FILED
Date 5-23-2001
County Assessor

MAY 23 2001

BOOK 2001 PAGE 1730
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
41.00

2001 MY 23 PM 3:11
DELAWARE COUNTY IOWA
FILED

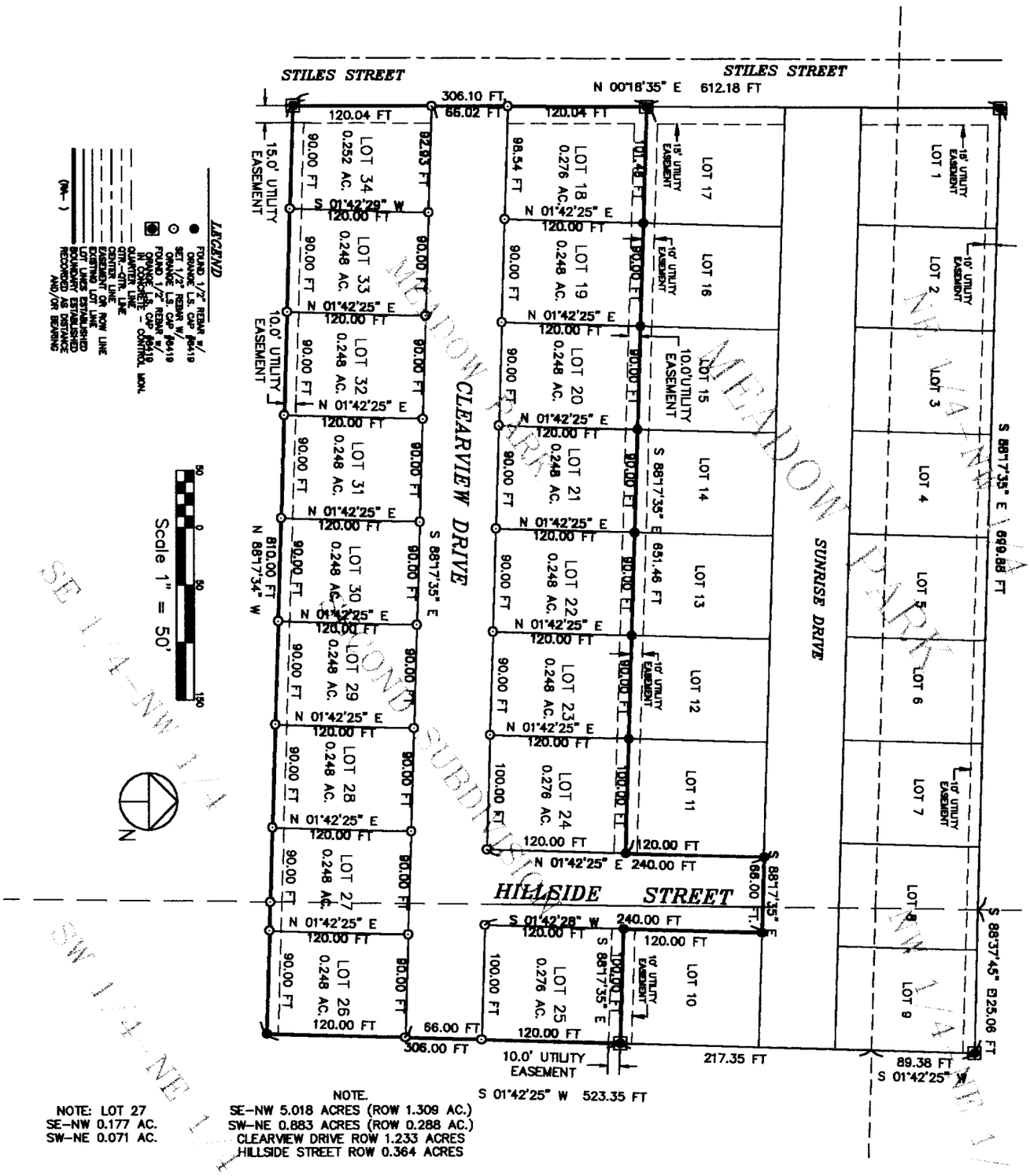
& CH6.

PREPARED BY: J DAVID GIBBS; 105 W. MAIN ST., MANCHESTER, IA 52057 563-927-2434

PLAT OF SURVEY

MEADOW PARK SECOND SUBDIVISION

A SUBDIVISION OF LOT A OF MEADOW PARK, SECTION 28, T89N, R5W OF THE FIFTH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA.



NOTE: LOT 27
SE–NW 0.177 AC.
SW–NE 0.071 AC.

NOTE.
SE–NW 5.018 ACRES (ROW 1.309 AC.)
SW–NE 0.883 ACRES (ROW 0.288 AC.)
CLEARVIEW DRIVE ROW 1.233 ACRES
HILLSIDE STREET ROW 0.364 ACRES

SURVEY REQUESTED BY: JERRY KROGMANN

SURVEYED ON:

PROPRIETORS: *JEROME A. KROGMANN & ROSE ANN KROGMANN*

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

J. David Gibbs 5/1/01

J. DAVID GIBBS, P.E., L.S. LIC. #8419 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2002

LICENSED LAND SURVEYOR J. DAVID GIBBS 8419 IOWA

PAGES OR SHEETS COVERED BY THIS SEAL: 2

GIBBS ENGINEERING & SURVEYING
PROFESSIONAL SERVICES BUILDING
105 WEST MAIN STREET, MANCHESTER, IA 52057

PROJECT NO.	00-24
SCALE:	1"=120'
DATE:	12/20/00
DRAWN BY:	JDG
CHECKED BY:	
FIELD BK:	D.L.
REVISED	
SHEET	1 OF 5

LEGAL DESCRIPTION:

MEADOW PARK SECOND SUBDIVISION, A SUBDIVISION LOT A OF *MEADOW PARK*, SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FIVE WEST (R5W) OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA, containing a total of 5.898 acres, including 1.597 acres of dedicated street right of way, divided into seventeen (17) lots numbered Lot 18 through Lot 34, subject to easements of record, and more specifically described by metes and bounds as follows;

BEGINNING at the Northeasterly Corner of Lot A of *Meadow Park*, City of Manchester, Delaware County, Iowa, as recorded in Book 7 of Plats, Page 188 in the Office of the Delaware County Recorder;

THENCE along the Easterly Line of said Lot A, South 01° 42' 25" West to the Southeasterly Corner of said Lot A, 306.00 feet;

THENCE along the Southerly Line of said Lot A, North 88° 17' 35" West to the Westerly Line of said Lot A, being the Easterly Line of Stiles Street, 810.00 feet;

THENCE along the said Westerly Line, North 00° 18' 35" East to the Southwesterly Corner of Lot 17 of said Meadow Park, 306.10 feet;

THENCE along the Southerly Line of said *Meadow Park*, South 88° 17' 35" East to the Southeasterly Corner of Lot 11 of said Meadow Park, 651.46 feet;

THENCE along the Easterly Line of said Lot 11 to the Southerly Line of Sunrise Drive in said Meadow Park North 01° 42' 25" East 120.00 feet;

THENCE along said Southerly Line South 88° 17' 35" East to the Northwesterly Corner of Lot 10 of said Meadow Park, 66.00 feet;

THENCE along the Westerly Line of said Lot 10, South 01° 42' 25" West to the Southwesterly Corner of said Lot 10, 120.00 feet;

THENCE along the Southerly Line of said Lot 10, South 88° 17' 35" East 100.00 feet to the **POINT OF BEGINNING**;

Containing a total of 5.898 acres, divided into Seventeen (17) lots numbered Lot 18 through Lot 34, and subject to easements of record.

The Easterly Line of the Stiles Street right of way is assumed to bear North 00° 18' 35" East.

SURVEYOR'S CERTIFICATE

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

I hereby certify that a minimum of two (2) control monuments have been found or placed and that all monuments indicated will be placed within one (1) year of the recording of the plat.

J. David Gibbs 5/1/01

J. David Gibbs, L.S. #8419 DATE
My license will be renewed on December 31, 2002



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OWNER'S ACKNOWLEDGMENT

I (we) Jerome A. Krogmann and Rose Ann Krogmann of Delaware County, State of Iowa, do hereby certify that the above survey, as shown by the attached Plat, is made with our free consent, and in accordance with our desire.

Jerome A. Krogmann

Rose Ann Krogmann

State of Iowa)
)
County of Delaware) Ss:

On this 1st day of May A.D. 2001, before me a Notary Public in and for said County, personally appeared Jerome A. Krogmann and Rose Ann Krogmann to me known to be the person(s) named and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for said County

J. DAVID GIBBS
MY COMMISSION EXPIRES
5/17/02

ATTORNEY'S OPINION

I, Mary Lou Tracey, a practicing attorney at law in Manchester, Delaware County, Iowa, have examined the abstract of title to the land included in ***Meadow Park Second Subdivision,*** City of Manchester, Delaware County, Iowa, on premises more specifically described in the Surveyor's Certificate of J. David Gibbs, dated May 1, 2001.

Said abstract has been prepared in its entirety by the Delaware County Abstract Company, Inc., and was last certified to by said company on the 3rd day of May, A.D. 2001 at the hour of eight o'clock A .M.

My examination of said abstract shows good and merchantable title on the date and hour of the certification to be in Jerome A. Krogmann and Rose Ann Krogmann, as Tenants in Common.

Dated at Manchester, Iowa, in said County, this 11th day of May, 2001.

Mary Lou Tracey
Attorney at Law

CERTIFICATE OF TREASURER

I, the undersigned, Carolyn A. Wilson, Treasurer of Delaware County, Iowa, do hereby certify that all taxes and special assessments against ***Meadow Park Second Subdivision,*** City of Manchester, Delaware County, Iowa, have been paid and said real estate is free and clear of all taxes as of this date.

Carolyn A. Wilson, County Treasurer Date

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RESOLUTION APPROVING FINAL PLAT

WHEREAS, the final plat of ***Meadow Park Second Subdivision, City of Manchester, Delaware County, Iowa***, affecting premises more specifically described in the Surveyor's Certificate of J. David Gibbs, dated May 1, 2001 has been filed with the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa; and

WHEREAS, Section 127.33 of Chapter 127 Subdivision Regulations of the City of Manchester allows variances with regard to minimum improvements (Section 127.09) and street standards (Section 127.17); and

WHEREAS, final plat of ***Meadow Park Second Subdivision, City of Manchester, Delaware County, Iowa***, should be approved with the following variances, declarations and conditions;

a. No determination has been made as to compliance with this subdivision and platting requirements which are set forth in the Code of Iowa.
b. Sidewalks will be constructed in front all lots upon the construction of a home on each lot. Construction of all sidewalks within the subdivision shall be required when 75% of the subdivision has sidewalks or within ten (10) years of approval of the final plat, whichever event occurs first. Financial assurance for sidewalk construction shall be provided for by an irrevocable letter of credit on behalf of the developer.

NOW, THEREFORE, BE IT RESOLVED, by the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa, that said ***Meadow Park Second Subdivision, City of Manchester, Delaware County, Iowa,*** be, and the same is hereby acknowledged, approved and accepted on the part of the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa, and the Commission hereby recommends to the City Council the acceptance of the same and the Chairperson and the Secretary are hereby authorized and directed to certify this resolution of approval and affix the same to said plat as provided by law.

Adopted and passed this 9th day of May, A.D., 2001.

CITY OF MANCHESTER IOWA SEAL

PLANNING & ZONING COMMISSION
CITY OF MANCHESTER, IOWA

By LuAnn McQuillen
LuAnn McQuillen, Vice Chairperson

By Julie Swanson
Julie Swanson, Secretary

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 17th day of May, 2001 before me, Janine C. Stellick, a Notary Public in and for the State of Iowa, personally appeared LuAnn McQuillen and Julie Swanson, to me personally known, and, who, being by me duly sworn, did say that they are the Chairperson and Secretary, respectively, of the Planning and Zoning Commission of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by the authority of its Planning and Zoning Commission, as contained in Resolution adopted by the Planning and Zoning Commission on the 9th day of May, 2001, and that LuAnn McQuillen and Julie Swanson acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Janine C. Stellick
Notary Public.

JANINE C. STELLICK My Comm. Exp. 3-4-03

RESOLUTION 082-2001

RESOLUTION APPROVING FINAL PLAT

WHEREAS, final plat of ***Meadow Park Second Subdivision, City of Manchester, Delaware County, Iowa*** Delaware County, Iowa, affecting premises more specifically described in the Surveyor's Certificate of J. David Gibbs, dated May 1, 2001, has been filed with the City Clerk of the City of Manchester, Delaware County, Iowa, and has been acknowledged and approved by the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa, who have recommended acceptance;

WHEREAS, the City Council has fully considered the same and found the same to be in accordance with the ordinances of the City of Manchester, Iowa, relating to plats and additions to cities or within a two mile radius of the City;

WHEREAS, Section 127.33 of Chapter 127 Subdivision Regulations of the City of Manchester allows variances with regard to minimum improvements (Section 127.09) and street standards (Section 127.17); and

WHEREAS, the subdivision plat and its attachments conform to Sections 354.6, 354.11 and 355.8 of the Iowa Code and therefore can be approved pursuant to 354.8 of the Iowa Code;

WHEREAS, the Manchester Planning and Zoning Commission has recommended to the Council that they accept the plat of ***Meadow Park Second Subdivision, City of Manchester, Delaware County, Iowa***, as presented with the following variances, declarations and conditions;

a. No determination has been made as to compliance with this subdivision and platting requirements which are set forth in the Code of Iowa.
b. Sidewalks will be constructed in front all lots upon the construction of a home on each lot. Construction of all sidewalks within the subdivision shall be required when 75% of the subdivision has sidewalks or within ten (10) years of approval of the final plat, whichever event occurs first. Financial assurance for sidewalk construction shall be provided for by an irrevocable letter of credit on behalf of the developer..

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Manchester, Delaware County, Iowa, that said ***Meadow Park Second Subdivision, City of Manchester, Delaware County, Iowa***, be, and the same is hereby acknowledged, approved and accepted on the part of the City of Manchester, Delaware County, Iowa.

The Mayor and City Clerk are hereby directed to certify this approval and affix the same to said final plat as by law provided.
Passed this 21st day of May, A.D. 2001.

Milt L. Kramer, Mayor

ATTEST:
Karen K. Cole, City Clerk

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 22nd day of May, 2001, before me, Julie A. Swanson, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. Cole, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by the authority of its City Council, as contained in Resolution Number R-082-2001 adopted by the City Council on the 21st day of May 2001, and that Milt L. Kramer and Karen K. Cole acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public.
Julie A. Swanson #224151

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RESTRICTIVE COVENANTS
MEADOW PARK 2ND ADDITION SUBDIVISION
IN THE CITY OF MANCHESTER
DELAWARE COUNTY, IOWA

The undersigned, being the owners and developers of lots in the Meadow Park Subdivision in the City of Manchester, Delaware County, Iowa, in order to establish and maintain the residential character of said Subdivision, do hereby covenant and agree that each of these lots shall be subject to the following restrictive covenants, which shall run with the land and be in full force and effect and binding upon all persons who now or may hereafter own one or more said lots or any right or title, or interest therein as follows:

1. All lots described herein shall be known, described, and used solely as residential lots.

2. All dwellings shall be erected on these lots in accordance with the requirements of the Zoning Ordinance of the City of Manchester, Iowa.

3. All housing plans must have the developer's approval before construction is commenced. No building shall be erected on any lot unless the design and location is in harmony with existing structures and locations in the Subdivision.

4. No single family dwelling shall be erected in said Subdivision having a minimum above grade living area square footage of less than:

   a. ranch style 1,150 square feet
   b. two story 1,400 square feet
   c. split foyer 1,150 square feet
   d. tri-level 1,150 square feet
   e. No dwelling shall exceed three (3) stories in height or thirty (30) feet in height, whichever is least. The dwelling shall have an attached garage of no less than two (2) stalls nor more than four (4) stalls. There shall be no detached garages.

5. No lot shall be subdivided.

6. All driveways shall be finished with concrete.

7. The titleholder of each lot, improved or vacant, shall keep the lots free of weeds and debris or other waste.

8. Antennas are permitted if attached to the dwelling and do not extend more than ten (10) feet above the peak of the dwelling. All other antennas, satellite TV dishes, poles for radios and windmills are prohibited.

9. No animals or poultry of any kind shall be kept in any part of any lot and no animal compound or run, enclosure, shelter or dog house, shall be constructed, used or maintained on said lots. All house pets must be kept on a leash. Any pet that is disruptive or causes damage in any way shall violate the restrictive covenants.

10. No noxious or offensive trade shall be conducted upon any of the lots in the Subdivision, nor shall anything be done upon any lot in the Subdivision that may be or become an annoyance or nuisance to the neighborhood.

11. No vans, motor homes, boats or recreational vehicles shall be maintained, parked or kept for any purpose on any of the lots in this Addition for more than 48 hours except within an enclosed garage.

12. There is no time limit within which construction must begin, but after commencement of construction all interior and exterior construction and lot grading and landscaping shall be completed within one (1) year of the date of commencement. No dwelling shall be occupied during construction.

13. No mobile home, modular home or log cabin shall be constructed or located in any lot or lots. Houses, which were previously constructed on another building site, are prohibited from being moved to and placed upon any of the lots in the Subdivision.

14. No truck or other commercial vehicles rated larger that one (1) ton shall be maintained or parked overnight for any purpose in the Subdivision. Builder/Developer shall be able to maintain or park such vehicles until such time as the Subdivision is completed.

15. No trailer, motor home, basement, tent, shack, garage, barn or other out buildings, on said lots, shall at any time be used as a residence temporarily, or permanently, nor shall any residence of a temporary nature be permitted.

16. No inoperable, dismantled, or wrecked motor vehicles, trailers, or machinery or parts thereof, including scrap metal or other scrap materials shall be permitted to be upon or remain upon any of the property within the Subdivision.

17. No above ground swimming pools shall be erected or permitted on any lot within the Subdivision.

18. A perpetual easement is reserved over and along the lot lines of the lots as shown by the recorded plat for utility installation and maintenance and for drainage. No building, walls, fences, paving or planting shall be erected upon any part of the property that will interfere with the easements.

19. These covenants shall run with the land and shall be binding on each and all of the owners of each of said lots or building plots in the Subdivision.

20. If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other Lot or lots in said 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 either to prevent him/her or them from so doing, or to recover damages from such violation.

21. Invalidation of any one or more of these covenants or restrictions by judgment, decision, or decree of a Court shall in no way nor to any extent affect any of the other provisions or restrictions herein provided, which shall remain in full force and effect.

22. Anyone found at fault for violating any of the above covenants or restrictions shall agree to pay all expenses, including attorney's fees, and court costs to enforce compliance with the Restrictive Covenants.

Executed this 1st day of May, 2001.

Jerome A. Krogmann

Rose Ann Krogmann

STATE OF IOWA)
)
COUNTY OF DELAWARE)

On this 1st day of May, 2001, before me undersigned, a Notary Public in and for the State of Iowa, personally appeared Jerome A. Krogmann and Rose Ann Krogmann, husband and wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa

J. DAVID GIBBS
MY COMMISSION EXPIRES
8/17/02