

Prepared by: Richard H. Elwood, 102 E. Clark Street, North English, IA 52316, 319-664-3441

ALAN GRIMM AND
VICKY E. GRIMM

TO

THE PUBLIC

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RESTRICTIVE COVENANTS
OF LOTS 1,2, 3, 9, 10, 11 AND
12 OF NORTH ADDITION
PART IV ADDITION

WHEREAS, Alan Grimm and Vicky E. Grimm of North English, Iowa, proprietors and owners of real estate which has been surveyed and platted into which shall be known as North Addition Part IV to the City of North English, Iowa, and they are the owner of Lots One (1), two (2), three (3), nine (9), ten (10), eleven (11) and twelve (12). Thereof, according to a plat which will be filed in the Office of the Recorder, Iowa County, Iowa.

WHEREAS, the said owners desire to restrict the use of such property for the protection of themselves and future owners;

NOW, THEREFORE, Alan Grimm and Vicky E. Grimm do hereby establish the following restrictive covenants on said real estate, which covenants shall be prior to any and all claims of any type and which covenants shall run with the land.

1. All lots described hereby shall be known, described and used solely as residential and no structure shall be erected on any residential building lot other than one detached single family dwelling, not to exceed 2 ½ stories in height, and a one or two-car garage.
2. No structure shall be constructed closer than 30 feet from the front edge of the lot, nor more than 40 feet from the front edge of the lot.
3. The dwelling house to be erected upon any lot by an owner shall cover at least 1,040 square feet of lot area exclusive of garage, and the garage to be erected on said property shall be attached and have a value of not less than \$10,000. The combined total value of the structure, including the dwelling house and the attached garage shall not be less than \$80,000.00. All single family residences shall have minimum off-street parking providing for two parking spaces per vehicles, not limited to automobiles.

4. No trailer, basement, tent, shack, garage, barn or other out-building 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.
5. All driveways shall be hard surfaced with cement or asphalt within one year after the frontage street is hard surfaced or paved.
6. The title-holder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.
7. No noxious or offensive trades shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
8. No fence shall be erected on the tract by a title-holder for the purpose of providing kennels or the line for any animals or for the shielding or hiding of junk, vehicles, junk vehicles or abandoned vehicles.
9. No business of any description shall be conducted upon the property, but the same shall be used only for residential purposes by the said owner or immediate members of their families related to the owner or owners by blood or marriage, but this shall not prevent the renting of a portion of said premises for residential purposes. "No Business" shall be deemed to exclude the operation of a beauty salon within a residence.
10. These covenants are to run with the land and shall be binding on all of the parties and all persons under them until 2024 at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.
11. 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 before 2024 it shall be lawful for any other person or persons owning any other lots in said development or plot 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 or other dues from such violation.
12. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.

Dated this 28th day of August A.D. 2004.

Alan Grimm
Alan Grimm

Vicky E. Grimm
Vicky E. Grimm

STATE OF IOWA
SS:
IOWA COUNTY

On this 28 day of August 2004, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Alan Grimm and Vicky E. Grimm, to me personally known, to be the persons in and who executed said instrument, and acknowledged that they executed the same as their voluntary act and deed.

Bridget L. Ellingson
Notary Public in and for said State
And County

