cc Linda Ryerd
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Manchester, IA

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer Information & Return to: Jane E. Hanson, 401 East Main Street, Manchester, Iowa 52057 (563) 927-5920
Individual's Name Street Address City Phone
Jane E. Hanson, ICIS PIN No: AT0012697

SPACE ABOVE THIS LINE
FOR RECORDER

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND GRANTS OF THE NORTH RIDGE SUBDIVISION, DELAWARE COUNTY, IOWA

THIS DECLARATION is made this 25th day of February, 2021 by the Home Owners of North Ridge Subdivision, Delaware County, Iowa ("Declarant").

RECITALS:

WHEREAS, Declarant, are titleholders of record of real property located in North Ridge Subdivision in Delaware County, Iowa ("North Ridge"), and are the owners of Lot Four (4), Lot Six (6), Lot Eleven (11), Lot Fifteen (15), Lot Sixteen (16), Lot Nineteen (19), Lot Twenty (20), Lot Twenty-one (21), and Lot Twenty-two (22), of North Ridge Subdivision in the Southeast Quarter of the Southwest Quarter of Section 18, Township 89 North, Range 5 West of the 5th Principal Meridian, according to plat recorded in Book 7 Plats, Page 65;

AND WHEREAS, Declarant is desirous of establishing certain covenants, conditions, restrictions, reservations and grants for the benefit of the Home Owners of the Lots.

NOW, THEREFORE, Declarant hereby publishes and declares that the Lots shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, reservations and grants, all of which are for the purpose of enhancing and protecting the value and attractiveness, and desirability of the Lots, and all of which shall run with the land and shall be a burden upon and a benefit to, any and all parties acquiring or owning any right, title or interest in any part of the Lots, and their heirs, successors, assigns, grantees, executors, administrators and devisees.

ARTICLE I
DEFINITIONS

A. "Home Owner" or "Home Owners" shall mean all current titleholders of record of any of the lots legally described as: Lot Four (4), Lot Six (6), Lot Eleven (11), Lot Fifteen (15), Lot Sixteen (16), Lot Nineteen (19), Lot Twenty (20), Lot Twenty-one (21), and Lot Twenty-two (22) of North Ridge Subdivision in the Southeast Quarter of the Southwest Quarter of Section 18, Township 89 North, Range 5 West of the 5th Principal Meridian, according to plat recorded in Book 7 Plats, Page 65.

B. "County" shall mean the County of Delaware, Iowa.

C. "North Ridge" shall mean the subdivision legally described as: North Ridge Subdivision in the Southeast Quarter of the Southwest Quarter of Section 18, Township 89 North, Range 5 West of the 5th Principal Meridian, according to plat recorded in Book 7 Plats, Page 65.

D. "Declarant" shall mean all current titleholders of record of Lot Four (4), Lot Six (6), Lot Eleven (11), Lot Fifteen (15), Lot Sixteen (16), Lot Nineteen (19), Lot Twenty (20), Lot Twenty-one (21), and Lot Twenty-two (22) of North Ridge Subdivision in the Southeast Quarter of the Southwest Quarter of Section 18, Township 89 North, Range 5 West of the 5th Principal Meridian, according to plat recorded in Book 7 Plats, Page 65.

E. "Lot" shall mean and refer to Lot Four (4), Lot Six (6), Lot Eleven (11), Lot Fifteen (15), Lot Sixteen (16), Lot Nineteen (19), Lot Twenty (20), Lot Twenty-one (21), and Lot Twenty-two (22) of North Ridge Subdivision in the Southeast Quarter of the Southwest Quarter of Section 18, Township 89 North, Range 5 West of the 5th Principal Meridian, according to plat recorded in Book 7 Plats, Page 65.

F. "Accessory Building" shall mean and refer to a detached structure which is on the same parcel of property as a principal structure (the dwelling or residence) and the use of which is incidental to the use of the principal structure.

G. Words and phrases in this Declaration shall be construed as in the singular or plural number, unless context permits only one such manner.

ARTICLE II
HOME OWNER COMMITTEE

SECTION 1. Membership and Voting. Each Home Owner shall be a member of the Home Owner Committee. For example, North Ridge consists of nine (9) lots participating in this Declaration, therefore, there are nine (9) votes which may be cast at each meeting. When more than one person or entity holds an interest in any such Lot, the vote for such Lot shall be exercised as they among themselves shall determine, but, in no event shall the vote be split with respect to any such Lot. In the event that the owners of a Lot fail to determine how to cast any

vote, no vote shall be cast for said Lot. Each Home Owner shall be entitled to one (1) vote per Lot at any meeting of the Home Owner Committee and said vote may be cast at any meeting either in person or by proxy. The Committee shall suspend the voting rights of a Home Owner for a period in which any pro rata share of road maintenance/improvement, sign maintenance, well maintenance/fees, and/or water fees against said Home Owner's Lot remains unpaid.

SECTION 2. Meetings. The meetings of the Home Owner Committee shall be held for any purpose or purposes and may be called by holders of forty percent (40%) of the Lots.

SECTION 3. Place of Meeting. The Home Owners may designate any place within Delaware County, Iowa, as the place of meeting called by the Home Owners. A waiver of notice signed by all Home Owners entitled to vote at a meeting may designate any place within Delaware County, Iowa, as the place for the holding of such meeting.

SECTION 4. Notice of Meeting. Notice shall be given for each meeting to each Home Owner of record entitled to vote at such meeting stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called. Such notice shall be given not less than ten (10) nor more than thirty (30) days before the date of the meeting in writing, unless oral notice is reasonable under the circumstances. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Home Owner's address as it appears on the County Treasurer's Tax Rolls. Any notice of meetings may be waived by a Home Owner by submitting a signed waiver either before or after the meeting, or by attendance at the meeting.

SECTION 5. Quorum. Sixty percent (60%) of the Home Owners, represented in person or by proxy, shall constitute a quorum at a meeting of Home Owners. If a quorum is present, the affirmative vote of three-fourths (3/4) of the Home Owners represented at the meeting and entitled to vote on the subject matter shall be the act of the Home Owners.

SECTION 6. Any Home Owner observing an infraction of any of these rules/restrictions shall discuss the infraction in a neighborly fashion with the alleged offending Home Owner in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed, and presented to the Home Owner Committee. If the Home Owner Committee is in agreement with such complaint, the offending Home Owner will receive written notice of the violation. If upon receipt of three (3) written violations the problem is still unresolved, arrangements will be made for a hearing. (At the Home Owner Committee's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof.) In the case of an animal, the Home Owner Committee may require the permanent removal of any dog, cat and or other ordinary household pet, if such dog, cat and or other ordinary household pet is determined by the Home Owner Committee to be a nuisance or a danger to North Ridge and its Home Owners.
If so determined, the Home Owner Committee also has the authority to assess and collect fines for violations of these general restrictions pertaining to a dog, cat and or other ordinary household pet and to assess and collect amounts necessary to repair or replace damaged areas or objects.

ARTICLE III
GENERAL RESTRICTIONS

SECTION 1. On and after the date hereof, title to the aforesaid real property shall be subject to the following covenants to run with the land which are restrictive covenants applicable to all of the property heretofore described in North Ridge Subdivision, Delaware County, Iowa. No building or other structure shall be erected, moved on, altered or permitted to remain on any lot within said subdivision that does not comply with the following minimum restrictions:

A. All Lots described in said plat shall be known, described and used solely as residential lots and no part or portion thereof shall be used or occupied for trade or business of any nature whatsoever.

B. No structures shall be erected on any residential lot other than one single family dwelling with a garage sufficient for the automobiles used privately by the resident members of the family residing in the dwelling. The eaves of said garage shall have a height no greater than eight feet. One unattached patio or gazebo shall be permitted, but no prefabricated structures shall be allowed. One accessory building may be allowed pursuant to the provisions of this Article and Article VI.

C. No building shall be constructed nearer than fifty (50) feet to any front lot line and fifteen (15) feet from any side lot line and twenty (20) feet from any rear lot line. No septic field shall be placed on any lot other than in the location designated in the building plan approved by the Home Owners.

D. No tents, shacks, trailers, garages, or other erected outbuilding shall be occupied as living quarters on said premises at any time.

E. Said lot may be divided into smaller parcels for the purpose of conveyance to a contiguous property owner, however no structure may be constructed on any lot which is smaller than an existing lot.

F. No dwelling shall be permitted on any lot described herein, having a ground floor square foot area (exclusive of porches, porticoes, entrance-ways, areaways, or garages) of less than 1,450 square feet in the case of one story structure nor less than 1,100 square feet in the case of a one and a half or a two story structure, and no building shall be erected, altered, placed or permitted to remain on lot any which exceeds two (2) stories in height above the existing ground level, a third story the top of which is below such level not being prohibited.

G. Once excavation has commenced on a lot for the purpose of building thereon, the dwelling on said lot shall be fully completed within one year of the time of commencement.

H. No animals of any kind shall be raised, bred and kept on any lot property, with exception that dogs, cats or other ordinary household pets may be kept provided they

are not kept, bred, or maintained for any commercial purpose. No outside pets of any kind are permitted nor shall any outside structure be erected on any lot for the housing of any animals domesticated or otherwise.

No dog, cat and or other ordinary household pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior, include but are not limited to, for the purposes of this paragraph are:

- Dog, cat and or other ordinary household pet whose unruly behavior causes personal injury or property damage.
- Dog, cat and or other ordinary household pet who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for four (4) hours or more to the disturbance of any person at any time of day or night.
- Dog, cat and or other ordinary household pet who exhibits aggressive or other dangerous or potentially dangerous behavior.
- Dog, cat and or other ordinary household pet who are conspicuously unclean or parasite infested.

I. Home Owners of any Lot, vacant or improved, shall keep his or her lot(s) free of weeds and debris, nor shall any materials, junk, rubbish, trash, garbage or other waste be kept or stored on any lot or portion of a lot, except that building materials may be temporarily stored for the purpose of immediate construction of a structure thereon.

J. No vehicles shall be parked on any area on a Lot other than in the driveway. Parking on the street or any portion thereof is prohibited except for guest parking not to exceed 72 hours in length. Further, at no time shall any commercial vehicles and/or agricultural equipment (including trailers) be parked in any part of the development.

K. No storage of recreational vehicles, campers, snowmobiles, trailer, boats, atvs, utvs, or similar items shall be permitted on any lot except within an enclosed garage. RV's may be parked in a driveway for one (1) week in any thirty (30) days period.

L. No privacy fencing shall be built except to house an in-ground pool or attached patio and such privacy fencing shall not exceed six (6) feet in height. A child's restraining fence is permitted with the restriction that said fence shall be no more than four (4) feet high and shall be placed on the lot line only with the permission of the adjoining lot owner. No fence of any kind shall be built between the front line of the home and the front lot line on any particular lot.

M. All structures shall be constructed in accordance with applicable government building codes and with more restrictive standards that may be required by the Home Owners or this Declaration.

N. The Home Owners deem that the establishment of standard inflexible building setback lines for location of structures on individual lots would be incompatible with the objection of preserving the natural setting of the area and preserving and

enhancing existing features of natural beauty and visual continuity of the area. The Home Owners, therefore reserve the right to vary setback lines on a lot by lot basis.

O. No towers, poles, radio or television transmission or receiving towers, antennas, receivers or other reception dishes are permitted within the interior portion of a dwelling. One exterior satellite dish or one exterior antennae of reasonable size shall be permitted per Lot.

P. No Home Owner shall accumulate or allow to accumulate on his/her lot junked vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles provided therefore and, if outside they shall be properly screened. Tarpaulins and similar covering materials are prohibited.

SECTION 2. Permission to Deviate from General Restrictions and Exceptions to General Restrictions. Any Home Owner wishing to deviate from the aforementioned General Restrictions or seeking an exception from the aforementioned General Restrictions shall submit all plans and or proposals to deviate from the general restrictions and receive approval from Home Owners and Home Owners Committee pursuant to the process outlined in Article II and Article V.

ARTICLE IV
ROAD MAINTENANCE AND UPKEEP

SECTION 1. All Home Owners shall be entitled to the non-exclusive use of the roadways in North Ridge as platted. All Home Owners shall be responsible for maintenance and upkeep of said roadways according to the following terms and conditions:

A. Maintenance and upkeep of the roadways including snow removal shall be shared pro rata between the Home Owners in North Ridge. Home Owners of Lots which are not developed shall not be responsible for a proportionate share of the costs of maintenance and upkeep until such lot is developed. Home Owners shall become liable for a pro rata share of the costs when their dwelling is completed but no later than one (1) year after construction is commenced.

B. The Home Owners shall meet annually and designate one (1) Home Owner to act as agent for the others in contracting for necessary maintenance, upkeep and snow removal. Said agent shall be responsible for apportioning the costs among the Home Owners. Any amount that remains unpaid by any Home Owner more than thirty (30) days after demand by the designated agent shall constitute a lien against said Home Owner's real property. Said lien shall be established by filing of an affidavit by the designated agent. Said amount may thereafter be collected by the designated agent on behalf of all Home Owners who shall also be entitled to recover reasonable attorney's fees and court costs incurred in collecting said amounts.

C. Any improvements to the roadways in North Ridge shall be agreed upon by at least three-fourths (3/4) of the Home Owners at the time of said improvement. Notice shall be mailed to each Home Owner at least ten (10) days prior to any vote taken by the

Home Owners on the question of roadway improvement. If approved by three-fourths (3/4) of the Home Owners, the proportionate share of the improvement cost shall be paid by each Home Owner and shall become a lien against those Lots as provided in subparagraph B above. Any Lot that is not improved by a dwelling at any time said improvements are made shall be responsible for any share of the cost of said improvement. If and when improvements are made, Home Owners of the Lots that are subsequently developed shall be responsible for the maintenance and upkeep of the roadways as improved.

SECTION 2. A subdivision sign has been erected on an area near the entrance to North Ridge. Said sign shall be maintained pursuant to the following terms and conditions:

A. The Home Owners shall be responsible pro rata for the cost of maintenance and upkeep of the subdivision sign. The land on which the subdivision sign is erected shall also be maintained by the Home Owners and all such costs shall be contracted for and paid by the designated agent as provided in Section 1 of this Article.

ARTICLE V
ARCHITECTURAL/DESIGN REVIEW PROCESS

SECTION 1. MATTERS REQUIRING APPROVAL OF HOME OWNERS COMMITTEE. The following matters require the prior written approval from the Home Owners Committee pursuant to the procedures set forth in Article II and Article V, Section 2:

A. All plans and specifications for any buildings, fences, walls, driveways and any other structures, including an accessory building, of any kind which are to be erected, constructed, placed or maintained upon the properties. Changes to existing structures, which do not increase or decrease the structure's square footage will not require prior approval.

B. All plans and specifications for any landscaping work which begins within two years of the start of construction of a dwelling; and all plans and specifications for any landscaping work which includes the planting of five (5) or more trees, shrubs, bushes, and/or similar landscaping materials, which have the ability to grow eight (8) or more feet in height; and/or any change to the grade or slope of the ground, which is to be constructed, placed or maintained upon the properties.

C. All plans and specifications for any exterior addition, or change or alteration in, any dwelling which will either increase or decrease the square footage of said dwelling and its attached garage, dwelling accessory building, any other building, fences, walls, driveways, and any other structures or any additions to, or changes or alterations in, any landscaping.

D. All site plans showing the proposed location of any of the matters set forth above. The erection, construction, placement or maintenance of any of the matters requiring approval, as set forth above, shall not be commenced without the written approval of

the Home Owners Committee having first been obtained. The erection and construction a dwelling shall not be commenced without the prior written approval of the Home Owners Committee having first been obtained for the matters set forth in this Section and Sections 1 and 2.

SECTION 2. PROCEDURE FOR APPROVAL OF PLANS SPECIFICATIONS.

A. Except as otherwise provided herein, whenever approval is required of the Home Owners of matters set forth in Article V, Section 1, one complete set of the plans and specifications shall be submitted to the Home Owners Committee. Upon receipt of such plans and specifications, the Home Owners Committee shall call a meeting of the Committee and shall either approve or disapprove said plans and specifications within thirty (30) days after said plans and specifications have been submitted to it. Approval of such plans and specifications shall be evidenced by a stamped or written endorsement on such plans and specifications. One complete set of such plans and specifications showing the approval shall then be delivered to the owner of the Lot to which the plans and specifications apply. No changes or deviations in or from the approved plans and specifications shall thereafter be made without first obtaining the written consent of the Home Owners Committee which shall be obtained pursuant to the submittal process set forth herein. The Home Owners Committee shall not be responsible for any structural defects in such plans or specifications, or in any building or structure erected according to such plans or specifications.

B. If the plans and specifications are disapproved by the Home Owners Committee in any respect, then shall notify the owner of the Lot who submitted the plans and specifications of the reasons for such disapproval, including the particular items on such plans and specifications which are deficient. The Home Owners Committee may withhold approval for any reason deemed by it to the appropriate, including aesthetic reasons, except that approval will not be withheld capriciously or unreasonably. The owner of the lot shall then be entitled to re-submit the plans and specifications as revised to correct the deficiencies. Upon re-submittal, the Home Owners Committee shall then have an additional twenty (20) days to either approve or disapprove the revised plans and specifications. The owner of the Lot shall be entitled to resubmit revised plans and specifications pursuant to the above procedure as often as necessary until the revised plans and specifications are either approved by Home Owners Committee or are permanently withdrawn by owner of the lot. The owner of the Lot shall not commence the erection, construction, placement or maintenance of any item contained on the original or revised plans and specifications, regardless of whether or not that item was deemed by the Home Owners Committee to be deficient, until such time as the plans and specifications have been approved in all respects by the Home Owner Committee.

C. The landscapes plans shall be submitted for approval within thirty (30) days after the building permit is issued unless such time is extended by the Home Owners Committee.

SECTION 3. In revising the plans pursuant to this Article V, the Home Owners Committee shall pay particular attention to the following matters:

A. The silhouette and outside elevation of the home to be constructed.

B. The type of material and color of the exterior of the home.

C. The type of material and color of any masonry including the chimneys.

D. The design and material used in any porches, garages, patios and retaining walls.

E. The location of the home on the lot and the landscaping of same.

ARTICLE VI
ACCESSORY BUILDINGS, STRUCTURES, AND GARAGES

SECTION 1. TIME OF CONSTRUCTION. No accessory building, structure or garage shall be constructed on any lot prior to the time of commencement of construction of the dwelling to which it is an accessory.

SECTION 2. APPROVAL OF ACCESSORY BUILDING, STRUCTURE AND/OR GARAGE. Approval shall be obtained according to the procedure set for herein in Article V, Section 2.

SECTION 3. LOCATION. Any accessory building, structure or garage shall be located to the rear of the dwelling or in either side yard, however, any wall of any accessory building, structure or garage shall be located behind, and not in line with or parallel to, the front of the dwelling.

SECTION 4. TYPE OF CONSTRUCTION. Any accessory building, structure or garage larger than one hundred (100) square feet located within North Ridge, shall be constructed in a manner consistent with the residential character of North Ridge. Any accessory building, structure or garage shall:

A. Have a permanent floor located underneath the structure consisting of concrete or asphalt.

B. Be constructed with siding commonly used for residential structures, and in keeping with the color scheme and materials used in the dwelling located on the Lot. The use of galvanized steel, painted steel, and or aluminum sheets as commonly used in the construction of agricultural sheds and buildings is prohibited.

C. Be constructed with a roofing material commonly used for residential structures, which shall include and is limited to asphalt or fiberglass shingles, shakes or vulcanized rubber. The use of steel or aluminum roofing materials as commonly found in commercial or agricultural building structures is prohibited.

SECTION 5. RESTRICTIONS ON ACCESSORY BUILDINGS, STRUCTURES AND GARAGES.

A. Accessory Buildings on Certain Lots: An accessory building shall be allowed on any Lot containing more than one (1.0) acre in area, or on any two (2) contiguous Lots owned by a common owner, which when taken together contain more than one (1.0) acre in area in the North Ridge Subdivision, and within fifteen (15) feet of any adjacent property to the rear in this subdivision, no accessory building, structure and/or garage or portion thereof located in a required rear or side yard shall be closer to the side lot line abutting the street than a distance equal to the least depth which would be required herein for the front yard on such adjacent property to the rear, subject to the provisions of this Article, Article V and Article VI.

B. Accessory Building - Percentage of Required Rear and/or Side Yard Occupied: No accessory building, structure and/or garage shall occupy more than twenty-five (25) percent of the area of a required rear or side. An accessory building, structure and/or garage may have a total size limit of one thousand (1,000) square feet – not to exceed a 38' X 26' structure.

C. Height of an Approved Accessory Building in Required Rear or Side Yards: No accessory building, structure and/or garage located in required rear/side yard, shall exceed sixteen (16) feet in height at roof peak.

D. Accessory Building Setback Requirements: No accessory building, structure and/or garage shall be placed within five (5) feet of a side or rear lot line. Those accessory buildings, structures and or garages consisting of 900 or more square feet shall be placed a minimum of ten (10) feet from a side or rear lot line. No accessory building, structure and/or garage shall be within ten (10) feet of the principal structure on the lot. No building, structure and/or garage or use shall be located within a front yard.

ARTICLE VII
WELL MAINTENANCE AND UPKEEP

SECTION 1. All Home Owners are entitled to the nonexclusive use of the shared neighborhood wells. All Home Owners shall be responsible for the maintenance and upkeep of said neighborhood shared wells according to the following conditions:

A. Each neighborhood well group will designate one agent to act for the other well users to: 1) Apportion the costs among the Home Owners sharing said well; 2) Collect the needed funds yearly for maintenance and any needed repairs; and 3) Deposit and record funds used for the use and maintenance of the well.

B. Home Owners will be notified by the appointed agent at the first (1st) of the year of the funds that will be required by their neighborhood well group, and be allowed

thirty (30) days to make the requested payment. Any unpaid amount remaining at the end of the thirty (30) time period after the payment request by the agent has been made, will constitute a lien against Home Owner's property. Said lien shall be established by the designated agent filing an affidavit Said amount may thereafter be collected by the designated agent in behalf of the Home Owners within that specific well group, and shall also be entitled to recover reasonable attorney's fees and court costs incurred in collecting said amounts.

C. Designated Agents shall pay the monthly well fees from a designated account, receive calls from well-users on water concerns, and engage any needed agreed-upon service maintenance and repair of the designated well, and advise Home Owners if needed well repair is above the designated funds available. In this case, three-fourths (3/4) of the neighborhood well group needs to approve the needed repair, and the designated agent will collect the proportionate share of the repair costs from each Home Owner to accommodate a timely repair of the needed well. Any Home Owner within the designated well group will have a maximum of thirty (30) days following the request to make the necessary payment to allow for the timely repair of the needed well system. A lien against the Home Owner's property will be established, if the Home Owner's proportioned payment is not made within the designated time period. The well agent will thereafter collect the designated amount on behalf of the other Home Owners in the neighborhood well group. The agent will also be entitled to recover reasonable attorney's fee and court costs that are incurred in the collecting of the proportioned payment.

ARTICLE VIII
GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. If any Home Owner or its successors or assigns shall violate or attempt to violate any of the covenants or restrictions in these Covenants, it shall be lawful for the Home Owners or any individual Home Owner, to prosecute any proceedings at law or in equity against the person or person violating or attempting to violate any such covenant or restriction and either seek injunctive relief to prevent such parties from doing so or recover damages for such violation. Any party prevailing in the enforcement or defense of these Covenants shall also be entitled to recover reasonable attorney fees and costs incurred in successfully prosecuting enforcement or defending the covenants.

SECTION 2. DURATION. These Covenants shall be binding upon all Home Owners as Covenants running with the land and shall continue in effect for a period of twenty-one (21) years from the date of recording. These Covenants may be extended for additional terms of twenty-one (21) years any time during the current term by any lot owner filing a Verified Claim with the Delaware County Recorder, at any time prior to the expiration of the then current term in accordance with the requirements of Section 614.24, Code of Iowa, or its successor. Pursuant to Section 614.25, Code of Iowa, the filing of such verified claim shall cause these Covenants to be extended for an additional twenty-one (21) year term from the date of beginning.

SECTION 3. AMENDMENT. These Covenants may be amended at any time by the signatures of not less than seventy-five (75%) of the then Home Owners. Each lot shall have one (1) vote at any meeting and said vote may be cast at such meeting either in person or by proxy. Failure of any lot to vote upon any said amendment shall not affect the enforceability of same against said Home Owner.

SECTION 4. OCCUPANTS. All of the obligations, liabilities and covenants imposed upon Home Owners hereunder shall also be applicable to and imposed upon all persons occupying any lot who are not owners.

SECTION 5. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or Court order in no way shall affect any other provisions, which shall remain in full force and effect.

SECTION 6. DEEDS. Each Home Owner and Purchaser under an installment sale contract accepts such conveyance subject to restrictions, covenants, obligations and liabilities hereby created, reserved or declared, all as though same were recited at length in such deed or installment sale contract.

Dated this 20 day of January, 2021 at Delaware County, Iowa.

Richard A. Hillers

Richard A. Hillers

Jane F. Hendricks

Jane F. Hendricks

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on January 20, 2021, by Richard A. Hillers and Jane F. Hendricks.

Rebecca S Salas

Signature of Notary Public

NOTARIAL SEAL IOWA
REBECCA S SALAS
Commission Number 820289
My Commission Expires
September 24, 2022

Terry M. Rauch

Patricia L. Rauch

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on January 20, 2021, by Terry M. Rauch and Patricia L. Rauch.

Signature of Notary Public

NOTARIAL SEAL IOWA
REBECCA S SALAS
Commission Number 820289
My Commission Expires
September 24, 2022

_____
Rebecca S. Salas

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on _____, 2021, by Rebecca S. Salas.

_____
Signature of Notary Public

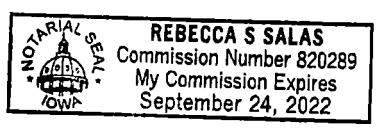
Kerby L. Seeley

Sarah M. Tweedy

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on January 24, 2021, by Kerby L. Seeley and Sarah M. Tweedy.

Signature of Notary Public



Glen E. Duggan

Glen E. Duggan

Cathy Duggan

Cathy Duggan

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on January 26, 2021, by Glen E. Duggan and Cathy Duggan.

Rebecca S Salas

Signature of Notary Public

NOTARIAL SEAL IOWA

REBECCA S SALAS
Commission Number 820289
My Commission Expires
September 24, 2022

Robert James Pottebaum

Janet Pottebaum

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on January 20, 2021, by Robert James Pottebaum and Janet Pottebaum.

Signature of Notary Public

NOTARIAL SEAL IOWA
REBECCA S SALAS
Commission Number 820289
My Commission Expires
September 24, 2022

Rachel Baldwin York

Rachel Baldwin York

STATE OF Arkansas, COUNTY OF Carroll

This record was acknowledged before me on Feb. 1, 2021, by Rachel Baldwin York.

Carolyn Nichols
Signature of Notary Public

CAROLYN NICHOLS Notary Public
Carroll County State of Arkansas
Commission # 12710708
My Commission Expires April 30, 2030

By: Daniel A. Schulte, as Trustee
Daniel A. Schulte Trust

By: Ann L. Schulte, as Trustee
Ann L. Schulte Trust

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on January 20, 2021, by Daniel A. Schulte, as trustee of Daniel A. Schulte Trust and Ann L. Schulte, as trustee of Ann L. Schulte Trust.

Signature of Notary Public

REBECCA S SALAS
Commission Number 820289
My Commission Expires
September 24, 2022