Book 2017 Page 1047

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Entered for taxation 19th day
of April AD 2017
Carla K. Bacher, Auditor
By R. Hildebrand, Deputy

WARRANTY DEED
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)
Jane E. Hanson, 401 East Main Street, Manchester, IA 52057, Phone: (563) 927-5920

Taxpayer Information: (name and complete address)
Drew D. Cole, 1819 Firefly Road, Manchester, Iowa 52057

Return Document To: (name and complete address)
Jane E. Hanson, 401 East Main Street, Manchester, IA 52057

Grantors:
John C. Broghammer and
Mary D. Broghammer

Grantees:
Drew D. Cole

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

WARRANTY DEED

For the consideration of $110,000.00 Dollar(s) and other valuable consideration, John C. Broghammer and Mary D. Broghammer, husband and wife do hereby Convey to Drew D. Cole, a single person the following described real estate in Delaware County, Iowa:

Parcel 2017-14 Part of the Southwest Quarter of the Southeast Quarter (SW 1/4 - SE 1/4) in Section 1, Township 89 North, Range 6 West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2017, Page 647.

Subject to the following restrictive convents. Said covenants may be enforced by the Sellers as titleholders or any successors in interest to the Sellers of the premises legally described as:

The East one-half (E ½) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Seven, Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., except that part described as commencing at a point six hundred sixty five and five hundredths (665.05) feet East of the Northwest corner of said Section Seven (7), thence East three hundred two and ninety five hundredths (302.95) feet, thence South two hundred nineteen feet, thence West three hundred two and ninety five hundredths (302.95) feet, thence North two hundred nineteen (219) feet to the point of beginning.

A. This parcel shall be known, described and used solely as a residential lot, and no structures shall be erected on this residential building lot other than one detached single family dwelling, not to exceed two (2) stories in height, with a car garage not to exceed 4 garage stalls, which may be attached or detached, said residential building shall not exceed 5,000 square feet in size. Only one additional out building may be constructed for use in conjunction with said residence, said out building not to exceed 3,500 square feet in size.

B. No trailer, camper, mobile home, basement, tent, or shack erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. No inoperable, dismantled or wrecked motor vehicles, trailers, or machinery or parts thereof, including scrap metal or other scrap materials shall be permitted to be upon or remain upon any of the property or lot.

C. No truck or other commercial vehicles rated larger than one ton shall be maintained or parked overnight for any purpose on this lot.

D. No dwelling nor any part thereof shall be erected on any of such lots nearer than sixty-five (65.0) feet from the front lot line and no dwelling nor building not any part thereof shall be located nearer than fifteen (15.0) feet to any interior lot line.

E. Only one residential unit shall be erected on this lot, as shown on the recorded plat, and no portion or part of the lot may be sold separately or subdivided.

F. Once excavation has commenced on the lot for the purpose of building thereon, the dwelling on said lot shall be fully completed within one and one-half (1½) years of the time of commencement.

G. No animals of any kind shall be raised, bred, or kept on this lot or property, with the exception that dogs, cats or ordinary household pets maybe kept provided they are not kept, bred or maintained for any commercial purposes, nor shall any out building be erected on any lot for the housing of any cattle, sheep or other domesticated animals, other than normal household pets, which may include one riding horse or pony for the personal use of the family.

H. Antennas are permitted if attached to the dwelling and do not extend more than ten (10) feet above the peak of the building. All other antennas, satellite TV dishes, poles for radio and windmills are prohibited.

I. Titleholder of said lot, vacant or improved, shall keep his or her lot free of weeds and debris. Other than natural undergrowth and vegetation, nor shall any materials, junk, manure or garbage be kept or stored on the lot or portion of the lot, except that building materials may be temporarily kept or stored for the purpose of immediate construction of a structure thereon.

J. No business, trade, industrial, commercial or animal agricultural activity shall be carried on in any dwelling or building, except a home occupation that can be operated entirely out of one room in the dwelling house, nor shall anything to be done on any lot which may be or become an annoyance or nuisance to the neighborhood.

K. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants and restrictions herein as long as these covenants are in effect, it shall be lawful for the Sellers or the then owners of the above described tract 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.

L. These covenants and restrictions set forth in this document shall run with the land and bind the subsequent land owners, their successors and/or assigns, and shall inure to the benefit of and be enforceable by the owner of the lot for a term of twenty-one (21) years from the date of that this document is recorded with the Delaware County Recorder.

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

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: 4-17-17.

John C. Broghammer (Grantor)

Mary D. Broghammer (Grantor)

STATE OF **IOWA**, COUNTY OF **DELAWARE**

This record was acknowledged before me on April 17, 2017, by John C. Broghammer and Mary D. Broghammer, husband and wife.

Signature of Notary Public

CHRISTINE L TEGELER
Notarial Seal - Iowa
Commission # 138836
My Commission Expires 3-6-19