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 Susan L. Vande Kamp, County Recorder

INSTRUMENT PREPARED BY:	Brian D. Torresi, 1416 Buckeye Ave., Ste. 200, Ames, IA 50010 (Tel: 956-3900)
RETURN TO:	Brian D. Torresi, 1416 Buckeye Ave., Ste. 200, Ames, IA 50010

**RESTRICTIVE COVENANTS FOR
 JACOBSON PARK SUBDIVISION EIGHTH ADDITION,
 STORY CITY, STORY COUNTY, IOWA**

WHEREAS, the undersigned are the owners of the lots ("Lot" or the "Lots") contained in Jacobson Park Subdivision Eighth Addition, Story City, Story County, Iowa (the "Subdivision"); and

WHEREAS, any reference to a Lot or Lots shall refer only to Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) and shall not include any outlots; and

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

NOW, THEREFORE, the parties hereto, in consideration of the covenants and agreements contained herein, by these presents, covenant, bargain and agree for themselves 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 (3) 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 upon all Lots shall meet the following requirements:

- a. All homes shall have a two-car attached garage at a minimum.
- b. One-story residences or split entry residences shall have a ground floor finished area of not less than one thousand (1,000) square feet.
- c. One and one-half story residences or split-level residences shall have a ground floor finished area of not less than nine hundred (900) square feet

and a total finished area of not less than one thousand three hundred (1,300) square feet.

- d. Two-story residences shall have a ground floor finished area of not less than seven hundred (700) square feet and a total combined finished area on the ground floor and the second floor of not less than one thousand four hundred (1,400) 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 (1) 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. ("Developers") or by an Architectural Committee composed of two (2) 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 approval will be deemed to have been granted. When dwellings have been constructed on all Lots within the Subdivision, the requirements imposed by this Paragraph 6 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. No pre-erected dwelling shall be moved to any Lot.

- c. Gardening shall be done in individual backyards only.
- d. There shall be no mobile homes placed or erected on any Lot.
- e. 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.
- f. Television or radio antennas of less than ten feet are permitted on dwellings or garages. Satellite dishes, if less than thirty (30) inches in diameter, are permitted in rear yards. No noxious nor offensive activities or odors shall be permitted on or 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.
- g. 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, 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.
- h. The City of Story City requires the construction of public sidewalk within one (1) year after the sale of any Lot or at the time of the occupancy of any dwelling on a Lot, whichever first occurs. The Lot owner shall comply with this requirement.
- i. No automotive repair or rebuilding or any other form of automotive work, whether for hire or otherwise, shall occur on any Lot or driveway in Subdivision.
- j. 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 forty-eight (48) consecutive hours.
- k. All building structures or improvements of any kind must be completed within twelve (12) months of the commencement date of the construction and construction must begin within twelve (12) months of the date on the deed from the Developers. All excess dirt from the excavation shall be hauled from the Lot or used as a part of the final landscape plan. Any excess dirt, concrete or other debris may not be placed on other land within the Subdivision. **IF CONSTRUCTION HAS NOT BEGUN ON A LOT WITHIN TWELVE (12) MONTHS OF THE DATE ON THE DEED FROM THE DEVELOPER, THEN THE OWNER OF RECORD, AT DEVELOPER'S REQUEST, AGREES TO DEED THE PROPERTY BACK TO THE DEVELOPER FOR NINETY**

PERCENT (90%) OF THE ORIGINAL PURCHASE PRICE WITH NO ADJUSTMENT FOR TAXES, CLOSING COSTS OR INTEREST AT THE TIME THE DEED IS CONVEYED TO THE DEVELOPER. DEVELOPER WILL PAY ONLY FOR DEED PREPARATION, RECORDING FEES AND TRANSFER TAXES. ON ISSUANCE OF AN OCCUPANCY PERMIT FOR A RESIDENCE, THIS RIGHT TO REPURCHASE SHALL TERMINATE AS TO THAT LOT.

1. 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 sod and seeding, the owner of the Lot shall expend the sum of five hundred dollars (\$500.00) for additional landscaping and if there are no trees on the Lot, the additional landscaping shall include at least two 1.5 inch caliper trees.

8. **DURATION.** All of these restrictions shall be deemed to be covenants running with the land and shall inure to and be binding upon the parties hereto, their successors and assigns for a period of twenty-one (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.

9. **VIOLATIONS.** In case of violation of any of the covenants, any person then owning a Lot in the 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.

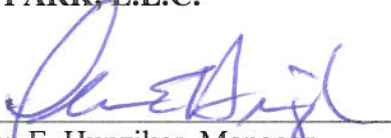
10. **INVALIDATION.** The invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

11. **AMENDMENTS.** This instrument may be amended by a recordable written instrument executed by the owners of at least 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 13, each Lot shall be considered as having one "Lot owner" even though title may be held in more than one (1) name. Each "Lot owner" shall be entitled to one (1) vote for each Lot owned.

12. **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 addition by 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 14, each Lot shall be considered as having one "Lot owner" all as provided in the preceding paragraph.

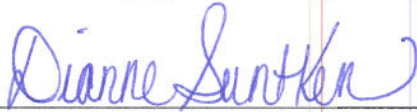
Dated at Ames, Iowa, this 8th day of July, 2009.

DAYTON PARK, L.L.C.

By: 
Dean E. Hunziker, Manager

STATE OF IOWA, STORY COUNTY, SS:

This instrument was acknowledged before me on this 8th day of July, 2009, by Dean E. Hunziker as a Manager of Dayton Park, L.L.C.


Notary Public in and for the State of Iowa

