

102-107B

Country Ridge Estates

COMPARED

DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR COUNTRY RIDGE ESTATES

THIS DECLARATION, made on the date hereinafter set forth by MORTGAGE LOANS OF AMERICA, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, the Declarant is the owner of the following described real property,

- Lots 1 through 19, inclusive, in Country Ridge Estates, a subdivision as surveyed, platted and recorded in Pottawattamie County, Iowa, and

WHEREAS, the Declarant will convey said Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described in Article I.C., below, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots in the Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, and they shall inure to the benefit of each Owner thereof and the Owners of all other Lots in the Properties.

ARTICLE I
DEFINITIONS

- "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- "Properties" shall mean and refer to all Lots in Country Ridge Estates, a subdivision as surveyed, platted and recorded in Pottawattamie County, Iowa.
- "Lot" shall mean and refer to Lots 1 through 19, inclusive, in Country Ridge Estates, a subdivision as surveyed, platted and recorded in Pottawattamie County, Iowa.
- "Declarant" shall mean and refer to Mortgage Loans of America, LLC, a Nebraska limited liability company, and its successors and assigns.
- "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.

ARTICLE II
ARCHITECTURAL CONTROL

- No dwelling, fence, (other than fences constructed by Declarant), wall pathway, driveway, patio, cover or enclosure; deck, swimming pool, television or radio antenna, satellite dishes, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

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B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, site and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earth tone hues will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which It determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be Included in the Improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.
2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.
3. Evidence of approval of "Soil Erosion Plan" by the West Pottawattamie County Soil & Water Conservation District.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

ARTICLE III
RESTRICTIONS FOR RESIDENTIAL DWELLINGS

A. Residential Lots. Lots 1 through 19 inclusive, shall be subject to the following restrictions.

1. The Lot shall be used only for residential purposes and no Lot shall contain more than one (1) dwelling unit.
2. Each dwelling unit shall conform to the following requirements,
 - a. Each one story dwelling unit shall contain no less than 1,500 square feet of Living Area above the basement level and exclusive of garage area.
 - b. Each one and one-half or two story dwelling unit shall contain no less than 2,000 square feet of total Living Area above the basement level with a minimum of 1000 square feet on the main floor, exclusive of garage area.
 - c. Other dwelling unit styles not described in a and b above will be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with other homes to be built in Country Ridge Estates in the opinion of the Architectural Control Committee in its sole and absolute discretion.

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- d. All buildings on all Lots shall comply with the setback requirements of the Zoning Code of Pottawattamie County as the same may be amended from time to time. In addition, lots 8 and 9, shall have a minimum set back of 100 feet from the West property line of each respective lot to the front of the dwelling unit.

B. General Restrictions. All dwelling units described in A above shall comply with the following restrictions.

1. All dwelling units shall have attached an enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred (400) square feet and shall be at approximately the same level as the main floor of the dwelling. Other or additional garages may be permitted at the discretion of the Architectural Control Committee. Each dwelling unit shall have a concrete driveway as wide as the garage opening and a minimum of thirty (30) feet in length. The remainder of the drive can be gravel, concrete, brick, or asphalt upon receiving approval of the Architectural Control Committee.

2. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.

3. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner Lot, are to be similarly covered with clay-fired brick. Exposed portions of the foundation on the rear or sides not facing a street of a dwelling located on a corner Lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, siding or shall be painted.

4. In the event that a fireplace is constructed as a part of a dwelling on any Lot and said fireplace and/or the enclosure for the fireplace flue, is constructed in such a manner so as to protrude beyond the outer perimeter of the front of the dwelling, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fire brick or stone. If the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the side or rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes. If more than one fireplace is planned, all shall comply with the above requirements. The part of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.

5. No fences may be built forward of the rear wall of the dwelling without the prior approval of the Architectural Control Committee and, under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, the Architectural Control Committee shall determine in its discretion which rear wall shall be applicable. Wire or chain-link fences shall be permitted.

6. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-cut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

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7. No primary flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with roofing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion.

8. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner. In addition, one horse per whole acre of land owned may be kept on the Lot.

9. All outbuildings or accessory building shall conform to the architectural design, color, and use of materials as the residence, and shall be harmonious and compatible with the subdivision. The construction of the residence must be completed or commenced prior to the erection of the outbuildings. Blueprints, plot plan, and material lists must be submitted to the Architectural Control Committee for review, and written approval by the Architectural Control Committee must be granted prior to the commencement of any construction. The use of any accessory building shall be "personal" in nature and not related to any commercial activity, and must comply with any local, county, or city jurisdiction. Outbuildings must be completed with a period of six (6) months after start of construction. The Architectural Control Committee will use the criteria listed above in its approval/disapproval process, but is not limited solely to the listed criteria.

10. No incinerator, or trash burning shall be permitted on any Lot. No garbage, trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear or side yard of the dwelling and in no case closer than ten (10) feet to the neighboring property line.

11. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage or outbuilding. For purposes of the preceding provision, "stored or maintained outside of the garage or outbuilding" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

12. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure or outbuilding intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots, where capital improvements have not yet been installed, shall be allowed to reach more than a maximum height of twelve (12) inches. The owner of record of vacant Lots will be responsible to maintain vegetation below the maximum height. Construction on the Dwelling of each Lot shall commence within a two (2) year period after the lot has been transferred from Declarant to the new owner.

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13. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time for commercial use or purposes.

14. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

15. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

16. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and rock gardens must be approved by the Architectural Control Committee.

17. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

18. No streamers, posters, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on any of said Lots, except that residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or his agents, in his development of Country Ridge Estates or signs approved by the Architectural Control Committee in writing.

19. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without approval of the Architectural Control Committee in writing and shall be subject to the Pottawattamie County Subdivision Ordinance.

20. The front, side and rear yards of all Lots shall be sodded or seeded, and one (1) tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. All yards shall be sodded or seeded and the trees planted immediately after final grading has been completed. A cover crop, such as oats or rye grass, must be used for temporary protection when delays prevent final grading activities.

21. No solar collecting panels or equipment, no wind generating power equipment shall be allowed on the Lots. No television antenna, no antenna of any kind or nature, no satellite dish shall be allowed on the Lots unless completely screened from view from every street in a manner approved by the Architectural Control Committee.

22. All homes built in Country Ridge Estates shall be connected to the rural water system, except that Lot 7 shall be allowed to utilize the existing well until such time that said well cease to function or cease to be legal, at which time said Lot 7 shall connect to the rural water system and said well plugged in accordance with the County and State regulations.

23. No private water wells shall be constructed in Country Ridge Estates.

24. Lots 18 and 19 shall not be allowed to have entrances onto Juniper Road unless Juniper Road is first hard surfaced. This restriction shall not be construed to prohibit farm machinery from accessing Lot 19 from Juniper Road to row crop the parcel until such time it is developed with a single family dwelling.

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25. A cluster mailbox receptacle servicing all lots in Country Ridge Estates shall be installed within the 66' space accessing Lot 19.

26. Evidence of individual "Soil Erosion Plan" compliance approval from the NRCS shall accompany all applications for zoning and septic permits.

C. Lot Seven (7) in Country Ridge Estates subdivision has an existing house and buildings in place. The existing house and buildings do not meet the new covenant requirements for size and set-backs and are hereby grandfathered. However, any change or construction regarding the existing home and building by current owners or subsequent owners must comply with the covenants in place, but cannot be disapproved solely on the grounds of the pre-existing grandfathered items of size and setbacks.

ARTICLE IV

Easements and Licenses

A. A perpetual license and easement is hereby reserved in favor of various utilities and their successors and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, water, heat and power and for telephone and telegraph and message services and cable television under a 10-foot strip of land adjoining the rear boundary lines of said Lots, and said license is being granted for the use and benefit of all present and future owners of said Lots. No permanent buildings shall be placed in perpetual easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

C. All Lot owners acknowledge the pre-existing easements in favor of the Rural Water District.

ARTICLE V

GENERAL PROVISIONS

A. The Declarant, or its assigns, or any Owner of a Lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than ninety percent (90%) of the lots in the Properties.

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