

WACKER WEST

Prepared by: Shafer Law Office, 204 West State Street, P.O. Box 779, and Williamsburg, Iowa 52361 (319) 668-2565

PROTECTIVE COVENANTS AND RESTRICTIONS

TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS: The undersigned being the owners of property described hereinafter on Attachment "A" and by this reference made a part hereof, for the mutual benefit of owners and any future parties who may purchase any of the above captioned property, now and by the undersigned, hereby impose the following Protective Covenants and Restrictions on the above described real estate, (see attachment "A"). The following Protective Covenants and Restrictions shall be binding upon all the present and future owners of the above captioned property or any division of the above captioned property, as covenants running with the land, and with such force and effect as if contained in each subsequent conveyance of land.

1. All homes shall be used only for single-family residential purposes. Residential structures shall not exceed two (2) stories or two (2) stories and an exposed basement to the side or rear, and an attached garage. Any detached garage and/or structure must compliment said house on said lot. All driveway surfaces must meet or exceed the surface of the adjoining street.

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2. The following provisions shall be applicable to construction on the lots as to be divided:
- a. No lot shall be divided resulting in any lot of less than two (2) acres. Any lot resulting from a division must be capable of sustaining an approved septic system.
 - b. No home shall be erected on any lot having a finished living area of less than one thousand, three hundred (1,300) square feet. Walkout basements with egress windows, when finished off will constitute finished living area. Equipment rooms not included. Garages, breezeways, screened porches, open porches, and decks shall not be considered finished living area.
 - c. No home may be constructed within 30 feet of any road right-of-way or within 10 foot of any side yard boundary.
 - d. No trailer or mobile home shall be placed upon any lot except as specifically provided in these covenants.
 - e. Fencing shall be the responsibility of any party desiring or needing fencing whether for privacy, safety of children, or restraint of animals. No adjoining landowner may be compelled to build fencing unless they keep livestock, fowl, etc. However, once an adjoining landowner begins keeping livestock or fowl, they are responsible for the care and maintenance of one half of any existing fence including reconstruction of the same. Any party who keeps any pets or livestock, other than domestic house pets residing within the residence, must provide adequate fencing. All fencing shall meet or exceed fence requirements as provided by Iowa Code 359A.18, except an owner shall be allowed to use decorative style fencing if as built or additionally modified it adequately confines livestock. All damage resulting from escaped animals shall be the sole responsibility of the owner. There shall be no free roaming livestock of any kind including fowl. Nothing in this agreement shall prevent adjoining property owners from cooperating on the constructing of an acceptable fence between their respective properties.

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- f. Except for wooded areas of the property, the property shall be graded, seeded, sodded, pasture, hay, or garden.
3. The following restriction shall be applicable to the above captioned real estate or division thereof:
- a. No animals, livestock or poultry shall be raised or kept within the subdivision except for non commercial purposes or for family consumption or educational purposes such as FFA or 4-H. Animals shall be managed in such a way that they do not interfere with the quiet enjoyment of property by other property owners. All livestock, fowl, horses, ponies, cattle, and swine shall be fenced a minimum of thirty (30) feet from any pond or lake. No livestock shall be allowed in any pond or lake.
 - b. All utility connections and facilities or services shall be underground.
 - c. Titleholders of each lot vacant or improved, shall keep his or her lot free of weeds and debris and shall keep the grass mowed to maintain weed control.
 - d. No act constituting a nuisance as defined under the provisions of Chapter 657, Code of Iowa (2001), or the Common Law of Iowa shall be permitted, and the restrictions pertaining to acts within a county in said Code Chapter shall be applicable to this subdivision.
 - e. No motor vehicle shall be parked on any street of the above captioned real estate overnight or at any time in any manner. No abandoned or junk vehicles are to be allowed on the above captioned real estate or on any driveway thereof except that a property owner may restore for collectible or resale purposes autos, boats, RVs, or airplanes, allowing for the storage of the above described property either as a sources of parts or as the project for a period of up to two (2) years. After two (2) years the property must be licensed and operated at least yearly or stored inside a structure that conforms with these covenants.

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- f. A perpetual easement is hereby granted in favor of utility companies upon, over, under, along and across any 50-foot roadway with ten (10) foot easements on either side.
4. These restrictive covenants shall not be binding upon the above captioned real estate, so long as title thereto remains with the present undersigned owners.
5. These covenants are to run with the land and shall be binding on all the parties (except as provided in Paragraph 4) and all persons claiming under them for twenty (20) years, at which time said covenants shall be automatically extended for a period of ten (10) years unless by vote of the majority of the then owners of the property it is agreed to change the said covenants from termination under the provisions of Section 614.24, Code of Iowa, by filing the necessary claim in the manner set forth in Section 614.25, Code of Iowa.
6. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein during their existence as provided for in Paragraphs, it shall be lawful for any other person or persons owning any of the above described property or a division thereof 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 prevent said person or persons from so doing or to recover damages or other dues for such violation.
7. 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.
8. At some future date, each lot owner or any owner of a division thereof, except lots Eight (8) and Fifteen (15), shall automatically become a member of Wacker West Homeowners Association or any variation thereof and shall be subject to assessment to carry out the purposes of the Association. However, owners of Lots Eight (8) and Fifteen (15) or a division thereof, may elect to join the Homeowners Association and shall be subject to all dues and assessments thereof. Each lot, regardless of the number of owners of said lot, shall be entitled to one (1) vote in matters over which the corporation has control. Wacker West Addition Homeowners Association is organized and shall operate for the purpose of owning, maintaining, controlling, and managing the streets and/or roadways, common areas, and water detention areas in the final plat approved and filed Wacker West Addition Subdivision located in Iowa County, Iowa. The Association shall also have the right to enforce any of the protective covenants and restrictions set forth herein as well as to represent the interests of lot owners to issues affecting development of surrounding areas and maintaining the quality of environment and quality of life within the subdivision.

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The developer, at its discretion, may convey title to the Association to the common areas.

9. These Restrictive covenants may be amended from time to time with the written consent of the owners of at least two-thirds (66.6%) of the above captioned real estate and the same shall be filed of record in the office of the Iowa County Recorder.

Signed:

Connie K. Wacker

Connie K. Wacker, President of DalCon Construction

Mark Seaton

Mark Seaton

Sherri Seaton

Sherri Seaton

STATE OF IOWA)

ss.

COUNTY OF IOWA)

On this 3 day of September, 2003 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Connie K. Wacker, to me personally known, who being by me duly sworn, did say that she is the President respectively of said corporation; that no seal has been procured by the said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Connie K. Wacker as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Rose M. McCamant

Notary Public in and for the State of Iowa

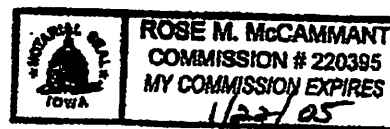
STATE OF IOWA)

ss.

COUNTY OF IOWA)

On this 2 day of September, before me, the undersigned, a Notary Public in and for the State of Iowa, personally Mark Seaton and Sherri Seaton, husband and wife, to me personally known, who being by me duly sworn, did say that they are one of the owners and that they acknowledge the execution of said instrument to be the voluntary act by them voluntarily executed.

Rose M. McCamant
Notary Public in and for the State of Iowa.

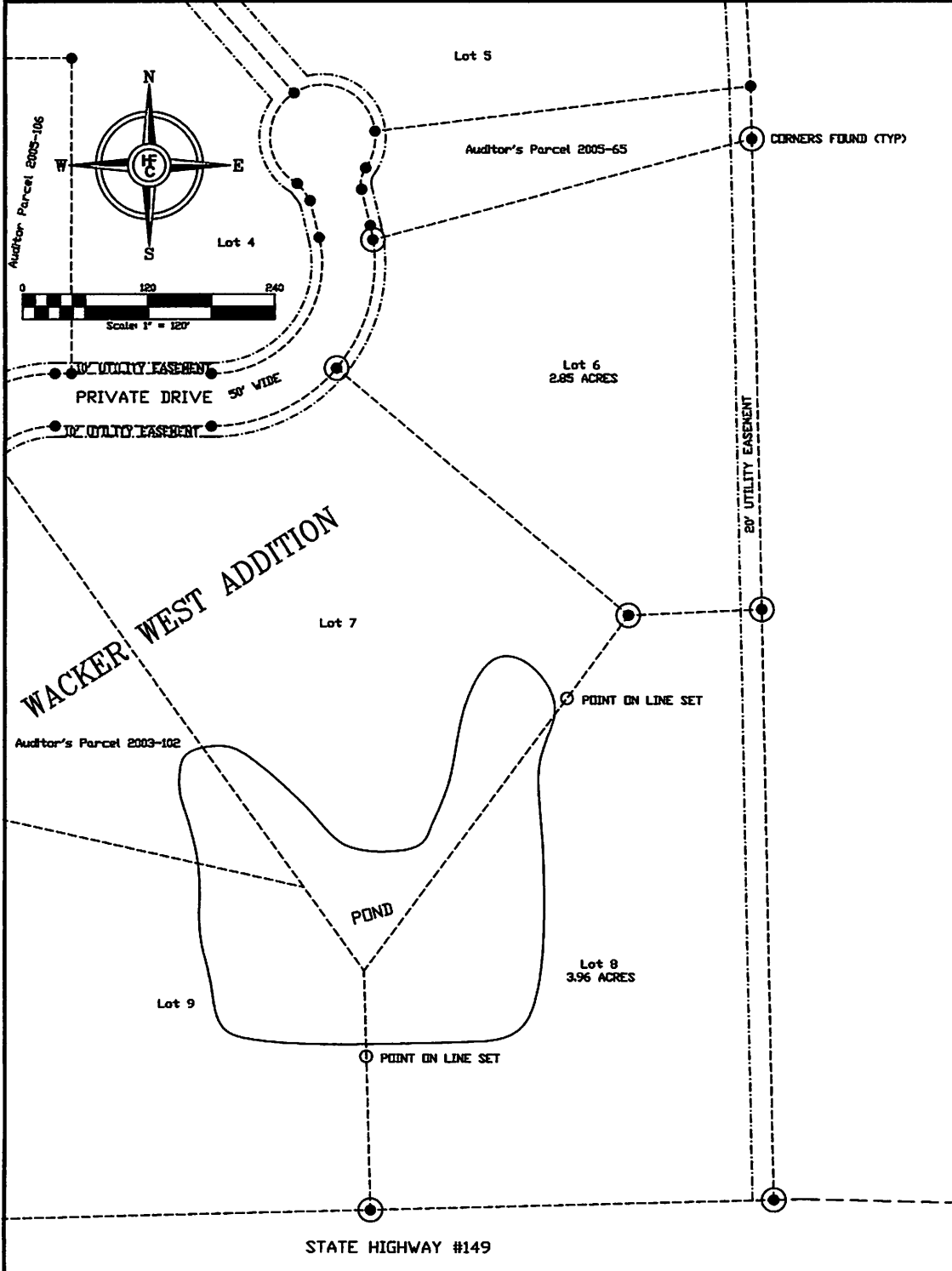




HART-FREDERICK CONSULTANTS P.C.



510 State Street P.O. Box 560 TIFFIN, IOWA 52340-0560 Phone: (319) 545-7215



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

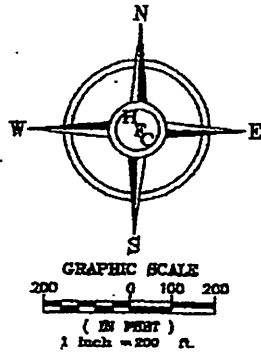
J. Scott Ritter, L.L.S. Date
Iowa License Number: 16546
My license renewal date is December 31, 2014.
Pages covered by this sheet: THIS SHEET ONLY



IN ATTENDANCE ON DATE OF SURVEY:
DAVID HUFFMAN (OWNER)
TONY FREDERICK (HFC)
REX BOMBEI (HFC)

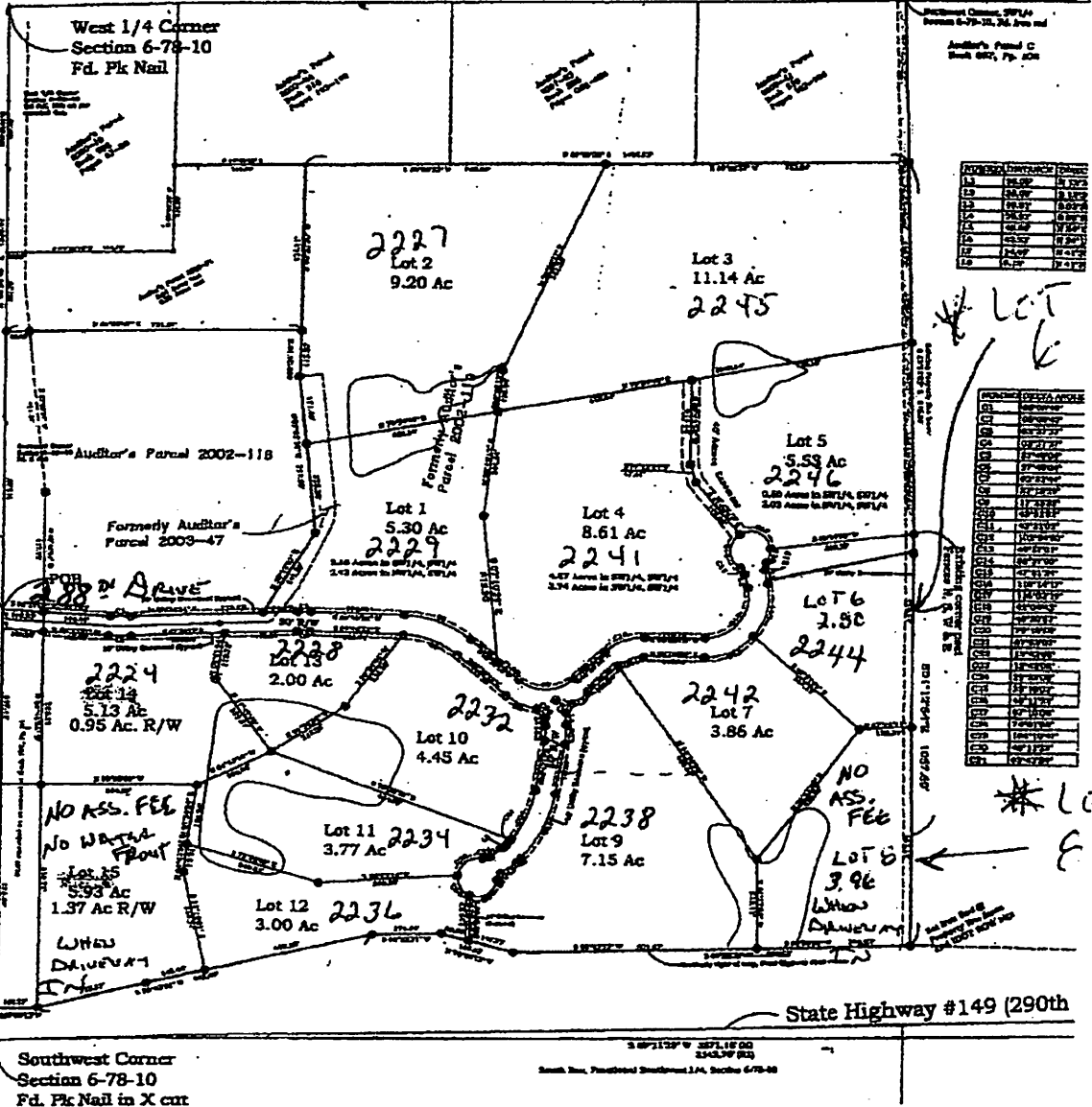
FINDINGS REPORT
LOT 6 & LOT 8
WACKER WEST ADDITION
SURVEY DATE: 9/11/12
REQUESTED BY: DAVID HUFFMAN
DATE: 5/29/13 DRN: JSR APP:
FLD BK: GPS PROJ. NO: 127101

Red



F52nd Trail

Whiting 52361
M Avenue
All Addressed
Off of
288th Drive
Except
Lots #
15 + 8



LOT	ACREAGE	OWNER
1	5.30	2229
2	9.20	2227
3	11.14	2245
4	8.61	2241
5	5.53	2246
6	2.50	2244
7	3.86	2242
8	3.96	2238
9	7.15	2238
10	4.45	2232
11	3.77	2234
12	3.00	2236
13	2.00	2238

LOT	ACREAGE	OWNER
1	5.30	2229
2	9.20	2227
3	11.14	2245
4	8.61	2241
5	5.53	2246
6	2.50	2244
7	3.86	2242
8	3.96	2238
9	7.15	2238
10	4.45	2232
11	3.77	2234
12	3.00	2236
13	2.00	2238

** LOT 6*
** LOT 8*

REVISIONS		FLD. BK.:	SCALE:	HART-FREDERICK CO 902 E. 2nd Avenue, Cor Phone: (319) 351-6708	
REVISION NO.	DATE	DESCRIPTION	NA		no
1	3/1/03	Changes proposed by County Auditor	DATE: 4/01	BRN: dpt	APP: [Signature]