



Doc ID: 005283280004 Type: GEN  
 Recorded: 10/26/2005 at 01:35:53 PM  
 Fee Amt: \$22.00 Page 1 of 4  
 Dubuque County Iowa  
 Kathy Flynn Thurlow Recorder

File **2005-00017561**

Prepared By: Jennifer A. Clemens-Conlon - #000013606, 2080 Southpark Court, Dubuque, IA 52003  
 (563) 582-2926

Return To: Callahan Construction 7629 Commerce Pk Dubuque, Iowa 52002

**RESTRICTIVE COVENANTS**

The undersigned, being the owners of the following described real property:

Lots 1 thru 13, inclusive; and Lots 36 thru 45, inclusive, of River Bend  
 Subdivision;

hereby make the following declarations as to limitations, restrictions and uses to Lots 1 thru 13, inclusive; and Lots 36 thru 45, inclusive, of River Bend Subdivision, Dubuque County, Iowa, hereby specifying that said declarations shall constitute covenants to run with all said lots, as provided by law, and shall be binding upon the heirs, successors and assigns of all parties and all persons claiming under them and for the benefit and limitation upon all future owners of said property.

1. All lots shall be utilized solely and strictly for single family residential purposes.
2. Any buildings erected on any residential building lot shall conform to all the property set back requirements within the City of Cascade's zoning ordinances.
3. All construction within the subdivision shall be of new materials. All dwellings shall present their most attractive fronts to the street in the subdivision upon which the lot abuts.
4. No structure shall be erected or permitted on any lot zoned for single family use other than a single family dwelling, not to exceed two stories in height (excluding basement and attic) and any garage for not more than three motor vehicles. The developer reserves the right to use any lot for an office and may change location of said office from time to time. No storage shed or any other non-attached accessory building shall be allowed.

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 52002

5. No single family dwelling shall be erected unless its cost, under present cost standards, totals the sum of \$100,000.00 or more, exclusive of the cost of the lot.
6. No single family dwelling shall be erected or permitted having a ground floor square foot area, exclusive of open porches or garages, of less than 1,200 square feet.
7. No trailer, trailer house, foundation, basement, garage, shack, or other non-dwelling type building shall be used as a residence, temporarily or permanently.
8. No mobile home shall be moved onto a lot or constructed on the lot.
9. No noxious or offensive activity shall be carried on in any house, building, or on any lot, nor shall anything be done therein or thereon which may be or become a nuisance to the neighbors or neighborhood.
10. No automobile, bus, truck, machinery, trailer, boat, recreation vehicle, or any other similar vehicle may be stored on any part of the lot, except within a garage. Parking shall be restricted to one side of the street only. All applicable laws regarding the parking and storage of machinery and vehicles on public streets shall be obeyed.
11. No junk or materials of any nature shall be stored or kept on any part of a lot, except that building materials may be stored or kept for the purpose of immediate incorporation into a structure on the said real estate.
12. No building shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the location of the structure have been approved by Callahan Construction Inc., as to quality of workmanship and materials, harmony or external design with existing structures, and as to location with respect to topography and finish grade level. No fence or wall shall be erected or placed on any lot unless approved by Callahan Construction, Inc. The decision of fencing is within the sole and absolute discretion of Callahan Construction, Inc. All fences, if approved, must be in the back yard and comply with city, state and all other regulations of applicable governing bodies.
13. No lot may be subdivided without written consent of Callahan Construction, Inc. Adjoining lots may be combined for the purposes of the construction of a dwelling house, but in no event shall more than one dwelling house be permitted on any lot unless approved by Callahan Construction, Inc.
14. Once excavation has commenced on a lot for the purpose of building on a lot, the house or building on said lot shall be fully completed within one year of that time. Sodding, seeding and final landscaping must be completed no later than one year from the commencement of the excavation on the lot. In any event, soil erosion shall be kept to a minimum and within the limits as provided by law.

15. No trash or garbage shall be kept on any lot, except in adequate sanitary containers, and all lots shall be kept free of weeds and debris. No materials are to be buried on any portion of the lot or lots within subdivision.
16. No animals of any kind, including but not limited to livestock, chicken or fowl, shall be raised, bred, housed, quartered, or kept on any lot, except that dogs and cats and other ordinary household pets may be kept and housed, provided that they are not kept, bred, housed or maintained for any commercial purpose. No outside kennels will be permitted, except if attached to the rear of the house and no larger than 144 square feet.
17. Only one family shall occupy any house.
18. A perpetual public utility easement is reserved over each lot for the installation, repair and maintenance of all utilities, including electricity, telephone and cable TV, all shown on the plat of the above described lots in River Bend Subdivision. All said utilities shall be placed underground.
19. Sidewalks will be constructed on both sides of all streets of River Bend Subdivision after completion of dwelling unit. Sidewalks must be constructed to the City of Cascade standards, state standards and all other regulations of applicable governing bodies, and paid for by lot owner.
20. These covenants and restrictions shall run with the land and shall be binding on all parties hereto, their heirs, successors and assigns, and on persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, at which time the covenants and restrictions may be extended by filing a verified claim pursuant to the Iowa Code.
21. In case the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions herein, it shall be lawful for any other person or persons owning any lot in said subdivision, or any other interested party or parties, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, to either prevent him or them from so doing, or recover damages for such violation, or both.
22. The invalidation of any one of these covenants or restrictions, or any part thereof, by judgment or court order shall in no way affect any of the other provisions, and the same shall remain in full force and effect.
23. All earth excavated in construction of a dwelling and not used on the premises of the lot shall be removed to such a place or places as designated by Callahan Construction, Inc. at the lot owner's cost.
24. No signs, billboards, or advertising devices, except those used in the sale of said property, shall be placed on any lot or building of said subdivision.

- 25. All driveways leading from any street in the subdivision shall be of hard surface construction.
- 26. Firewood shall be stored within the residence. If stored outside, it shall be stacked and racked immediately adjacent to the rear of residence in an orderly fashion. If the wood is purchased by the truckload, it must be cut and stacked within one month.

IN WITNESS WHEREOF, the foregoing instrument has been executed this 26 day of Oct, 2005.

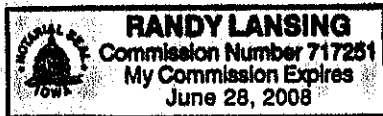
CALLAHAN CONSTRUCTION, INC.

By: [Signature]  
Joel M. Callahan, President

By: [Signature]  
Joel M. Callahan, Secretary

STATE OF IOWA            )  
                                  )  
DUBUQUE COUNTY        )        ss.

On this 26<sup>th</sup> day of October, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Joel M. Callahan, to me personally known, who being by me duly sworn, did say that he is the President and Secretary of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Joel M. Callahan as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



[Signature]  
Notary Public in and for said State