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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By and Return To: Jennifer A. Clemens-Conlon - #AT0001534,
2080 Southpark Court, Dubuque, IA 52003 (563) 582-2926

DECLARATORY STATEMENT IMPOSING RESTRICTIVE COVENANTS

The undersigned, K & K Building & Supply, Inc., the fee owner of the following described real estate, to wit:

Lots 3, 10, 11, 12, 13, 14, 16, 17, 18, 19, 21, 22, 23, 25, 33, 34, 42 and 43 of Westridge Estates 9th Addition, City of Dyersville, Delaware County, Iowa, per Plat recorded in Book 2013, Page 2395

hereby makes the following declarations as to limitations, restrictions and uses to which the above lots may be put. Such declaration shall constitute covenants to run with all of said lots as provided by law and shall be binding on all parties and all persons claiming under them and for the benefit of and limitation upon all future owners of said lots.

1. Water Mitigation. All water mitigation shall be dispersed evenly onto the lot of the dwelling only. Downspouts must be tiled, with an adequate outlet, no closer than ten (10) feet to property lines or to city approved curb outlets. All properties must have sufficient grade to allow water to escape to the front and rear property lines and not to adjacent properties. Final grade and water mitigation must be changed (at the expense of the Owner(s)) if the developer or its successors or assigns considers it to be inadequate.

2. Deeds. Each Owner and purchaser under an installment sale contract accepts such conveyance subject to restrictions, covenants, obligations, and liabilities hereby created, reserved or declared, all as though same were recited at length in such deed or installment sale contract.

3. Amendments. The covenants, agreements, conditions, reservations and restrictions created and established herein for the benefit of each lot may be waived, abandoned and terminated, modified, altered and amended as to all the properties or any portion thereof with the written consent of the owners of 100% of the lots or with only the written consent of K & K Building & Supply, Inc.

4. Severability. Invalidation of any portion of the covenants by judgment or court order shall in no way affect other covenants running with the land, but the remaining covenants shall remain in full force and effect.

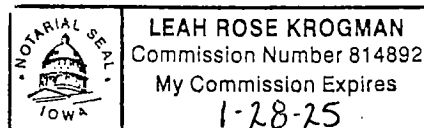
5. Enforceability. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until August 1, 2042

K & K Building & Supply, Inc.

By: Jeanine Koch Revocable Trust Dated
December 28, 2013, President

Jeanine Koch
By Jeanine Koch, Trustee

STATE OF IOWA)
) ss:
Dubuque COUNTY)



This document was acknowledged before me on this 12th day of September, 2022
by Jeanine Koch, Trustee of the Jeanine Koch Revocable Trust Dated December 28, 2013,
President of K & K Building & Supply, Inc.

Leah Krogman
Notary Public in and for said state

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