Parcel # 220.30.00.012-70
Carla Becker Auditor
Verified By: PHargraten

Book 2009 Page 3800

✓ Document 2009 3800 Type 06 018 Pages 4
Date 10/05/2009 Time 10:24:47AM
Rec Amt $24.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by ⊗ENJ
& Return to Kenneth L. Keith, 1313 N. Court, Ottumwa, IA 682-4377
Individual's Name Address City Phone

RESTRICTIONS AND COVENANTS FOR PARCEL Y

RESTRICTIONS COVERING
Parcel Y; Part of the SW 1/4 - SW 1/4, Section 30, Township Eighty-eight North (T88N), Range Four West (R4W) of the Fifth P. M., Delaware County, Iowa, subject to easements of record, the plat of which addition appears of record in Book 2007, Page 3728 in the Office of the Recorder of Delaware County, Iowa.

Kenneth L. Keith and LaRue J. Keith, OWNERS and DEVELOPERS of said property, desire to restrict the above-described real estate as hereinafter stated for the benefit of themselves and all future owners of said above-described real estate.

NOW, THEREFORE, Kenneth L. Keith and LaRue J. Keith, OWNERS, do hereby create and establish the following restrictions, covenants, and provisions which are binding upon themselves and the land in the above-described real estate, and also upon all the future owners of said real estate to the extent indicated herein, to wit:

1. This Parcel Y is a family oriented parcel designed for a high standard of living. These restrictions and covenants are established to assure such a standard.

2. These restrictions and covenants are to run with the land and shall be binding upon all future owners of this parcel and all persons claiming under them until December 31, 2020. At that time said covenants shall automatically be extended for successive periods of 10 years unless the then owner of the parcel desires to change said restrictions and covenants in whole or in part.

3. Invalidation of any of these restrictions or covenants by judgment or court order shall not affect any of the other restrictions or covenants which shall remain in full force and effect.

4. DEVELOPERS are the owners of all the land from the paved public highway to said subdivision, including the roadway that extends from said public highway to Parcel Y. They have graded and surfaced said roadway at their sole cost and expense. All present and future owners said land shall have a perpetual right-of-way easement over and across said roadway from the public highway to said parcel. Said perpetual easement shall include the right of access and egress over and across said roadway, and shall also include the right to install utility easements in a 15 foot strip along the side of said roadway from the public highway to said subdivision.

5. The purchaser of said Parcel Y shall be responsible for appropriate sewage disposal, which shall comply in all respects with all applicable laws, rules and regulations of the county, state, and federal government. The OWNERS and DEVELOPERS shall have no responsibility for furnishing sewage disposal to the purchaser of said parcel.

6. The purchaser of Parcel Y shall be responsible for an appropriate supply of water, which shall comply in all respects with all applicable laws, rules and regulations of the county, state, and federal government. The DEVELOPERS shall have no responsibility for furnishing water or a water supply of any kind to the purchaser of Parcel Y.

7. The parcel shall not be divided or subdivided

8. The parcel shall be known and described as residential. No structures shall be erected, altered, placed or permitted to remain on Parcel Y other than one detached single family dwelling, not to exceed 2 1/2 stories in height with a private garage for not more than 3 vehicles, or other out buildings incidental to the use of said parcel for residential purposes.

9. No dwelling shall be permitted or erected on Parcel Y unless it meets and falls within one of the following classifications:

(a) One story house with living area exclusive of basement and garage, containing not less than 1400 square feet of living space.

(b) One story house with basement partially open on one side, with doors and windows and containing living floor space in said basement area, the total living area of both the main floor and basement floor living area to consist of not less than 2200 square feet, exclusive of garage.

(c) One and one-half story house with living floor space, exclusive of basement and garage, consisting of not less than 1600 square feet.

(d) Two story dwelling consisting of not less than 2000 square feet of living floor space, exclusive of basement and garage.

(e) Two and one-half story house consisting of not less than 2500 square feet of living floor space, exclusive of basement and garage.

10. The residential dwelling shall be located no nearer than twenty (20) feet to the front lot line and no nearer than five (5) feet to any side lot line.

11. No structures of a temporary character shall be used as a residence at any time.

12. No horses, cattle, goats, sheep, poultry, or other livestock shall be kept on the parcel after it is sold by the OWNERS and DEVELOPERS to some other party.

13. No noxious or offensive trade or activity shall be engaged in or upon Parcel Y. Loud motor noises of any kind, fireworks, or other excessively loud noises are prohibited. Nothing shall be done within Parcel Y which may be or become an annoyance or nuisance to neighbors, or the neighborhood in general.

14. No business or occupation shall be conducted in or on Parcel Y unless it shall be of such a limited nature that it will not involve any additional traffic into said area. This restriction would not prohibit the conduct of a business conducted solely through the use of telephones, computers, the internet, or other such forms of communication so long as the same does not interfere with the normal use of communications by others.

These restrictions and covenants shall be effective when signed and acknowledged by all of the OWNERS and filed of record in the office of the Recorder of Delaware County, Iowa.

Kenneth L. Keith

LaRue J. Keith

LaRue J. Keith DEVELOPERS

STATE OF IOWA)
) SS.
COUNTY OF WAPELLO)

On this 28th day of September, 2009, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kenneth L. Keith and LaRue J. Keith, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Colleen Fredrickson
Notary Public in and for said State

