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DELAWARE COUNTY IOWA
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DEBORAH L. PETTIS
DELAWARE CO. RECORDER
31.00

COVENANTS

ON

OAK PARK SECOND SUBDIVISION

4-11

RESTRICTIVE COVENANTS

The undersigned, Oak Park Second Subdivision, an lowa Corporation, being the sole owner of all real estate included in the certain Plat designated as Oak Park Second Subdivision, hereby covenants with the respective purchase of the several lots and tracts embraced in said Subdivision, that the following restrictions be and the same hereby are are by this reference included in each conveyance and instrument having to do with said premises, and it is further agreed that the following covenants are mutually binding on the aforesaid corporation and any purchaser of any said lot or tract, and will be imposed by aforesaid corporation by suitable reference in the contract and deed to any other portion thereof, and are intended to and shall run with the land and be binding on all owners thereof, their heirs, successors and assigns

A. All lots described in said plat shall be known, described and used solely as residential lots, and no part or portion thereof shall be used or occupied for trade or business of any nature whatsoever.

B. No structures shall be erected on any residential lot other than one single family dwelling with a garage sufficient for the automobile used privately by the resident members of the family resident in the dwelling. Double or triple garages are permitted, but must be attached to the dwelling and not used for commercial work. Prefabricated dwellings will not be permitted. The eves of any garage, at the vehicle entrance, shall have a height no greater than eight feet.

C. Dwelling should be sat back fifty feet from the center of the road and twenty-five feet from either side.

D. If a lot is sold on contract, no building shall be permitted until the contract is paid in full. No dwelling shall be permitted on any lot described herein, having a ground floor square foot area (exclusive of porches, porticoes, entrance ways or garages) of less than 1350 square feet in case of a one story structure, nor less than 1400 square feet in the case of a one and a half or a two story structure, and no building shall be erected, altered, placed or permitted to remain on any lot which exceeds two (2) stories in height above the existing ground level, a third story the top of which is below such level not

being prohibited. All driveways should be concrete or blacktop, no gravel driveways being permitted.

E. Only one residential unit per lot shall be erected on any lot, as shown on the recorded plat. No residential dwelling shall be constructed on any lot or portion thereof which has a frontage less than that originally platted for that lot.

F. Once excavation has commenced on a lot for the purpose of building thereon, the dwelling on said lot shall be fully completed within one and one-half (1 ½) years of the time of commencement

G. No trailer, camper, mobile home, basement, tent, shack, garage, barn or other out-buildings erected in the tract shall at any time be used as a residence of a temporary character be permitted..

H. No animals of any kind shall be raised, bred and kept on any lot or property, with the exception that dogs, cats, or other ordinary household pets may be kept provided they are not kept, bred or maintained for any commercial purposes, nor shall any out-buildings be erected on any lot for the housing of any horses, cattle, sheep or other domesticated animals, including normal household pets, except that dog-runs attached to the main residence are not prohibited.

I. Titleholders of any lot, vacant or improved, shall keep his or her lot(s) free of weeds and debris, nor shall any materials, junk, rubbish, trash, garbage or other waste be kept or stored on any lot or portion of a lot except that building materials may be temporarily stored for the purpose of immediate construction of a structure thereon.

J. No sign of any kind shall be displayed to the public view on any lot(s) except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.

K. No business, trade, industrial, commercial, animal or agricultural activity shall be carried on in any dwelling, building, or on any lot, nor shall anything be done thereon which may be or become

an annoyance or nuisance to the neighborhood

L. No storage of recreation vehicles, campers, trailers, boats or similar items shall be permitted on any lot in the Subdivision..

M. No building shall be erected, maintained, or the exterior altered on any lot until the plans, specifications, elevations, plot plan of the lot with the proposed residence and appurtenant buildings shown thereon and grade thereof shall first have been presented to Oak Park Second Subdivision Corporation, or its designated representatives or assigns, and by them completely approved in writing, but such approval shall not be arbitrarily withheld or delayed,it being the intention thereof that Oak Park Second Subdivision, its designated representatives or assigns, are to exercise said approval or non-approval for the purpose of maintaining a high class, restrictive, residential district, to the end that each lot owner in said Subdivision shall be protected against improvements of an inferior style, character or appearance, which will interfere with the beauty, harmony of symmetry of the Subdivision, or tend to reduce the value thereof. Oak Park Second Subdivision, its designated repreventatives or assigns, may withhold their said written approval to such plans, specifications, elevations and plot plan of the lot with the proposed residence and appurtenant buildings shown thereon until they are given such guarantees as is reasonably deemed necessary to ensure that said residence will be built in compliance with the stated intent to maintain the integrity of the Subdivision.

N. A fence decorative in nature and not more than three feet in height, may be constructed on any lot out to but not further than the platted Subdivision or its designated representative or assigns and approved in writing the same as provided in Paragraph M of these covenants. No woven wire, barbed wire or rodding type fence will be approved

O. 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 covenants are in effect, it shall be lawful for any other person or persons owning any other lots in 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 violation.

P. These covenants shall run with the land and be binding on all parties and all persons claiming by, through or under them, until January 1, 2010, at which time said covenants shall automatically be extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots in the Subdivision it is agreed to change these covenants or any of them in whole or in part. In voting to change, one vote shall be allowed for each platted lot.

Q. Invalidation of any of these covenants by judgment of court order shall in no way effect any of the other provisions which shall remain in full force and effect.

R. All parties shall share a common well and pay their portion of any repair or maintenance. The electric bill, through a separate meter, will be divided equally.

Dated at Manchester, Iowa, this 21 day of Aug., 2002.

OAK PARK SECOND SUBDIVISION

BY Burnell A Lynch

Burnell A. Lynch, President

STATE OF IOWA)
) SS;
DELAWARE COUNTY)

On this 21st day of August, A.D. 2002, before me the under-Signed, a Notary Public in and for the State of Iowa, personally appeared Burnell A. Lynch to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said Burnell A. Lynch as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Marie Broghammer

Marie Broghammer, Notary Public in and for the State of Iowa.
My commission expires 12-02-02.

