Book 2013 Page 4005

Document 2013 4005 Type 06 002 Pages 30
Date 12/31/2013 Time 12:20:36PM
Rec Amt $152.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

FILED

DEC 31 2013

CARLA K. BECKER
DELAWARE COUNTY AUDITOR

FILED

DEC 31 2013

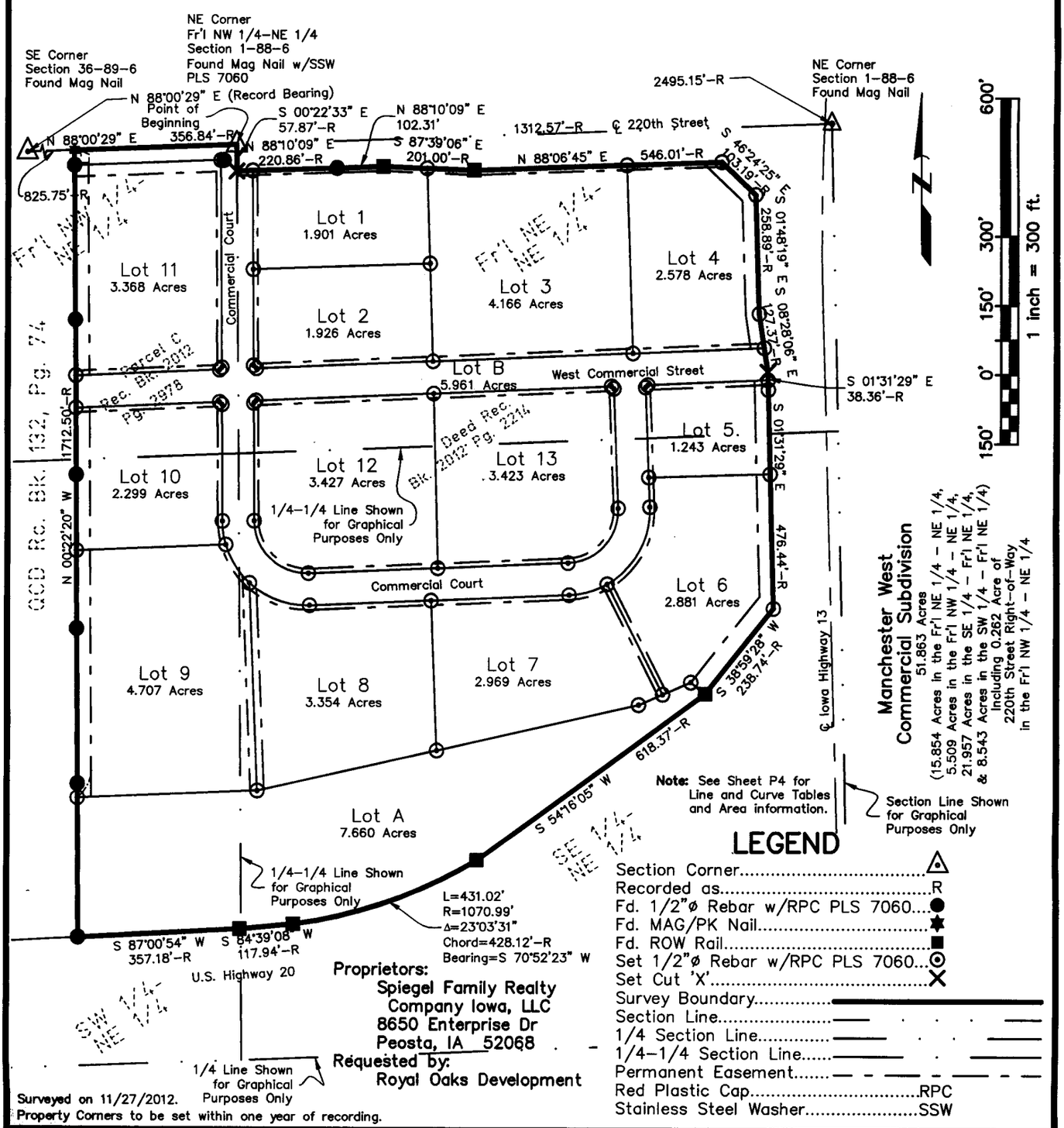
ANDREA SCHMIDT
DELAWARE COUNTY ASSESSOR

Prepared by/Return to: FEHR GRAHAM, 1919 210th St, Manchester, IA 52057 Ph. (563)927-2060

Final Plat

MANCHESTER WEST COMMERCIAL SUBDIVISION

of Parcel C and the East 1/2 Fr'l NE 1/4 Except Highway R.O.W.
in Section 1-T88N-R6W, City of Manchester, Delaware County, Iowa



LEGEND

- Section Corner
- Recorded as: R
- Fd. 1/2"ø Rebar w/RPC PLS 7060...
- Fd. MAG/PK Nail
- Fd. ROW Rail
- Set 1/2"ø Rebar w/RPC PLS 7060...
- Set Cut 'X'
- Survey Boundary
- Section Line
- 1/4 Section Line
- 1/4-1/4 Section Line
- Permanent Easement
- Red Plastic Cap: RPC
- Stainless Steel Washer: SSW

Proprietors:
Spiegel Family Realty Company Iowa, LLC
8650 Enterprise Dr
Peosta, IA 52068

Requested by:
Royal Oaks Development

Surveyed on 11/27/2012.
Property Corners to be set within one year of recording.

PROF. ENGINEER & LAND SURVEYOR
LYLE G. TeKIPPE 7060
IOWA

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. The unadjusted error of closure does not exceed 1:10,000 for the subdivision boundary and does not exceed 1:5,000 for any individual lot.

Lyle G. TeKippe, P.E. & P.L.S. — 12-19-13 Date
License Number 7060
My license renewal date is **December 31, 2014.**
Sheets covered by this seal: **Sheets P1 through P4**

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

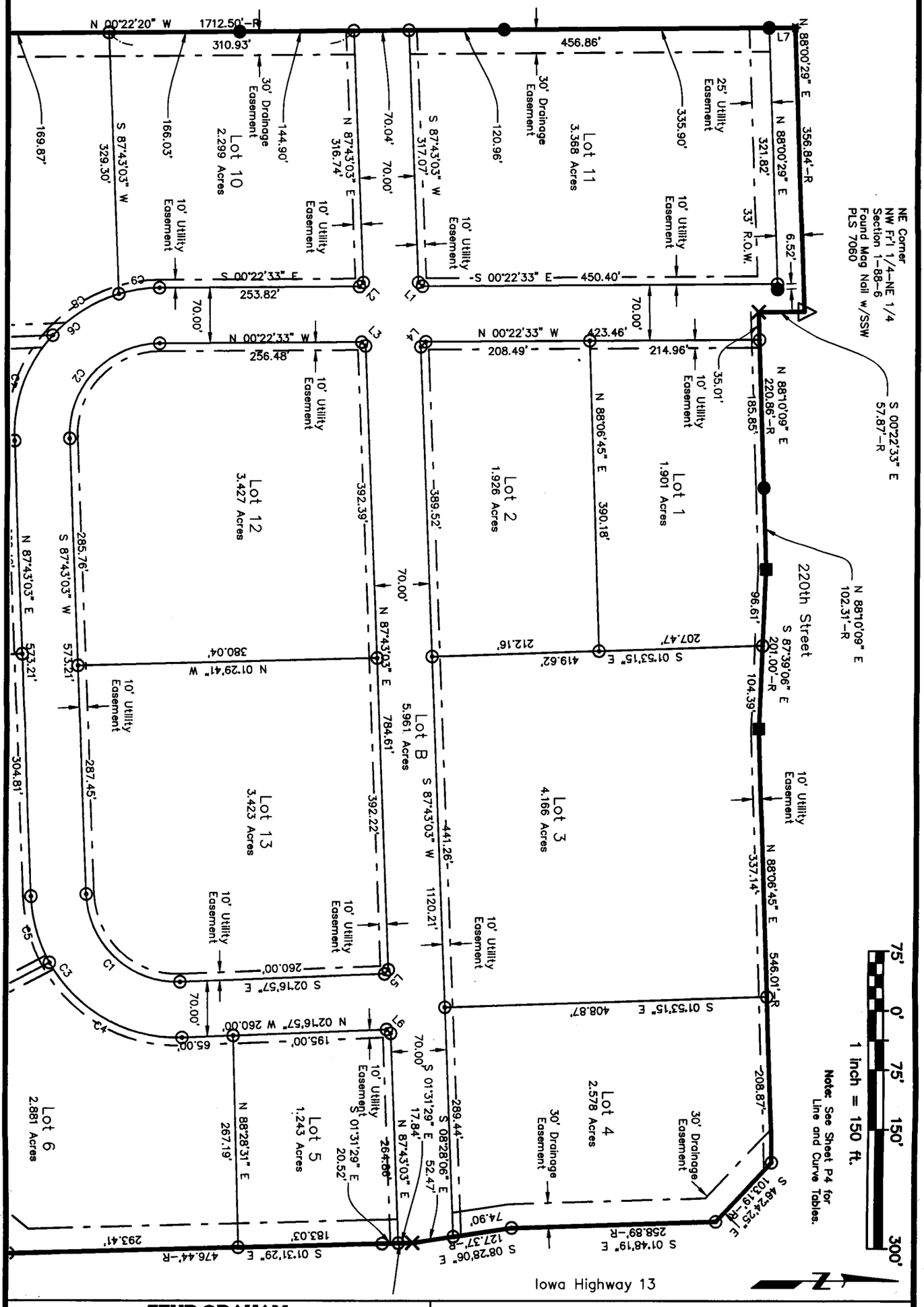
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Field Book: Manchester 39 Pages: 62-63
Project No. 13-854 (122059.MS) Sheet P1

Final Plat

MANCHESTER WEST COMMERCIAL SUBDIVISION

of Parcel C and the East 1/2 Fr'l NE 1/4 Except Highway R.O.W.
in Section 1–T88N–R6W, City of Manchester, Delaware County, Iowa

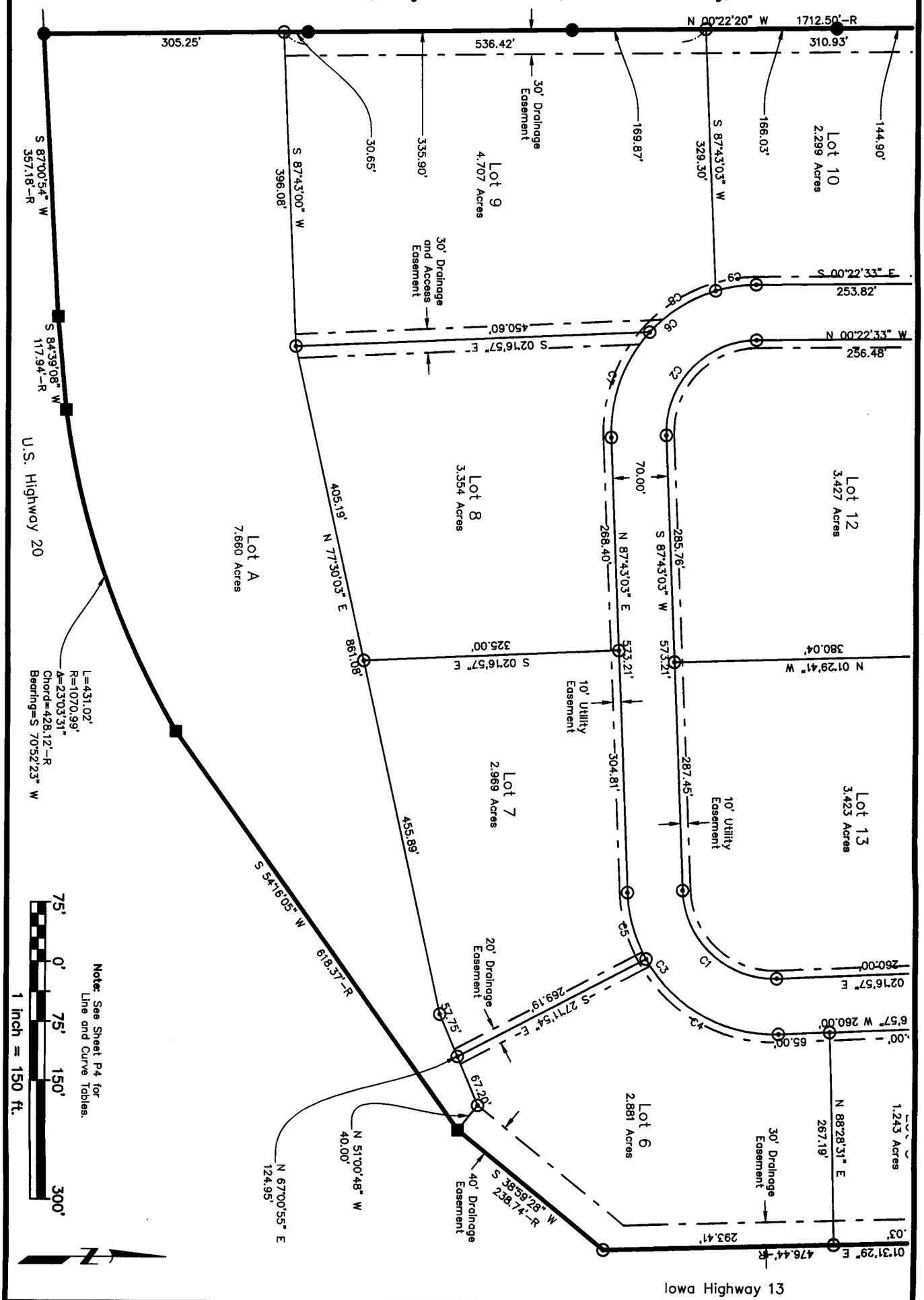


FEHR GRAHAM ENGINEERING & ENVIRONMENTAL	1919 210th Street, Manchester, Iowa 52057	
M:\Projects\2012\122059MS\Dwg_122059ms–Plat.dwg	Project No. 13–854 (122059.MS)	FB: Manchester 39 Pg: 62–63 | Sheet P2

Final Plat

MANCHESTER WEST COMMERCIAL SUBDIVISION

of Parcel C and the East 1/2 Fr'l NE 1/4 Except Highway R.O.W.
in Section 1–T88N–R6W, City of Manchester, Delaware County, Iowa



FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

1919 210th Street, Manchester, Iowa 52057

M:\Projects\2012\122059MS\Dwg_122059ms–Plat.dwg | Project No. 13–854 (122059.MS) | FB: Manchester 39 Pg: 62–63 | Sheet P3

Final Plat

MANCHESTER WEST COMMERCIAL SUBDIVISION

of Parcel C and the East 1/2 Fr'l NE 1/4 Except Highway R.O.W.
in Section 1–T88N–R6W, City of Manchester, Delaware County, Iowa

PARCEL CURVE DATA					
CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
C1	90°00'00"	115.00'	180.64'	162.63'	S42°43'03"W
C2	91°54'24"	115.00'	184.47'	165.32'	N46°19'45"W
C3	90°00'00"	185.00'	290.59'	261.63'	N42°43'03"E
C4	62°49'53"	185.00'	202.87'	192.86'	N29°08'00"E
C5	27°10'07"	185.00'	87.72'	86.90'	N74°08'00"E
C6	91°54'24"	185.00'	296.76'	265.94'	S46°19'45"E
C7	44°48'06"	185.00'	144.66'	141.00'	S69°52'54"E
C8	30°52'48"	185.00'	99.71'	98.50'	S32°02'27"E
C9	16°13'30"	185.00'	52.39'	52.21'	S08°29'18"E

PARCEL LINE DATA		
LINE	BEARING	DISTANCE
L1	S43°40'15"W	6.95'
L2	S46°19'48"E	7.19'
L3	N43°40'15"E	6.95'
L4	N45°45'27"W	8.90'
L5	S47°16'57"E	7.07'
L6	N42°43'03"E	7.07'
L7	N00°22'18"W	33.00'-R

Lot	NE 1/4 (Ac)	NW 1/4 (Ac)	SE 1/4 (Ac)	SW 1/4 (Ac)	Total (Ac)
1	1.901				1.901
2	1.926				1.926
3	4.166				4.166
4	2.578				2.578
5	0.711		0.532		1.243
6			2.881		2.881
7			2.969		2.969
8			3.354		3.354
9			0.314	4.393	4.707
10		0.832		1.467	2.299
11		3.368			3.368
12	1.038		2.389		3.427
13	1.045		2.378		3.423
A			5.161	2.499	7.660
B	2.489	1.309	1.979	0.184	5.961
Total	15.854	5.509	21.957	8.543	51.863

Prepared by/Return to: FEHR GRAHAM, 1919 210th Street, Manchester, Iowa 52057, Ph. (563)927-2060

Project No. 13-854 (122059.MS) Page BD-1

PROF. ENGINEER & LAND SURVEYOR
LYLE G. TeKIPPE 7060
IOWA

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. The unadjusted error of closure does not exceed 1:10,000 for the subdivision boundary and does not exceed 1:5,000 for any individual lot.

Lyle G. TeKippe, P.E. & P.L.S. 12-19-13
Date

License Number 7060
My license renewal date is December 31, 2014.
Pages covered by this seal: BD-1 through BD-2

State of Iowa)
ss.
County of Delaware)

Subscribed and sworn to before me by Lyle G. TeKippe this 19th day of December, 2013.

NOTARIAL SEAL IOWA
CHRISTINA RICHTER
Commission Number 723809
My Commission Expires
8-5-15

Christina Richter
Notary Public

SURVEY AND PLAT OF:

Boundary Description:

Manchester West Commercial Subdivision, a subdivision of Parcel C and the Fractional Northeast Quarter of Section One, Township Eighty-Eight North, Range Six West of the Fifth Principal Meridian, City of Manchester, Delaware County, Iowa, and more particularly described as follows:

Beginning at the Northeast Corner of the Fractional Northwest Quarter of the Northeast Quarter of said Section;

Thence **South 00°22'33" East, 57.87 feet** to the South Right-of-Way Line of 220th Street;

Thence **North 88°10'09" East, 220.86 feet**;

Thence **North 88°10'09" East, 102.31 feet**;

Thence **South 87°39'06" East, 201.00 feet**;

Thence **North 88°06'45" East, 546.01 feet,** all along said South Right-of-Way Line to the West Right-of-Way Line of Iowa Highway 13;

Thence **South 46°24'25" East, 103.19 feet**;

Thence **South 01°48'19" East, 258.89 feet**;

Thence **South 08°28'06" East, 127.37 feet**;

Thence **South 01°31'29" East, 38.36 feet**;

Thence **South 01°31'29" East, 476.44 feet,** all along said West Right-of-Way Line to the North Right-of-Way Line of U.S. Highway 20;

Thence **South 38°59'28" West, 238.74 feet**;

Thence **South 54°16'05" West, 618.37 feet**;

Thence Southwesterly 431.02 feet along a 1071.00 foot radius curve, concave Northwesterly (said curve having a Long Chord of **South 70°52'23" West, 428.12 feet)**;

Thence **South 84°39'08" West, 117.94 feet**;

Thence **South 87°00'54" West, 357.18 feet,** all along said North Right-of-Way Line to the West Line of said Parcel C, recorded in Book 2012, Page 2978, on file in the Delaware County Recorder's Office in Manchester, Iowa;

Thence **North 00°22'20" West, 1712.50 feet** along said West Line to the North Line of said Section;

Thence **North 88°00'29" East (Record Bearing), 356.84 feet,** along said North Line to the Point of Beginning;

Containing **51.863 Acres**, including 0.262 Acre of 220th Street Right-of-Way, subject to easements of record.
(See plat attached to this original survey description.)

OWNER'S ACKNOWLEDGMENT

I, A.J. Spiegel, President of Spiegel Family Realty Company Iowa, LLC, State of Iowa, hereby certify that the above survey, as shown by the attached Plat, is made with my free consent, and in accordance with my desire.

A.J. Spiegel

State of Iowa)
) SS
Dubuque County)

On this 7th day of December, 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **A.J. Spiegel**, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation; that said instrument was signed on behalf of said corporation by authority of its Board Directors; and that the said A.J. Spiegel as such officer, acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

THOMAS J ALLENDORF
Notarial Seal - Iowa
Commission # 716727
My Commission Expires 5/24/14

Notary Public in and for the State of Iowa
My commission expires 5-24-14

DEDICATION

The undersigned owner of the land described in the foregoing surveyor's certificate have caused said tract to be surveyed and subdivided in the manner shown on the above plat, which shall hereafter be known as ***West Commercial Subdivision, City of Manchester, Delaware County, Iowa.*** Lot A, as shown on the above plat, is hereby dedicated for perpetual use as storm water detention, storm water conveyance, and wetland preservation. The road right-of-way along West Commercial Street, Commercial Court, and 220th Street, as shown as Lot B on the above plat, is hereby dedicated to public use forever for street purposes. All public easements shown on the above plat are further hereby granted to the ***City of Manchester, Iowa,*** for the purpose of installing and maintaining public utilities or other facilities, in, under or over said easements.

IN WITNESS WHEREOF, we have set our hands this 7th day of December, 2013.

A.J. Spiegel

State of Iowa)
) SS
Dubuque County)

On this 7th day of December, 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **A.J. Spiegel**, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation; that said instrument was signed on behalf of said corporation by authority of its Board Directors; and that the said A.J. Spiegel as such officer, acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

THOMAS J ALLENDORF
Notarial Seal - Iowa
Commission # 716727
My Commission Expires 5/24/14

Notary Public in and for the State of Iowa
My commission expires 5-24-14

MORTGAGE HOLDERS ACKNOWLEDGMENT

The F&M 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: Tirzah N. Wedewer, Senior Vice President

State of Iowa)
) SS
Delaware County)

On this 6th day of December, 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tirzah N. Wedewer, to me personally known, who being duly sworn, did say that she is the Senior Vice President of the F&M Bank, executing the within and foregoing instrument to which this is attached, that the seal affixed hereto is the seal of the F&M Bank; that said instrument was signed and sealed on behalf of the F&M Bank by authority of its Board of Directors; and that Tirzah N. Wedewer as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the F&M Bank, by it and by her voluntarily executed.

NOTARIAL SEAL IOWA
Rosemary Drees
COMMISSION NUMBER 144070
My Commission Expires
7/30/2014

Rosemary Drees
Notary Public in and for the State of Iowa
My commission expires 7/30/2014

CERTIFICATE OF TREASURER

I, the undersigned, Carolyn A. Wilson, Treasurer of Delaware County, Iowa, do hereby certify that all taxes and special assessments against ***Manchester West Commercial Subdivision, City of Manchester, Delaware County, Iowa,*** have been paid and said real estate is free and clear of all taxes as of this date.

Carolyn A. Wilson

Carolyn A. Wilson, Delaware County Treasurer

12-31-13

Date

State of Iowa)
) SS
Delaware County)

On this 31st day of December, 2013, before me Carolyn A. Wilson a Notary Public in and for the State of Iowa, personally appeared **Carolyn A. Wilson**, to me personally known, and, who, being duly sworn, did say that she is the Auditor of Delaware County, Iowa.

BARB ROBINSON
Commission Number 742621
My Commission Expires
9-19-15

Notary Public in and for the State of Iowa
My commission expires 9-19-15

APPROVAL OF AUDITOR

I, **Carla K. Becker**, Auditor of Delaware County, Iowa, pursuant to Iowa Code Sections 354.6(2) and 354.11(6), have reviewed and do hereby approve of the subdivision name or title of ***Manchester West Commercial Subdivision, City of Manchester, Delaware County, Iowa,*** a subdivision in Delaware County, Iowa.

Carla K. Becker

Carla K. Becker, Delaware County Auditor

12-30-13

Date

State of Iowa)
) SS
Delaware County)

On this 30th day of December, 2013, before me Carla V. Becker a Notary Public in and for the State of Iowa, personally appeared **Carla K. Becker**, to me personally known, and, who, being duly sworn, did say that she is the Auditor of Delaware County, Iowa.

Peggy A. Hildebrand

Notary Public in and for the State of Iowa
My commission expires 12-26-2015

PEGGY A. HILDEBRAND
Commission Number 707482
My Commission Expires
12-26-2015

PLANNING AND ZONING COMMISSION RESOLUTION APPROVING FINAL PLAT

WHEREAS, the final plat of ***Manchester West Commercial Subdivision, City of Manchester, Delaware County, Iowa,*** affecting premises more specifically described in the Surveyor's Certificate of Lyle G. TeKippe, dated December 19, 2013, has been filed with the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa;

WHEREAS, the Planning and Zoning Commission has fully considered the same and found the same to be in accordance with the ordinances of the City of Manchester, Iowa, relating to plats and additions to the City or within a two mile radius of the City; and

WHEREAS, construction of water, sanitary sewer, and storm sewer utilities and improvements are satisfactorily complete; and

WHEREAS, construction of streets are satisfactorily complete; and

WHEREAS, construction of sidewalks are deferred until immediately after development of each individual lot or ten years, whichever is sooner; and

WHEREAS, the subdivision plat and its attachments conform to Sections 354.6, 354.11 and 355.8 of the Iowa Code and therefore can be approved pursuant to 354.8 of the Iowa Code; and

NOW, THEREFORE, BE IT RESOLVED, by this Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa, that said Manchester West Commercial Subdivision, City of Manchester, Delaware County, Iowa, be, and the same is hereby acknowledged, approved and accepted on the part of the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa, and the Commission hereby recommends to the City Council the acceptance of the same and the Chairperson and the Secretary are hereby authorized and directed to certify this resolution of approval and affix the same to said plat as provided by law.

Adopted and passed this 12th day of December, A.D., 2013 .

CITY OF MANCHESTER CITY SEAL MANCHESTER, IOWA

PLANNING & ZONING COMMISSION
CITY OF MANCHESTER, IOWA

By _____
David Smith, Vice Chairperson

By Erin Learn
Erin Learn, Recording Secretary

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 27th day of December, 2013, before me, Laura K. Thomas, a Notary Public in and for the State of Iowa, personally appeared David Smith and Erin Learn, to me personally known, and, who, being by me duly sworn, did say that they are the Chairperson and Recording Secretary, respectively, of the Planning and Zoning Commission of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by the authority of its Planning and Zoning Commission, and adopted by the Planning and Zoning Commission on the 12th day of December, 2013, and that David Smith and Erin Learn acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Laura K. Thomas
Notary Public

NOTARIAL SEAL IOWA
LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2014

R-141-2013
CITY COUNCIL RESOLUTION APPROVING FINAL PLAT

WHEREAS, the final plat of ***Manchester West Commercial Subdivision, City of Manchester, Delaware County, Iowa,*** affecting premises more specifically described in the Surveyor's Certificate of Lyle G. TeKippe, dated December 19, 2013, has been filed with the City Clerk of the City of Manchester, Delaware County, Iowa;

WHEREAS, the City Council has fully considered the same and found the same to be in accordance with the ordinances of the City of Manchester, Iowa, relating to plats and additions to the City or within a two mile radius of the City; and

WHEREAS, construction of water, sanitary sewer, and storm sewer utilities and improvements are satisfactorily complete; and

WHEREAS, construction of streets are satisfactorily complete; and

WHEREAS, construction of sidewalks are deferred until immediately after development of each individual lot or ten years, whichever is sooner; and

WHEREAS, the subdivision plat and its attachments conform to Sections 354.6, 354.11 and 355.8 of the Iowa Code and therefore can be approved pursuant to 354.8 of the Iowa Code; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Manchester, Delaware County, Iowa, that

> Said ***Manchester West Commercial Subdivision, City of Manchester, Delaware County, Iowa,*** be, and the same is hereby acknowledged, approved and accepted on the part of the City of Manchester, Delaware County, Iowa.

The Mayor and City Clerk are hereby directed to certify this approval and affix the same to said final plat as by law provided.

Passed this 23rd day of December, A.D., 2013.

CITY OF MANCHESTER CITY SEAL MANCHESTER, IOWA

Milt L. Kramer
Milt Kramer, Mayor

ATTEST:

Erin Learn
Erin Learn, City Clerk

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 27th day of December, 2013, before me, Laura K. Thomas, a Notary Public in and for the State of Iowa, personally appeared Milt Kramer and Erin Learn, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by the authority of its City Council, as contained in Resolution Number R-141-2013 adopted by the City Council on the 23rd day of December, 2013, and that Milt Kramer and Erin Learn acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Laura K. Thomas
Laura K. Thomas, Notary Public

NOTARIAL SEAL IOWA
LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2014

ATTORNEY OPINION

I, A. Theodore Huinker, a practicing attorney at law in Dubuque County, Iowa, have examined the abstract of title to the land included in ***Manchester West Commercial Subdivision, City of Manchester, Delaware County, Iowa,*** on premises more specifically described in the Surveyor's Certificate of Lyle G. TeKippe, dated December 19, 2013.

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 December, 2013, at 8:00 a.m.

My examination of said abstract shows good and merchantable title on the date and hour of the certification to be in Spiegel Family Realty Company Iowa, LLC, free and clean of all liens and encumbrances, except a mortgage to Farmers & Merchants Savings Bank dated July 6, 2012 and filed of record July 6, 2012 in Book 2012, Page 2215 of the mortgage records of the Delaware County Recorder, said mortgage being modified by a Modification of Open-End Mortgage dated October 5, 2012, and filed of record October 9, 2012 in Book 2012, Page 3397 of the mortgage records of the Delaware County Recorder. Said abstract shows taxes for the first half fiscal year 2012-2013 and all prior years have been paid.

Dated at Dubuque, Iowa, this 27th day of December, 2013.

A. Theodore Huinker, Attorney-at-Law

Prepared by and return to: Stephen J. Juergens 151 W. 8th St., Suite 200 Dubuque, IA 52001 (563) 556-4011

DECLARATION OF RESTRICTIONS AND COVENANTS

FOR

MANCHESTER WEST COMMERCIAL SUBDIVISION

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DECLARATION OF RESTRICTIONS AND COVENANTS

SPIEGEL FAMILY REALTY COMPANY IOWA, LLC, fee simple title owner of real property legally described as:

> MANCHESTER WEST COMMERCIAL SUBDIVISION of
> Parcel C and the East 1/2 Fr'l NE 1/4 Except Highway R.O.W.
> in Section 1-T88N-R6W, Delaware County, Iowa,

(which real property is hereinafter collectively called the "property"), hereby makes the following declarations as to limitations, restrictions, and uses to which the aforesaid property and any subdivisions thereof my be put. These declarations shall constitute covenants to run with the land as now platted and with all future subdivisions of such land or any part of same, and shall be binding on all future owners of the land and subdivision of same or any part thereof, for the benefit of all future owners of various parts or portions of the land.

Section 1.0 Permitted Uses

Parcels within the property may be used only for purposes permitted in a C-3 district under the Zoning Ordinance of the City of Manchester, Iowa, and as the same may hereafter be amended, and as may be further limited by provisions relating to use of a parcel contained in any deed or deeds pertaining to such parcel.

Section 2.0 Architectural Controls; Site Development Standards

2.1 Definitions.

2.1.1 "Building related features" are defined as all constructed items which rise above the grade surface of the lot. These include:

a. Primary building;
b. All accessory or secondary buildings;
c. All exterior storage areas;
d. Exterior refuse collection areas;
e. Exterior mechanical equipment; and
f. Containerized or tank storage of liquids, fuels, gases, and

other materials.

2.1.2 "Visually exposed" means any portion of any building related feature can be seen from any ground point outside the lot on which it is situated.

2.1.3 "City Council" means the City Council of the City of Manchester, Iowa.

2.1.4 "Manchester" means the City of Manchester, Iowa.

2.1.5 "City Engineer" means the licensed, professional engineer for the City of Manchester.

2.1.6 "Developer" means Spiegel Family Realty Company Iowa, LLC.

2.2 Objectives of Developer and Architectural Review Process.

2.2.1 The Developer's objectives are to carry out the general purposes expressed in these Declarations; to provide for the preservation of the real property values, to assure that the aesthetic qualities of the properties are maintained, that any improvements or changes in the properties will be of good and attractive design and in harmony with the natural beauty of the area and the other dwellings in the area; and to assure that materials and workmanship of all improvements are of high quality and compatible with other improvements within the properties. The Developer may assign these objectives and the responsibility to enforce these covenants as provided in Section 2.2.5 below.

2.2.2 Developer's Approval.

To achieve Developer's objectives set forth above, Developer shall have the power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein and deemed to be within the jurisdiction of the Developer.

2.2.3 Matters Requiring Approval.

Prior written approval shall be obtained from the Developer with respect to all matters stated in this Declaration as requiring such approval. At no time shall any building, wall, driveway, access or other structure be connected, erected or maintained upon the properties, nor shall any exterior addition to, change in, repair of, reconstruction of, or alteration therein be made until the plans and specifications showing the nature, kind, shape, elevations, heights, materials, location, grade and proposed landscaping or any other matter having a visual impact on the properties have been submitted to and approved in writing by the Developer or its assigns.

2.2.4 Procedure.

Whenever approval is required of the Developer, appropriate plans and specifications shall be submitted to the Developer. The Developer shall either approve or disapprove in writing such design, location, proposed construction, clearing activities and all other matters requiring approval within sixty (60) days after said plans and specifications have been submitted to it. The Developer may withhold approval for any reason deemed by it in its discretion to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld or withheld for capricious reasons. If such plans and specifications are not approved or disapproved within sixty (60) days after submission, approval will not be required and this paragraph will be deemed fully complied with.

2.2.5 Assignability of Developer's Rights Under the Architectural Review Process.

The function of the Developer under this architectural review process shall be assignable at the option of the Developer, including, but not limited to, an association of owners of lots within the subdivision.

2.3 Additional Architectural Controls.

a. Exposed Roof and Wall Appurtenances.

All visually exposed roof and wall supported vents, ducts, pipes, mechanical equipment of any kind, skylights, antennas and any other piece of equipment attached to the roof shall be designed and constructed so as to provide a neat and orderly appearance. The colors of such exposed equipment shall be compatible with the building colors adjacent to the equipment.

2.4 Loading Doors and Docks.

All loading (shipping and receiving of raw and manufactured goods) doors and docks shall be designed to provide for the direct movement of goods between the delivery vehicle and the interior of the building. No visually exposed platform docks shall be allowed except within fully-screened storage areas. Exterior loading and unloading of vehicles is allowed within screened exterior storage areas.

2.5 Operations within Enclosed Buildings.

All operations and activities shall be conducted or maintained within completely enclosed buildings except:

a. off-street parking and loading spaces;
b. Employee or public recreational facilities, including patios;
c. Outdoor or exterior storage;
d. Professional photography; and
e. Sidewalk sales and other open-air promotions or exhibitions approved in advance by the City Council.

2.6 Exterior Storage and Trash Collection Areas.

a. Allowable Types of Storage.

Exterior Storage is permitted only for raw and processed goods, equipment and the materials related to the principal activity of the lot. The storage of trash and debris shall be limited to that produced by the principal permitted use of the lot. No outdoor storage of materials or trash which could be blown into the air or strewn about by the wind shall be permitted.

b. Screening of Exterior Storage and Trash Collection Areas.

All exterior storage and trash collection areas and the materials contained therein shall be visually screened from view. The screening shall be a completely opaque fence, wall or other feature not exceeding a height of ten (10) feet measured from the ground level outside the line of the screen. Screen structures built on sloping grades shall be stepped, so that their top line shall be horizontal. Exposed materials used to construct the opaque screen shall be similar in appearance to materials used for exterior building walls. Colors of the screen shall match those of the building. All exterior entrances to a screened storage or trash area shall be provided with a gate or door of similar design to that of the screen. Gates and doors shall be closed at all times other than when a vehicle or personnel are using the entrance for access to and from the screened area. If a ten (10) foot high screen fails to shield the exterior storage or trash collection area from view from points inside or outside of the property, evergreen plantings may be required. Evergreen plant mterials shall be selected and designed so that they will eventually screen the area from all off-site visibility. In such cases, if initial plantings are of six (6) foot height or greater, the requirements for other opaque screening shall be omitted.

2.7 Vehicle Related Features.

2.7.1 Definition of "Vehicle Related Features".

"Vehicle related features" means all areas used for the movement and parking of all vehicles within the lot. These include:

a. Employee and visitor parking spaces;
b. Driveways from the street right-of-way line to and from parking spaces;
c. Loading spaces outside of the building;
d. Maneuvering space and driveways to and from loading spaces; and
e. Parking spaces for company-owned commercial vehicles.

2.8 Open Space Features.

2.8.1 Definition of "Open Space Features".

"Open space features" are those exterior areas and developed features of the lot which include:

a. Landscaped space containing lawn areas and plantings;
b. Paved, hard-surfaced pedestrian areas such as walkway-plazas, entryways and courtyards;
c. Surface stormwater detention areas not otherwise used for building related or vehicle related purposes;
d. Open recreation areas; and
e. Other non-building and non-vehicular related space.

2.8.2 Required Open Space Development.

a. Plant Materials.

The open space area of each lot shall be planted with permanent lawn and ground covers, shrubs and trees.

When any plant materials have died due to any cause, the lot owner shall replant with substantially equivalent healthy plants.

All exposed soil areas remaining after construction of building and vehicle related features shall be planted with a permanent ground cover to prevent erosion.

The area between the public street pavement and the right-of-way line shall be planted and maintained by the lot owner.

b. Pedestrian Areas.

Permanent hard surfaced walkways shall be installed and maintained by the owner for purposes of pedestrian movement between all parking areas and functioning

entrances and exits of the buildings.

Section 3.0 Land Area Coverage

3.1 Maximum and Minimum Limitations.

Land area coverage by building related features (as defined in Section 2.1.1) and vehicle related features (as defined in Section 2.6.1) shall not exceed the maximum limits established in this section. Land areas for open space features (as defined in Section 2.7.1) shall not be less than the minimum limits established in this section. "Land area coverage" means the ground level surface covered or occupied by a particular feature regardless of the number of floors of buildings.

3.2 Standards.

The following table sets forth the maximum and minimum land area coverages for various lot sizes:

Maximum percentage of total lot area available for lot area coverage by building related features	60%
Combined maximum percentage of lot area available for land area coverage by building and vehicle related features	90%
Minimum percentage of total lot area to be established in open space features	10%

Section 4.0 Solar Access Protection

4.1 Placement of Solar Obstructions.

No vegetation, structure, fixture or other object shall be so constructed, installed or situated that it casts a shadow on the ground of an adjoining lot greater than fifty (50) feet measured due north from the adjoining property line on December 21 at any time

between the hours of 9:00 a.m. and 3:00 p.m. Central Standard Time.

Section 5.0 Utility Locations

5.1 Service Lines.

All electrical, telephone, television cable and other similar utility lines serving the building and other site features shall be located underground.

5.2 Mechanical Equipment

All electrical transformers, switching gear, relay boxes, meters, air conditioning units, heat pumps and other similar mechanical equipment on the property shall be located in positions which are shielded from view from the public streets. Constructed fencing or walls and plant materials may be used visually to screen such mechanical equipment.

Section 6.0 Signs

6.1 Applicability of Manchester Ordinances.

The provisions of the Manchester Zoning ordinance apply to the construction and maintenance of signs, and construction and maintenance a signs is further regulated by these declarations in the following particulars.

6.2 On-Premise Signs.

a. Allowable Content.

Signs, messages and graphics shall be limited to the following content:

Primary Sign

- identification of occupant's business name;
- identification of occupant's products or services by

generic name only;
- street address;
- graphic symbol or logo identified with the company; and
- marquee messages.

Secondary Sign

- directional messages necessary for the safe and efficient flow of vehicular and pedestrian traffic on the lot;
- identification of visitor entrances to the building, shipping and receiving docks, and other delivery points; identification of assigned parking spaces and handicap accessability;
- temporary announcements of pending or new construction; and
- commemorative messages.

No billboard or similar outdoor advertising signs will be constructed or maintained on any lot.

b. Maximum Number of Signs.

The number of primary signs shall not exceed two for each premises or lot; provided, however, that (1) the number of primary signs not building mounted shall not exceed one (1) per single building, regardless of number of occupants, and (2) the number of primary signs building mounted shall not exceed one (1) per occupant of the single building. No maximum number of secondary signs is established.

c. Maximum Area of Sign Panel.

The maximum sign panel area of a single primary sign shall not exceed 60 square feet.

The maximum sign panel area of a second primary sign shall not exceed 30 square feet.

The area of double-faced free standing signs shall be computed as the area of a single face only.

No maximum cumulative area is established for secondary signs; provided, however, no single permanent secondary sign shall exceed six (6) square feet in area.

d. Allowable Structural Types.

Primary and secondary sign may be mounted on exterior walls of buildings or may be free-standing. No signs shall be mounted on roofs or above any eave or parapet of a building. All building counted signs shall be flush mounted on the wall and no projections beyond one foot (1') shall be allowed. The determination of area of signs composed of separate elements shall be the area of a rectangle that completely encloses all such elements and/or corporate identification devices.

e. Sign Locations on Lots.

Free-standing primary signs may be located only in the area enclosed by the street right-of-way line, the line formed by the street facade of the building, and the side lot lines.

Secondary signs may be located anywhere on the lot and on any building facade.

No signs may project in space over a street right-of-way line or any walkway or onto another lot.

f. Lighting.

Primary signs may be illuminated only by means of indirect lighting whereby all light sources and devices are shielded from view by opaque or translucent materials.

g. Motion.

No signs may include any device or means, mechanical, electrical, or natural, which shall cause any motion of the

sign, panel or any part thereof. No flashing lights or changing colors shall be allowed.

h. Design.

Colors used for sign structures shall be selected from one of the color sets selected for the associated building facades. Materials used in the sign structure shall be the same or similar to those used on the building facade. Primary sign messages may include colors and alphabets which are identified with the company's corporate image. Building mounted signs shall be fabricated and no sign message shall be painted or otherwise permanently engraved or affixed to a building wall.

i. Interior Advertising Displays.

The use of interior window area of buildings for commercial display of merchandise of products, and including the use of interior window surfaces for display of temporary signs is allowed, subject to the coverage limitation of Subsection 6.2(k) below.

j. Window Signs.

Permanent and temporary homemade and handwritten window signs are prohibited. Only professionally prepared permanent and temporary window signs with printing of graphics presenting a neat, orderly appearance and letters or symbols of uniform and consistent length, width and texture are allowed.

Any window sign shall be subject to the requirements of these restrictive covenants relating to lighting and motion. Provided, further, that no window sign or window display shall cover an area greater than fifty percent (50%) of the total area of the window in which same is situated.

Section 7.0 Site Lighting

7.1 Types.

Exterior illumination of the site shall be limited to the illumination of:

a. Parking areas, driveways, and loading facilities;
b. Pedestrian walkways surfaces and entrances to buildings;
c. Screened storage areas; and
d. Building exterior.

7.2 Lamp Type.

Light sources shall be limited to LED lamps or other type as may be approved by the City Engineer.

7.3 Location and Design.

All exterior lighting shall be designed, installed and maintained so as not to cause direct glare or to shine into adjacent lots and streets. No light source shall provide illumination onto adjacent lots, buildings or streets in excess of 2.0 foot candle. All exterior lighting luminaires shall be designed and installed to shield light from the luminaire at angles above 72 degrees from vertical.

Exterior lighting shall be LED w/SSA Poles or equivalent or other type as may be approved by the City Engineer.

Fixtures mounted on a building shall not be positioned higher than the roof line of the building. Post mounted free-standing fixtures shall not be higher than thirty feet (30') above ground.

Wooden utility poles are acceptable only for temporary use during construction. All electrical service lines to posts and fixtures shall be underground and concealed inside the posts.

Section 8.0 Stormwater Management

Each lot shall abide by the Soil and Erosion Control ordinances of Manchester.

Section 9.0 Construction Activities - Protection of Adjacent Properties

Construction or alteration of any kind shall be planned, controlled and undertaken in a way that protects adjoining properties, public open spaces, streets and utilities from any damage whatsoever, either temporary or permanent.

Section 10.0 Other Codes and Regulations

These covenants do not relieve a developer from other applicable Manchester, county, state and federal codes, regulations, laws and other controls relative to the planning, construction, operation and management of the property.

Section 11.0 Operations and Performance Standards

11.1 Building Related Features.

All building related features, including signs, shall be maintained at all times in a clean, safe, orderly and sanitary condition. All facilities shall comply with applicable laws, ordinances, and regulations pertaining to health and safety. Each lot owner shall provide for the periodic removal of trash and rubbish from his lot.

Repair to or replacement of any building related feature, including a sign, shall be with materials identical or substantially similar to those of the original.

11.2 Vehicle Related Features.

All vehicle related features shall be maintained at all times in a clean, safe, orderly and sanitary condition. Each lot owner shall provide for the removal of trash, soil, snow and other debris from all vehicle related features on his lot.

11.3 Open Space Related Features.

All open space related features shall be maintained at all times in a clean, safe, orderly and sanitary condition. Each lot owner shall provide for removal of trash, litter, weeds, dead plant materials and other debris from all open space related features on his lot.

Plant materials and lawn areas shall be continually maintained in a manner consistent with the growing requirements and characteristics of each planted species. The lot owner shall provide for the control, removal or eradication of weeds and other plants which were not planted or planned for in the landscape plan.

Section 12.0 Nuisances and Hazards

No occupant of the property shall manufacture, process, produce, handle or store any product or item, or engage in any activity, which shall at any time produce or possess the potential to produce a nuisance or hazard beyond the limits of the lot, or to the public health, safety or welfare. All uses shall operate in conformance with the most restrictive limitations set forth in the Manchester Code of Ordinances, Iowa Statutes and Administrative Rules, and Federal laws and regulations.

Section 13.0 Enforcement

13.1 Abatement and Suit.

In case any lot owner(s) shall violate or attempt to violate any of the covenants, restrictions and limitations herein, any other lot owner or owners may prosecute any proceeding at law or in equity against the person(s), firm(s) or corporation(s) violating or attempting to violate any such covenant, restriction or limitation, either to prevent such violation or to abate same, or to recover damages for such violation, or both.

13.2 Failure to Enforce Not a Waiver of Rights.

The failure of any lot owner or owners to enforce any covenant, restriction, or limitation herein contained shall in no event be

deemed to be a waiver of the right to do so thereafter, nor be deemed a waiver of the right to enforce any other covenant, restriction or limitation.

Section 14.0 Constructive Notice and Acceptance

Every person, firm or corporation who hereafter owns or acquires any right, title, or interest in or to any portion of the property is and shall be conclusively deemed to have consented and agreed to every covenant, restriction, condition and limitation herein contained, whether or not any reference to this Declaration of Restrictions and Covenants is contained in the instrument by which such person, firm, or corporation acquired an interest in said property.

Section 15.0 Mutuality, Reciprocity

All covenants, restrictions, conditions and limitations herein contained are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the property; and they shall create mutual, equitable servitudes upon each parcel in favor of every other parcel; and they shall create reciprocal rights and obligations between the respective owners of all parcels of the property and privity of contract and estate between all grantees of said parcels, their heirs, successors and assigns.

Section 16.0 Effect of Invalidation

If any provision or provisions of this Declaration of Restrictions and Covenants is or are held invalid in any court, the invalidity of such provision or provisions shall not affect the validity of the remaining provisions hereof.

Section 17.0 Term, Termination and Modification

17.1 Term.

This Declaration of Restrictions and Covenants, every provision hereof, and every covenant, restriction, condition and limitation contained herein, or as modified as hereinafter provided, shall continue in full force and effect for a period of twenty-one (21) years

from the date this Declaration of Restrictions and Covenants is recorded in the office of the County Recorder of Delaware County, Iowa, unless sooner terminated as hereinafter provided. This Declaration of Restrictions and Covenants may be extended for additional periods of twenty-one (21) years each by compliance with Section 614.24, Code of Iowa, 2013.

17.2 Termination, Modification.

This Declaration of Restrictions and Covenants, or any provision hereof, or any covenant, restriction, condition, or limitation contained herein, may be terminated, modified or amended at any time as to the whole of the property with the written consent of sixty-six and two-thirds percent (66 2/3%) of the owners of lots created by subdivision of the property. No such termination, modification or amendment shall be effective until an instrument in writing evidencing such consent has been executed, acknowledged, and recorded in the office of the County Recorder of Delaware County, Iowa.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictions and Covenants on this 31st day of December, 2013.

SPIEGEL FAMILY REALTY COMPANY
IOWA, LLC

By: _____
A. J. Spiegel, Sole Member

STATE OF IOWA)
) SS:
COUNTY OF DUBUQUE)

This instrument was acknowledged before me on this 31st day of December, 2013, by A. J. Spiegel, Sole Member of Spiegel Family Realty Company Iowa, LLC.

NOREEN M. LARSON
COMMISSION NO. 137222
MY COMMISSION EXPIRES
9/26/15

_____
Notary Public for the State of Iowa