FILED
Date 8-7-01
John R Klaus Jr.
County Assessor

AUG 7 2001

DELAWARE COUNTY IOWA
FILED
2001 AU -7 PM 4:05
BOOK 2001 PAGE 2846
DELORAS L. HAYDON
DELAWARE CO. RECORDER

5.00

CHG

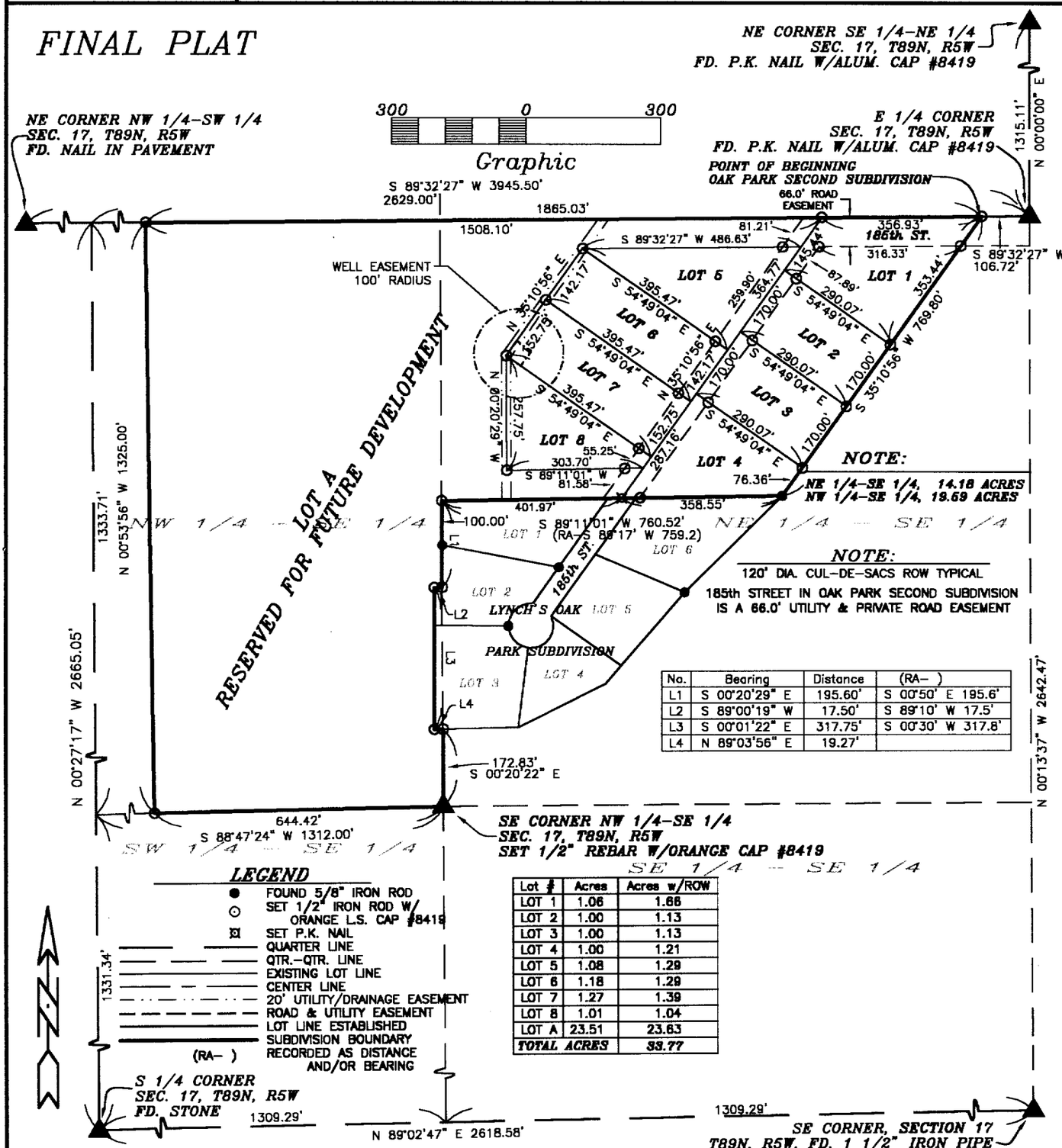
PREPARED BY: J DAVID GIBBS; 105 W. MAIN ST., MANCHESTER, IA 52057 563-927-2434

# SUBDIVISION PLAT

## OAK PARK SECOND SUBDIVISION – PHASE 1

A SUB. OF THE E 1/2 OF THE NW 1/4-SE 1/4 AND PART OF THE NE 1/4-SE 1/4 SEC. 17, T89N, R5W OF THE FIFTH PRICIPAL MERIDIAN, DELAWARE COUNTY, IOWA

## FINAL PLAT




| No. | Bearing | Distance | (RA- ) |
|---|---|---|---|
| L1 | S 00°20'29" E | 195.60' | S 00°50' E 195.6' |
| L2 | S 89°00'19" W | 17.50' | S 89°10' W 17.5' |
| L3 | S 00°01'22" E | 317.75' | S 00°30' W 317.8' |
| L4 | N 89°03'56" E | 19.27' | |

| Lot # | Acres | Acres w/ROW |
|---|---|---|
| LOT 1 | 1.06 | 1.86 |
| LOT 2 | 1.00 | 1.13 |
| LOT 3 | 1.00 | 1.13 |
| LOT 4 | 1.00 | 1.21 |
| LOT 5 | 1.08 | 1.29 |
| LOT 6 | 1.18 | 1.29 |
| LOT 7 | 1.27 | 1.39 |
| LOT 8 | 1.01 | 1.04 |
| LOT A | 23.51 | 23.63 |
| TOTAL ACRES | | 33.77 |

SURVEY REQUESTED BY: BURNELL LYNCH

SURVEYED ON: 5/2000

PROPRIETORS: BURNELL A. LYNCH & VELMA C. LYNCH
1872 HONEY CREEK RD. MANCHESTER, IA 52057

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 8/2/01

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: 1-2

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

| | |
|---|---|
| PROJECT NO. | 99-10 |
| SCALE: | 1"=300' |
| DATE: | 6/2/2000 |
| DRAWN BY: | RLR |
| CHECKED BY: | JDG |
| FIELD BK: | D.L. |
| REVISED | 7/13/2000 |
| SHEET | 1 OF 8 |

BOOK 2001 PAGE 2846

## LEGAL DESCRIPTION:

***OAK PARK SECOND SUBDIVISION,*** *A SUBDIVISION OF THE EAST ONE-HALF (E ½) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) AND PART OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION SEVENTEEN (17), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FIVE WEST (R5W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA,* containing 33.77 acres, divided into Nine Lots (9), numbered Lot 1 through Lot 8 and Lot A (reserved for future development), subject to easements of record, and more specifically described by metes and bounds as follows;

**BEGINNING** East Quarter Corner of Section Seventeen (17), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa;

**THENCE** along the Northerly Line of the Southeast Quarter (SE ¼) and the Northerly Line of 185th Street, South 89° 32' 27" West, 106.72 feet to the **POINT OF BEGINNING**;

**THENCE** South 35° 10' 56" West, to the Northerly Line of Lot 6 of *Lynch's Oak Park Subdivision* as recorded in Book 4 of Plats, Page 17 in the Office of the Delaware County Recorder, 769.80 feet;

**THENCE** along the Northerly Line of said *Lynch's Oak Park Subdivision*, South 89° 11' 01" West, to the Westerly Line of said *Lynch's Oak Park Subdivision*, 760.52 feet;

**THENCE** along the Westerly Line of said *Lynch's Oak Park Subdivision*, South 00° 20' 29" East, 195.60 feet;

**THENCE** continuing along the Westerly Line of said *Lynch's Oak Park Subdivision*, South 89° 00' 19" West, 17.50 feet;

**THENCE** continuing along the Westerly Line of said *Lynch's Oak Park Subdivision*, South 00° 01' 22" East, 317.75 feet;

**THENCE** continuing along the Westerly Line of said *Lynch's Oak Park Subdivision*, North 89° 03' 56" East, to the Easterly Line of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), 19.27 feet;

**THENCE** along the Easterly Line of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), South 00° 20' 22" East, to the Southeast Corner of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), 172.83 feet;

**THENCE** along the Southerly Line of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), South 88° 47' 24" West, 644.42 feet;

**THENCE** North 00° 53' 56" West to the Northerly Line of said Southeast Quarter (SE ¼), 1325.00 feet;

**THENCE** along the Northerly Line said Southeast Quarter (SE ¼), North 89° 32' 27" East, 1865.03 feet to the **POINT OF BEGINNING**;

Containing 33.77 acres, divided into nine Lots (9), numbered Lot 1 through Lot 8 and Lot A (reserved for future development), and subject to easements of record

The Easterly Line of the Northeast Quarter (NE ¼) of Section Seventeen (17), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa is assumed to bear North 00° 00' 00" 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, L.S. #8419 — DATE 8/02/01

My license will be renewed on December 31, 2002

LICENSED LAND SURVEYOR
J. DAVID GIBBS
8419
IOWA

## OWNER'S ACKNOWLEDGMENT

I (we) Burnell A. Lynch and Velma Lynch 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.

Burnell A. Lynch

Velma C. Lynch

State of Iowa )
)
County of Delaware ) Ss:

On this 16th day of May A.D. 2001, before me a Notary Public in and for said County, personally appeared Burnell A Lynch and Velma C. Lubben 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

LEONA M. KUNDE
MY COMMISSION EXPIRES
8-16-2002

## DEDICATION OF EASEMENTS

Burnell A. Lynch and Velma C. Lynch, as owners and developers of ***Lynch's Second Subdivision, Delaware County, Iowa***, see attached Plat, hereby dedicates to the owners of lots in said ***Lynch's Second Subdivision, Delaware County, Iowa,*** their successors and assigns, perpetual use of the easements as shown in the attached plat. Utility easements, water line easements and well easements as shown on the plat along the sides and rear lot lines are also established for said intended use and hereby dedicated to the owners of said lots. Said road right of way and utility easement shall be considered a part of the subdivision roadway system and subject to the Declaration of Covenants, Conditions, Restrictions, Reservations and Grants of ***Lynch's Second Subdivision, Delaware County, Iowa.*** Said road right of way, utility, and drainage easements are hereby retained and dedicated to the City in the event of future annexation of ***Lynch's Second Subdivision***, Delaware County, Iowa.

Dated this 16 day of May 2001.

Burnell A. Lynch

Velma C. Lynch

State of Iowa )
)
County of Delaware) Ss:

On this 16th day of May A.D 2001, before me a Notary Public in and for said County, personally appeared Burnell A. Lynch and Velma C. Lynch 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

LEONA M. KUNDE
MY COMMISSION EXPIRES
8-16-2002



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## CERTIFICATE OF TREASURER

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

Carolyn A. Wilson 5-31-01

Carolyn A. Wilson, County Treasurer Date

## DELAWARE COUNTY E-911 BOARD

Delaware County, Iowa

The foregoing plat of ***Oak Park Second Subdivision***, has been examined and approved as to being in full compliance with Delaware County Ordinance #12, The Uniform Rural Address System, as passed and adopted by the Delaware County Board of Supervisors on the 6th day of August, 1996.

Norman Wellman

Norman Wellman – Coordinator
Delaware County E-911 Board

State of Iowa )
)
County of Delaware) Ss:

On this 31st day of May, 01, before me Donna M. Kuhde a Notary Public in and for the State of Iowa, personally appeared Norman Wellman, to me personally known, and, who, being me duly sworn, did say that he is the Coordinator for the Delaware County E-911 Board.

NOTARIAL SEAL IOWA DONNA M. KUHDE MY COMMISSION EXPIRES 8-16-2002

Donna M Kuhde

Notary Public

## 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 ***Oak Park Second Subdivision,*** Delaware County, Iowa, on premises more specifically described in the Surveyor's Certificate of J. David Gibbs, dated 5/24, 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 25th day of May, A.D., 2001, at the hour of 8:00 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 Burnell Lynch and Velma Lynch.

Dated at Manchester, Iowa, in said County, this 8th day of June, 2001.

Mary Lou Tracey 6/8/01

Attorney at Law Date

# RESOLUTION APPROVING FINAL PLAT

WHEREAS, the final plat of ***Oak Park Second Subdivision, Delaware County, Iowa***, affecting premises more specifically described in the Surveyor's Certificate of J. David Gibbs, dated May 24, 2001 has been filed with the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa; and

WHEREAS, the subdivider, Burnell A. Lynch and Velma C. Lynch has presented an agreement and waiver regarding alternative systems for water, sewer and private streets with the City of Manchester which is attached hereto as Exhibit A, and by this reference made a part hereof, and which has been prepared by the City Attorney; 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, the subdivider has included herewith a Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of ***Oak Park Second Subdivision, Delaware County, Iowa,*** which will control development in the subdivision as shown in Exhibit B; a copy of which is attached hereto and by this reference made a part hereof, and

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

a. In the event this subdivision is annexed into the City of Manchester, the recommendation on zoning status would be residential.
b. No determination has been made as to compliance with this subdivision and platting requirements which are set forth in the Code of Iowa.
c. That easement access shall be provided to all real estate included in the subdivision pursuant to the easements as shown in the attached plat.
d. That plans and specifications shall be submitted to the City for approval for any private sewage disposal systems and private water system prior to development of any lot to be served by said system. Developers consent and agree that the City of Manchester, Iowa, shall have authority to prohibit construction of any private sewage disposal system that does not comply with Chapter 98 of the Manchester City Code.
e. Sidewalks shall not be required at this time. The Owner or Owners of record of the numbered lots may be required to construct sidewalks at a future date as required by the City of Manchester. The cost of said sidewalks shall be assessed to the owner or owners of record of the lots.
f. Improvements to 185th Street, an existing private road, are not required at this time. Improvements in Hunter Lane and 179th Avenue are not required at this time, but will be required for subsequent phases of subdivision.
g. No construction shall be allowed on Lots 1 and 2 until site plans have been submitted to the City for review and approval. Site plans shall verify that sufficient fill has been added to these lots and that no development will be occurring within the 100-year flood plain.
h. Deeds transferring Lot 1 and Lot 2 shall include a requirement that any residence constructed on the lot shall be located above the 100-year flood.

NOW, THEREFORE, BE IT RESOLVED, by the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa, that said final Plat of ***Oak Park Second Subdivision, Delaware County, Iowa,*** and exhibits attached thereto, 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, subject to all conditions and represented and representations preferred to above, 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 and all attachments referred to herein as provided by law.

Adopted and passed this 11th day of July, A.D., 2001.

CITY OF MANCHESTER IOWA SEAL

PLANNING & ZONING COMMISSION
CITY OF MANCHESTER, IOWA

By Dan Stelken
Dan Stelken, Chairperson

By Julie A Swanson
Julie A. Swanson, Secretary

STATE OF IOWA )
) SS.
COUNTY OF DELAWARE )

On this 12th day of July, 2001, before me, Mary E. Kleinschrodt, a Notary Public in and for the State of Iowa, personally appeared Dan Stelken and Julie A. 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 11th day of July, 2001, and that Dan Stelken and Julie A. 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.

Mary E Kleinschrodt
Notary Public

MARY E. KLEINSCHRODT
Commission Number 146960
My Comm. Exp. 10-12-03



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# RESOLUTION R-123-2001

## RESOLUTION APPROVING FINAL PLAT

WHEREAS, the final plat of ***Oak Park Second Subdivision, Delaware County, Iowa*** Delaware County, Iowa, affecting premises more specifically described in the Surveyor's Certificate of J. David Gibbs, dated August 2, 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, the subdivider, Burnell A. and Velma C. Lynch, has presented an agreement and waiver regarding alternative systems for water, sewer and private streets with the City of Manchester which is attached hereto as Exhibit A, and by this reference made a part hereof, and which has been prepared by the City Attorney; 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, the subdivider has included herewith a Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of ***Oak Park Second Subdivision, Delaware County, Iowa,*** which will control development in the subdivision as show in Exhibit B, a copy of which is attached hereto and by this reference is made a part hereof; and

WHEREAS, the City Council determines that it would not be appropriate to require installation of certain public improvements in conjunction with the approval of said subdivision; 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 amended preliminary plat of ***Oak Park Second Subdivision, Delaware County, Iowa***, as presented with the following declarations and conditions;

a. In the event this subdivision is annexed into the City of Manchester, the recommendation on zoning status would be residential.
b. No determination has been made as to compliance with this subdivision and platting requirements which are set forth in the Code of Iowa.
c. That easement access be provided to all real estate included in the subdivision pursuant to the easements as shown on the attached plat.
d. That plans and specifications shall be submitted to the City for approval for any private sewage disposal systems and private water system prior to development of any lot to be served by said system. Developers consent and agree that the City of Manchester, Iowa, shall have authority to prohibit construction of any private sewage disposal system that does not comply with Chapter 98 of the Manchester City Code.
e. Sidewalks shall not be required at this time due to low pedestrian traffic needs. The Owner or Owners of record of the numbered lots may be required to construct sidewalks at a future date as required by the City of Manchester should pedestrian traffic warrant. The cost of said sidewalks shall be assessed to the owner or owners of record of the lots.
f. Improvements to 185th Street, an existing private road, are not required at this time. Improvements in Hunter Lane and 179th Avenue are not required at this time, but will be required for subsequent phases of subdivision.
g. No construction shall be allowed on Lots 1 and 2 until site plans have been submitted to the City for review and approval. Site plans shall verify that sufficient fill has been added to these lots and that no development will be occurring within the 100-year flood plain.
h. Deeds transferring Lot 1 and Lot 2 shall include a requirement that any residence constructed on the lot shall be located above the 100-year flood.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Manchester, Delaware County, Iowa, that said Final Plat of ***Oak Park Second Subdivision, Delaware County, Iowa***, and exhibits attached thereto, subject to all conditions and representations and referred to above, 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 plat as and all attachments referred to herein by law provided.

Passed this 6th day of August, A.D., 2001.

Milt L. Kramer, Mayor

ATTEST: Karen K. Cole, City Clerk

STATE OF IOWA )
) SS.
COUNTY OF DELAWARE )

On this 7th day of August, 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 123-2001 adopted by the City Council on the 6th day of August, 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.

NOTARIAL SEAL IOWA
JULIE A. SWANSON
Commission Number 224151
My Comm. Exp. 8-23-02

Preparer: James T. Peters, P.O. Box 774, Independence, IA 50644; (319)334-9992

# NOTICE OF AGREEMENT FOR ALTERNATIVE SYSTEMS FOR SEWER AND WATER AND PRIVATE STREETS

## OAK PARK SECOND SUBDIVISION DELAWARE COUNTY, IOWA

THE UNDERSIGNED, Burnell A. Lynch and Velma C. Lynch, as Developers of Oak Park Second Subdivision, Delaware County, Iowa, more specifically described as:

> Oak Park Second Subdivision, a subdivision of the East ½ of the Northwest 1/4 of the Southeast 1/4 and part of the Northeast 1/4 of the Southeast 1/4 of Section 17, Township 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa,

record this notice to serve as formal notice to all purchasers of property of lots located within the above-described property of the following:

1. That as Developers, they have agreed to be bound by the terms of Exhibit A, a copy of which is attached hereto, and they further agree that obligations created by the agreement shown on Exhibit A shall run with the land, being binding upon all subsequent owners.

2. That the Developers have agreed as set forth in Exhibit A that no residence or other structure designed for human habitation shall be constructed upon any lot within the subdivision without construction of a private sewage disposal facility located entirely upon the lot where the residential structure is located. Said private sewage system must comply with all state, county, and other applicable health regulations.

3. Developers specifically have granted to the City of Manchester, Iowa, and acknowledge its authority to review all plans for private sewer systems serving residential structures located upon lots in the above-described property.

4. Developers further acknowledge and provide notice that private sewer systems constructed on the above-described property must receive prior approval by the City of Manchester, Iowa, and failure to obtain prior approval for the construction of a private sewage system may result in the City obtaining an injunction to prohibit construction of structures upon the property and obtaining all other remedies allowed by law necessary to assure that the private sewage system complies with all state, county, and other applicable health regulations.

5. That no residence or other structure designed for human habitation shall be constructed upon any lot within the subdivision without obtaining prior approval from the City of Manchester, Iowa, of the private water system serving the lot. All private water systems serving the lot shall comply with all state, federal, county, and other applicable health regulations. Failure to obtain prior approval by the City of Manchester, Iowa, of the private water system shall authorize the City of Manchester, Iowa, to obtain injunctive relief prohibiting any further construction of facilities located on the lot and any other relief provided by law.

6. All property located within the subdivision shall be subject to each and every term and condition set forth on Exhibit A which is attached hereto.

7. The City of Manchester, Iowa, shall be authorized to review all plans for construction of a private street located within the subdivision prior to construction of the street and consistent with the terms of the agreement shown on Exhibit A.

8. No construction may occur on Lots 1 and 2 until sufficient fill has been added to comply with federal law. All development of Lots 1 and 2 shall require compliance with municipal, county, state, and federal regulation of flood plains.

9. The City of Manchester, Iowa, shall have authority to enforce all of the terms and conditions set forth on Exhibit A by injunctive relief, damages, or any other remedy allowed by law, which shall include the right to be reimbursed for reasonable attorney fees incurred by the City in enforcing a violation of the terms of the attached agreement and this notice.

10. Developers shall have no liability and shall not be responsible for actions taken by subsequent landowners in violation of the agreements referred to herein.

Burnell A. Lynch

Burnell A. Lynch

Velma C. Lynch

Velma C. Lynch

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 6th day of Aug, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Burnell A. Lynch and Velma C. Lynch, 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.

Donna M. Lunde

Notary Public in and for said State.

DONNA L. LUNDE
Commission Number 175697
My Commission Expires
8-16-2003

**EXHIBIT "B"**

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND GRANTS OF OAK PARK SECOND SUBDIVISION, DELAWARE COUNTY, IOWA**

The undersigned, Burnell A. Lynch and Velma C. Lynch, named as grantors in the Plat of:

Oak Park Second Subdivision, a subdivision of the East One-Half (E ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) and part of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Seventeen (17), Township Eighty-Nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, subject to easements of record.

A copy of said plat being attached hereto, same to be recorded relating to all areas described the plat subsequent to approval of the City of Manchester, Iowa, and its Planning and Zoning Commission, which approval shall be evidenced by signature of the Chairperson of the Planning and Zoning Commission hereto, and by duly certified copy of the Resolution of the City Council of Manchester, Iowa, approving same, pursuant to Iowa Code Section 354.9.

Hereby covenant with the respective purchasers of the several lots and tracts as described in said Plat, that the following restrictions be and the same hereby are, by this reference, included in each conveyance having to do with said premised, and is further agreed that the following covenants are mutually binding on the aforesaid grantors by suitable reference in the Contract and Deed to any portion thereof; and are intended and shall run with the land and be binding on all owners thereof, their heirs, successors and assigns:

1. RESIDENTIAL – All lots described in said Plat shall be known, described and used solely as residential lots, and no structure shall be erected on any residential building lot other than one detached single family dwelling not to exceed two (2) stories in height with one or two car garage that must be attached to said dwelling structure.

2. BUILDING LINES – In order to create a uniform building line, any building built on any of the platted lots must be set back at least thirty (30) feet from the platted private street right of way or easement line or rear lot line and same shall face said road.

3. PLACEMENT – No building structure on any lot in said plat shall be built nearer than twenty-five (25) feet. Building structure for such purpose shall not include the overhang of a roof. Minimum side yard setback shall be fifteen (15 feet).

4. LOT USE AND SALE – Only one (1) residential unit per lot shall be erected on any lot as shown on the recorded plat.

5. CONTIGUOUS PROPERTY – Lots 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 that is smaller than an original lot.

6. TEMPORARY BUILDINGS – No trailer, basement, tent, shack, garage, barn or other out building erected in the tract, shall at anytime be used as a residence, temporary or permanently, nor shall any residence of a temporary character be permitted.

7. SIZE OF RESIDENCE – No dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 1,000 square feet (not

including basement or garage) in the case of a one story structure; nor less than 900 square feet (not including basement or garage) in the case of a one and one half (1-1/2) story or two (2) story structure.

8. RESTRICTIONS – Title holder of each platted lot, vacant or improved, shall keep his lot or lots free of weeds and debris. No obnoxious or offensive industrial or commercial trade shall be carried on upon any lot. No animal agriculture activity (as distinguished from cropping, which may be allowed) shall be conducted within ten (10) feet of the lot line of any lot upon which lot a residence is at that time occupied.

9. PRIVATE DRIVE – Thereafter, grantors hereby covenant they have build to proper grade, with adequate drainage, the existing 185th Street, for access to any lot at the time of sale thereof. All later improvements and maintenance of said road, including snow removal, shall be the mutual responsibility of each occupied lot.

10. VIOLATIONS – If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein as long as these convents are in effect, it shall be lawful for any other person or persons owning any other lots of 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 them from so doing or to recover damages for such violations.

11. COVENANTS TO RUN WITH LAND – These covenants are to run with the land and shall be binding on all the parties and persons claiming under them for the period of twenty (20) years, at which time such covenant shall be automatically extended for successive periods of twenty (20) years unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part.

12. INVALIDATION – Invalidation of any one of these covenants by Judgment or Court Order shall in no way effect any of the other provisions which shall remain in full force and effect.

Burnell A. Lynch

Velma C. Lynch

State of Iowa )
)
County of Delaware ) Ss:

On this 16th day of May A.D 2001, before me a Notary Public in and for said County, personally appeared Burnell A. Lynch and Velma C. Lynch 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

MY COMMISSION EXPIRES 8-16-2002