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XZCV COVENANTS
Recording Fee: $ 32.00
Polly Wright, Recorder, Warren County Iowa

Declarations of Covenants, Conditions and Restrictions

32.00
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FOR

PLATS OF SURVEY, PARCELS: M, N, P, Q, R, S, T, & U

The N½ of the SE¼ of Section 20, Township 76 North, Range 24 West of the 5th PM
Warren County, Iowa

THIS DECLARATION is made this 1st day of November, 2021, by:

TERRA TENDER, INC. and
Larry L. Hughes, President

WITNESS TO:

WHEREAS, Declarants is the Owner of Real Estate located in Warren County, Iowa, parcels individually surveyed and legally described as follows and hereinafter called the Warren Wonder Estates.

Parcels M, N, P, Q, R, S, T, & U, all located in the N½ of the SE¼ of Section 20, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa.

Declarants does publish and declare that the following restrictions apply to the above legally described PARCELS and are binding on all parties acquiring or owning any right title, or interest in any part of the property, and their heirs, successors, assigns, grantees executors, administrators and devisees.

In order to preserve the natural setting and beauty of the area and to establish and preserve a harmonious and aesthetically pleasing design for the area and to protect and promote the value of the property, the lots and any and all improvements located therein, or thereon, shall be subject to the covenants and restrictions. The Declarants for each lot owned within the Property hereby covenant, and each lot, owner by acceptance of a deed or contract to any lot whether or not it shall be expressed in such deed or contract, is deemed to covenant and agree to the following restrictions, covenants and conditions which shall be applicable to each lot within the Property:

Prepared By Larry L. Hughes
Return to Larry L. Hughes
208 E. 1st St.
Ackworth, Ia 50001

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1. Permitted Structures. Only the following structures may be erected, placed or are permitted on any lot:

A. A total of one single-family private dwelling house for use only as a private residence; and
B. Accessory structures such as garages and appropriate outbuildings.

2. Housing Requirements.

A. Division. Individual platted lots cannot be split or subdivided.
B. Building Timeline. All residences are to be constructed within one year of closing. Outbuildings cannot be constructed prior to construction of the residence.
C. Single-Story Residences. Single-story residences must have a ground-floor finished area of not less than 1,400 square feet.
D. One and One-Half, and Two-Story Residences. One and one-half, and two-story residences must have an above-ground-floor finished area of not less than 1,800 square feet.
E. Split-Entry. Split-entry residences must have a total finished area of not less than 1,800 square feet. All-applicable, basement and finish must have legal ingress/egress windows.
F. Exclusions. Garages, breeze-ways, porches, and terraces shall not be deemed included in the finished area.
G. Subterranean Homes. There shall be no basement homes.
H. Setbacks. All structures must be at least 50 feet from the front and rear lot lines, and 25 feet from the side lot lines.

3. Temporary Buildings. Temporary buildings are not permitted on any lot. The dwellings, garages and other appropriate outbuildings to be constructed shall be permanent structures.

4. Garages and Appropriate Outbuildings. Garages (two car minimum), barns, machine sheds and other appropriate outbuildings shall be permitted on each lot for the storage of vehicles or machinery, the keeping of livestock and feed, and other related use. No such structures shall at any time be used as a residence, temporarily or permanently.

5. Concrete Block. All concrete or concrete block portion of structures more than 18 inches above ground shall be brick veneer or sided to blend harmoniously with the structure. All concrete or concrete block exposed above ground more than 8 inches shall be painted.

6. Mobile or Modular Homes. No mobile home, or modular home of the same or lesser quality as a mobile home, shall be permitted on any lot. Seller reserves the right to approve the modular quality.

7. Trade or Business. No obnoxious trade or business may be conducted on a lot. Nor shall any trade or business carried on be conducted in such a manner as to be or become an annoyance or nuisance to the neighborhood. Home occupations may be conducted in dwellings so long as they do not jeopardize the residential appearance of the property.

8. No trailer, basement, tent, camper, or motorhome shall be used as a residential dwelling on any lot either temporarily or permanently.

9. Hogs and Exotic Animals. No hogs shall be raised, housed, or maintained at any time on any lot. Uncaged fowl or potentially dangerous exotic animals are not permitted to be housed or maintained on any lot at any time.

10. Nuisances. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any lot, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the use of a lot so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other lots in the subdivision. No unsightly junk or junk vehicles shall be stored or maintained outside of a structure on any lot.

11. Weed Control. The owner of each lot, whether vacant or improved, shall maintain such lot and take all steps necessary to control noxious weeds and erosion thereon.

12. Boundary Fences. Any boundary lot line fences shall be erected and maintained by each lot owner in accordance with the applicable law and ordinances. However, any fence adjacent to the un-platted farm ground will be built and maintained all at lot owners expense.

13. Road Maintenance. Parcels N & P will pay to the Warren Wonder Road Fund the same amount as lot owners in Warren Wonder Estates pay for road maintenance. The initial road fee will be $200 every six months, due Jan 1 & July 1 each year.

A. The road maintenance fee will be set up at the rate of $200 every six months. This fee is prorated from the date of closing to January 1 or July 1 payment due dates for road maintenance, whichever comes first.
B. All lot owners using the road will meet annually to establish the maintenance fund fee. A team of three owners will be selected to handle the road maintenance fee, banking of fees and payments.

14. Exclusions. Parcel P sold and closed prior to creation of covenants, therefore is not subject to Housing Requirements B.

ENFORCEMENT AND INTERPRETATION

Any lot owner, lessee, agent or representative of a lot owner shall have the right and power to enforce the restrictions, covenants, and conditions contained herein, and to institute and prosecute any proceeding at law or in equity against any person or persons violating or threatening to violate any such restrictions, covenants, and conditions, and to recover any damages suffered from any violation thereof.

The waiver of any violation or failure to enforce any such covenant, condition or restriction shall not in any event operate as a waiver, impairment or abrogation of any covenant, restriction or condition, or the right to enforce the same in the event of any future or other breach of the same or any other covenant, restriction or condition by the same or any other person.

In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which will better affect the intent of the area. The provisions herein shall be liberally interpreted, and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance, building codes, or other regulations which are less restrictive.

The effective date of this Declaration shall be the date of its filing of record. This Declaration shall be construed under and in accordance with the laws of the State of Iowa.

If any covenant, condition or restriction or any portion thereof, is declared invalid or void, no other covenant, condition or restriction shall be affected thereby.

ARTICLE V
DURATION OF DECLARATION; AMENDMENTS

This Declaration and the covenants, conditions and restrictions contained herein shall run with the land above described, and be binding upon all persons as provided herein for a period of 20 years from the date of its filing for record, after which time this Declaration and the covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years. This Declaration may be amended by an instrument signed by not less than a majority of the lot owners. For this purpose, any lot under joint ownership shall be considered as one lot owner.

Larry L. Hughes (Pres)

TERRA TENDER, INC.
LARRY L. HUGHES, PRESIDENT

STATE OF IOWA :

: SS

WARREN COUNTY :

On this 26 day March, 2022 before me, The undersigned, a Notary Public in and for the State of Iowa, personally appeared Larry L. Hughes, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed as the fiduciary, and that he is the President of TERRA TENDER, INC.

NOTARIAL SEAL IOWA
JESSE STEWART
Commission Number 224973
My Commission Expires
07/27/2023