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RETURN TO:  
GARY VON AHSEN  
TRI COUNTY CASH  
LUMBER MART, INC.  
1001 N. ELM STREET  
JEFFERSON, IA 50129

*2/2005*

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Carol "Cindy" Hol, Recorder  
Dallas County IOWA

Prepared by: David A. Hoyt, 101 N Grinnell Rd, PO Box 350, Jefferson, IA 50129-0350 (515) 386-5428  
Return to: Hoyt Law Firm, P.C. PO Box 350 Jefferson, IA 50129-0350

DECLARATION OF PROTECTIVE COVENANTS & BUILDING RESTRICTIONS  
HOMES ON HIAWATHA,  
PERRY, IOWA

TO THE PUBLIC:

Tri-County Cash Lumber Mart, Inc., as owner of the property located in Perry, Iowa, for which it has prepared the Homes on Hiawatha subdivision plat, desiring to provide for the attractiveness and desirability of all lots in the subdivision, hereby reserves and makes the following protective covenants and building restrictions, all of which may be referred to as the "restrictive covenants", and which shall apply to all lots and owners of lots in the Homes on Hiawatha subdivision; and Tri-County Cash Lumber Mart, Inc. does hereby covenant with each purchaser of any lot that these provisions will apply to every lot in the subdivision and that the restrictions will be imposed by suitable reference in the deed of conveyance of each lot.

1. Zoning District. All property included in Homes on Hiawatha will be classified as "R-D" (Community Unit Plan) under the zoning regulations of the City of Perry, Iowa. All property located in Homes on Hiawatha Subdivision shall be subject to the use requirements and limitations imposed by this zoning classification.

2. Building Restrictions.

(a) Single Family Residences. All Lots shall be used only for single family residence purposes. There shall not exist on any lot at any time more than one residence. No trailer, basement, garage, tent, shack, barn, temporary building, outbuilding, or guest house shall be erected or placed on any lot as temporary or permanent living quarters. No garage shall be constructed on any lot, except a garage may be constructed as an integral part of the residence to which it is intended to serve. No structure other than a residence shall be erected on any lot, except there may be erected a one-story utility building not exceeding 120 square feet in lot area, which shall be located behind the rear building line of the residence on the building site.

(b) Residence Size Requirements. No one-story residence shall be constructed on any lot unless it contains a fully enclosed first floor area of at least 1,200 square feet, excluding the garage and open porches. No one and one-half, two-story or higher residence shall be constructed on any lot unless it contains at least 1,000 total square feet, excluding the garage and open porches.

(c) Residence Design Restrictions. No building shall be erected on any lot in the subdivision unless the design and location is in harmony with existing buildings in the subdivision.

(d) Building Setback Requirements. No building or any part thereof, including garages and porches, shall be erected on any lot closer than 25 feet to the front lot line; or closer than 8 feet to either side lot line; or closer than 20 feet to the rear lot line. When one and one-half, two or more lots are acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners. In addition, all lots and residence buildings shall comply with the setback requirements as provided in the Perry Municipal Code, as may be amended from time to time, if such requirements would be more stringent than the setback requirements provided for herein.

3. Nuisances. No horses, cattle, swine, goats, poultry, fowl or other farm animals shall be kept on any lot. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises. No refuse pile, unused motor vehicles or unsightly objects shall be allowed to be placed or to remain anywhere on any lot. No signs or other advertising, except standard real estate "For Sale" signs, shall be displayed on any lot.

4. Commercial Vehicles. No trucks, except pickup trucks or similar size vans or recreational vehicles, and no commercial-type vehicles shall be stored or parked on any lot in the subdivision.

5. Subdivision of Lots. None of the lots shall at any time be divided into as many as two building sites, and no building site shall be less in area than the area of the smallest lot platted in the subdivision. A single lot together with the contiguous portion or portions of one or more lots may be used for one building site.

6. Utility Easements. For the purpose of installing and maintaining municipal and public utility facilities, and for other purposes incidental to the development of the property, Tri-County Cash Lumber Mart, Inc. hereby reserves the easements shown upon the subdivision plat of Homes on Hiawatha.

7. Violation of Covenants. If the owners of Homes on Hiawatha lots or any of them, or their heirs or assigns, shall violate any of the covenants in this instrument, it shall be lawful for any other person owning real property situated in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating any of the covenants, either to prevent him, her or them from so doing or to recover damages for the violation or both.

8. Remedies for Violations. For a violation or a breach of any of these restrictive covenants by any person claiming by, through or under the subdivider, or by virtue of any judicial proceedings, the subdivider and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms of these restrictive covenants or to prevent the violation or breach of any of them. In addition to the foregoing right, the subdivider shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where the violation of the restrictive covenants exist and summarily abate or remove the violation at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the restrictive covenants shall not bar their enforcement. The invalidation of any one or more of the restrictive covenants by any court of competent jurisdiction shall not affect any of the other restrictive covenants, but they shall remain in full force and effect.

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9. Duration of Covenants. These restrictive covenants are to run with the land and shall be binding upon all parties and all persons owning lots in Homes on Hiawatha or claiming under them for a period of twenty-one (21) years from the date of the filing of these restrictive covenants. These covenants may be extended beyond the initial twenty-one (21) year period by any lot owner filing a claim as provided under Iowa Code §614.24, as amended. These covenants may be amended at any time by a writing signed by all lot owners.

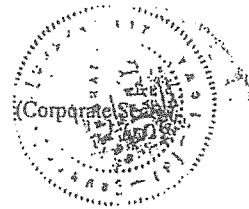
Dated May 12, 2005.

TRI-COUNTY CASH LUMBER MART, INC.

By Gary Von Ahsen  
Gary Von Ahsen, President

ATTEST:

James I. Kurth  
James I. Kurth, Secretary



STATE OF IOWA :  
: SS  
COUNTY OF GREENE :

On this 12 day of May, 2005, before me, the undersigned, a notary public in and for said county and state, personally appeared Gary Von Ahsen and James I. Kurth, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of the corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of the corporation; that said instrument was signed and sealed on behalf of the corporation by authority of its board of directors; and that Gary Von Ahsen and James I. Kurth, as officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

KAREN KAY HIGGINS  
Notarial Seal - I  
Commission # 116604  
My Commission Expires 9.21.07

Karen Kay Higgins  
Notary Public - State of Iowa

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