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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Return to &
Prepared by: William D. Werger, 401 E. Main St. Manchester, IA 52057 563-927-5920

RESTRICTIONS AND COVENANTS FOR LOTS ONE (1) AND TWO (2) OF DOMEYER SUBDIVISION

RE: Lots One (1) and Two (2) of Domeyer Subdivision, Part of the SW ¼ - NW ¼, Section Five (5), township (88) North, Range Four (4) West of the Fifth P.M. Delaware County, Iowa, according to plat recorded in Book 2002, Page 1592, Delaware County records.

Duane J. Domeyer and Jeannine E. Domeyer, husband and wife, are the owners of all of the lots in Domeyer subdivision (One through Nine) and the following adjacent property:

All that part of the SW ¼ of the NW ¼ of Section Five (5), township (88) North, Range Four (4) West of the Fifth P.M. lying easterly of Domeyer Subdivision according to plat recorded in Book 2002, Page 1592, Delaware County records. (hereafter "Domeyer Parcel")

Domeyers desire to restrict the above described lots in Domeyer Subdivision for the benefit of themselves as owners of the Domeyer Parcel and for the benefit of themselves and subsequent owners of the remaining lots within said subdivision and their respective successors and assigns.

Now, therefore, Duane J. Domeyer and Jeannine E. Domeyer, husband and wife, do hereby create and establish the following restrictions and covenants which are binding upon themselves and also upon all future owners of said described property, to the extent indicated herein, to wit:

1. Lot Two (2) is established as an access only and not for building purposes, for the benefit of Lot One (1) and for the benefit of the Domeyer Parcel from the public highway to both parcels. Lot Two (2) may also be used to access the remaining Lots Three (3) through Nine (9) of Domeyer Subdivision.

2. The access from the highway and across a portion of Lot Two (2) to the Domeyer Parcel shall be constructed and maintained by the owner of Lot One (1), who also shall provide snow removal for such access to the highway. The owners of the Domeyer Parcel shall be entitled to access their property across Lot Two (2) and they

shall maintain and provide snow maintenance for the portion of Lot Two (2) not being used for access to Lot One (1).

3. Lot (1) shall be developed and used solely as a residential lot with only one house structure erected thereon and to comply with the following:

a. Set back from the east and west lot lines of 50 or more feet.
b. Set back from the north or south lot lines of 15 or more feet.
c. No more than two stories above ground.
d. No less than 1,600 square feet of living space on first floor.
e. Attached garage with at least two stalls.
f. A brick front on at least ½ of the surface of the front of the structure.

4. A minimum 5 foot tall chain link fence shall be constructed and maintained on the east line of Lot One (1) by the owner of Lot One (1). Said fence may be located directly on the property line between Lot One (1) and the Domeyer Parcel.

5. No outbuildings larger than 28 foot by 32 foot, with maximum 10 feet sidewalls, shall be constructed and maintained on Lot One (1). (1 building maximum) Said outbuilding shall be consistent in character and design with the house constructed on said Parcel 1, including brick on ½ of the side facing the highway. The building must have overhead doors (not sliding doors) and a concrete foundation and approach.

6. No outside kennel for pets shall be allowed anywhere on Lot One (1). All pets shall be restricted to the owner's property and shall not be allowed to run at large outside of Lot One (1).

7. No vehicles or equipment of any kind, including recreational vehicles and boats and trailers, shall be maintained on Lot One (1) outside of the garage or outbuilding on Lot One (1), except on a temporary basis (2 weeks or less).

8. No business or occupation shall be conducted on the property unless it is of such a limited nature that it does not involve any additional traffic into the subdivision.

9. A 10 foot wide utility easement is hereby reserved along the west and east lot lines of the property.

10. The owner and invitees of Lot One (1) shall not block the access on Lot Two (2) and shall not trespass onto the Domeyer Parcel.

11. All utilities running to Lot One (1) shall be underground to the extent possible.

12. The Owner of Lot One (1) shall be solely responsible for the provision of all utilities servicing the structure on said parcel.

13. These restrictions and covenants shall run with the land and shall be enforceable by the owners of Lot One (1) Lot Two (2) and the Domeyer Parcel and their successors and assigns. Any future changes or modifications must be made in a writing signed by all owners and recorded.

These Restrictions and Covenants are effective upon recording in the Office of the Delaware County Recorder.

Duane J. Domeyer

Jeannine E. Domeyer

State of Iowa)
)
County of Delaware) Ss:

On this 21st day of October, 2008, before me a Notary Public in and for said County, personally appeared Duane J. Domeyer and Jeannine E. Domeyer 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.

WILLIAM D. WERGER
Commission Number 129812
My Commission Expires
October 6, 2010

Notary Public in and for the State of Iowa