Tom Hanson

2003-2394

DELAWARE COUNTY IOWA
FILED
2002 JUL -2 PM 2:45

BOOK 2003 PAGE 2394
RECORDED
DELAWARE CO RECORDER

Preparer Information Michael A. Bowman, 114 S Cedar Street, Monticello, (319) 465-5448
Individual's Name | Street Address | City | Phone

SPACE ABOVE THIS LINE FOR RECORDER

COVENANTS AND RESTRICTIONS

The undersigned, Augustine M. Dettbarn, single and Mary Kay Dettbarn, single, being the owners of Dettbarn Addition, comprised of Parcel A of the Northwest Quarter (NW1/4), also part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4), Part of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) and part of the Northwest Quarter (NW1/4) of Southwest Quarter (SW1/4) all in Section Twenty-four (24), Township Eighty-seven North (T87N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa; hereby make the following declarations as to limitations, restrictions, and uses to which the above described lots in "Dettbarn Addition" may be put, hereby specifying that said declarations shall constitute covenants to run with all successors and assigns of all parties and all persons claiming under them and for the benefit and limitation upon all future owners of said lots as described above.

1. All lots shall be utilized solely and strictly for residential purposes and not for any purpose of business or trade. No structure shall be erected or permitted on any lot zoned for single family use other than a single family dwelling, and only one family shall occupy any house.

2. Any residence built on such property shall be completed within one year of the commencement of construction thereof. No single family dwelling shall be

erected or permitted having a ground floor square foot area, exclusive of open porches and garages, of less than 1,250 square feet in case of a one story home; no less than 920 square feet in the case of a one and one-half story home; and no less than 750 square feet for a two story home. No single family dwelling shall be erected unless its cost, under present cost standards, totals the sum of $70,000.00 or more, exclusive of the cost of the lot.

3. No basement dwellings will be permitted; no temporary buildings, garages or mobile homes will be permitted. All homes shall have a permanent siding or brick siding.

4. No dwelling shall be erected which provides less than a two car garage.

5. All utilities and utility services serving dwellings shall be installed underground.

6. No automobiles, recreational vehicles, trailers, campers, machinery or equipment may be stored on the premises; provided, however, there shall be permitted temporary storage of machinery and equipment as is necessary during the period of construction and development. The undersigned corporation reserves the right to determine what machinery or equipment is "necessary" and what period is "temporary" within the meaning of this paragraph.

7. No animals, livestock or poultry shall be raised, bred or kept on any lot, except that dogs, cats or other

household pets may be kept; provided they are not kept, bred or maintained for any commercial purpose, and provided further that all such domestic animals kept as pets must be restrained and confined and kept off the premises of other lot owners; provided further that such domestic pets must be kept quiet and orderly so as not to disturb the peaceful and quiet enjoyment of other lot owners.

8. Every unimproved lot shall be maintained in a clean, orderly and sanitary condition and shall be kept free of debris and noxious weeds.

9. No lot shall be divided, resubdivided or split in any manner or fashion, except as may be first approved in writing by the undersigned owners.

10. No sign of any kind shall be displayed to the public view on any lot (except one professional sign of not more than four square feet in area.) This paragraph is subject to the conditions set forth in paragraph 1 above.

11. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building setback line.

12. No TV satellite dish or similar type structure shall be constructed, placed or erected upon any lot.

13. The covenants, agreements, conditions, reservations, restrictions and charges created and established herein for the benefit of the tract constituting the lots covered by these restrictive covenants may be waived,

abandoned and terminated, modified, altered and changed, as to the whole of said tract or any portion thereof, with the written consent of the owners of fifty percent (50%) or more of the lots in the tract; and in case only a portion of said tract is intended to be affected, the written consent of the owners of fifty percent (50%) or more of the lots in the portion to be affected shall also be secured. No such waiver, abandonment, termination, modification, or alteration shall become effective until the proper instrument in writing shall be executed and recorded in the office of the Recorder of Deeds for Delaware County, Iowa.

14. The owner and every person hereinafter having any right, title or interest in any lot in said subdivision shall have the right to prevent or stop violation of any of said restrictions, by injunction or other lawful procedure, and to recover any damages resulting from such violation, and in lieu of actual damages, any person or firm found to be in violation of any of the terms and conditions hereof shall pay, as liquidated damages, a sum not less than $50.00 for each day of each violation.

15. Invalidation of any one of these covenants by judgment or court order shall in no (wise) affect any of the other remaining provisions, which shall stay in full force and effect.

16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under

them until January 1, 2012, at which time the covenants shall be automatically extended for successive periods of ten (10) 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.

Dated this 1st day of July, 2002.

Augustine M. Dettbarn

Augustine M. Dettbarn

Mary Kay Dettbarn

Mary Kay Dettbarn

STATE OF IOWA)

COUNTY OF DELAWARE)

On the 1st day of July, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Augustine M. Dettbarn and Mary Kay Dettbarn, 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

NOTARIAL SEAL IOWA

THOMAS J. HANSON
COMMISSION # 115040
MY COMMISSION EXPIRES
9/22/04