

## MISCELLANEOUS RECORD, No. 510, HARRISON COUNTY, IOWA

the entire area described in said Petition and referred to herein as Fischer's Happy Homes Addition to the Town of Woodbine, Iowa, and

WHEREAS the Council finds that said Petition is in accordance with the procedure as set out in Section 362.30 of the 1971 Code of Iowa, and related code sections, and

WHEREAS the Council finds that the annexation of Fischer's Happy Homes Addition to the Town of Woodbine, Iowa, is in the best interests of the Town of Woodbine and to the owner of said property.

NOW THEREFORE BE IT RESOLVED that the said Petition of Jessie M. Fischer is hereby accepted and Fischer's Happy Homes Addition to the Town of Woodbine, Iowa, as legally and particularly described in said Petition above referred to, is hereby annexed to the Town of Woodbine, Iowa, as of this date. The Town Clerk is hereby directed to make, certify and record a Transcript of this proceeding with the County Recorder of Harrison County, Iowa.

On roll call, the vote upon the Motion to Adopt said Resolution was follows: AYES: Argotsinger, Eoustead, Davis, Hammack and Kenkel. NAYS: None.

Whereupon Mayor Millard declared the motion carried and said Resolution adopted.

We, the undersigned Mayor and Town Clerk of the Town of Woodbine, Iowa, do hereby certify that the above and foregoing Resolution was passed and adopted by the Town Council of the Town of Woodbine, Iowa, on the date and at the place last noted above.

Dated this 22nd day of May, 1972.

(3) Robert Stewart

(S) Zell L. Millard

ATTEST: Robert Stewart Town Clerk.

Zell L. Millard Mayor.

(SEAL-TOWN OF WOODBINE)

#1448 Fee \$8.50

JESSIE M. FISCHER

TC

THE PUBLIC

510-284  
Piled for record August 9, 1972; 2:11 P.M.  
Leeta M. Grap, Recorder  
DEDICATION OF PLAT AND PROTECTIVE COVENANTS  
AND RESTRICTIONS FOR FIRST ADDITION TO  
FISCHER'S HAPPY HOMES ADDITION TO THE TOWN  
OF WOODBINE, IOWA.

I, Jessie M. Fischer, a single person, being the owner and proprietor of certain real estate within and comprising what shall be known as "Fischer's Happy Homes Addition to the Town of Woodbine, Iowa" which is described in and shown in the plat which is attached hereto and made a part hereof and incorporated herein by reference, said plat having been made by and under the direct personal supervision of T. E. Martin, a duly registered professional engineer under the laws of the State of Iowa and which plat was dated July 31, 1972, and I hereby plat and dedicate the land and streets shown in said plat to the public and hereby covenant and agree for the benefit of myself and any and all future owners of said real estate or portions thereof that said real estate will be encumbered by and be subject to the following protective covenants and restrictions, which protective covenants and restrictions shall become effective as of the date of filing hereof in the office of the County Recorder of Harrison County, Iowa, to-wit:

1. That the parcels of real estate comprising said "Fischer's Happy Homes Addition to the Town of Woodbine, Iowa" shall be known, described and used solely for residential purposes, and no structure erected thereon other than one detached single family dwelling not to exceed two and one half stories in height with an attached or detached one-car, two-car or three-car garage.
2. That no camper, trailer, mobile home, or mobile home type residence whether on wheels or placed on a permanent foundation and whether in one unit or in multiple units, no temporary home, basement, tent, shack, garage, barn or other out buildings shall be erected or located on any of said real estate at any time nor shall the same be used at any time as a residence temporarily or permanently nor shall any building or residence of a temporary character be permitted or located in said "Fischer's Happy Homes Addition to the Town of Woodbine Iowa."
3. All structures in said addition shall be of new construction.
4. No single family residence building shall be erected on any lot on said real estate, which shall have a ground floor square foot area of less than 900 square feet in the case of a one-story structure, nor less than 750 square feet in the case of a one-and-one-half or two-story or two-and-one-half story structure, exclusive of garage area.
5. Title-holders of each of said lots, whether the same by vacant or improved, shall keep said lots free of all weeds, debris, refuse, abandoned or salvage automobiles or vehicles.
6. No noxious or offensive trade shall be carried upon any of said lots nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
7. No building shall be erected on any of said lots unless the design and location thereof are in harmony with existing structures and locations within said tract of real estate and do not violate any of the protective covenants and restrictions contained herein.
8. No building or structure shall be located closer than 35 feet from the front of said lots with the exceptions of Lots 1 and 2 in Block One, Lots 13, 14, 15 and 16 in Block Two, and Lots 27 and 28 in Block Three if the residences located on any of said lots face other than north or south. If the houses located on said excluded lots face the east then the setback shall be 20 feet. If the houses on any of said excepted lots face the corner of said lot then they shall be set back at least 20 feet on both lot sides.
9. All property owners shall be required to construct sidewalks on their said property within 6 months after the occupancy of the residence thereon, the specifications, size and location of said sidewalks to be at the direction of the Woodbine Town Council.
10. If the owners of Lots 1, 14, 15 and 28 desire access to the east to the local road they shall be required to construct a drive with a curb meeting the specifications of the Woodbine Town Council.
11. That no structure shall be located within 10 feet of the edge of the owners property with the exception of any over hang to said structure which is permissible.
12. That each residence shall provide for off-street parking, which may be in the manner of a drive, of at least 225 square feet per residence, said area to be measured from the curb, and all driveways must be rocked or of a hard surface nature.
13. Each lot will be subject to an easement in favor of the Town of Woodbine, its successors, and assigns for the right of said Town of Woodbine to construct, operate and maintain underground power lines and the necessary facilities in connection therewith, said easement to be five feet in width from all lot lines in the First Addition to Fischer's Happy Homes Addition to Woodbine, Iowa, with the exception of the North line of Block Three (3) and the South line of Block One (1) which easement is 10 feet in width.
14. All of the protective covenants and restrictions contained herein are hereby deemed to run with the land and shall be binding upon all parties and persons claiming

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by through or under the owners and proprietors of said real estate until January 1, 2050, at which time said covenants shall be automatically and without any action of any persons or governmental agencies extended for successive periods of ten (10) years, unless, by agreement of the majority of the then owners of the said lots, it is agreed to change the said covenants in whole or in part; provided however, that said agreement shall not become effective until said changes have first been approved by the Town Council of the Town of Woodbine, Iowa, if the same shall exist at said time.

15. If the proprietors and owners of said lots, or any of the, or their heirs, successors and assigns shall in any way violate or attempt to violate any of the protective covenants or restrictions contained herein it shall be lawful for the grantors herein or their heirs, successors or assigns, or any other persons or organizations owning any lot or lots within said Fischer's Happy Homes Addition to the Town of Woodbine, Iowa, or the Town Council of the Town of Woodbine, Iowa, or its successor to prosecute any proceedings at law or inequity against the person or persons or organizations violating or attempting to violate any of said protective covenants and restrictions and to prevent him or them from so doing and to recover damages or other relief for said violations.

16. The invalidation of any of the protective covenants and restrictions contained herein by judgment or other Court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

Dated this 7th day of August, 1972.

Jessie M. Fischer  
Jessie M. Fischer

STATE OF IOWA )  
                  ) ss.  
HARRISON COUNTY)

On the 7th day of August, 1972, before me the undersigned, a Notary Public in and for said County and State, personally appeared Jessie M. Fischer, a single person, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Gary J. Altwegg  
Gary J. Altwegg, Notary Public  
in and for Harrison County, Iowa.

(GARY J. ALTWEGG-NOTARIAL SEAL)

#1450 Fee \$14.50  
TOWN OF WOODBINE  
TO  
THE PUBLIC



Filed for record August 9, 1972; 2:13 P.M.  
Leeta M. Grap, Recorder

ACCEPTANCE OF PLAT AND DEDICATION  
CERTIFICATION OF RECORD

STATE OF IOWA )  
                  ) ss.  
HARRISON COUNTY)

I the undersigned Robert Stewart, hereby state that I am the Town Clerk of Woodbine, Iowa, and that attached hereto is a true and correct copy of the Resolution of acceptance of the plat and dedication of the "First Addition to Fischer's Happy Homes Addition to the Town of Woodbine, Iowa," and that said records are copies of the original records of the Town of Woodbine, Iowa, as spread upon the minutes of the meeting and signed by the Mayor and Town Clerk as provided by law.

Dated this 7 day of August, 1972.

Robert Stewart  
Robert Stewart

On this 7th day of August, 1972, before me, the undersigned, a Notary Public, appeared, Robert Stewart, to me personally known, who, being by me duly sworn, did say, that he is the Town Clerk of Woodbine, Iowa, and that the instruments attached hereto are the true and correct copies of the proceedings of the Town of Woodbine.

Gary J. Altwegg  
Gary J. Altwegg Notary Public in  
and for Harrison County, Iowa.

(GARY J. ALTWEGG-NOTARIAL SEAL)

RESOLUTION OF ACCEPTANCE OF PLAT AND DEDICATION OF FIRST ADDITION TO  
FISCHER'S HAPPY HOMES ADDITION TO THE TOWN OF WOODBINE, IOWA.

WHEREAS, Jessie M. Fischer, a single person, has submitted to the Town Council of the Town of Woodbine, Harrison County, Iowa, a plat and dedication for Fischer's Happy Homes Addition to the Town of Woodbine, Iowa, of a certain tract of land which is described in the plat of said land a copy of which is attached to this resolution and is made a part hereof by reference the same as if set out in full herein and, which plat shows that said described land has been divided into lots with streets as shown therein and named on said plat, said plat and dedication, dedicating to the Town and to the public the streets shown on the plat and the owner having requested that the dedication of said street and platting be accepted, and

WHEREAS, Section 409.5 of the 1971 Code of Iowa authorizes the Town Council and the Code of Iowa empowers the Town Council to accept said plat and dedication, and

WHEREAS, the Town Council having discussed said matter, it is Resolved by the Town Council of the Town of Woodbine, Iowa, that said plat and dedication of Fischer's Happy Homes Addition to the Town of Woodbine, Iowa, and the streets shown therein be accepted,



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approved, ratified and confirmed under the authority of Section 409.5 of the 1971 Code of Iowa, subject to the following:

The owner shall be required to construct the sewer and water lines as shown on said plat and shall be required to grade and rock a 30 foot road with concrete curbs and gutters, leaving a parking of equal size on both sides of the street. This construction shall be completed by the owner and at the owner's expense.

The owner shall be required to initially construct at least 380 feet of sewer and water lines on 10th Street and at least 360 feet of curb, gutter, grading and rock surfacing. The owner shall be required to complete the balance of said sewer, water, street, curb and gutter construction on 10th Street as said area develops.

The construction on 11th Street may be completed by the owner as said area develops, but that at least 380 feet of sewer and water lines and 360 feet of curb, gutter, grading and rock surfacing must be completed in the first step of construction thereon when 11th Street is started, with the remainder of 11th Street to be completed as it develops thereafter. The owner shall not be required to place any curb and gutter or do any road construction on the street lying on the east side of said Fischer's Addition. It was moved by Councilman Hammack, and seconded by Councilman Davis that the above resolution be adopted.

Upon roll call vote all members present voted Aye and said Resolution was declared adopted on this 7th day of August, 1972, at a regular meeting of the Town Council of Woodbine, Iowa.

Councilmen present were: Hammack, Davis, Boustead and Kenkel; Absent: Argotsinger.

(SEAL-TOWN OF WOODBINE)

ATTEST: Robert Stewart

Robert Stewart Town Clerk

TOWN OF WOODBINE, IOWA

By Zell L. Millard

Zell L. Millard Mayor.

DEDICATION OF PLAT AND PROTECTIVE COVENANTS AND RESTRICTIONS FOR  
FIRST ADDITION TO FISCHER'S HAPPY HOMES ADDITION TO THE TOWN OF WOODBINE, IOWA.

1. Jessie M. Fischer, a single person, being the owner and proprietor of certain real estate within and comprising what shall be known as "Fischer's Happy Homes Addition to the Town of Woodbine, Iowa" which is described in and shown in the plat which is attached hereto and made a part hereof and incorporated herein by reference, said plat having been made by and under the direct personal supervision of T. E. Martin, a duly registered professional engineer/July 31, 1972, and I hereby plat and dedicate the land and streets shown in said plat to the public and hereby covenant and agree for the benefit of myself and any and all future owners of said real estate or portions thereof that said real estate will be encumbered by and be subject to the following protective covenants and restrictions, which protective covenants and restrictions shall become effective as of the date of filing hereof in the office of the County Recorder of Harrison County, Iowa, to-wit:

1. That the parcels of real estate comprising said "Fischer's Happy Homes Addition to the Town of Woodbine, Iowa" shall be known, described and used solely for residential purposes, and no structure erected thereon other than one detached single family dwelling not to exceed two and one half stories in height with an attached or detached one-car, two-car or three-car garage.

2. That no camper, trailer, mobile home, or mobile home type residence whether on wheels or placed on a permanent foundation and whether in one unit or in multiple units, no temporary home, basement, tent, shack, garage, barn or other out buildings shall be erected or located on any of said real estate at any time nor shall the same be used at any time as a residence temporarily or permanently nor shall any building or residence/ temporary character be permitted or located in said "Fischer's Happy Homes Addition to the Town of Woodbine, Iowa."

3. All structures in said addition shall be of new construction.

4. No single family residence building shall be erected on any lot on said real estate, which shall have ground floor square foot area of less than 900 square feet in the case of a one-story structure, nor less than 750 square feet in the case of a one-and-one-half or two-story or two-and-one-half story structure, exclusive of garage area.

5. Title-holders of each of said lots, whether the same be vacant or improved, shall keep said lots free of all weeds, debris, refuse, abandoned or salvage automobiles or vehicles.

6. No noxious or offensive trade shall be carried upon any of said lots nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No building shall be erected on any of said lots unless the design and location thereof are in harmony with existing structures and locations within said tract of real estate and do not violate any of the protective covenants and restrictions contained herein.

8. No building or structure shall be located closer than 35 feet from the front of said lots with the exceptions of Lots 1 and 2 in Block One, Lots 13, 14, 15 and 16 in Block Two, and Lots 27 and 28 in Block Three if the residences located on any of said lots face other than north or south. If the houses located on said excluded lots face the east then the setback shall be 20 feet. If the houses on any of said excluded lots face the corner of said lot then they shall be set back at least 20 feet on both lot sides.

9. All property owners shall be required to construct sidewalks on their said property within 6 months after the occupancy of the residence thereon, the specifications, size and location of said sidewalks to be at the direction of the Woodbine Town Council.

10. If the owners of Lots 1, 14, 15 and 26 desire access to the east to the local road they shall be required to construct a drive with a tube meeting the specifications of the Woodbine Town Council.

11. That no structure shall be located within 10 feet of the edge of the owners property with the exception of any over hang to said structure which is permissible.

12. That each residence shall provide for off-street parking, which may be in the manner of a drive, of at least 225 square feet per residence, said area to be measured from the curb, and all driveways must be rocked or of a hard surface nature.

13. Each lot will be subject to an easement in favor of the Town of Woodbine, its successors, and assigns for the right of said Town of Woodbine to construct, operate and maintain underground power lines and the necessary facilities in connection therewith, said easement to be five feet in width from all 10' lines in the First Addition to Fischer's Happy Homes Addition to Woodbine, Iowa, with the exception of the North line of Block Three (3) and the South line of Block One (1) which easement is 10 feet in width.

14. All of the protective covenants and restrictions contained herein are hereby deemed to run with the land and shall be binding upon all parties and persons claiming by through or under the owners and proprietors of said real estate until January 1, 2050.

← ← COVS

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at which time said covenants shall be automatically and without any action of any persons or governmental agencies extended for successive periods of ten (10) years, unless, by agreement of the majority of the then owners of the said lots, it is agreed to change the said covenants in whole or in part; provided however, that said agreement shall not become effective until said changes have first been approved by the Town Council of the Town of Woodbine, Iowa, if the same shall exist at said time.

15. If the proprietors and owners of said lots, or any of the, or their heirs, successors and assigns shall in any way violate or attempt to violate any of the protective covenants or restrictions contained herein it shall be lawful for the grantors herein or their heirs, successors or assigns, or any other persons or organizations owning any lot or lots within said Fischer's Happy Homes Addition to the Town of Woodbine, Iowa, or the Town Council of the Town of Woodbine, Iowa, or its successor to prosecute any proceedings at law or inequity against the person or persons or organizations violating or attempting to violate any of said protective covenants and restrictions and to prevent him or them from so doing and to recover damages or other relief for said violations.

16. The invalidation of any of the protective covenants and restrictions contained herein by judgment or other Court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

Dated this 7th day of August, 1972.

Jessie M. Fischer
Jessie M. Fischer

STATE OF IOWA )
) ss.
HARRISON COUNTY)

On the 7th day of August, 1972, before me the undersigned, a Notary Public in and for said County and State, personally appeared Jessie M. Fischer, a single person, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Gary J. Altwegg
Gary J. Altwegg, Notary Public
in and for Harrison County, Iowa.

(GARY J. ALTWEGG-NOTARIAL SEAL)

#1451 Fee \$4.50
COUNTY OFFICIALS
TO
THE PUBLIC



Filed for record August 9, 1972; 2:14 P.M.
Leeta M. Grap, Recorder

CERTIFICATIONS OF COUNTY OFFICIALS

Re: Real estate described as follows, to-wit:
Beginning at the northeast corner of the southeast Quarter
of the northeast quarter in Section 15 Township 80 N.
Range 42 W., Harrison County, Iowa; thence running west
660 feet to an iron pin; thence running south 660 feet
to an iron pin; thence running east 660 feet to an iron
pin; thence running north 660 feet to the point of beginning,
containing 10 acres more or less all in Harrison County, Iowa.

STATE OF IOWA )
) ss.
HARRISON COUNTY)

I the undersigned Beverly Petersen, hereby state upon oath, that I am the Deputy Treasurer of Harrison County, Iowa, and that Bill D. Owens is Treasurer. That I have checked the records and files of the Harrison County Treasurer's Office and that there are no taxes due and owing on the above described real estate and that there are no tax liens on said real estate.
Dated this 8th day of August, 1972.

Beverly Petersen
Beverly Petersen, Deputy Treasurer
Beverly Petersen, to me known to be the Deputy Treasurer
of Harrison County on the date last noted above before the undersigned Notary Public.
Gary J. Altwegg
Gary J. Altwegg Notary Public

(SEAL-TREASURER OF HARRISON COUNTY)

Subscribed and sworn to by Beverly Petersen, to me known to be the Deputy Treasurer of Harrison County on the date last noted above before the undersigned Notary Public.

(GARY J. ALTWEGG-NOTARIAL SEAL)

I the undersigned Faye M. Dow hereby state upon oath, that I am the Clerk of Court for Harrison County, Iowa and that I have checked my records and files concerning the above described real estate and find that said real estate is free from all judgments, attachments, mechanics' liens or other liens as appears by the records in my office.
Dated this 8th day of August, 1972.

Faye M. Dow
Faye M. Dow, Clerk

(SEAL-SEAL OF THE DISTRICT COURT)

Subscribed and sworn to by Faye M. Dow on the date last noted above before me the undersigned Notary Public.

(GARY J. ALTWEGG-NOTARIAL SEAL)

Gary J. Altwegg
Gary J. Altwegg Notary Public

I the undersigned Leeta M. Grap hereby state upon oath, that I am the Recorder for Harrison County, Iowa. That I have checked the records and files in the Recorder's