

RESTRICTIVE COVENANTS CONCERNING SUGAR GROVE HEIGHTS -
PLAT ONE, A SUBDIVISION PLAT, LOCATED IN
SECTIONS FIVE AND SIX OF BOONE TOWNSHIP, DALLAS COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

The following restrictions and reservations are made a part of the plat known as Sugar Grove Heights - Plat One, a subdivision plat, now included in Sections Five and Six, Township 78 North, Range 26, West of the 5th P.M., Dallas County, Iowa, and these covenants shall be effective and shall be binding on all present and future owners of each and every lot and parcel of ground in said subdivision according to the terms herein specified as covenants running with the land and with the same force and effect as if contained in each subsequent conveyance of said lots:

1. No building or structure of any kind whatsoever other than a single dwelling house shall be erected on the property, and any such dwelling house shall be used for residential purposes only. This section does not apply to detached garages and/or tool sheds. However, any detached auxiliary buildings shall have a design compatible with the dwelling house.

2. The living area of the main structure, exclusive of one-story open porches and garages, shall be not less than one thousand eight hundred (1,800) square feet for one story dwellings and two thousand (2,000) square feet for two story or split level dwellings.

3. No residence or structure of any kind of what is commonly known as a mobile home, either single or double-wide, shall be placed upon the property.

4. No lot forming a part of Sugar Grove Heights - Plat One shall be further subdivided.

5. The restrictions contained herein shall endure for a period of twenty years, but said restrictions may be extended for additional twenty-year periods by a duly executed and recorded instrument by the owners of a majority of the lots in the aforesaid subdivision.

6. Titleholders are required to maintain and pay their proportionate share of the access road in addition to construction and maintenance of private roads to lots. The undersigned shall have no responsibility whatever to provide for the construction or maintenance of private roads to lots, such roads to be located upon road easements as set forth on the plat hereinbefore referred to. At the time of lot purchase, titleholders will receive a conveyance for their proportionate share of the title to the easements set forth on the plat of Sugar Grove Heights - Plat One, and to their proportionate share of the access road thereto. A mutual easement shall exist for access, ingress, and egress, with respect to lots numbered one through four (1-4), inclusive, for street purposes for the benefit of all titleholders and their invitees on the access road and private road lots. The undersigned shall have no responsibility at any time as to the maintenance of the access road leading to this plat, such maintenance to be the responsibility of the titleholders. Titleholders shall bear the cost of maintenance of the access road proportionately according to the number of titleholders of lots numbered one through four (1-4), exclusive of any ownership which may be vested in the undersigned. A homeowners association shall be formed to implement this provision and all lot purchasers shall be required to join said association. The undersigned reserves access on the platted roadways to additional lots to be subsequently platted at a later date.

7. If any title holder, or his heirs or assigns, shall

violate or attempt to violate any of the covenants or restriction herein before January 1, 1998, it shall be lawful for any other person or persons owning any of the lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or the from doing so or to recover damages or other dues for such violation.

8. Any party purchasing a lot in this subdivision shall have one year from the date of final closing to complete construction on their dwelling house.

9. Invalidation of any of these covenants and restrictions court order shall in no way affect the other provisions which shall remain in full force and effect.

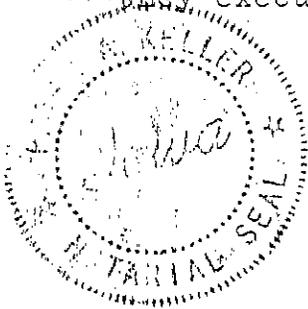
The above and foregoing restrictive covenants and restrictions are for the mutual benefit of all persons who shall acquire any of the lots in Sugar Grove Heights - Plat One, and are imposed by Mason A. Leonard and Josephine A. Leonard, husband and wife, owners. However, said restrictive covenants shall not apply to Lot 1 of said plat which is the present homestead of Mason A. Leonard and Josephine A. Leonard.

Mason A. Leonard
Mason A. Leonard

Josephine A. Leonard
Josephine A. Leonard

STATE OF IOWA :
: ss.
COUNTY OF DALLAS :

On this 25th day of July, 1978, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mason A. Leonard and Josephine A. Leonard, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Peter A. Keller
Notary Public in and for the
State of Iowa