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 212 SE 16th Street, Ames, IA 50010
 File No. 2015-00009055

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 Instrument: 2015- 00009055
 Date: Sep 16, 2015 02:52:25P
 Rec Fee: 25.00 E-Com Fee: 1.00
 Aud Fee: .00 Trans Tax: .00
 Rec Management Fee: 1.00
 Non-Standard Page Fee: .00
 Filed for record in Story County, Iowa
 Stacie L. Herridge, County Recorder

INSTRUMENT PREPARED BY:	Brian D. Torresi, 2605 Northridge Pkwy., Ste. 101, Ames, IA 50010 (515) 288-2500
RETURN TO:	Brian D. Torresi, 2605 Northridge Pkwy., Ste. 101, Ames, IA 50010

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

WHEREAS, the undersigned, Dayton Park, L.L.C., an Iowa limited liability company (the "Developer"), is the owner of Lots One (1) through Eight (8) (each, a "Lot" or collectively, the "Lots") contained in Jacobson Park Subdivision Ninth Addition, Story City, Story County, Iowa (the "Subdivision"); 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. All Lots shall be known and described as residential Lots and shall not be improved, used, or occupied for other than private single-family residential purposes.
2. The residences to be constructed or to be permitted to remain on the Lots shall meet the following requirements:
 - a. One (1) story residences on the Lots shall have a ground floor finished area of not less than one thousand (1,000) square feet.
 - b. One and one-half (1½) story residences or split-level residences on the Lots shall have a finished area on the ground floor of not less than nine hundred (900) square feet and a total finished area on the ground floor and split-level of not less than one thousand three hundred (1,300) square feet.

- c. Two (2) story residences on the Lots shall have a finished area on the ground floor of not less than seven hundred (700) square feet and a total finished area on the ground floor and second floor of not less than one thousand four hundred (1,400) square feet.
 - d. The computation of the total finished area shall not include porches, breezeways or garages.
3. No Lot shall be subdivided for the purpose of constructing more than one (1) residence per Lot; however, parts of Lots may be conveyed to adjoining Lot owners for any other purpose.
4. No building, fence, wall or other structure shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition, change, or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing by the managers, members or officers, as the case may be, of the Developer, or by an Architectural Committee (the "Committee") composed of two (2) or more representatives appointed by the Developer. The primary guidelines for approval are that the plans and specifications reflect harmony of external design and location in relation to surrounding structures and topography. In the event the Developer or the Committee fail to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to the Developer or the Committee, as the case may be, 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 shall terminate.
5. The following restrictions shall also constitute covenants:
 - a. There shall be no mobile homes placed or erected on any Lot.
 - b. No pre-erected dwelling shall be moved to any Lot.
 - c. All dwellings must have, at a minimum, a double attached garage.
 - d. Gardens may be planted or maintained in the rear yard only.
 - e. 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 Developer. 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 THE 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. THE 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.

- f. No building or structure of a temporary character and no trailer, basement, tent, shack, garage, or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently.
- g. No tent, trailer, recreational vehicle, camper, boat, truck rated larger than three quarters ($\frac{3}{4}$) of a ton, or other movable or temporary structure, shall be maintained or parked on a Lot or street within public view for a period of time exceeding forty-eight (48) consecutive hours or for more than thirty (30) total days in any calendar year.
- h. 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 the Subdivision.
- i. 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.
- j. No extension towers or antennas of any kind shall be constructed, modified, or permitted on any Lot except television or radio antennas of less than five (5) feet are permitted on dwellings or garages. Satellite dishes or parabolic devices in excess of thirty-six (36) inches in diameter used to receive television or other signals from satellites shall not be permitted. Satellite dishes or parabolic devices are only permitted in rear yards.
- k. No noxious or offensive activities or 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.
- l. No animals, livestock, or 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 or on a leash at

all times. In no event shall any such animal be kept on any Lot if said animal unreasonably disturbs the owners or residents of any other Lot.

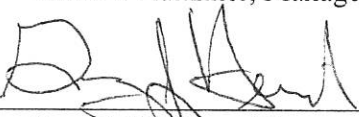
- m. Following construction of the residential dwelling on any Lot, the front yard and the side yard shall be sodded. When practical, fifteen (15) feet of the rear yard, measured from the rear of the residential dwelling, shall also be sodded. The remainder of the Lot shall be seeded or sodded. In addition to the seeding and sodding, the owner of the Lot shall expend no less than 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 (2) one and one-half (1½) inch caliper trees.
 - n. Where the City of Story City, Iowa, requires the construction of public sidewalks, the sidewalks shall be constructed within twelve (12) months following the sale of any Lot from the Developer or at the time of occupancy of any dwelling on a Lot, whichever occurs first. The owner of the Lot shall comply with this requirement.
 - o. 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.
- 6. All of these restrictions shall be deemed to be covenants running with the land and shall endure and be binding upon all 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.
 - 7. 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 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.
 - 8. Invalidation of any of these covenants by judgment or court order shall in no way affect the validity of any of the other provisions, but they shall remain in full force and effect.
 - 9. This instrument may be amended upon the recording of a 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 9, each Lot shall be deemed to have one (1) owner, and each said owner shall be entitled to one (1) vote for each Lot owned.
 - 10. The provisions of this instrument and any amendments hereto 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 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 10, each Lot shall be deemed to have one (1) owner, all as provided in the preceding paragraph.

Dated at Ames, Iowa this 22 day of April, 2015.

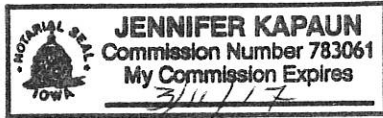
DAYTON PARK, L.L.C.

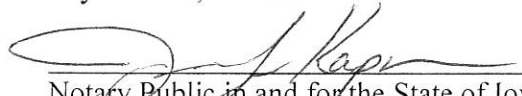
By: 
Dean E. Hunziker, Manager

By: 
Gary J. Hunziker, Manager

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this 22 day of April, 2015, by Dean E. Hunziker and Gary J. Hunziker, as the Managers of Dayton Park, L.L.C.




Notary Public in and for the State of Iowa
My commission expires 3/11/17