DELAWARE COUNTY IOWA
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DEBORAH L. BENSON
DELAWARE CO. AUDITOR
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Prepared by Tom Jenk, P.O. Box 304, Dyersville, Iowa 52040-0304 (563) 875-9112

2003-4876

DECLARATORY STATEMENT IMPOSING RESTRICTIVE COVENANTS

RE: Scenic Hill Terrace 3rd Addition in the SE¼ of the SW¼, Section Twenty-Four (24), Township Eighty-nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa

THE UNDERSIGNED, Owners of the above described subdivision, hereby make the following declarations as to limitations, restrictions, obligations, and uses to which the above described real property and common properties as described herein may be put, hereby specifying that said declarations shall constitute covenants to run with all of said real estate, as provided by law, and shall be binding upon the heirs, successors, and assigns of all parties and all persons claiming under them, and for the benefit and limitation upon all future owners of the above described real estate, including all lots now or hereafter existing in "Scenic Hill Terrace 3rd Addition".

1. All of the aforesaid described lots shall be used exclusively as and for residential property for the erection of a single family dwelling, and for no other purpose.

2. No structure shall be erected or permitted on said lot(s) other than a single family dwelling, not to exceed two stories in height, and private garage for not more than three motor vehicles.

3. A dwelling erected on the aforesaid described lot(s) shall have a ground floor square foot area, exclusive of open porches and/or garages, of not less than 1,200 square feet for one story or 900 square feet for two stories, unless otherwise excepted in writing by the undersigned owners and proprietors.

4. A dwelling house or any other building shall not be moved onto the aforesaid described lot for residential or any other purposes, unless otherwise excepted in writing by the undersigned owners and proprietors.

5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said premises shall at any time be used as a residence temporarily or permanently, nor shall any residence of temporary character be permitted.

6. Easements for installation and maintenance of utilities are reserved as shown on the plat. Within these areas, no structures shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of the lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All electrical, gas, telephone, and TV cable services to the dwelling shall be installed and maintained underground.

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7. The titleholder of said lot, vacant or improved, shall keep his lot or lots free of weeds and debris and shall keep the grass cut to give the premises a neat and orderly appearance.

8. No obnoxious or offensive trade or activity shall be carried on in any house or on the lot or on the premises, nor shall anything be done therein or thereon which may be or become a nuisance to the neighbors or neighborhood.

9. No unused old automobiles, machinery, or junk of any kind shall be kept on the lot.

10. The front yards shall have a minimum depth of 30 feet back from the front lot line, and side and corner yard clearances shall conform to the Zoning Ordinances of the City of Dyersville, Iowa.

11. The dwelling shall present its most attractive front to the street abutting the lot.

12. No livestock, chickens, or fowl of any kind shall be houses, quartered, or kept on any lot.

13. All earth excavated on the aforesaid described lot and not used thereon shall be at the option of the Seller, removed to such place on or adjacent to the Subdivision as may be designated by the Seller (Ernest J. Offermann and Doris A. Offermann).

14. All trees, foliage, shrubs, and plantings shall remain in tact except where same will interfere with the construction of the dwelling. All trimmings, in whole or in part, shall be removed from the premises.

15. All plans and specifications for any dwelling to be built on the aforesaid described lots shall be approved as to size, appearance, and location by Seller of the lot before construction begins.

16. The exterior of the dwelling and garage, grading, seeding, sodding, and general landscaping, shall be completed within one (1) year after excavation is commenced for the construction of said dwelling and/or garage.

17. No old lumber or building material, which has been previously used in a building, shall be reused in any building on these premises unless otherwise excepted, in writing, by the undersigned owners and proprietors.

18. During construction of a dwelling or accessory building, the construction shall be limited to within the lot lines of the property and the existing natural trees, foliage, and shrubbery shall be preserved and protected, including that on the adjacent property if necessary, all in order to preserve the natural and existing beauty of the premises.

19. No outbuilding may be erected on said premises other than an unattached garage.

20. Sellers shall receive all rock from lots due to builder digging a foundation, and the rock shall be used and established in a bed for a proposed roadway and shall be moved at the Buyer's expense.

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21. Maintenance and construction of the road shall be the entire responsibility of the Buyers, their heirs and assigns. That the Plat shows an easement for road purposes described as Xena Road and 333rd Avenue, Dyersville, Iowa.

22. No fence or wall shall be erected or placed on any lot unless approved by the Developer, in writing, and said written agreement duly recorded within ten (10) days of said approval.

23. Sellers reserve the right to haul manure on the Sellers' land surrounding the above described property.

24. These covenants and restrictions shall run with this land and shall be binding on all parties hereto, their heirs, successors, and assigns, and on persons claiming under them, until October 15, 2024, unless by vote of the majority of the then property owners of said lots it is agreed to change the restrictive covenants in whole or in part.

If at any time the majority of the then property owners of said lots want to change the restrictive covenants, in whole or in part, prior to October 15, 2024, or after said restrictive covenants have been renewed, it will be necessary that a majority of the then property owners of said lots agree to said change in restrictive covenants, in whole or in part.

If the property owners of Scenic Hill Terrace 3rd Addition are desirous of extending the restrictive covenants past 21 years, it will be necessary that said restrictive covenants be renewed and that said property owners who are desirous of extending the restrictive covenants sign renewed restrictive covenants. Only the property owners who sign the restrictive covenants extension will be covered under said restrictive covenants.

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

26. In case the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions herein, it shall be lawful for any other person or persons owning any lot in said subdivision, or any other interested party or parties, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, to either prevent him or them from so doing, or recover damages for such violation, or both.

27. This contract is binding not only upon the respective parties hereto, but also upon their respective heirs, successors, and assigns.

28. All single homes and structures shall be erected on said lot to conform with the ordinances of the City of Dyersville, Iowa.

29. No further subdivision of any of the lots described herein shall be allowed.

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30. No structure erected on any of the within described premises shall be occupied as a dwelling except a structure designed and constructed for use only as a single family dwelling. The construction of all structures erected on any part of the within described premises shall be designed and constructed to be occupied as a dwelling house, shall be fully completed within a period of twelve (12) months from the date when the original construction was started, except as to interior; and the outside appearance of all structures to be used as a dwelling shall, within said period of twelve (12) months, be fully finished in such manner as to be compatible in appearance with all other structures located in the subdivisions. All landscaping and grading required and resulting from the terrain being disturbed by any construction shall be fully finished within a period of twelve (12) months from the time of its first being disturbed in the process of the construction.

31. Both the titleholders, whether legal or equitable, and owner in possession of each of said lots, whether vacant or improved, shall keep such lot or lots free of weeds and debris.

32. Until October 15, 2024, no structure or building shall be constructed on any of the lots contained in said Addition unless and until the building plans, specifications, and plot plan showing the positioning of the dwelling, have been approved by Ernest J. Offermann or his successor in interest or his designee. This right of approval is not appurtenant to any of the lots, but shall be a personal right of Ernest J. Offermann. This right of approval is further assignable by Ernest J. Offermann as he deems appropriate in his sole and unfettered discretion.

33. No truck larger than a ¾ ton pickup truck or school bus shall be maintained, parked, or kept overnight for any purposes in said Addition.

WE, the undersigned, the owners of a lot or lots in the above stated subdivision, do hereby agree to said restrictive covenants.

WE, Ernest J. Offermann and Doris A. Offermann, husband and wife, do hereby agree to said restrictive covenants, revision, and amendments and understand that these restrictive covenants and amendments apply to the undersigned, our heirs, successors, and assigns.

Ernest J. Offermann

Doris A. Offermann

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STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 22nd day of October, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Ernest J. Offermann and Doris A. Offermann, husband and wife, to me personally 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.

Marvin R. Gassmann
Notary Public in and for the State of Iowa

MARVIN R. GASSMANN
Iowa Notarial Seal
Commission Number: 223855
My Commission Expires:08/03/05

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