

03-09642

INST. NO.
STORY COUNTY, IOWA
FILED FOR RECORD

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SUSAN L. VANDE KAMP, Recorder *sm*
REC. FEE \$26.00 AUD. FEE \$

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RETURN TO: (em)

Instrument Prepared By: Deborah S. Krauth, 1416 Buckeye, Ste. 200, Ames, Iowa 50010; 515-232-3921

**RESTRICTIVE COVENANTS
FOR JACOBSON PARK SUBDIVISION
FIFTH ADDITION**

WHEREAS, the undersigned are the owners of the Lots contained in the Jacobson Park Subdivision Fifth Addition to the City of Story City, Iowa; and

WHEREAS, for their own protection and for the benefit of subsequent owners of the Lots within said subdivision, the said owners desire to restrict the use thereof in certain particulars;

WHEREAS, any reference hereinafter made to "Lot" or "Lots" refer only to Lots 1 through 9 and shall not include outlots;

NOW THEREFORE, the parties hereto and in consideration of the covenants and agreements of each other, by these presents, covenant, bargain, and agree among themselves, and for their successors and assigns as follows:

1. **RESIDENTIAL USE.** Each Lot within the subdivision is hereby restricted to residential use and uses related to the convenience and enjoyment of such residential use. No more than three unrelated persons shall occupy, use, purchase, own, rent, or live in any of the homes.

2. **SPECIFIC LOT REQUIREMENTS.** All residences constructed or to be permitted to remain on Lots 1 through 9 shall meet the following requirements:

- a. All homes shall have 2 or more car garages attached.
- b. One-story residences constructed or split entry residences shall have a ground floor finished area of not less than 1000 square feet.
- c. One and one-half story residences or split-level residences shall have a ground floor finished area of not less than 900 square feet and a total finished area on the ground floor and the second floor of not less than 1300 square feet.

- d. Two-story residences shall have a ground floor finished area of not less than 700 square feet and a total finished area on the ground floor and the second floor of not less than 1400 square feet.
- e. The computation of the floor area shall not include porches, breezeways, or garages.

3. **SINGLE FAMILY HOMES.** None of the Lots shall be subdivided for the purpose of construction of more than one residence on each Lot; however, parts of Lots may be conveyed to adjoining Lot owners for any other purpose. All Lots shall be for single family homes.

4. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any portion of any Lot at any time as a residence, either temporary or permanent.

5. **TRADE RESTRICTIONS.** No obnoxious or offensive trade shall be carried on upon any Lot, nor shall anything be done thereon which may become a nuisance to the neighborhood.

6. **BUILDING PLANS APPROVED.** No building, fence, wall, nor other structure shall be commenced, erected, or maintained upon any Lot nor shall any exterior addition to or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, material and location of the same have been submitted to and approved in writing by Dayton Park, L.L.C., hereinafter referred to as "Developers" or by an Architectural Committee composed of two or more representatives appointed by the Developers. The primary guidelines for approval are that the plans and specification reflect harmony of external design and location in relation to surrounding structures and topography. In the event the Developers, or their designated committee, fail to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this restriction will be deemed to have been fully met. When dwellings have been constructed on all Lots within Jacobson Park Subdivision Fifth Addition, the requirements imposed by this Paragraph shall terminate.

7. **MISCELLANEOUS RESTRICTIONS.** The following restrictions shall also constitute covenants:

- a. All rubbish, trash or garbage shall be regularly removed from each Lot, and shall not be allowed to accumulate thereon. No trash burning shall be permitted on any Lot.
- b. Gardening shall be done in individual backyards only.
- c. There shall be no mobile homes placed nor erected on any Lot.

- d. Any dog run, trash receptacle, tool shed, or other outside structure of like nature shall be properly screened by shrubbery or by a decorated fence, or both.
- e. Television or radio antennas of less than ten feet are permitted on dwellings or garages. Satellite dishes, if less than 30 inches in diameter, are permitted in rear yards. No obnoxious nor offensive activities nor odors shall be permitted on or to escape from any Lot, nor shall anything be done on any Lot which is or may become an annoyance or nuisance, either temporarily or permanently.
- f. No animals, livestock, nor poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other common household pets may be kept so long as they are not kept, bred, or maintained for commercial purposes. Dogs must be tied or fenced or kept in a dog run. In no event shall such animals be kept on any Lot if they unreasonably disturb the owners or residents of any other Lot.
- g. The City of Story City requires the construction of public sidewalk and the sidewalks shall be constructed within one year after the sale of any Lot or at the time of the occupancy of any dwelling on a Lot, whichever first occurs.
- h. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot or driveway in the said subdivision.
- i. Recreational vehicles, travel trailers, motor homes, fold-down campers or such other type of recreational vehicle shall not be allowed on any Lots for more than 48 hours.
- j. All building structures or improvements of any kind must be completed within twelve months of the commencement date of the construction.
- k. Following construction of the residential dwelling on any Lot, the front yard and side yard shall be sodded. When practical, fifteen feet of the rear yard, measured from the rear of the dwelling structure, shall also be sodded. The remainder of the Lot shall be seeded or sodded. In addition to the sodding and seeding, the owner of the Lot shall expend the sum of \$500.00 for additional landscaping. If there are no trees on the Lot, the additional landscaping shall include at least two 1-1/2 inch caliper trees.

10. **DURATION.** All of these restrictions shall be deemed to be covenants running with the land and shall endure and be binding upon the parties hereto, their successors and assigns for a period of 21 years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law.

11. **VIOLATIONS.** In case of violation of any of the covenants, any person then owning a Lot in said subdivision, or the City of Story City, Iowa, is specifically authorized to resort to an action of law or equity for relief, either by injunction or in damages, against the person so violating said covenants.

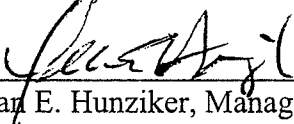
12. **INVALIDATION.** The invalidation of any of these covenants by judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

13. **AMENDMENTS.** This instrument may be amended by a written instrument eligible for recording and executed by at least the owners of seventy-five percent (75%) of the Lots within the subdivision. Any amendment to this instrument must be filed for record in the office of the Recorder of Story County, Iowa. For the purposes of this paragraph, each Lot shall be considered as having one "Lot owner" even though title may be held in more than one name. Each "Lot owner" shall be entitled to one vote for each Lot owned.

14. **RENEWAL.** The provisions of this instrument and any amendments thereto may be extended for an additional period beyond the initial twenty-one (21) year period by the owners of seventy-five percent (75%) of the Lots within the subdivision filing a verified claim in the office of the Recorder of Story county, Iowa, within the initial twenty-one (21) year period. For the purposes of this paragraph, each Lot shall be considered as having one "Lot owner" all as provided in the preceding numbered paragraph.

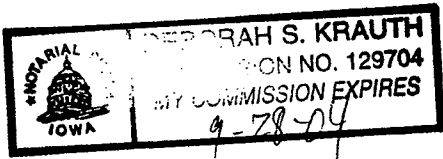
Dated at Ames, Iowa, this 14 day of May, 2003.

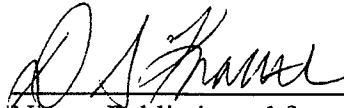
DAYTON PARK, L.L.C.

By: 
Dean E. Hunziker, Manager

STATE OF IOWA, STORY COUNTY, ss:

On this 14 day of May, 2003, before me, a Notary Public in and for the State of Iowa, personally appeared Dean E. Hunziker, to me personally known, who being by me duly sworn did say that he is the Manager of Dayton Park, L.L.C., an Iowa Limited Liability Company, and that said instrument was signed on behalf of the said Limited Liability Company by authority of its managers, and that the said Dean E. Hunziker acknowledged the execution of said instrument to be the voluntary act and deed of Dayton Park, L.L.C., by its voluntarily executed.





Notary Public in and for said State