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DELAWARE COUNTY IOWA

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Declaration of Covenants, Conditions, and Restrictions
Concerning Meadow Brook Trail Addition

This Declaration of Covenants, Conditions, and Restrictions Concerning Meadow Brook Trail Addition is made on the 25th day of August 2021, by Meadow Brook Trail, Inc. having its principal office at 100 ½ East Main Street, Suite B, Manchester, Iowa 52057.

RECITALS

A. Meadow Brook Trail, Inc. is the owner of all of the Lots shown in the Final Plat of the Meadow Brook Trail Addition, to wit:

A Subdivision of the west half (W ½) of the Southeast Quarter of the Southeast Quarter (SE ¼-SE ¼), except the east eighty (80) feet of the south three-hundred twelve (312) feet thereof, of Section 28, Township 89 North, Range 5 West of the Fifth Principal Meridian, in the City of Manchester, Delaware County, Iowa, according to plat recorded in the Office of the Delaware County Recorder on May 4, 2020, in Book 2020, Page 1311.

B. It is deemed that one common plan of covenants, conditions, and restrictions are desirable for the lots, inclusive, as shown in the heretofore referenced plat.

Now, therefore, for the purpose of creating one common plan of restrictions, covenants, and conditions for all of the Subdivision lots contained in the plat, inclusive, as shown in the Plat heretofore referred to Meadow Brook Trail, Inc. its successors and assigns, and each and every person who after this Declaration of Covenants, Conditions, and Restrictions shall become the grantee in any conveyance of the described lots or any part of the same, do now provide for a common plan of restrictions, covenants, and conditions and by this Declaration of Covenants,

Conditions, and Restrictions Concerning Meadow Brook Trail Addition do provide that all of the lots, inclusive, and all subsequent grantees, their heirs, administrators, successors, and assigns, shall be restricted in accordance with the following covenants, conditions, and restrictions. The covenants, conditions, and restrictions hereinafter set forth run with the land. The real estate described in the plat shall be restricted in accordance with the following covenants, conditions, and restrictions:

ARTICLE I

1. All lots shall be utilized solely and strictly for single-family residential purposes with the exception of the lots identified in ARTICLE II below, allowing for certain lots to be eligible for construction of townhomes and two-unit side-by-side townhouses/condos or duplexes.

2. No buildings shall be erected on any residential building lot nearer than twenty-five (25) feet to the front lot line nor nearer than six point five (6.5) feet to any side lot line. On corner lots, no building shall be erected nearer than six point five to the side street line. For the purposes of this paragraph, all measurements shall be taken from that portion of the structure nearest the property line in question. Rear property line and other property setback requirements shall conform to the City of Manchester zoning ordinances.

3. All construction within the Subdivision shall be of new materials. All dwellings shall present their most attractive fronts to the street in the Subdivision upon which the lot abuts.

4. No structure shall be erected or permitted on any lot zoned for single-family use other than a single-family dwelling, not to exceed one story in height (excluding basement and attic) and any garage for less than two motor vehicles. No storage shed or any other non-attached accessory buildings shall be allowed.

5. No single-family dwelling shall be erected or permitted having a ground floor square foot area, exclusive of open porches or garages, of less than one thousand (1,000.00) square feet for a one-story, with a roof pitch no less than 5/12.

6. The builder shall be responsible for installing the sidewalk for all properties abutting.

7. No trailer, trailer house, pre-fab, or manufactured house, foundation, basement, garage, shack, or other non-dwelling type building shall be used as a residence, temporarily or permanently. No mobile home, pre-fab, or manufactured house, shall be moved onto a lot or constructed on the lot.

8. No noxious or offensive activity shall be carried on in any house, building, or on any lot, nor shall anything be done therein or thereon which may be or become a nuisance to the neighbors or neighborhood.

9. No automobile, bus, truck, machinery, trailer, boat, recreation vehicle, or any

other similar vehicle may be stored on any part of the lot except within a garage. All applicable laws regarding the parking and storage of machinery and vehicles on public streets shall be obeyed.

10 No junk or materials of any nature shall be stored or kept on any part of a lot, except that building materials may be stored or kept for the purpose of immediate incorporation into a structure on the said real estate.

11. No building shall be erected, placed, or altered on any lot until the construction plans, specifications, and a plan showing the location of the structure have been approved by Meadow Brook Trail, Inc., as to quality workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade level. Such approval shall be obtained with respect to harmony of external design with existing structures, type and quality of proposed materials and methods of construction, and with respect to the location of the building on the lot, including the elevation in relation to the road on which the dwelling fronts, the elevation of other buildings in the Subdivision and the elevation of other unimproved lots in the Subdivision. Meadow Brook Trail, Inc. has the right to view the improvements as they are constructed to make sure that the construction takes place in accordance with the plan.

12. No fence may be erected or maintained on any lot or lots in the area between the front line of any improvement on the lot and the front line of the lot containing the improvement. No lot not containing a residential improvement may be fenced unless the lot is adjacent to a lot or lots owned by the same individual continue the residential improvement occupied by the owner. A black chain link fence is allowed attached from the rear corners of the home to the rear property lines with a maximum height of four (4) feet. This must be approved by the subdivision owner and the City of Manchester. The fence shall be placed or erected one (1) foot from property lines with neighbors' written consent. Any changes or modifications other than routine maintenance shall be approved by neighbors once erected. All fences shall be black in color. For purposes of this paragraph, any boundary line adjacent to the road will be considered a "front line."

13. No lot may be subdivided without the written consent of Meadow Brook Trail, Inc. Adjoining lots may be combined for the purposes of the construction of a dwelling house, but in no event shall more than one dwelling house be permitted on any lot unless approved by Meadow Brook Trail, Inc.

14 Once excavation has commenced on a lot for the purpose of building on a lot, the house or building on said lot shall be fully completed within one (1) year of that time. Sodding, seeding, and final landscaping must be completed no later than one (1) year from the completion of the home construction. In any event, soil erosion shall be kept to a minimum and within the limits as provided by law.

15. No trash or garbage shall be kept on any lot, except in adequate sanitary containers, and all lots shall be kept free of weeds and debris, with the lot owner responsible for all yard maintenance. No materials are to be buried on any portion of the lot or lots within the

Subdivision.

16. No animals of any kind, including but not limited to livestock, chicken or fowl, shall be raised, bred, housed, quartered, or kept on any lot, except that dogs and cats and any other ordinary household pets may be kept and housed, provided that they are not kept, bred, housed or maintained for any commercial purpose. No outside kennels will be permitted, except if attached to the rear of the house and no larger than one hundred forty-four (144) square feet.

These covenants and restrictions shall run with the land and shall be binding on all parties hereto, their heirs, successors and assigns, and on persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time the covenants will be automatically extended and restrictions will continue to apply. Any alterations or consensus by property owners may be requested by written proposal upon expiration.

18. In case the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of these covenants and restrictions herein, it shall be lawful for any other person or persons owning any lot in said Subdivision, or any other interested party or parties, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, conditions, or restrictions, either to restrain violations or to recover damages. Venue for all actions and all owners, their heirs, successors, and assigns shall be in the Iowa District Court in and for Delaware County, Iowa. The prevailing party in litigation associated with this paragraph shall be entitled to reasonable attorney fees in addition to any and all other damages awarded.

19. The invalidation of any one of these covenants, conditions, or restrictions, or any part thereof, by judgment or court order shall in no way affect any of the other provisions, and all other provisions shall remain in full force and effect.

20. All earth excavated in the construction of a dwelling and not used on the premises of the lot shall be removed to such place or places as designated by Meadow Brook Trail, Inc. at the owner's cost.

21. No signs, billboards, or advertising devices, except those used in the sale of said property, shall be placed on any lot or building of said Subdivision.

22. All driveways leading from any street in the Subdivision shall be concrete construction.

23. Firewood shall be stored within the residence. If stored outside, it shall be stacked and racked immediately adjacent to the rear of the residence in an orderly fashion. If the wood is purchased by the truckload, it must be cut and stacked within two (2) weeks.

24. No Firearms, air rifles, or BB guns shall be discharged within or on said lots, and no hunting of any animals shall be permitted within or on said lots.

25. All existing trees, bushes, and shrubs shall be protected in their native state as much as possible except as the same may interfere with a proposed sanitary disposal system or with a proposed structure and lawn.

26. No sump pumps shall be discharged into the street longer than seven (7) days; however, sump pumps may and should be connected into the street drain.

27. No lot may be regraded or the topography of the lot altered in such a manner as to change the existing natural grade or adversely affect the natural drainage of the lots.

28. Any trees, excess soil, or other debris collected from the individual lots must be removed from the Subdivision within twelve (12) months after completion of construction of the subject house. All boulders which are accumulated as a result of digging out basements are to be removed from the Subdivision within twelve (12) months after the construction of the subject house has been completed. These are to be removed at the homeowner's expense. No trees, boulders, or debris are to be placed on any lot other than the individual lot currently being built upon.

29. No detached accessory buildings or sheds may be erected and maintained on any lots, other than as provided herein.

30. All lots containing a residential improvement and adjoining lots owned by the same owner, whether or not they contain a residential improvement, must be regularly maintained with a grass cover, ground cover, or other plantings.

31. If any covenant, declaration, or restriction is adjudged to be invalid or void by judgment or order of a Court of Record, all other covenants, declarations, and restrictions contained in this Declaration shall remain in full force and effect.

32. In general, purchasers, heirs, successors, and assigns of the lots affected by these covenants, conditions, and restrictions will have no recourse against Meadow Brook Trail, Inc., their agents, and representatives, or their successors in interest as a result of any failure to enforce or force compliance with these restrictions, covenants, and declarations.

ARTICLE II

Townhomes, Two-Unit Side-by-Side Townhouses, Condos or Duplexes

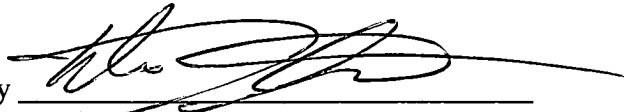
1. Meadow Brook Trail, Inc. hereby reserves the right to develop Lot One (1) of Block One (1); Lots One (1) and Two (2) of Block Two (2) and Lots One (1) and Sixteen (16) of Block Three (3), contained in the Meadow Brook Trail Addition according to plat recorded on May 4, 2020, in the office of the Delaware County Recorder, in Book 2020, Page 131 for single-family townhomes, 2-unit side-by-side townhomes, condos, or duplexes. These covenants shall apply to these developments.

2. Meadow Brook Trail, Inc. reserve the right to amend this Declaration of

Covenants, Conditions, and Restrictions Concerning Meadow Brook Trail Addition to include specific requirements of the owners of the townhomes, 2-unit side-by-side townhouses, condos, or duplexes regarding common areas shared by each of the respective owners and structures, public areas shared by each the respective owner and structure, or maintenance of the exteriors of any of these structures by the owners and/or occupants of each structure.

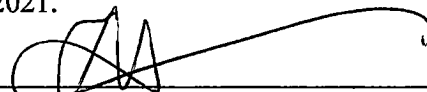
WHEREFORE, Meadow Brook Trail, Inc. has executed this Declaration of Covenants, Conditions, and Restrictions Concerning Meadow Brook Trail Addition at Manchester, Iowa, the day and year set forth below.

MEADOW BROOK TRAIL, INC.

By 
Wesley D. Schulte, President

STATE OF IOWA, COUNTY OF DELAWARE, ss:

This Declaration of Covenants, Conditions, and Restrictions Concerning Meadow Brook Trail Addition was acknowledged before me by Wesley D. Schulte as the President of Meadow Brook Trail, Inc. on this 15th day of August 2021.


Notary Public in and for the State of Iowa

