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Instrument: 2009-00012363  
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Filed for record in Story County, Iowa  
Susan L. Vande Kamp, County Recorder

Prepared by & Return to: Thomas J. Cahill: Cahill Law Offices, P.O. Box 88, Nevada, IA 50201; Tele: 515-382-6571

**AMENDED RESTRICTIVE COVENANTS  
OF  
WENDT-AKIN SUBDIVISION, STORY COUNTY, IOWA**

WHEREAS, Noah R. Wendi, Single and Caleb C. Akin, Single, are now the owners and record titleholders of the following described real estate, to-wit:

Lot Twelve (12) of the Subdivision of the Northeast Quarter (NE ¼) of Section Nine (9), Township Eighty-two (82) North, Range Twenty-two (22) of the 5<sup>th</sup> P.M., Story County, Iowa, EXCEPT Parcel "B" as appears on Instrument No. 2006-00007718 in the Office of the Recorder, Story County, Iowa; and Lot Two (2) of the Southeast Quarter (SE ¼) of Section Nine (9), Township Eighty-two (82) North, Range Twenty-two (22) of the 5<sup>th</sup> P.M., Story County, Iowa, EXCEPT said Parcel "B" and except Parcel "C" as appears in Instrument No. 2006-00007717 in the Office of the Recorder, Story County, Iowa. Subdivision contains 61.78 acres.

That the above-named titleholders also hereby impress upon the real estate hereinabove described the following regulations, covenants and restrictions as to the use and occupancy thereof, to-wit:

- (1) All lots within the subdivision shall be limited to residential use only.
- (2) No lot within the subdivision may be further divided.
- (3) Each titleholder shall be responsible for any costs in connection with the rural water and septic systems.
- (4) Dwelling and lot requirements:
  - A. No dwelling shall exceed two (2) stories in height, excluding basement.
  - B. One (1) story dwellings shall have a minimum of 1,000 square feet finished living area, excluding garage, basement, porches, breezeways and decks.
  - C. One and one-half (1 1/2) or two (2) story dwelling shall have a

minimum of 900 square feet finished living area on the first/ground level excluding garage, porches, breezeways and decks.

D. Split foyer/level dwelling shall have a minimum of 1,500 total square feet of finished living area for all levels, excluding garage, basement, porches, breezeways and decks.

E. No trailer, mobile home, tent, shack, garage, barn, or other out building erected or placed in or on the lot shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

F. No structure may be occupied until it has been inspected and received an occupancy permit from the appropriate Story County Administrative Authority.

G. Easements are recorded on the plat for use by the public and private utilities to benefit all lots; no buildings or permanent structure shall be allowed on these easements

H. The easement area of each lot, and all improvements thereon, shall be maintained continuously by the owner of the lot except for those which a public authority or utility company is responsible.

I. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Titleholders of all lots, vacant or improved, shall keep their lots mowed and free from weeds and debris.

J. Other Restrictions:

- 1) The record owner of any lot, vacant or occupied, shall keep lot free of any condition or activity that is dangerous or detrimental to the health or safety, injurious to the senses, interferes with the comfortable enjoyment of life or property or depreciates the value of adjoining properties as judged under prevailing appraisal practices and standards.
- 2) The undersigned owners acknowledge that agricultural operations and agricultural business are currently located in the surrounding area. As a result of the businesses, there will be, from time to time, unpleasant odors, flies, noise, field spraying and late night or early morning operation of agriculture related equipment.

- 3) It is the intent of all lot owners to live in harmony with the adjacent agricultural operations. All lot owners will refrain from complaints and suits in regard to farming practices, so as not to hinder the normal production and harvesting of crops and the raising of livestock on the adjacent property. This paragraph shall, in no way prevent lot owners from pursuing claims against adjacent landowners or their successors in interest, for negligent actions or intentional torts of the adjacent land owners or their successors in interest, nor shall it prevent lot owners from pursuing legal action against adjacent land owners or their successors in interest, for actual nuisances.
- 4) All fencing requirements will be the responsibility of each lot owner. Each property may be fenced on lot boundaries and each lot owner will have the duty to maintain said fence, including costs. No fences, walls, hedges or barriers shall be permitted upon or adjoining property lines except as follows:
- (a) Hedges not exceeding three (3) feet in height are permitted along front property lines in the front yard setback areas.
  - (b) Walls, fences and hedges, not exceeding six (6) feet in height, are permitted along the rear property lines and side property lines behind the centerline of the house built on a lot. No fences may be built forward of the centerline of the house.
- 5) This deed of restrictions shall run with the land, may not be amended or changed, and shall be binding upon all owner's thereof, until June 1, 2023, and shall automatically be extended for successive periods of 10 years, unless a vote of the majority of the then occupied lot owners authorize a change in said restrictions, in whole or in part.
- 6) For as long as these restrictions are in effect, the record owner of any lot may bring legal action against the record owner of any other lot, which a violation of these restrictions is attempted or occurs, in order to prevent, correct and/or recover any damages caused by such violation or attempt thereof.
- 7) Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions, which will remain in full force and effect.

*Noah R. Wendt*

BY

Noah R. Wendt

*Caleb C. Akin*

BY

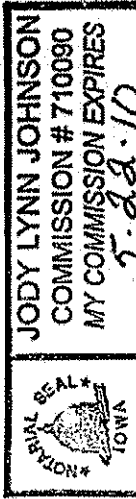
Caleb C. Akin

STATE OF IOWA :

:SS

STORY COUNTY :

Subscribed and sworn to before me by Noah R. Wendt and Caleb C. Akin, this  
1<sup>st</sup> day of October August, 2009.



*Jody Lynn Johnson*

*Jody Lynn Johnson*  
NOTARY PUBLIC in and for the State of Iowa