

RESTRICTIVE COVENANTS OF PLAT OF

DOLMAGE ESTATES PLAT No. 2

KNOW ALL MEN BY THESE PRESENTS:

The following restrictions and reservations are made a part of the plat known as Dolmage Estates Plat No.2, an Official Plat, now included in the East 100 Acres of the S.E. $\frac{1}{4}$ of Section 4, Township 78 North, Range 26 West of the 5th P.M., in Dallas County, Iowa, according to the plat thereof recorded in Book , Page , of the plat records of Dallas County, Iowa, and shall be binding on all present and future owners of each and every lot and parcel of ground in said subdivision according to the terms herein specified as covenants running with the land and with the same force and effect as if contained in each subsequent conveyance of said lots:

1. All numbered lots (lots 1 through 16, inclusive) described herein shall be known, described and used, solely as residential lots and the structures shall be one detached single-family dwelling not to exceed two stories in height with only one house per lot and no residential lot shall be re-subdivided.

2. Prior to construction of any structure or fence, plans must be submitted to Leonard Smith Dolmage, Developer, for approval. Such matters as type and appearance of structure, location of building and drives, will be considered to provide harmony with existing or future buildings and to best utilize the natural lay of the land for appearance and privacy. Written approval must be given before any construction commences.

3. (a) Single-Story Residences:

Each single-story residence shall have ground floor living area of at least 1500 square feet, except that if a two-car attached garage is included as a part of such building, then the minimum living area shall be 1400 square feet.

(b) One and one-Half or Two-Story Residences:

One and one-half or two-story dwellings shall have a minimum ground floor living area of not less than 1000 square feet, and shall have an attached two-car garage.

(c) Split Entry Residences:

Split entry dwellings must have 1500 square feet of finished area or upper level, but 50% credit will be given for a finished area on lower level which is 50% exposed over finished grade.

(d) Exclusions:

Garages, breezeways, porches, and terraces shall not be deemed included in living area, irrespective of whether or not there may be living areas located above such non-living areas.

4. Temporary buildings, mobile homes, or campers of any character are not permitted, and garages or other out buildings cannot be used as residences temporarily or permanently.

5. Construction of any residences shall be completed within one year from the date said construction is begun and excess dirt from the excavation shall be used as a part of a graded landscape plan placed on an approved area in the project, designated by Leonard Smith Dolmage, Developer, or hauled away.

6. Titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris and agree to take all steps necessary to control erosion on his lot or lots. If in the opinion of Leonard Smith Dolmage, Developer, such erosion is not controlled, corrective action may be taken by it and the costs thereof assessed against the property owner.

7. THE FOLLOWING GENERAL RESTRICTIONS SHALL APPLY:

- (a) No obnoxious or offensive trade shall be carried on upon any lot or within any residence.
- (b) No action will be done thereon that may be or become an annoyance to the neighborhood.
- (c) No cottonwood or elm trees shall be planted on any lot or other area.
- (d) No commercial kennels shall be allowed on any lot in subdivision, but household pets are allowed.
- (e) No livestock shall be kept on any lot or lots.
- (f) No use will be made of roads for parking at any time, and no inoperative vehicles will be parked on any property for a period exceeding 45 days.
- (g) No P.A. systems will be operated for either voice or music at a sound level that is disturbing to other property owners.
- (h) No business of any kind shall be conducted on any lot, except in connection with development and sale of said lots.
- (i) Mail, trash, and milk delivery containers shall be subject to approval by Leonard Smith Dolmage, Developer, to assure proper appearance and harmony with other such receptacles.
- (j) No signs of any kind shall be displayed on any lot without the written permission from Leonard Smith Dolmage, Developer.
- (k) No well will be permitted on any lot or lots.

8. A perpetual easement is reserved over the lot areas as indicated on the plat for utility installation and maintenance, and also for public access and utility maintenance with respect to all lots. Drainage courses as indicated on the plat shall not be filled, or obstructed in any manner to divert or change the flow of surface waters. In addition to the easement reserved herein, a service easement over all of the real estate is reserved for drainage purposes, for maintenance of all of the various drainage course referred to herein.

9. No improvement shall be made within the 50-foot building setback as indicated on the plat, and in addition, no improvement of any kind shall front with a setback further than 60 feet on each numbered lot.

10. Titleholders are required to provide approved and adequate sewage facilities on each lot when a residence is constructed. These facilities will not be shared with adjacent property owners and will be **maintained an approved distance from public water supply facilities**. No sewage lines or laterals will be run into any creeks or ravines.

11. The numbered lots shall be serviced by a central water system provided by a utility company with the owners of the numbered lots being required to attach on and use such water facilities. A hook-up charge will be made by the appropriate authority and a periodic charge, either monthly or quarterly, will be made for the water used. In consideration of construction of and operation by the utility company, the owner of each numbered lot hereby grants to the utility company an exclusive 50 year franchise to serve water to the numbered lots in the plat and would abide by their tariffs filed with the Iowa Commerce Commission. Further that owner will be required to make application to the utility company for use of system and agree to abide by rules of utility company as filed with the Iowa Commerce Commission.

12. Owners shall be responsible for any costs in connection with the electrical or telephone services on their lot, if either or both services are brought through underground service to such lots.

13. Should a swimming pool be constructed it will be completely encircled with a 60" fence with a locked gate.

14. Owners of the various lots are encouraged to camouflage any liquid fuel tanks "propane, etc." with bushes, decorative fences or some other acceptable method so as far as possible to hide such tanks, etc., from the view of adjacent property owners.

15. Recreational vehicles and boats must be parked behind the back line of the residence preferably in an enclosure to obstruct the direct view from the street and adjacent properties.

16. If any titleholder, or his heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1990, it shall be lawful for any other person or persons owning any of the lots in said development or subdivision 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 doing so or to recover damages or other dues for such violations.

17. The restrictions contained herein shall not pertain to outlots, said outlots to be available for utility services including any structures necessary in connection therewith, nor shall the building setback lines in the plat restrict any such construction or use.

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

The above and foregoing restrictive covenants and restrictions are for the mutual benefit of all persons who shall acquire any of the lots in Dolmage Estates Plat No.2, an Official Plat, and are imposed by Leonard Smith Dolmage, Developer, and his wife, Lorena Dolmage.

By Leonard Smith Dolmage
Leonard Smith Dolmage, Developer

Lorena Dolmage
Lorena Dolmage, Wife of Leonard
Smith Dolmage

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 28th day of November, 1978, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Leonard Smith Dolmage and Lorena Dolmage, husband and wife, to me personally known and who being by me duly sworn acknowledged that they executed the within and foregoing instrument as their voluntary act and deed.



Gary Gately
Notary Public in and for the State of Iowa

Contd.