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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

X Prepared by and return to: Steven E. Carr, 117 S. Franklin St., PO Box 333, Manchester, IA 52057; 563-927-4164

Restrictive Covenants

316 Franklin St., L.L.C. aka 316 Franklin Street, L.L.C. owns the following described real estate: Lots 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 of Hobbs' Meadow Estates, City of Delhi, Delaware County, Iowa, according to plat recorded in Book 2020, Page 536, as corrected by Surveyor's Affidavit recorded in Book 2020, Page 4574.

Cindy Kudrna, a single person, owns the following described real estate: Lot 2 of Hobbs' Meadows Estates, City of Delhi, Delaware County, Iowa, according to plat recorded in Book 2020, Page 536

Annette M. Hoffa, as Trustee of the Annette M. Hoffa Revocable Trust owns the following described real estate: Lots Seventeen (17) and Eighteen (18) of Hobbs' Meadow Estates, City of Delhi, Delaware County, Iowa, according to plat recorded in Book 2020, Page 536, as corrected by Surveyor's Affidavit recorded in Book 2020, Page 4574.

The undersigned hereby impose the following covenants and restrictions on the real estate described above:

1. All lots described herein shall be used solely for one single family residence except lots 11, 12, 13, and 14 which may, alternatively, be used to construct condominiums and/or townhomes. Any such residence or unit constructed shall have at least a two-car attached garage and the square footage of the main floor living area shall be a minimum of 1500 square feet.

2. The owner of each lot may construct one detached garage or storage building not to exceed 600 square feet on the back of the lot using materials that match the materials of the residence on that lot.

3. No building shall be erected, maintained, or the exterior altered on any lot until the plot plans, specifications, and elevations of the lot with the proposed residence and storage building, if applicable, shall first have been presented to 316 Franklin Street, L.L.C., or its designated representatives or assigns, and by them approved in writing, but such approval shall not be arbitrarily withheld or delayed, it being the intention thereof that Franklin, Street, L.L.C., its designated representatives or assigns, to exercise said approval or non-approval for the purpose

of maintaining a restrictive residential district to the end that each lot owner in said Subdivision shall be protected against improvements of an inferior style, character or appearance, which will interfere with the beauty, harmony or symmetry of the Subdivision, or tend to reduce the value thereof. 316 Franklin Street, L.L.C., its designated representatives or assigns, may withhold their said written approval to such plans, specifications, elevations and plot plan of the lot with the proposed residence and storage building, if applicable, until they are given such guaranties as is reasonably deemed necessary to ensure that said residence will be built in compliance with the stated intent to maintain the integrity of the Subdivision.

4. Once excavation has commenced on a lot for the purpose of building thereon, the dwelling on said lot shall be fully completed within one (1) year of the time of commencement. The exterior of the residence and garage, seeding, sodding, grading, and general landscaping shall be completed within eighteen (18) months of the time of commencement.

5. All driveways in the subdivision shall be constructed of concrete or asphalt surfacing. Within six (6) months after a dwelling has been completed on the lot, each property owner shall construct a sidewalk along street right of way of his or her premises in a manner required by the City Code.

6. No unused automobiles, machinery, or junk material shall be kept upon any lots.

7. No trailer, mobile home, garage, or storage building shall at any time be used as a residence.

8. These Restrictive Covenants may be amended in whole or in part by majority vote. In voting to amend, one vote shall be allowed for each platted lot. For condominiums and/or townhomes, one vote shall be allowed for each unit without regard to the platted lot(s) on which they are built.

9. Invalidation of any of these covenants or restrictions, or any part thereof, by judgment or Order of Court, shall in no way affect any of the other provisions and all provisions shall remain in full force and effect.

10. These covenants and restrictions may be enforced using any available legal or equitable remedies, including, by way of example only, affirmative or restrictive injunction. In the event of litigation to enforce these said covenants and restrictions, the prevailing party shall recover from the losing party all court costs and reasonable attorney's fees, as determined by the court, in addition to any other relief or recovery awarded by the Court.

11. These covenants shall run with the land and shall be binding upon all heirs, successors and assigns for a term of twenty-one (21) years from the date these covenants are recorded. Any owner may, prior to the expiration of these covenants and restrictions, file a verified claim pursuant to Iowa Code Section 614.24 to extend these covenants and restrictions for an additional twenty-one years.

Dated this 4th day of January, 2022.

316 Franklin Street, L.L.C.

Marla L Wulfekuhle
By: Marla Wulfekuhle, Member

Cindy Kudrna
Cindy Kudrna

Annette M. Hoffa Revocable Trust

Annette M. Hoffa
By: Annette M. Hoffa, Trustee

STATE OF IOWA, DELAWARE COUNTY

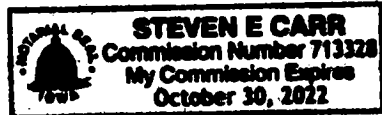
This instrument was acknowledged before me on this 6th day of January, 2022 by Marla Wulfekuhle as Member of 316 Franklin Street, L.L.C.



SEE
Notary Public in and for the State of Iowa

STATE OF IOWA, DELAWARE COUNTY

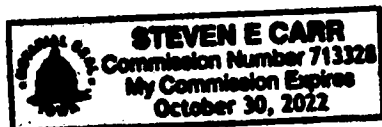
This instrument was acknowledged before me on this 6th day of January, 2022 by Cindy Kudrna



SEE
Notary Public in and for the State of Iowa

STATE OF IOWA, DELAWARE COUNTY

This instrument was acknowledged before me on this 4th day of January, 2022 by Annette M. Hoffa as Trustee of the Annette M. Hoffa Revocable Trust



SEE
Notary Public in and for the State of Iowa