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Revenue Tax: \$0.00
Instr# 200400058246
Linn County Iowa
JOAN MCCALMANT RECORDER

BK **5550** PG **119-122**

H. Frank Bellon, Jr., Suite 410, 411 First Avenue SE, Cedar Rapids, Iowa 52401-1368, (319) 363-3444

RESTRICTIVE COVENANTS

The undersigned, being the owners in fee of Lots One (1) through Twenty-Three (23), both inclusive, in WOLF CREEK ELEVENTH ADDITION TO THE CITY OF HIAWATHA, LINN COUNTY, IOWA, in order to establish and maintain the residential character of each of said lots do hereby covenant and agree with the persons who may hereafter purchase said lots, or any right, title or interest therein, of any nature whatsoever, regardless of the manner by which such ownership or interest was acquired, that the use of said lots is restricted and the sale of said lots is subject to the following covenants:

1. Said lots shall be known, described and used solely as residential lots, and no structures shall be erected on any lot other than one detached single family dwelling not to exceed two stories in height with no less than a two-car garage, provided, however, that the restrictions of this and subsequent paragraphs shall not prohibit the erection or development of a contemporary styled tri-level (split level) dwelling.

2. No buildings shall be erected on said lots nearer than thirty (30) feet to, nor farther than forty-five (45) feet from the front lot line, nor nearer than eight (8) feet to any side lot lines. The side lot line restrictions shall not apply to detached garages located to the rear of the dwelling, except that on corner lots no structures shall be permitted nearer than twenty (20) feet to the side street line.

3. No such lot shall be subdivided into building plots having less than ten thousand (10,000) square feet of area or an average width of less than seventy (70) feet each, nor shall any building be erected on any residential building plot having an area of less than ten thousand (10,000) square feet.

4. No trailer, basement, tent, shack, garage, barn or other out building erected on said lots shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

5. No building shall be erected on any of said lots unless the design and location is in harmony with existing structures and locations in the tract and does not violate any protective covenants. In any case, no dwelling shall be permitted on any of said lots having finished above grade living area of less than 1500 square feet in the case of a one story structure and not less than 1800 square feet in the case of a 1½ or 2 story structure, and not less than 1300 square feet in the case of a split level.

6. The titleholder of each of said lots, vacant or improved, shall keep his/her lot or lots free of weeds and debris.

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7. No noxious or offensive trade shall be carried on upon any of said lots nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Dogs are permitted but no more than two for any dwelling unit.

8. No dog compound, enclosure, shelter, storage outbuilding, playhouse, or wood pile for firewood shall be constructed, used or maintained within ten feet of any lot line nor shall they exceed eight feet in height on any of said lots.

9. No trucks larger than 3/4 ton pickup truck shall be maintained, parked or kept overnight for any purpose in said Addition.

10. No vans, motor homes, trucks, boats, recreation vehicles shall be maintained, parked, or kept for more than a 48 hours period on the street, driveways, or on the lot for any purpose during any one week period (seven consecutive days).

11. A perpetual easement is reserved along the lot lines of said lots as shown by the recorded plat for storm water drainage and utility installation and maintenance. There shall be no fences, buildings, large plantings or other obstructions upon or under the property covered by these easements, so that access is available for any equipment and/or persons necessary for the construction, reconstruction or maintenance of said utilities and/or drainage ways.

12. Fences are permitted but only of the manufactured black chain link variety. This restriction shall not apply to wooden privacy fences, which are permitted if installed a minimum of ten (10) feet from any property line.

13. Antennas are permitted if attached to the structure and do not extend more than eight feet above the peak of the home. All other antennas, satellite TV dishes in excess of 24" in diameter, poles for radios, and windmills are prohibited.

14. A non-profit Home and Lot Owners Association shall be formed to which all owners of lots and/or homes in Wolf Creek Additions to the City of Hiawatha, Iowa, shall, by ownership of such property in Wolf Creek, become members thereof. Such association shall be responsible for the maintenance of the common area of the subdivisions, including but not limited to: detention pond and area, landscaped entry, drainageways, etc., with any costs incurred for same spread equally over all of the occupied homes on a pro-rata cost distribution basis.

15. These covenants are to run with the land and shall be binding upon persons claiming under them until January 1, 2023, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of said lots, it is agreed to change the said covenants in whole or in part.

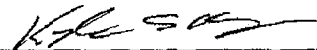
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16. If the undersigned, or their heirs, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other of said lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent such party from so doing or to recover damages or other dues for such violation.

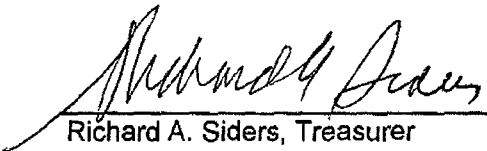
17. Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED at Cedar Rapids, Iowa, this 5th day of May, 2003.

MIDWEST DEVELOPMENT CO.



Kyle Skogman, President



Richard A. Siders, Treasurer

H. Frank Bellon, Jr., Suite 410, 411 First Avenue SE, Cedar Rapids, Iowa 52401-1368, (319) 363-3444

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 5th day of May, 2003, before me, a Notary Public in and for the State of Iowa, personally appeared Kyle Skogman and Richard A. Siders, each of whom to me is personally known, and each of whom by me severally sworn on oath for himself did say that the said Kyle Skogman is President and the said Richard A. Siders is Treasurer of the said MIDWEST DEVELOPMENT CO., a corporation, of Linn County, Iowa, and the foregoing instrument was signed in behalf of the said corporation by authority of its Board of Directors, and the said Kyle Skogman as President and Richard A. Siders as Treasurer did severally acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

Mary S. McClooden
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

