

Plat Book, No. 4, Warren County, Iowa

MAIT PARROTT & SONS CO., WATERLOO, IOWA 62-4415

TO:

July 1, 1965

Wilma Hastie,
Bernice McClelland,
Harold L. Aunspach, and
Sheril M. Aunspach

YOU, AND EACH OF YOU are hereby notified and demand is made upon you to file and execute for record in my office a plat for the following described real estate:

Beginning at an iron pin at the Southwest Corner of the Southeast Quarter of the Northwest Quarter, Section 26, Township 77 North, Range 24 West of the 5th P. M., Iowa, thence East 1331 feet to the stone at center of Section 26, thence North 620 feet, thence West 1331 feet, thence South 620 feet to the point of beginning, all in Warren County, Iowa.

Yours very truly

/s/ BEVERLY DICKERSON
Beverly Dickerson, Auditor
Warren County, Iowa

ACCEPTANCE OF SERVICE

The undersigned owners of the land described in the foregoing Notice do hereby accept service of the above Notice to file plat this first day of July, 1965, and acknowledge receipt of a copy of the same, on same date.

/s/ WILMA HASTIE

/s/ HAROLD L. AUNSPACH

/s/ BERNICE MC CLELLAND

/s/ SHERIL M. AUNSPACH

Wilma Hastie,
Bernice McClelland,
Harold L. Aunspach, and
Sheril M. Aunspach

to

The Public

PROTECTIVE COVENANTS FOR PLAT OF HASTIE SUB-DIVISION,
WARREN COUNTY, IOWA

The following items and conditions compose the protective covenants covering Hastie Sub-Division, an official plat located in and forming part of Warren County, Iowa.

Item 1.

All lots described herein shall be used as residential lots with a minimum frontage width of 147 feet and that all lots shall face and abut the east-west Warren County Secondary road adjacent thereto.

Item 2.

There shall be no temporary type residential structures permitted, there shall be no mobile homes permitted for residencies, and all resident dwellings shall be constructed to have a minimum of 1150 square feet of living space therein, excluding a garage.

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Item 3.

All dwellings shall have septic tank sewer facilities and shall be closed with adequate laterals connected to the septic tanks to provide adequate sewer septic facilities for said dwellings. There shall be no open sewer outlets.

Item 4.

All housing for livestock shall be maintained in a neat and clean appearance and no structure for the housing of any livestock shall be closer than 200 feet to any dwelling.

Item 5.

Access ways to the east-west secondary county road shall be situated only at the west boundary line of lot number one of said plat, at the boundary line between lots number two and number three of said plat, at the boundary line between lots number four and number five of said plat and at the boundary line between lots number seven and number eight, a perpetual easement is reserved across lot number seven for the benefit of an access way for lot number six to the said access way situated at the boundary between lots seven and eight of said plat.

Item 6.

That the property owners of the respective lots shall pay for the cost of rock surfacing, a culvert type, and provide dirt for the construction of access driveways herein designated to said east-west secondary county road adjacent to said property, and Warren County shall provide the labor and equipment for constructing and installing said driveways.

Item 7.

No buildings shall be erected on any lot unless the design and location is in harmony with existing structures and locations in the tract and does not violate any protective covenants herein.

Item 8.

No obnoxious or offensive trade 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.

Item 9.

These Covenants are to run with the land and shall be binding on all parties and on all persons claiming under them until July 1, 1985, at which time said covenants shall be automatically extended successive periods of ten years unless, by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

Item 10.

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 prior to July 1, 1985, it shall be lawful for any person or persons owning any other lots in said development or tract to prosecute any proceeding at law or in equity against the person or persons so violating or attempting to so violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Item 11.

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.

RECEIVED: JUL 20 1984 - 3446 for COMMENT referring to Item 5

✓
WARREN COUNTY, IOWA
FILED FOR RECORD

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3496

2002
JULIUS K. LATHROP, RECORDER

Shirley J. Miller
(515) 961-2571

This Document is prepared by
P. F. Elgin, P. O. Box 215, Indianola, Iowa 50125

CONSENT

We, the undersigned, being all the owners of property located within Hastie Subdivision, an Official Plat of Warren County, Iowa, do hereby acknowledge, state and agree that the practice of taxidermy upon Lot 6 of said subdivision is not and shall not be considered obnoxious or offensive trade and the provisions of Item 8 of the protective covenants for the plat of Hastie Subdivision shall not be applicable and shall not be considered obnoxious or offensive trade.

This consent is limited to the practice of taxidermy and the protective covenants as adopted shall remain in full force and effect. It being the intent of this agreement that taxidermy practice be recognized as proper and legal within said subdivision and is exempt from the provisions of Item 8 of the protective covenants.

To all of which the parties hereto are mutually agreed and have affixed their signatures hereto.

Richard Thompson

Elizabeth G. McLeke

Lawrence Pedersen

John Stanley Zerkow

Bessie Ford

Sharon J. Castella

STATE OF IOWA :
: ss.
COUNTY OF WARREN :

On this 27th day of February, 2002, before me, the undersigned a Notary Public in and for said county and said state, personally appeared

to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Notary Public

