DELAWARE COUNTY IOWA
FILED ✓

2001 OCT 18 PM 12:01

BOOK 2001 PAGE 3737
DEBORAH L. HUXTON
DELAWARE COUNTY AUDITOR
81.00

FILED
SHARON M. SCOTT
DELAWARE COUNTY AUDITOR

OCT 18 2001

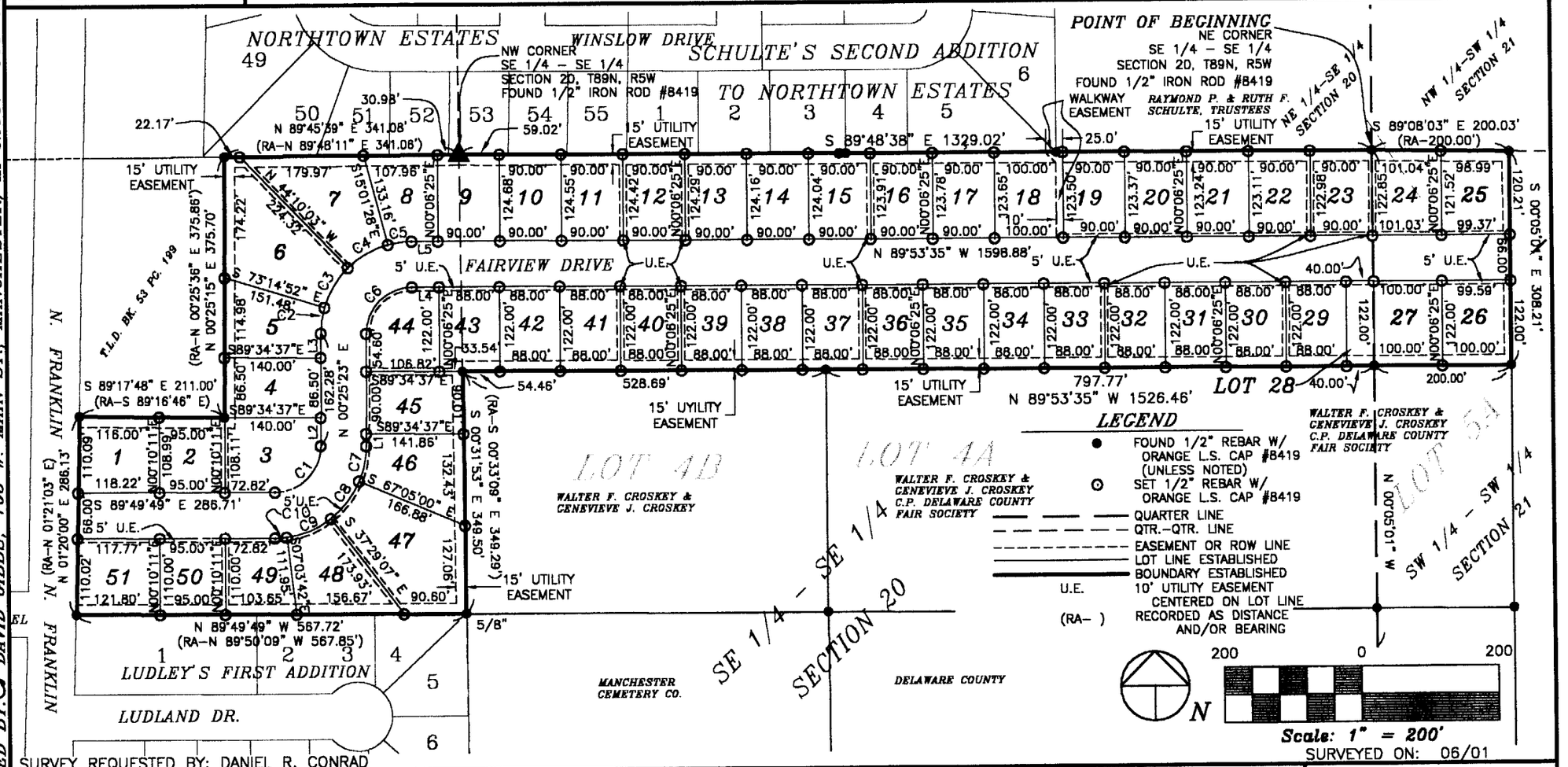
FILED
Date 10-18-2001

BOOK 2001 PAGE 3737

PLAT OF SURVEY

FAIRVIEW ACRES

A SUBDIVISION OF PARCEL H, SECTION 20; LOT 4C AND 5C OF THE SUBDIVISIONS OF LOT 4 & 5 AND LOT 5B OF AUDITOR'S PLAT NO. 5 – TOOL'S FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 20, AND OF THE SW 1/4 OF SECTION 21, ALL IN TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA



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

SURVEY REQUESTED BY: DANIEL R. CONRAD

SURVEYED ON: 06/01

SCALE:	1"=200'
DATE:	06/20/01
DRAWN BY:	KRS
CHECKED BY:	JDG
FIELD BK:	
REVISED:	09/28/01
SHEET	1 OF 7

PROPRIETORS: DANIEL R. CONRAD

908 MAQUOKETA DRIVE SE
CASCADE, IA 52033

PROJECT NO. 01–18

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, P.E., L.S. — LISCENSE #8419 — 9/10/01 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2002

LICENSED LAND SURVEYOR
J. DAVID GIBBS
8419
IOWA

PAGES OR SHEETS COVERED BY THIS SEAL: 1–3

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

PLAT OF SURVEY

FAIRVIEW ACRES

A SUBDIVISION OF PARCEL H, SECTION 20; LOT 4C AND 5C OF THE SUBDIVISIONS OF LOT 4 & 5 AND LOT 5B OF AUDITOR'S PLAT NO. 5 – TOOL'S FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 20, AND OF THE SW 1/4 OF SECTION 21, ALL IN TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

NUMBER	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD LENGTH	CHORD DIRECTION
C1	104.95	67.00	89°44'48"	94.54	S 45°17'47" W
C2	37.90	133.00	16°19'45"	37.78	S 08°35'15" W
C3	67.50	133.00	29°04'49"	66.78	S 31°17'32" W
C4	67.65	133.00	29°08'35"	66.92	S 60°24'14" W
C5	35.12	133.00	15°07'53"	35.02	S 82°32'28" W
C6	104.87	67.00	89°41'02"	94.49	N 45°15'54" E
C7	52.21	133.00	22°29'37"	51.88	N 11°40'12" E
C8	68.71	133.00	29°35'53"	67.94	N 37°42'56" E
C9	70.62	133.00	30°25'25"	69.80	N 67°43'36" E
C10	16.79	133.00	07°13'53"	16.77	N 86°33'15" E

NUMBER	DIRECTION	DISTANCE
L1	N 00°25'23" E	17.68'
L2	N 00°25'23" E	40.78'
L3	N 00°25'23" E	34.99'
L4	N 89°53'35" W	39.52'
L5	N 89°53'35" W	38.48'

LOT NO.	AREA	LOT NO.	AREA
1	0.2945	28	0.1120
2	0.2367	29	0.2465
3	0.3240	30	0.2465
4	0.2780	31	0.2465
5	0.3052	32	0.2465
6	0.5084	33	0.2465
7	0.4283	34	0.2465
8	0.2616	35	0.2465
9	0.2577	36	0.2465
10	0.2575	37	0.2465
11	0.2572	38	0.2465
12	0.2569	39	0.2465
13	0.2567	40	0.2465
14	0.2564	41	0.2465
15	0.2561	42	0.2465
16	0.2559	43	0.2464
17	0.2556	44	0.2752
18	0.2837	45	0.2915
19	0.2550	46	0.3403
20	0.2548	47	0.5491
21	0.2545	48	0.3292
22	0.2542	49	0.2443
23	0.2540	50	0.2399
24	0.2834	51	0.3048
25	0.2752	TOTAL	14.0048
26	0.2795	STREET	3.577
27	0.2801	TOTAL	17.5818

GIBBS ENGINEERING & SURVEYING

105 WEST MAIN STREET, MANCHESTER, IA 52057

	PROJECT NO. 01-18
REVISED	DATE: 9/23/01
DRAWN BY: jdg	SCALE: 1"=200'
CHECKED BY:	SHEET 2 OF 7

LEGAL DESCRIPTION:

FAIRVIEW ACRES, *A SUBDIVISION OF PARCEL H, SECTION TWENTY (20); LOT 4C AND LOT 5C OF THE SUBDIVISION OF LOT 4 AND LOT 5 OF AUDITOR'S PLAT NO. 5 - TOOL'S FIRST ADDITION, A SUBDIVISION OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWENTY (20), AND OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION TWENTY-ONE (21), ALL IN TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FIVE WEST (R5W) OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA,* containing a total of 17.58 acres, divided into fifty-one (51) lots numbered Lot 1 through Lot 51, subject to easements and restrictions of record, and more specifically described by metes and bounds as follows;

BEGINNING at the Northwest Corner of Lot Five C (5C) of the *Subdivision of Lot 5B of the Subdivision of Lot 4 and Lot 5 of Auditor's Plat No. 5 – Tool's First Addition, Manchester, Iowa* as recorded in Book 2001 of Plats, Page 1574 in the Office of the Delaware County Recorder, also being the Northeast Corner of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Twenty (20), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian, City of Manchester, Delaware County, Iowa;

THENCE along the Northerly Line of said Lot 5, South 89° 08' 03" East to the Northeast Corner of said Lot 5C, 200.03 feet;

THENCE along the Easterly Line of said Lot 5C, South 00° 05' 01" East to the Southeasterly Corner of said Lot 5C, 308.21 feet;

THENCE along the Southerly Line of said Lot 5C and the Southerly Line of Lot 4C of the *Subdivision of Lot 4 and Lot 5 of Auditor's Plat No. 5 – Tool's First Addition, Manchester, Iowa* as recorded in Book 2001 of Plats, Page 967, North 89° 53' 35" West to the Southwesterly Corner of said Lot 4C, being on the Easterly Line of *Parcel H of Section 20, Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth P.M.*, as recorded in Book 2000, Page 3439 in the Office of the Delaware County Recorder, 1526.46 feet;

THENCE along the Easterly Line of said Parcel H, South 00° 31'53" East to the Southeasterly Corner of said Parcel H, 349.50 feet;

THENCE along the Southerly Line of said Parcel H, North 89° 49' 49" West to the Southwesterly Corner of said Parcel H, also being the Easterly Line of North Franklin Street, 567.72 feet;

THENCE along the Westerly Line of said Parcel H, North 01° 20' 00" East to the Southwesterly Corner of a 1.8 Acre Parcel as recorded in Book 53, T.L.D., Page 199 in the Office of the Delaware County Recorder, 286.13 feet;

THENCE along the Southerly Line of said 1.8 Acres Parcel, South 89° 17' 48" East, to the Southeasterly Corner of said Parcel, 211.00 feet;

THENCE along the Easterly Line of said Parcel, North 00° 25' 15" East to the Northeasterly Corner of said Parcel, 375.70 feet;

THENCE along the Northerly Line of said Parcel H, North 89° 45' 39" East to the Northwesterly Corner of said Lot 4C, 341.08 feet;

THENCE along the Northerly Line of said Lot 4C, South 89° 48' 38" East 1329.02 feet to the **POINT OF BEGINNING**;

Containing a total of 17.58 acres, divided into fifty-one (51) lots numbered Lot 1 through Lot 51 and subject to easements of record.

The Easterly Line of the Southeast Quarter (SE ¼) of Section 20, T89N, R5W, of the Fifth P.M. is assumed to bear North 00° 05' 01" West.

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.

David Gibbs 9/28/01

J. David Gibbs, L.S. #8419 DATE

My license will be renewed on December 31, 2002



OWNER'S ACKNOWLEDGMENT

I (we) Daniel R. Conrad and Jacquelyn A. Conrad of Dubuque 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.

Daniel R. Conrad

Jacquelyn A. Conrad

State of Iowa)
)
County of Dubuque) Ss:

On this 5th day of October A.D. 2001, before me a Notary Public in and for said County, personally appeared Daniel R. Conrad and Jacquelyn A. Conrad 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

TODD J. LOCHER
COMMISSION # 176419
MY COMMISSION EXPIRES
10-12-03

DEDICATION

The undersigned owners of the land described in the foregoing surveyor's certificate have caused said tract to be surveyed and subdivided in the manner shown on the above plat, which shall hereafter be know as *Fairview Acres, City of Manchester, Delaware County, Iowa.* All streets and alleys shown upon the plat and survey are hereby dedicated to public use forever for street purposes.

All easements for utilities, sidewalks or other public easements shown on the above plat are further hereby granted to the City of Manchester, Iowa, for the purpose of installing and maintaining public utilities or other facilities, in, under, or over said easements.

IN WITNESS WHEREOF, we have set our hands this 5th day of Oct, 2001.

Daniel R. Conrad

Jacquelyn A. Conrad

STATE OF IOWA, COUNTY OF Dubuque, SS:

On this 5th day of October, 2001, before me the undersigned, a Notary Public in and for said State, personally appeared Daniel R. Conrad and Jacquelyn A. Conrad, to me know 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 said State.

TODD J. LOCHER
COMMISSION # 176419
MY COMMISSION EXPIRES
10-12-03

MORTGAGE HOLDERS ACKNOWLEDGMENT

The Security State BAnk, State of Iowa, does hereby certify that the above survey, as shown by the attached Plat, is made with our free consent and in accordance with our desire as mortgage holder of a portion of the premises described herein.

SECURITY STATE BANK

By _____
Thomas I. McDermott EVP

By _____
Barbara A. Morreim

STATE OF IOWA, Dubuque County, Iowa, Ss:

On this 15th day of October, 2001 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas I. McDermott and Barbara A. Morreim, to me personally known, who being duly sworn, did say that they are the EVP and VP respectively, of the Security State Bank executing the within and foregoing instrument to which this is attached, that (no seal has been procured by the) (the seal affixed hereto is the seal of the) Bank; that said instrument was signed (and sealed) on behalf of the Security State Bank by authority of its Board of Directors; and that Thomas I. McDermott and Barbara A. Morreim as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the Security State Bank, by it and by them voluntarily executed.

_____
Notary Public in and for said State

PATRICIA J. TRUMM
Commission Number 177783
My Comm. Exp. 1/27/04

ATTORNEY'S OPINION

I, Todd J. Locher, a practicing attorney at law in Farley, Dubuque County, Iowa, have examined the abstract of title to the land included in ***FAIRVIEW ACRES,*** City of Manchester, Delaware County, Iowa, on premises more specifically described in the Surveyor's Certificate of J. David Gibbs, dated September 28, 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 9th day of October, 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 DANIEL R. CONRAD, subject to a Deed of Trust to Security State Bank dated June 12, 2001 and recorded June 21, 2001 in Book 2001, Page 2157 of the records of Delaware County, Iowa.

Dated at Farley, Iowa, in said County, this 15th day of October, 2001.

_____
Attorney at Law- Todd J. Locher

CERTIFICATE OF TREASURER

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

_____ 10-18-01
Carolyn A. Wilson, County Treasurer Date

RESOLUTION APPROVING FINAL PLAT

WHEREAS, the final plat of ***FAIRVIEW ACRES, City of Manchester, Delaware County, Iowa***, affecting premises more specifically described in the Surveyor's Certificate of J. David Gibbs, dated 09/10/01 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 ***FAIRVIEW ACRES, 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 title interest in two lots of the subdivision.
c. Block length may exceed 1300 feet due to limitation in surrounding previous development.
d. The access easement provided as Lot 28 need not comply with private street standards as all proposed and existing lots will have access to public streets.

NOW, THEREFORE, BE IT RESOLVED, by the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa, that said ***FAIRVIEW ACRES, 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 10th day of October, A.D., 2001.

PLANNING & ZONING COMMISSION
CITY OF MANCHESTER, IOWA

By Dan Stelken
Dan Stelken, Chairperson

By Julie Swanson
Julie Swanson, Secretary

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 16th day of October, 2001, before me, Catherine J. Burke, a Notary Public in and for the State of Iowa, personally appeared Dan Stelken 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 10th day of October, 2001, and that Dan Stelken 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.

CATHERINE J. BURKE
MY COMMISSION EXPIRES
8-19-03

Catherine J. Burke
Notary Public.

A:\0018LEGAL.doc

R-183-2001
RESOLUTION APPROVING FINAL PLAT

WHEREAS, final plat of ***FAIRVIEW ACRES, City of Manchester, Delaware County, Iowa*** Delaware County, Iowa, affecting premises more specifically described in the Surveyor's Certificate of J. David Gibbs, dated September 10, 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 ***FAIRVIEW ACRES, 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 a title interest in two of the lots in the subdivision.
e. Block length may exceed 1300 feet due to limitation in surrounding previous development.
c. The access easement provided as Lot 28 need not comply with private street standards as all proposed and existing lots will have access to public streets.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Manchester, Delaware County, Iowa, that said ***FAIRVIEW ACRES, 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 15th day of October, A.D., 2001.

Milt L. Kramer
Milt L. Kramer, Mayor

ATTEST:
Karen K. Cole
Karen Cole, City Clerk

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 16th day of October, 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 183-2001 adopted by the City Council on the 15th day of October, 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.

Julie A. Swanson
Notary Public.

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

Todd J. Locher, Locher & Locher, 202 2nd Avenue NW, Box 7, Farley, IA 52046 (563) 744-3359

FAIRVIEW ACRES
DECLARATORY STATEMENT
IMPOSING RESTRICTIVE COVENANTS

Daniel R. Conrad, the fee owner of the following real estate to-wit:

Fairview Acres, a Subdivision of Parcel H, Section Twenty (20); Lot 4C and Lot 5C of the Subdivision of Lot 4 and Lot 5 - Tool's First Addition, A Subdivision of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty (20), and of the Southwest Quarter (SW 1/4) of Section Twenty-One (21), all in Township Eighty-Nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian, City of Manchester, Delaware County, Iowa, containing a total of 17.58 acres, divided into fifty-one (51) lots numbered Lot 1 through Lot 51 subject to easements and restrictions of record, and more specifically described by metes and bounds according to the recorded plat thereof,

hereby make the following declarations as to the limitations, restrictions and uses to which the above lots may be put, hereby specifying that said declaration shall constitute covenants to run with all of said lots, as provided by law, and shall be binding upon all parties and all persons claiming under them and for the benefit of and limitations upon all future owners of said Lots:

1. All of the aforesaid described lots shall be used, solely and exclusively, as and for one (1) private single family residence and a private garage attached to said residence. Exceptions are Lot 28, which is a non-buildable lot, and Lot 26 and 27 which includes a temporary easement for a detention basin.

2. The titleholder or developer shall comply with all building set back requirements promulgated by the City of Manchester.

3. Architectural review process:

(a) Objectives. Developers objectives are to carry out the general purposes expressed in the Declaration; and to assure that any improvement or changes in properties will be of good and attractive design and in harmony with the natural beauty of the area; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area. To achieve these goals, an "Architectural Review Committee" shall be established to approve all plans prior to construction.

(b) Architectural Review. To achieve Developer's objectives, the Developer shall have the power to administer this Declaration with regard to approving or disapproving those matters that are expressed herein to be within the jurisdiction of the Developer.

(c) Matters Requiring Approval. Prior written approval shall be obtained from the Developer with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, no building, fence, wall, driveway access, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, elevations, heights, materials, color, location, grade, and proposed lawn and landscaping have been submitted to and approved in writing by the Architectural Review Committee.

(d) Procedure. Whenever approval is required of the Developer, appropriate

plans and specifications shall be submitted to the Developer. The Developer shall either approve or disapprove such design, location, proposed construction and clearing activities within thirty (30) days after said plans and specifications have been submitted to it: except that, if such plans and specifications are deficient. The Developer may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons. If such plans and specifications are not approved or disapproved within thirty (30) days after submission, approval will not be required and this Article will be deemed fully complied with.

(e) Assignability. The function of the Developer under this architectural review process may be assignable at the option of the Developer to a committee comprised of three (3) owners of lots located within the development described above.

4. That titleholder can construct one (1), eight (8) foot by six (6) foot storage building on the rear of the lot, using materials that would match the residence on said lot. No metal buildings are allowed.

5. The square foot area of each single family residence shall not be less than one thousand two hundred (1200) square feet for a residence having one (1) story and one thousand eight hundred (1800) square feet for a residence having more than one (1) story, exclusive of open porches, garages and basements; whether finished or unfinished. Each single family residence shall have an attached garage sufficient to accommodate, at a minimum, two cars. Each single family residence must have a minimum roof pitch of 5/12.

6. The individual title holders of each lot (excluding the Developer) shall be responsible for constructing a sidewalk on their lot in accordance with the ordinances of the City of Manchester. Said sidewalk(s) are to be completed by the individual titleholder within twelve (12) months of acquiring title to the lot.

7. No trailer, mobile home, basement, tent, shack, garage, barn or any other out building erected on any of the above described property shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

8. No basement of residence shall be occupied as a dwelling place until such time as the exterior of said residence is fully completed, including permanent siding, stoops, steps and finish grading of the lot, nor until such time as the interior of such dwelling is completed to the extent that all ceilings and interior walls, including wall surfaces, other than paint and/or other similar decoration, have been installed.

9. The exterior of the residence and garage, seeding, sodding, grading, and general landscaping shall be completed within twelve (12) months after excavation is commenced for the construction of said residence and garage.

10. The title holder to each lot, vacant and/or improved, shall keep the lawn area and construction site free of weeds and debris and shall keep the grass cut to give the premises a neat and orderly appearance.

11. No business of any kind or nature, for pecuniary profit or otherwise, shall be carried on upon the above described property nor shall any educational institution, school, or children's nursery be conducted, held or carried on upon the premises, nor shall the premises be used for any purposes either directly or indirectly connected with any eleemosynary or educational institution, nor shall anything be done therein or thereon which may be or become a nuisance to the neighbors or the neighborhood.

12. Only passenger automobiles shall be permitted to stand at any time upon the above described property and the streets adjacent thereto, except the service vehicles actually used in the construction of the residence and improvements or for the purpose of performing services to the owner of any of said lots.

13. No boat, snowmobile, camping or recreational vehicle or trailer, nor trailer used to carry the same, nor any other vehicle or devise capable of carrying passengers or cargo, shall be

kept or stored on any of said lots except within the garage.

14. No unused automobile, machinery, or junk materials shall be kept upon any of said lots, nor shall any vehicle built for, or adapted to, or modified for, racing purposes be kept or stored upon any of said lots. No animal, except one dog or one cat, may be raised or kept, except within the garage, nor shall any dog kennel, be maintained upon said lots. All dogs and cats shall be kept on a leash at all times, except when in the family residence or garage.

15. No signs, billboards, or advertising devises, except those used in the sale of the property, shall be permitted.

16. Drainage, sewage and utility easements shall exist upon the properties as shown upon the applicable plats.

17. No fences shall be constructed and maintained upon any lots. Hedges consisting of ornamental shrubbery and plantings shall be permitted provided they are maintained in a neat appearance.

18. All electrical, gas, telephone, TV cable services and other utilities to the residence shall be installed and maintained underground by the respective property owners, their successors and assigns.

19. All lots shall have sufficient off-street parking to accommodate at least two (2) automobiles, including garage space.

20. No lot may be subdivided.

21. All residences shall comply with all applicable ordinances of the City of Manchester, as the same now or hereafter may exist.

22. In the event that the owner or his heirs, successors or assigns of any of said lots shall violate any of the covenants and restrictions herein contained, it shall be lawful for any person or persons owning any of said lots to institute any proceedings, at law or in equity, against the person or persons violating or attempting to violate any such covenant or restriction, to either prevent him or them from so doing or recover damages for such violation, or both.

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

24. These covenants may be modified by an affirmative vote of two-thirds (2/3) of the then owners of said lots (each lot owner being entitled to one vote for each lot owned).

25. These covenants and restrictions shall run with the land and shall be binding upon all of the owners of said lots, their heirs, grantees, successors and assigns, and all persons claiming by, through and under them, until September 1, 2021, at which time the covenants and restrictions contained herein shall be automatically extended for successive periods of twenty (20) years unless, by the affirmative vote of two-thirds (2/3) of the then owners of said lots, (each lot owner being entitled to one (1) vote for each lot owned) it is agreed to chance the covenants and restrictions in whole or in part.

Dated this 15th day of October, 2001.

Daniel R Conrad

Daniel R. Conrad

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this 15th day of October, 2001, before, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Daniel R. Conrad, to me personally known, who being by me duly sworn, did say that they executed the foregoing instrument as their voluntary act and deed.

Notary Public

NOTARIAL SEAL IOWA

TODD J. LOCHER
COMMISSION # 176419
MY COMMISSION EXPIRES
10-12-03

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

SECURITY FOR INSTALLATION OF IMPROVEMENTS

FAIRVIEW ACRES SUBDIVISION

WHEREAS, Daniel Conrad has filed with the City of Manchester, Iowa, a plat of a proposed subdivision located in Manchester, Iowa, more specifically described as Fairview Acres Subdivision, Plat, and shown thereon the subdivision plat improvements for installation of sidewalks as required by law to be constructed prior to approval of said subdivision and plat; and

WHEREAS, provision has been made by law and ordinance whereby the Developer may, in lieu of final completion of construction of sidewalks, file with the City appropriate security, which shall indemnify the City and secure the City the actual construction of such improvements, in a manner satisfactory to said City, in the event said principal shall fail to install said sidewalk in a timely manner.

NOW, THEREFORE, Developer submits to the City and the City accepts security on the following terms and conditions:

1. Developer shall execute separate general warranty deeds in favor of the City of Manchester, Iowa, for Lots __24__ and _25____, Fairview Acres, City of Manchester, Iowa. Said deeds shall be held by the City as security for timely completion of sidewalk construction as shown on the above-referenced preliminary plat. Timely completion shall require:
   a. That sidewalks be constructed in front of all lots where construction of a home has been completed.
   b. That construction of all sidewalks within the subdivision shall be completed when 75% of the sidewalks shown on the subdivision plat have been installed.
   c. That all sidewalks shall be installed as shown on the subdivision plat within 10 years from the approval of the final plat of the subdivision.

2. In the event Developer fails to timely complete construction of sidewalks as shown as shown above, the City shall take the following action:

   a. Written notice shall be given to the Developer stating the City will record the general warranty deeds to Lots __24__ and _25___ in satisfaction of the cost of installing sidewalks.

b. Notice shall be provided by ordinary mail to the address of the Developer shown below:

Daniel Conrad
908 Maquoketa Drive E
Cascade, IA 52033

c. If all sidewalk improvements shown on the subdivision plat are not completed within 30 days of the mailing of notice from the City, the City shall be authorized to record the deeds and dispose of the property without further notice to Developer and without regard to the actual costs for construction of remaining sidewalks. The City shall then be entitled to provide for completion of sidewalk construction as shown in the plat.

3. In the event Developer completes in a timely manner construction of sidewalks on 26 of the 51 lots located within the subdivision, the City shall return the warranty deed for Lot __24__ to Developer and retain the remaining deed as security for the completion of construction of sidewalks as set forth herein.

4. This agreement shall be recorded in the Office of the Delaware County Recorder. The cost for recording shall be paid by Developer.

5. That Developer shall not have authority to transfer, sell, dispose, mortgage or convey title to the Lots _24__ and _25___ without the prior written consent of the City of Manchester, Iowa.

Daniel Conrad, Developer

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 15th day of October, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel Conrad, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Notary Public in and for said State.

J. DAVID GIBBS
Commission Number 224054
My Commission Expires
8/17/2002

CITY OF MANCHESTER, IOWA

BY: Milt L. Kramer
Milt L. Kramer, Mayor

BY: Karen K. Cole
Karen K. Cole, City Clerk

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 16th day of Oct., 2001 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. Cole, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on

Resolution

behalf of the corporation, by authority of its City Council, as contained in ~~Ordinance~~ No. 182-01 passed by Resolution of the City Council under Roll Call No. _____ of the City Council on the 15th day of October, 2001; and Milt L. Kramer and Karen K. Cole acknowledged 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.

Julie A. Swanson

Julie A. Swanson Notary Public in and for said State.

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

R-182-2001

RESOLUTION APPROVING SECURITY FOR INSTALLATION OF IMPROVEMENTS, FAIRVIEW ACRES SUBDIVISION

WHEREAS, final plat of ***FAIRVIEW ACRES, City of Manchester, Delaware County, Iowa*** Delaware County, Iowa, has been reviewed by the Planning & Zoning Commission and they have recommended that the Council approve a Security for Installation of Improvements – Fairview Acres Subdivision Agreement between Daniel Conrad, Developer and the City of Manchester, Iowa, and

WHEREAS, the City Council has fully considered the proposed Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Manchester, Delaware County, Iowa, that said Agreement "Security for Installation of Improvements – Fairview Acres Subdivision" be hereby approved and the Mayor and City Clerk are hereby authorized to sign said Agreement.

Passed this 15th day of October, A.D, 2001.

Milt L. Kramer

Milt L. Kramer, Mayor

ATTEST:

Karen K. Cole

Karen K. Cole, City Clerk

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 16th day of October, 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-182-2001 adopted by the City Council on the 15th day of October, 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.

Julie A. Swanson

Julie A. Swanson, Notary Public.

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