APR 29 2005

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SHARON McCRABB
DELAWARE COUNTY AUDITOR

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JOHN R. KLAUS
DELAWARE COUNTY ASSESSOR

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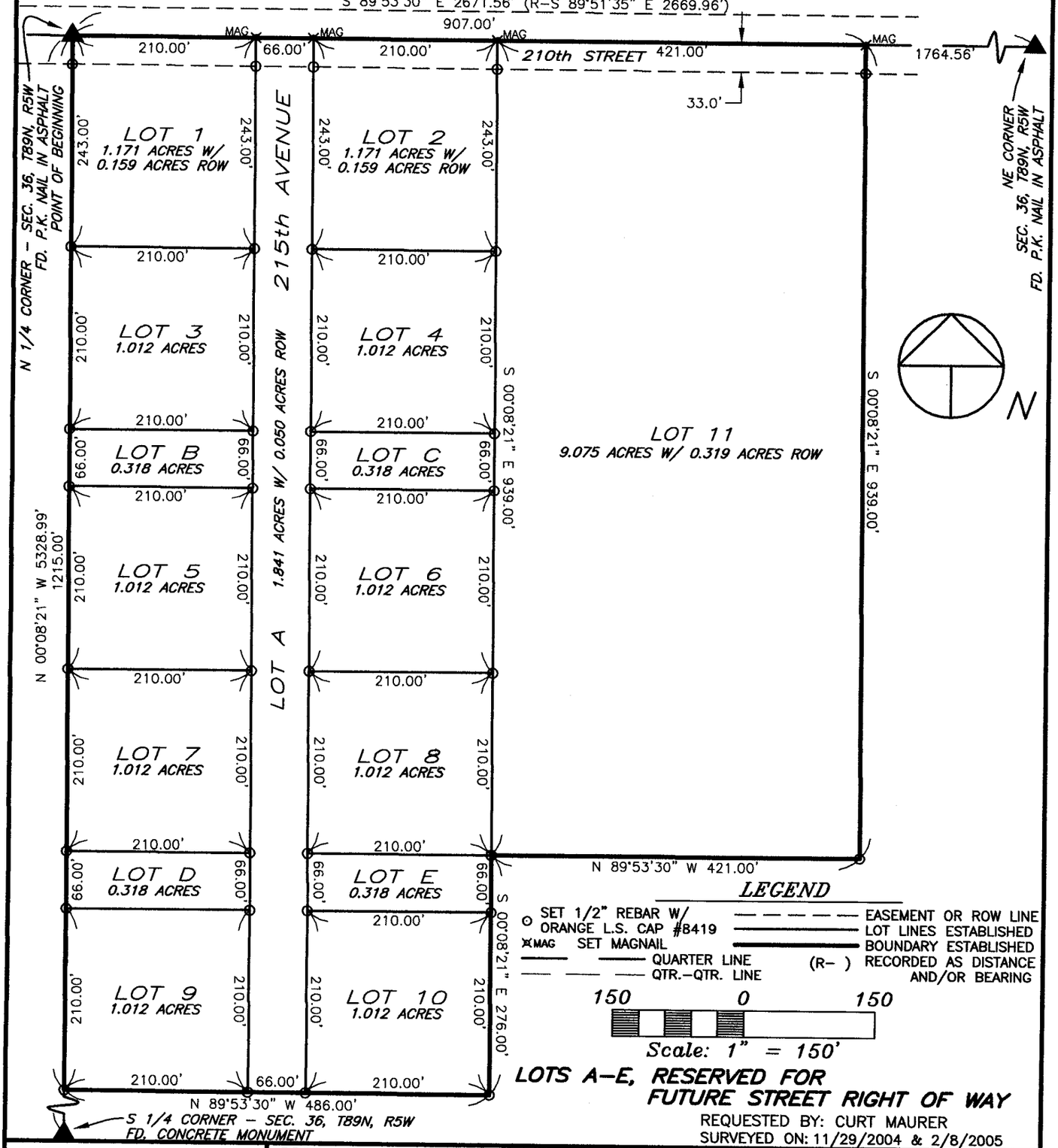
DEBORAH L. PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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

PLAT OF SURVEY

DRY CREEK SUBDIVISION

A SUBDIVISION IN THE NW 1/4–NE 1/4, SEC. 36, T89N, R5W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA



LEGEND

- ⊙ SET 1/2" REBAR W/ ORANGE L.S. CAP #8419
- ⊠MAG SET MAGNAIL
- QUARTER LINE
- QTR.–QTR. LINE
- EASEMENT OR ROW LINE
- LOT LINES ESTABLISHED
- BOUNDARY ESTABLISHED
- (R–) RECORDED AS DISTANCE AND/OR BEARING

150 0 150

Scale: 1" = 150'

LOTS A–E, RESERVED FOR FUTURE STREET RIGHT OF WAY

REQUESTED BY: CURT MAURER
SURVEYED ON: 11/29/2004 & 2/8/2005

PROPRIETORS: *CURTIS D. MAURER & MARY A. MAURER*

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.

LICENSED LAND SURVEYOR J. DAVID GIBBS 8419 IOWA

J. DAVID GIBBS, P.E., L.S. LIC. #8419 DATE 4/25/05

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2006

PAGES OR SHEETS COVERED BY THIS SEAL: 1–2

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

PROJECT NO. 04–82
SCALE: 1"=150'
DATE: 2/3/2005
DRAWN BY: RLR
CHECKED BY: JDG
FIELD BK: D.L.
REVISED
SHEET 1 OF 4

BOOK 2005 PAGE 1482

LEGAL DESCRIPTION:

***DRY CREEK SUBDIVISION**; A SUBDIVISION IN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FIVE WEST (R5W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA,* containing a total of 22.626 acres, including 0.687 acres of public road right of way, divided into Sixteen (16) Lots, numbered Lot 1 through Lot 11, and Lot A through Lot E, reserved for future street right of way, subject to easements of record, and more particularly described by metes and bounds as follows;

BEGINNING at the North Quarter Corner of Section Thirty-six (36), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa;

THENCE along the Northerly Line of the Northeast Quarter (NE 1/4) of said Section Thirty-six (36), South 89° 53' 30" East, 907.00 feet;

THENCE South 00° 08' 21" East, 939.00 feet;

THENCE North 89° 53' 30" West, 421.00 feet;

THENCE South 00° 08' 21" West, 276.00 feet;

THENCE North 89° 53' 30" West, to the Westerly Line of the Northeast Quarter (NE 1/4) of said Section Thirty-six (36), 486.00 feet;

THENCE along the Westerly Line of the Northeast Quarter (NE 1/4) of said Section Thirty-six (36), North 00° 08' 21" West, 1215.00 feet to the **POINT OF BEGINNING**;

Containing a total of 22.626 acres, including 0.687 acres of public road right of way, divided into Sixteen (16) Lots, numbered Lot 1 through Lot 11, and Lot A through Lot E, reserved for future street right of way, and subject to easements of record.

The Northerly Line of the Northeast Quarter (NE 1/4) of Section Thirty-six (36), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa is assumed to bear South 89° 53' 30" East.

OWNER'S ACKNOWLEDGMENT

I Curtis D. Maurer and Mary A. Maurer 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.

Curtis D. Maurer

Mary A. Maurer

State of Iowa)
)
County of Delaware) ss:

On this 28th day of April A.D. 2005, before me a Notary Public in and for said State, personally appeared Curtis D. Maurer and Mary A. Maurer 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.

Donna M. Kunde
Notary Public in and for said State

DONNA M. KUNDE
Commission Number 176697
My Commission Expires
8-16-06

ATTORNEY'S OPINION

I, Thomas J. Hanson, a practicing attorney at law in, Delaware County, Iowa, have examined the abstract of title to the land included in _____, Delaware County, Iowa, on premises more specifically described in the Surveyor's Certificate of J. David Gibbs, dated April 25, 2005.

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 18th day of April, A.D., 2005, at the hour of 8:00 o'clock A.M.

My examination of said abstract shows good and merchantible title on the date and hour of the certification to be in Curtis D. Maurer and Mary A. Maurer, husband and wife, as joint tenants with full rights of survivorship, and not as tenants in common, subject to an Open-End Real Estate Mortgage in favor of First State Bank filed January 3, 2005 in Book 2005 , Page 51 of the records of the Delaware County Recorder.

Dated at Manchester, Iowa, in said County, this 25th day of April, 2005.

Attorney at Law Thomas J. Hanson

Q:\Surveys\Maurer_04-82\Legal_04-82.doc

DELAWARE COUNTY E-911 BOARD

Delaware County, Iowa

The foregoing plat of Dry Creek 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 26th day of April, 2005, before me Donna M Kunde, 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.

DONNA M. KUNDE
Commission Number 175597
My Commission Expires
8-16-06

Donna M. Kunde
Notary Public

CERTIFICATE OF TREASURER

I, the undersigned, Carolyn A. Wilson, Treasurer of Delaware County, Iowa, do hereby certify that all taxes and special assessments against Dry Creek 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 4-29-05
Carolyn A. Wilson, County Treasurer Date

MORTGAGE HOLDERS ACKNOWLEDGMENT

The First 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.

By _____

By _____

STATE OF IOWA, Delaware County, Iowa, Ss:

On this 27 day of April, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joseph Wiewel and David R. Dudley, to me personally known, who being duly sworn, did say that they are the President and Exec. Vice Pres. respectively, of First State Bank executing the within and foregoing instrument to which this is attached, that ~~(no seal has been procured by)~~ (the seal affixed hereto is the seal of) First State Bank ; that said instrument was signed (and sealed) on behalf of First State Bank by authority of its Board of Directors; and that Joseph Wiewel and David R Dudley as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of theirs, by it and by them voluntarily executed.

Ann M Sperfslage
Notary Public in and for said State

ANN M SPERFSLAGE
NOTARIAL SEAL
IOWA
My Comm. Exp.

Preparer Information Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name | Street Address | City | Phone

Thomas J. Hanson, ISBA # 02110

SPACE ABOVE THIS LINE FOR RECORDER

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND GRANTS OF DRY CREEK SUBDIVISION, DELAWARE COUNTY, IOWA

ARTICLE I
DECLARATION - PURPOSES

SECTION 1. GENERAL PURPOSES: The Declarant (also referred to herein as Developer) is the owner of certain property located in Delaware County, Iowa, and desires to create thereon a planned community development.

SECTION 2. DECLARATION: Declarant desires to establish uniform building restrictions and restrictions upon the use and occupancy of real estate described in Exhibit "A" attached hereto and made a part hereof.

ARTICLE II
GENERAL RESTRICTIONS

SECTION 1. On and after the date hereof, title to the aforesaid property shall be subject to the following covenants to run with the land which are restrictive covenants applicable to all residential lots in Dry Creek Subdivision, Delaware County, Iowa as described on Exhibit "A". No building or other structure shall be erected, moved on, altered or permitted to remain on any lot described in Exhibit A that does not comply with the following minimum restrictions:

A. All lots described on Exhibit "A" shall be known, described and used solely as residential lots, and no part or portion thereof shall be used or occupied for a 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 automobiles used privately by the resident members of the family residing in the dwelling. The eves of any garage shall have a height of no greater than eight feet. One unattached patio or gazebo shall be permitted on all lots, but no prefabricated structure shall be allowed.

C. No building shall be constructed nearer than 20 feet to any front lot line and 15 feet from any side lot line and 30 feet from any rear lot line; provided however, that on any lot which is bounded by a road easement, the lot line, for the purposes of this paragraph shall be the road easement boundary line. No septic field shall be placed on any lot other than in the location designated in the building plan approved by the Developer.

D. No tents, shacks, trailers, or garages shall be occupied as living quarters on said premises at any time.

E. Said 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 which is smaller than an existing lot.

F. No dwelling shall be permitted on any lot described herein, having a ground floor square foot area (exclusive of porches, porticoes, entrance-ways, areaways or garages) of less than 1,450 square feet in the case of a one story structure nor less than 1,200 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.

G. Once excavation has commenced on a lot for the purpose of building thereon, the dwelling on said lot shall be fully completed within one year of the time of commencement.

H. No trailer, camper, mobile home, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

I. No animals of any kind shall be raised, bred and kept on any lot property, with exception that dogs, cats or other ordinary household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. No outside pets of any kind are permitted nor shall any outside structure be erected on any lot for the housing of any animals domesticated or otherwise.

J. Titleholders of any lot, vacant or improved, shall keep his or her lot(s) free of 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.

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

L. No vehicles shall be parked on any area on a residential lot other than in the driveway. Parking on the street or any portion thereof is prohibited except for guest parking not to exceed 72 hours in length. Further, at no time shall any commercial vehicles and/or agricultural equipment (including trailers) be parked on any residential lot.

No storage of recreational vehicles, campers, snowmobiles, trailers, boats or similar items shall be permitted on any lot except within an enclosed garage. RV's may be parked in a driveway for one (1) week in any 30 day period.

M. No privacy fencing shall be built except to house an in-ground pool or attached patio and such privacy fencing shall not exceed six (6) feet in height. A child's restraining fence is permitted with the restriction that said fence shall be no more than four (4) feet high and shall be placed on the lot line only with the permission of the adjoining lot owner. No fence of any kind shall be built between the front line of the home and the front lot line on any particular lot.

N. 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 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 violation.

O. All structures shall be constructed in accordance with applicable government building codes and with more restrictive standards that may be required by the Developer or this Declaration.

P. The Developer deems that the establishment of standard inflexible building setback lines for location of structures on individual lots would be incompatible with the objective of preserving the natural setting of the area and preserving and enhancing existing features of natural beauty and visual continuity of the area. The Developer, therefore reserves the right to vary setback lines on a lot by lot basis, provided however, that any variation shall not be less restrictive than those requirements as shown in Paragraph C of this Article.

Q. Radio or television transmission or receiving towers, antennas, receivers or other reception dishes are permitted within the interior portion of a dwelling. One exterior satellite dish is permitted per dwelling.

R. No owner shall accumulate or allow to accumulate on his lot junked vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles provided therefore and, if outside, they shall be properly screened. Tarpaulins and similar covering materials are prohibited.

S. All United States Postal Service mailboxes, media deliver boxes or other such receptacles shall be located in an area designated by the Developer. The intent being to provide a common area for all development residents.

ARTICLE III
GENERAL PROVISIONS

SECTION 1. ENFORCEMENT: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or any entity violating or attempting to violate any covenant or restriction. Such action may be to restrain or enjoin such violation, or to recover damages, or against the land to enforce any lien created by these covenants. Should the Developer employ legal counsel to enforce any covenant or restriction, or to prosecute the violation or the attempt to violate any covenant or restriction, then all costs incurred by the Developer by reason of such enforcement or prosecution, including reasonable attorney fees and expenses, shall be recoverable against the person or entity against whom such enforcement or prosecution is brought. The Developer shall have a lien upon any lot owned by any person or entity against which enforcement or prosecution is brought in order to secure payment of all such costs, fees and expenses. No delay or failure on the part of the Developer or the owners of any land subject to this Declaration, in exercising any rights, power, or remedy provided in this Declaration, including the right to enforce any covenant or restriction, shall be construed or deemed to be a wavier of the right to do so thereafter. No right of action shall accrue nor shall any action be brought or maintained by anyone against the Developer for or on account of its delay in bringing, or failing to bring, any action or enforcement proceeding on account of any breach of any covenant or restriction, or for imposing any covenant or restriction which may be unenforceable by the Developer.

SECTION 2. DURATION: The covenants and restrictions set forth in this Declaration shall run with the land and bind the subsequent land owners, and shall inure to the benefit of and be enforceable by the owners of any lots in the Subdivision for a term of twenty years from the date that this Declaration is recorded with the Delaware County Recorder. After such time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots within the Subdivision has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless written notice of the proposed agreement is sent to every lot owner at least ninety (90) days in advance of any such action taken.

SECTION 3. OCCUPANTS: All of the obligations, liabilities and covenants imposed upon owners hereunder shall also be applicable to and imposed upon all persons occupying any lot who are not owners other than the Developer.

SECTION 4. SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

SECTION 5. MODIFICATION: By recorded supplemental declaration, the Developer may in its sole discretion modify any of the provisions of this Declaration for a period of six (6) years from date hereof, provided that it shall not substantially alter the scheme of this Declaration or of any succeeding supplemental declaration.

SECTION 6. DEEDS: Each owner and purchaser under an Installment Sale Contract accepts such conveyance subject to restrictions, covenants, obligations and liabilities hereby created, reserved or declared, all as though same were recited at length in such deed or Installment Sale Contract.

Dated this 28th day of April, 2005.

DRY CREEK SUBDIVISION

Curt Maurer

Curt Maurer

Mary Maurer

Mary Maurer
Owners of Dry Creek Subdivision

Subscribed and sworn to before me by Curt Maurer and Mary Maurer this 28th day of April, 2005.

DONNA M. KUNDE
Commission Number 175597
My Commission Expires
8-16-06

Donna M. Kunde

Notary Public In & For the State Of Iowa

EXHIBIT "A"
Legal Description

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) of Dry Creek Subdivision, A Subdivision of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Thirty Six (36), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M. in Delaware County, Iowa, according to plat recorded in Book 2005, Page 1482 of the records of the Delaware County Recorder.