



Jacki Sloss Guthrie Co Recorder

Fee Book 2014-0186

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MIS MISC

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Total Fees: \$22.00



Return to Preparer: Warren A. Varley, 201 NE 2nd St. Box 235, Stuart, IA 50250: ph. 515-523-2456.

Building Restrictions and Protective Covenants for

Certain Lots in Wambold Addition (Re-recorded to expand legal description)

To Whom It May Concern [Grantee]:

Stuart Enterprise for Economic Development, Inc., an Iowa nonprofit corporation, (hereinafter referred to as "Grantor") does hereby establish and place the following building restrictions and protective covenants on the real property owned by Grantor and **legally described as:**

Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, Lot 18, Lot 19, Lot 20, Lot 21, Lot 22, Lot 23, Lot 24, Lot 25, Lot 26, Lot 27, Lot 28, Lot 29, Lot 30, Lot 31, and Lot 32 of Wambold Addition, an Official Plat, included in and forming a part of the City of Stuart, Guthrie County, Iowa (hereinafter referred to as 'Lot' or 'Lots').

I. DESIGNATION OF USE

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. No portion shall be used in whole or in part for the storage of any property or thing that will cause the lot to appear in any unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of other lot owners.

II. BUILDING AREA

No dwelling shall be constructed or permitted to remain upon any Lot in this subdivision unless it meets the following floor area requirement:

- A. One-story dwellings must have a ground floor finished area of not less than 1,350 square feet.
- B. One and one-half story dwellings must have not less than 900 square feet of finished area on the ground floor and a total on the ground floor and second floor of not less than 1,500 square feet of finished area.
- C. Multilevel/split level dwellings must have above-grade finished area of not less than 900 square feet on one level and a total on all levels of not less than 1,500 square feet of finished area.
- D. No two-story dwellings shall have less than 1,400 square feet of finished area.
- E. In the computation of floor area, the same shall not include porches, breezeways, or garages.

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III. DESIGN AND CONSTRUCTION

- A. No mobile home or manufactured homes that require a title number and/or a VIN as defined in the Code of Iowa shall be placed on or erected on any Lot.
- B. Exterior home surfaces shall be of rock, brick, wood, vinyl, or other conventional siding material, and exterior siding which will blend harmoniously with the site and other houses is encouraged. The front of the house shall have brick or stone wainscoting, a minimum of 42" in height. No corrugated metal roofing or pole barn type vertical siding is permitted on any structure including accessory buildings.
- C. Each home shall have a minimum roof pitch of 4/12, with a gable or hip-style roof.
- D. No building shall be erected on any Lot nearer than the building setback lines as set forth by City Code.
- E. No carports shall be permitted on any Lot.
- F. All lots must have a driveway running from the Street to the dwelling, which must be of sufficient area to park at least two cars entirely off the street right of way. All driveways shall be constructed of concrete, a minimum of four (4) inches thick and twelve (12) feet in width.
- G. All dwellings must have, at a minimum, a double-car attached garage.
- H. Any dog run, trash receptacle, tool shed or other outside structure of like nature shall be properly screened by reasonable shrubbery or decorative fence or both.
- I. All building structures or improvements of any kind must be completed within 12 months of the commencement date of construction.
- J. No above-ground or non-permanent swimming pools shall be permitted on any Lot other than one toddler wading pool per dwelling.
- K. Excess dirt from excavation shall be hauled away or used only as part of a graded landscape plan.
- L. All construction operation shall be confined to the lot on which construction is in progress. Excavation and filling shall be done in a manner such that natural drainage is not altered to the degree that damage is caused to adjacent properties. The owner of any lot shall be solely responsible for ensuring that any construction on a lot fully complies with the requirements of any state, local, or federal governmental agency or entity relating to silt erosion. Prior to the pouring of any foundation and/or basement slab the soil shall be tested at the owner's expense.
- M. No public address systems, radios, stereos, etc. will be operated for either voice or music at a sound level that is disturbing to other property owners. Excessive or obnoxious outdoor lighting that might infringe on the privacy or enjoyment of other lot owners is prohibited.
- N. Accessory buildings must be harmonious with the house style. There is a limit of one such building per lot. It shall not exceed 120 square feet, and shall not exceed 12 feet in height without prior approval of plans and specifications by the Stuart Enterprise for Economic Development, Inc.

IV. TEMPORARY STRUCTURES

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

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permanently. All buildings or structures shall be constructed of new material on a permanent foundation.

V. TRAILERS, TRUCKS AND RECREATIONAL VEHICLES

No trailers, trucks, semis or recreational vehicles shall be parked or stored on any Lot except within an enclosed garage, except guest recreational vehicles may be allowed for up to 10 days on any Lot.

VI. RUBBISH CONTAINERS

All garbage and other waste shall be kept in clean, sanitary and fire-safe rubbish containers, which shall not be visible from the street except on days of trash collection.

VII. UTILITIES

A. All utility connection facilities and services shall be underground. No individual water supply system shall be permitted on any Lot.

B. All dwellings are required to have tiling around foundation that drains into a sump pit, but shall not discharge into the sanitary sewer system.

VIII. TOWERS AND ANTENNAS

No television, radio, microwave or other communications antenna, tower or receiver, other than satellite dishes shall be allowed on any Lot or on any building constructed on a Lot.

IX. NUISANCES

No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance, either temporarily or permanently.

X. LIVESTOCK AND POULTRY PROHIBITED

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 in accordance with City Code so long as they are not kept, bred or maintained for commercial purposes. Dogs must be tied or fenced.

XI. LANDSCAPING AND SIGHTLINES

Within six (6) months after completion of construction of the residential dwelling on any Lot, the front yard, side yard and the rear yard shall be fully seeded or sodden.

XII. EASEMENTS

Certain perpetual easements are reserved as shown on the recorded plat. The owner or occupant of a Lot shall, at their own expense, keep and preserve that portion of the easement within their Lot in good repair and condition, and shall neither erect nor permit erection of any building, structure or fence of any kind within the easement which might interfere in any way with the use of such easement.

XIII. SIDEWALKS

The purchaser of a Lot shall, at the purchaser's expense, install public sidewalks in accordance with specifications of the City of Stuart and/or the final plat of Wambold Addition within two weeks of occupancy of any dwelling.

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XIV. FENCES AND LANDSCAPING

No front yard fences or hedges are allowed. Rear or side yard fences must be either chain link or ornamental wood. Ornamental wood fences must have finished side facing neighboring lots. The maximum height of any such permitted fence is six feet. No snow fence or temporary fence of any kind shall be permitted on any Lot.

XV. WEED CONTROL

The owner or person in possession of each lot, whether vacant or improved, shall keep the same free of debris and shall keep the same mowed so that the grass and plantings do not exceed six inches in height; distinct ornamental plantings excepted. Each owner agrees that after written notice given by certified mail or delivery in person to such owner or person in possession by any property owner owning property within 500 feet of such lot, such weeds shall be cut and/or such debris shall be removed within 14 days. If the property owner fails to comply, the grantor may enter upon the property to cut or cause to be cut such weeds, or to remove or cause to be removed such debris, and shall have a right of action against the owner of such lot for collection of the cost thereof.

XVI. HOME BUSINESSES

No business shall be operated on any Lot, except within and by the terms herein provided. A business may be operated within a single-family residence, if the nature of the business requires that the owner or occupant of the single family residence maintains an "in-home" office, but in no event shall the character or nature of said business be such that a majority of said business occurs on account of visits and trips to the said real estate by clients, customers and or/business associates.

XVIII. TERM & SEVERABILITY

These covenants are to run with the land and shall be binding upon all parties and all persons claiming them until January 15, 2035, unless, prior to that time said covenants are extended for an additional period of twenty-one (21) years by filing a claim in accordance with Sections 614.24 and 614.25 of the Code of Iowa (2013). These restrictions shall not be applicable to property dedicated to the City of Stuart. 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 Stuart, Iowa this 16th day of January, 2014.


Stuart Enterprise for Economic Development, Inc. [Grantor]

By: Kevin Sargent
Kevin Sargent, President

By: Warren Varley
Warren Varley, Vice President

State of Iowa, County of Duthrie) ss:

This instrument was acknowledged before me the undersigned, a Notary Public in and for said State, on this 16th day of January, 2014, by Kevin Sargent and Warren Varley, as the president and Vice President, respectively, of Stuart Enterprise for Economic Development, Inc.

My Commission Expires:  Margaret F. Tiernan
Notary Public in and for Said County & State