



Book 2024 Page 2080

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

**TRI-ATTACHED DWELLING
COVENANTS AND EASEMENTS DECLARATION**

Recorder's Cover Sheet

Preparer Information:

K&L Properties of Iowa, LLC

Return Document To:

*K&L Properties of Iowa, LLC 2721 Stewart Ave, Winthrop, Iowa 50682

Grantor:

K&L Properties of Iowa, LLC

Grantees:

The Public

Legal Description:

See Page 2

TRI-ATTACHED DWELLING

COVENANTS AND EASEMENTS DECLARATION

This Declaration, dated this 8th day of June, 2024, is submitted by K&L Properties of Iowa, LLC. (hereinafter "K&L")

WITNESSETH:

WHEREAS, K&L is the titleholder of the following described parcel of real estate situated in Delaware County, Iowa, to-wit:

Lot 2, A subdivision of out lot 9 except North 1 Rod, and 4th street adjacent to out lot 9 except North 1 Rod Sec. 17, T 88N, R4W of the fifth P.M., City of Delhi, Delaware County, Iowa.

WHEREAS, a triplex-type, 3-family structure is located on Lot 2 filed in book 2021 page 1889.

WHEREAS, K&L desires to convert the structure into three separate tri-attached dwellings sharing a common dividing wall. All located in Lot 2.

DECLARATION

NOW THEREFORE, K&L does hereby convert the tri-plex, three-family structure located on Lot 2 into tri-attached dwellings, and further does hereby declare as follows:

I. PARTY WALLS

The division of the real estate into 3 parcels as described herein has been made in a manner such that single, attached dwelling is located on the parcel with a common wall dividing the dwellings. The common wall is declared to be a party wall as to the owners of the respective contiguous parcels on which the wall is located and each of said owners shall have an undivided share of the easement as to that part of the footing and common wall standing on the parcel of the other for lateral support and the location of beams and flues, and water, sewer and any other utility pipes or conduits, and any other elements common to the entire structure as are now, or will be located within said party wall.

In the event said party wall is damaged or destroyed for any reason whatsoever, or the necessity arises for the repair or replacement of the said party wall or any of the pipes, conduits or other elements therein enclosed which service each of the contiguous dwellings, then said party wall or any such pipes, conduits or other

elements therein shall be repaired or replaced at the joint and equal expense of the owners. If, however any such damage or destruction is attributable solely to the intentional acts or negligence of others for or on behalf of that party, then that owner shall be entirely responsible for the repairs, replacement, or costs resulting from any such intentional acts or negligence.

Neither of said 3 owners shall alter or change the party wall, interior decorations or appliances excepted, or any of the wires, pipes, conduits, or other elements located therein without the express permission of the other owner.

II. ROOFS, GUTTERS, DOWN SPOUTS AND ENCROACHMENTS

With respect to each attached dwelling unit, the owner of the parcel upon which that unit is erected shall bear the expense of any repairs or replacement of the roof covering for his or her unit.

With respect to each unit, the owner of the parcel upon which said unit is erected is granted an easement for the gutters and down spouts attached to the unit of the other adjacent owner for the purpose of collecting and discharging the water accumulating in the gutters attached to the unit. Each owner shall keep the gutter and down spouts attached to his or her unit in a clean and good state of repair.

If any existing portion of the dwelling unit or driveway encroaches upon an adjoining lot, or if any such encroachment shall hereinafter arise because of scaling or shifting of the building or other unintentional cause, there shall be deemed to be an easement in favor of the owner of the encroaching unit to the extent of such encroachment so long as the same shall exist.

An easement on the south side of the 3 lots provides access to the property owner of the timber to the west. All 3 lots share blacktop drive access, splitting costs equally between the lots, with each lot splitting equally between the dwellings on that lot.

III. UTILITY AND COMMUNICATIONS FACILITIES

The owner of each dwelling unit is hereby granted an easement for the repair and replacement of water, gas, sewer, electricity and communication facilities and services. Any such easement shall run along, and shall extend for five feet beyond either side of any such facilities and services.

The expense of repairs or replacement of the water, gas, sewer, electric and communication lines or facilities shall be borne equally by the owners of the unit(s) serviced by said lines or facilities.

IV. REPAIRS AND MAINTENANCE

The owner of each parcel shall make all necessary repairs and replacements to the building and improvements thereon at his or her own expense except as otherwise provided herein.

The exterior components of any unit shall be repaired and replaced with components similar to pre-existing components and of the same design and color, and the owner of any unit may paint the exterior of such unit with paint of pre-existing color or colors, but such owner may not, either in the course of ordinary maintenance, repairs, or remodeling and replacement, or in restoration after damage or destruction, use different siding, roofing, or other components of a different color scheme, unless the owners of the adjoining unit gives prior written consent to do so. Any proposed siding, roofing material, color scheme or other changes shall be in harmony with the design of the adjoining unit.

The owner of each parcel is granted access easement for exterior repair purposes extending 10 feet beyond his or her unit.

V. MECHANIC'S LIENS

The owner of each parcel subject to this instrument shall indemnify and hold harmless the owner of the adjoining parcel for any mechanic's liens arising from work performed or materials supplied for or on behalf of that owner.

VI. INSURANCE

Each parcel owner shall furnish proof of hazard insurance to the other parcel owners. Said insurance shall protect against loss from liabilities to third parties and from general casualty in the amount of 100% replacement value. Proceeds of insurance obtained because of fire or casualty loss shall be used to re-construct the dwelling or repair the damage for which the insurance proceeds were paid.

VII. ARBITRATION

In the event of any dispute between the owners concerning a party wall or concerning any of the provisions contained in this instrument, each party shall choose one arbitrator, and such arbitrators shall choose a third arbitrator, and the decision of a majority of all of said arbitrators shall be final and conclusive as to the question or dispute involved, and shall be bonding on all parties. If either party shall refuse or fail to promptly appoint an arbitrator within ten days following written request to do so from the other party, such arbitrator may be appointed by any District Court Judge of the Iowa District Court for Delaware County, Iowa.

Arbitration shall be in accordance with the rules of the American Arbitration Association, and the costs thereof shall be shared equally between parties.

The owner of each parcel subject to this instrument shall have the right to enforce this agreement or any portion thereof or in equity, subject to the provisions for arbitration set forth herein.

VIII. GENERAL


All easements and other provisions created by this instrument shall be perpetual, shall run with the land, and shall be binding on all successors in interest to the real estate subject hereto. The City of Delhi, Iowa, shall be deemed a party benefitted by all easements and covenants created by this instrument. The tri-attached dwelling units subject to this agreement shall be restricted to residential uses only, and each and every party accepting a deed or other instrument of conveyance to any parcel subject to this instrument from the undersigned owner, or its heirs, devisees, successors, or assigns shall be bound by all the terms and conditions of this instrument.

No parking of seldom used vehicles outside of dwellings and garages unless agreed upon by all owners and with written consent signed by all owners. This includes, but not limited to cars, trucks, motorcycles, boats, RV's, etc.


Each unit owner is responsible for only their respective condo footprint exterior upkeep including, mowing, weed control, snow removal and all other needed maintenance. Unit owners of course can work together to hire independent contractor(s) to handle aforementioned tasks.

IN WITNESS WHEREOF, the undersigned has executed this instrument of the 8th day of June, 2024.

K&L Properties of Iowa, LLC



By: Ken Kehrli



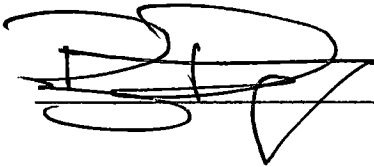
By: Brice Lubben

STATE OF IOWA)

) ss.

COUNT OF DELAWARE)

This instrument was acknowledged before me on this 8th day of June, 2024, by Ken Kehrli & Brice Lubben, members of K&L Properties of Iowa, LLC.



Notary Public in and for the State of Iowa.



4th STREET
 PLAT - BOOK 2021, PAGE 1889
 DEED - BOOK 2022, PAGE 510

OUT LOT 9 EX. NORTH 1 ROD
 PLAT - BOOK 2021, PAGE 1889
 DEED - BOOK 2021, PAGE 3019

LOT 1
 0.87 ACRES

COMMON
 AREA

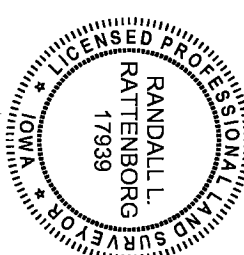
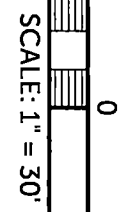
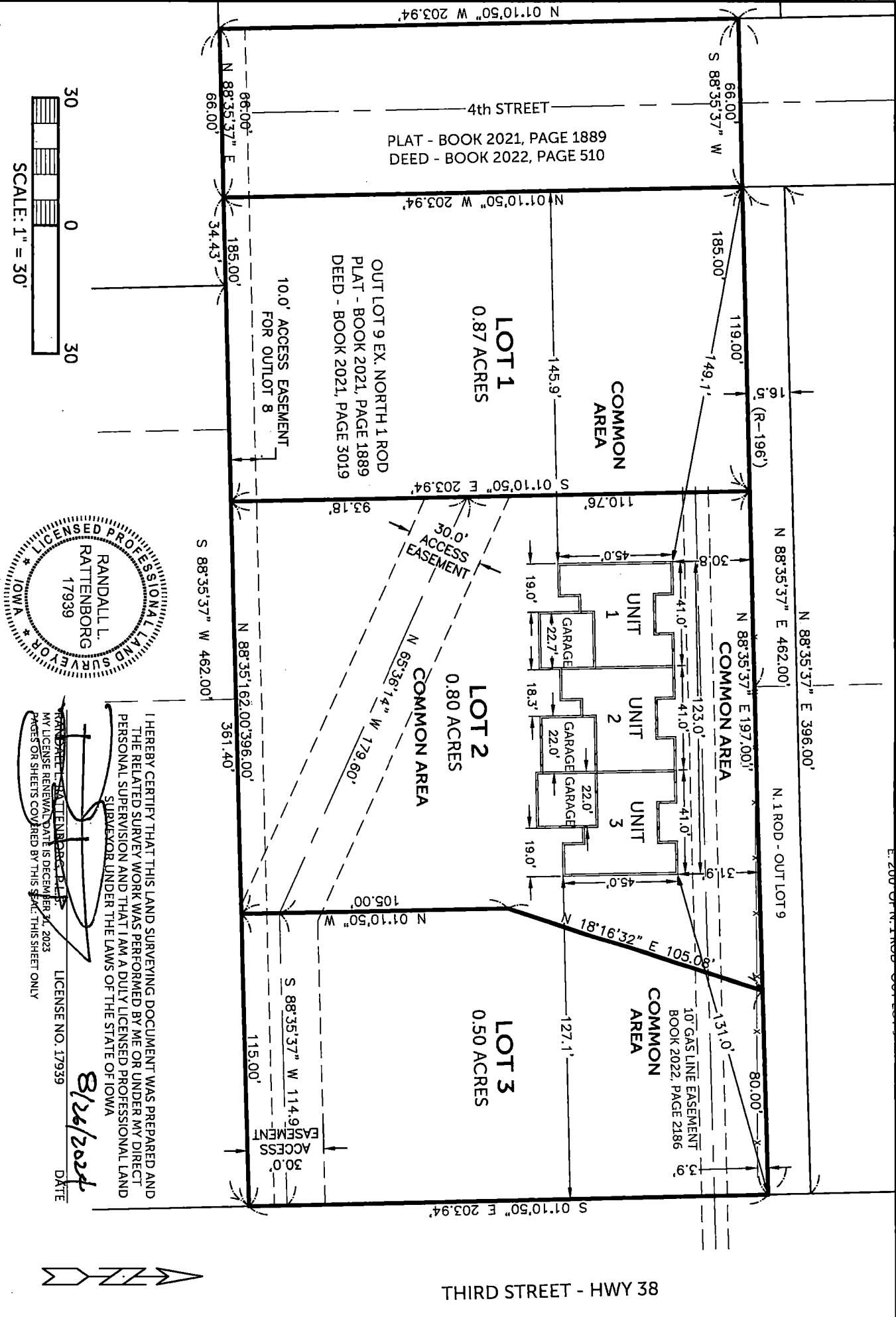
LOT 2
 0.80 ACRES

COMMON
 AREA

LOT 3
 0.50 ACRES

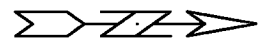
COMMON
 AREA

10' GAS LINE EASEMENT
 BOOK 2022, PAGE 2186



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA

[Signature]
 RANDALL L. RATTENBORG, D.L.S.
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
 PAGES OR SHEETS COVERED BY THIS SCALE THIS SHEET ONLY
 LICENSE NO. 17939
 DATE 8/26/2024



BURRINGTON GROUP, INC.
 Civil Engineering | Land Surveying
 105 W. Main Street Manchester, Iowa 52057

Phone 563-927-2434

burringtongroup.com

EXHIBIT A

THIRD STREET - HWY 38

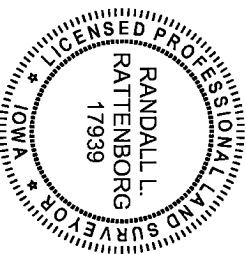
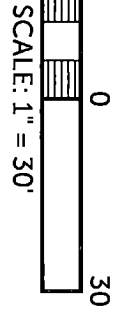
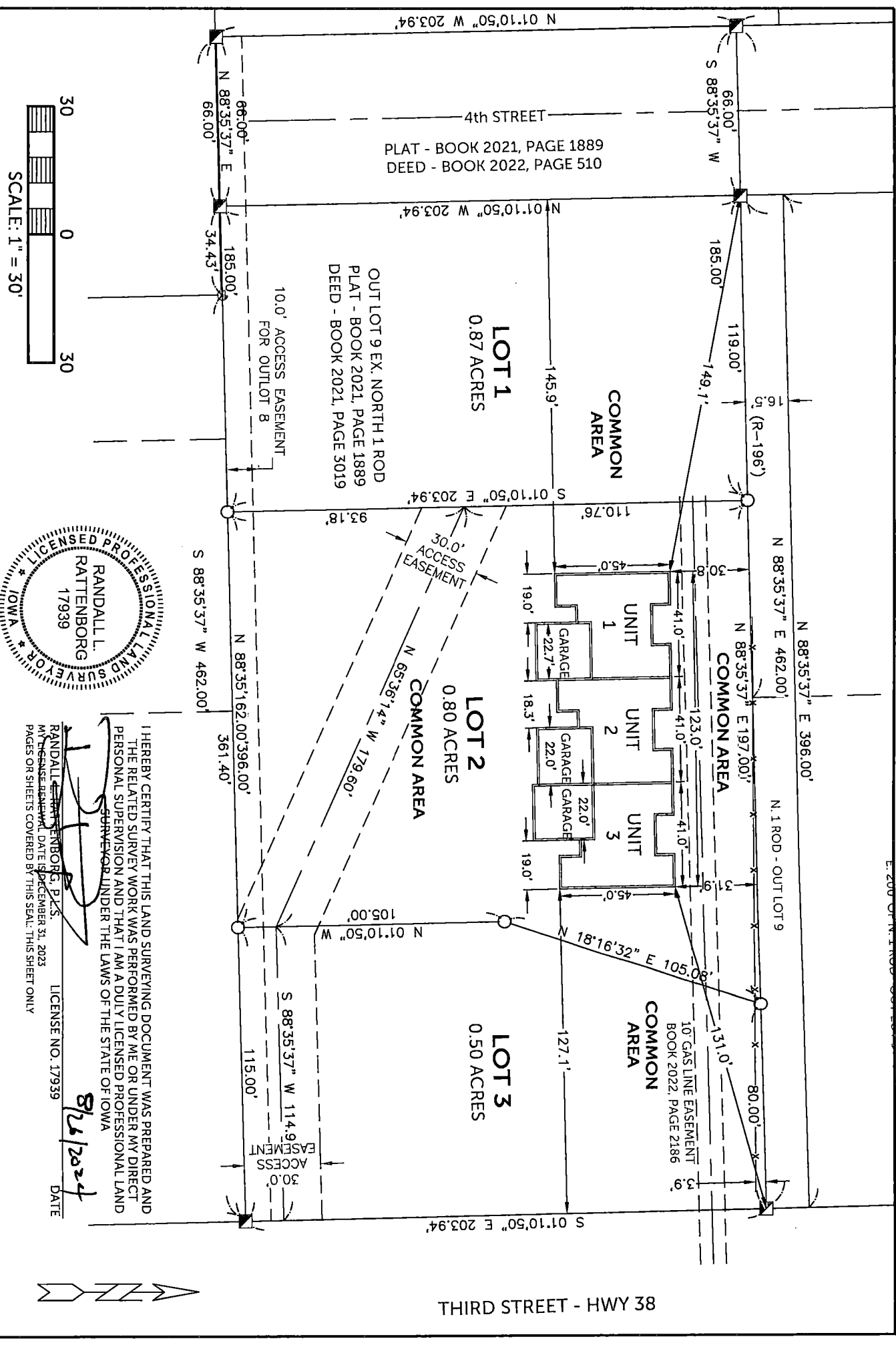


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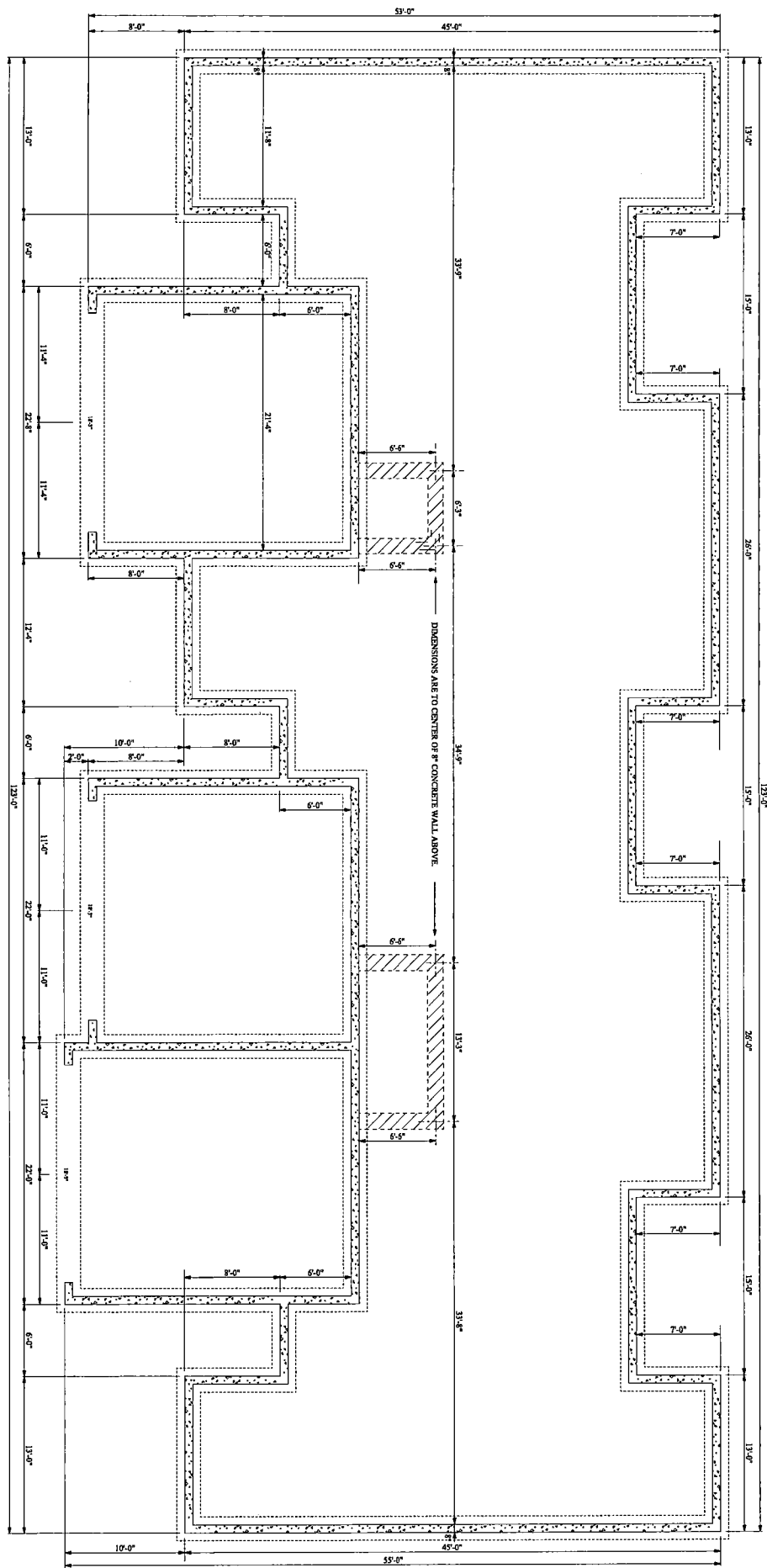


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R. Rattenborg
 RANDALL L. RATTENBORG, P.L.S.
 LICENSE NO. 17939
 EXPIRES DECEMBER 31, 2023
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8/25/2024
 DATE

THIRD STREET - HWY 38

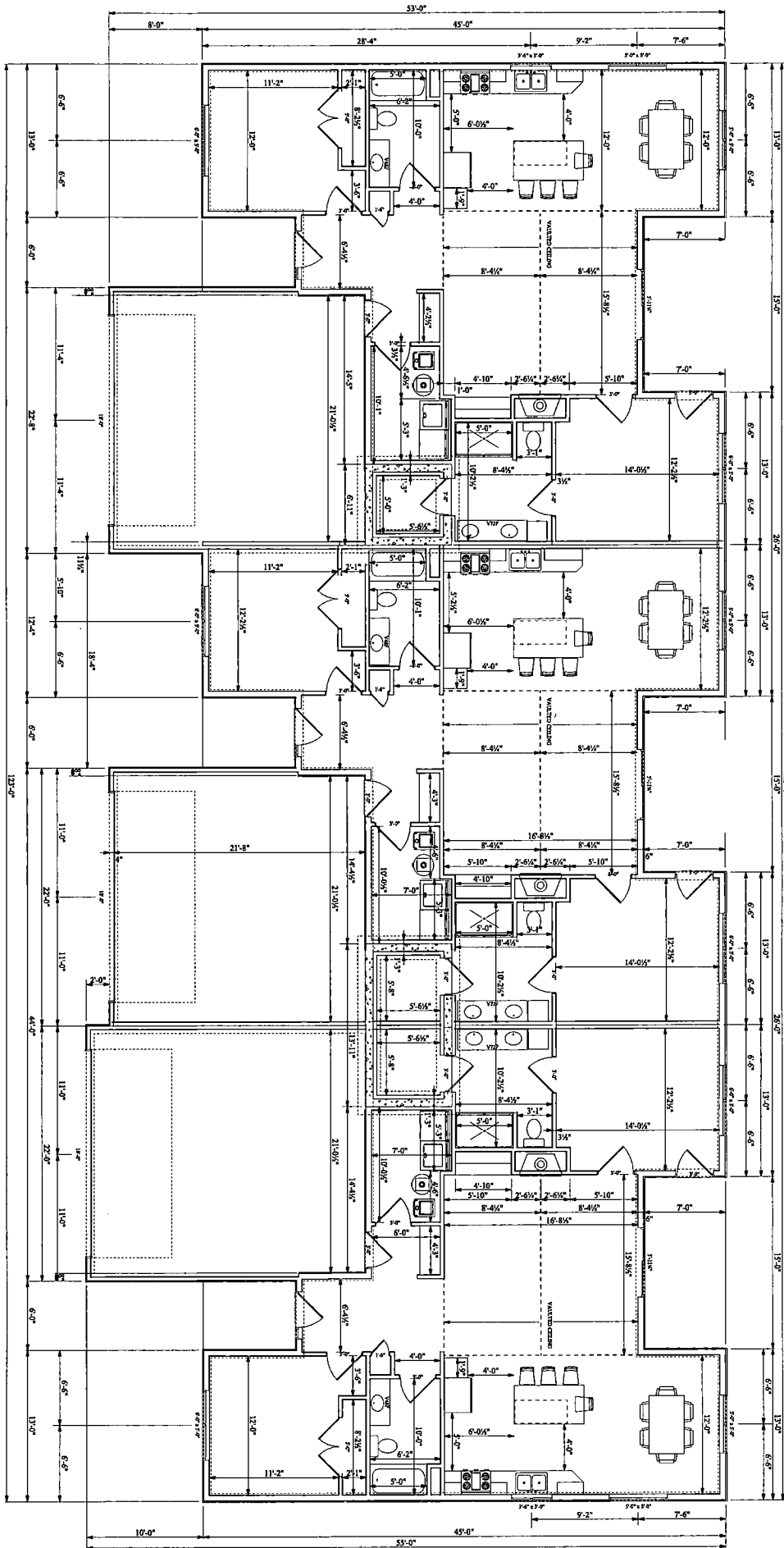


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LUBBEN DUPLEX

1384.8 sq. ft.

DELHI LUMBER
 330 Franklin St.
 Delhi, LA. 52223
 PH: (563) 923-2404
 FAX: (563) 923-9444

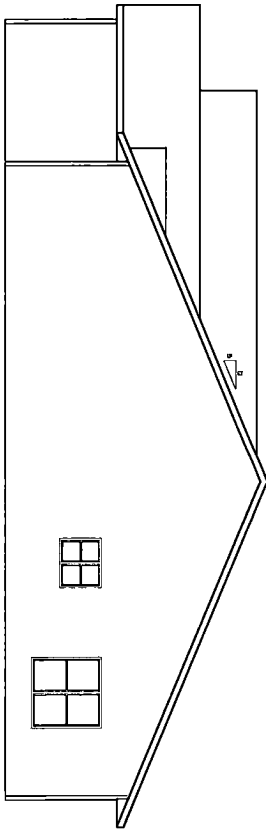
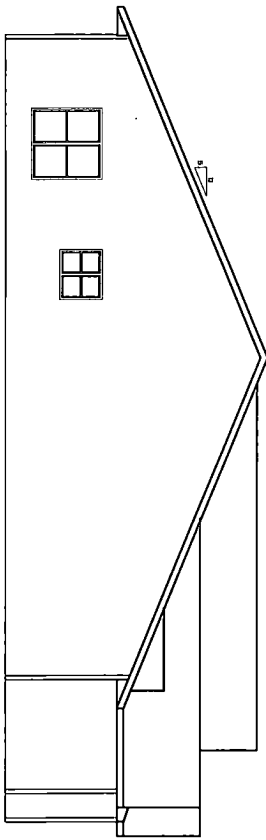
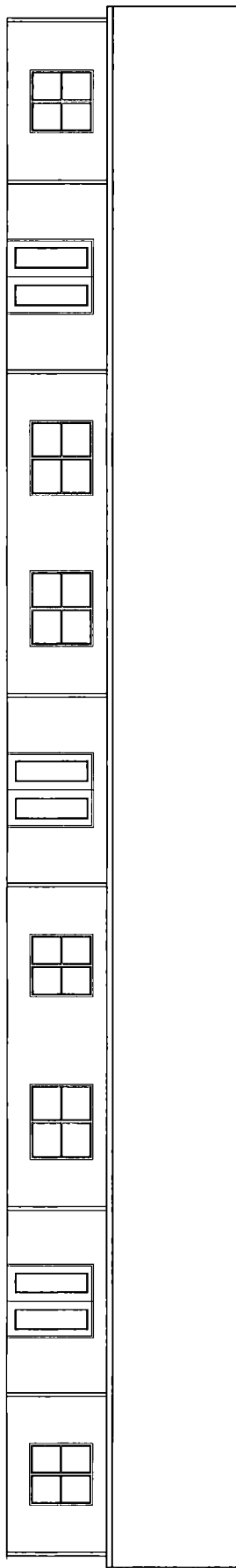


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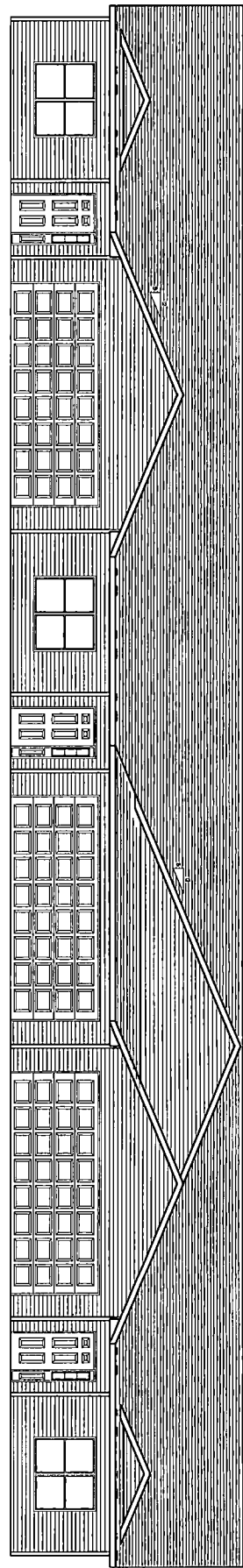
LUBBEN DUPLEX

1386.1 sq. ft.

DELHI LUMBER
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12" TRUSS HEELS



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