

**DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS
FOR
COUNTRY MEADOWS ESTATES SUBDIVISION TO HARRISON COUNTY, IOWA.**

THIS DECLARATION is made by James C. Meadows and Debra A. Meadows, husband and wife, as the Owners and Developers of the real estate to be known as **COUNTRY MEADOWS ESTATES**, a Subdivision in Harrison County, Iowa. The purpose of this Declaration is to prescribe any covenants, conditions, restrictions and easements with respect to the use of the land in Country Meadows Estates Subdivision for the purpose of providing the best and most appropriate development and improvement of each building site and for the protection of the owners of all lots in Country Meadows Estates.

NOW, THEREFORE, the Owners and Developers hereby declare that each and all of the lots in Country Meadows Estates Subdivision shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, all of which shall run with the title to each lot and shall be binding upon all parties having or acquiring any right, title or interest in each lot.

1. Residential Use. All lots sold within the subdivision shall be for single family residence dwellings only, and no lot shall be subdivided. If a lot owner also owns an adjoining lot, all or a part of said adjoining lot may be sold to the owner of a lot adjacent to the lot to be conveyed; but by doing so, the lot or part of the lot will become or remain part of the seller's adjacent lot and both buyer and seller must thereafter develop, occupy and sell their entire parcels as single lots.

2. Dwelling Size, New Materials, and Foundations. No dwelling shall be constructed, erected or maintained which does not have a minimum of 1,200 square feet of living space on the main floor or 1,500 total square feet for split level or two level dwellings, excluding garage. All homes shall be a minimum of 24-feet wide. Garages shall be a minimum of 2 stalls and 400 square feet, which may be under the home, attached or detached. All dwellings shall be of new materials, new construction, and permanently set on a basement foundation. The basement foundation shall be a minimum of 8 feet in height and no less square footage than the main floor of the house, with Lot 1 being exempt from said requirement. Homes with a garage built under the house may use that square footage towards the minimum required. No structures shall be moved in onto any lot from any other lot within or from the outside of the above-described property. Modular or manufactured homes of new construction may be placed on a new basement foundation provided they meet all of the above. Developer must approve home plans or designs prior to construction.

3. Outbuildings. Any structure, fence or other improvement must conform with the architecture of the main house, with Lot 15 exempt from said requirement. Any detached garage, workshop or storage building must have its outside finish materials similar to those used on the residence and shall not exceed 40 feet by 60 feet in size, or 25 feet in height. Metal buildings shall be allowed provided they match the exterior colors of the home. It shall be the responsibility of the lot owner to properly maintain the exterior of any and all structures upon the lot. Any structure which suffers major exterior damage by fire, wind, neglect or other cause shall be repaired or removed within ninety (90) days. Outbuildings shall not be counted as a garage for the minimum garage requirements.

4. Setbacks. No construction of any home, shed, garage or any other similar building shall take place within 25 feet of any road or property border. However, the owners of Lots 7 and 8 may build a shed, garage or any other similar building with 15 feet of the boundary line between 2 said lots.

5. Fencing. Any fence constructed shall not exceed 6 feet in height and no barbed wire fencing shall be allowed. Any exterior fencing surrounding the subdivision shall be maintained by the owners of lots within the subdivision, each lot owner being responsible for such cost. The owner of the adjacent land outside of the subdivision will be responsible for one-half of fencing costs in most cases.

6. Animals/Livestock. Family pets are allowed within the subdivision and owners may keep one horse per acre owned and erect a suitable stable therefore. No livestock, including poultry, shall be allowed. No animals, including pets, shall be kept as a commercial project and no dog kennels shall be allowed except for the household pet. All animals shall be kept on a leash or within a pet containment system at all times.

7. Construction Period. All construction shall be completed within one year from the start thereof. Grading, seeding or sodding of the lawn areas must be completed within 180 days after final construction of home. During construction, no unnecessary building materials, large piles of fill or trash shall be permitted to remain on any lot in the subdivision. Construction of the house must be completed prior to moving in. Dwelling in the house after construction but during the grading, seeding and /or sodding is permitted.

8. Driveway Minlimums. All lots in the subdivision shall have a minimum of a graveled driveway with a minimum width of 12 feet extending from the main road to the garage. The driveway shall be completed no later than 60 days after the residence is completed and prior to occupancy. Use of the street shall be exclusively for access to dwellings within the subdivision. Driveway maintenance will be the sole responsibility of lot owner.

9. Utility Easements. A ten-foot (10') easement is reserved along the front (inside the right of way) of all lots and a five-foot (5') easement is reserved along the remaining boundaries for utilities. Lot 1 is served by a utility easement.

10. Utilities. All utilities within the subdivision shall be below ground. Lot owners shall bear all cost of running secondary service from the primary residence to

any additional structures or buildings such as detached garages or other buildings as may be permitted herein. It is understood the Owners and Developers shall provide primary service to each lot, and that the lot owner shall bear all cost of providing the utility to the home or buildings on the lot.

11. Garbage/Trash. All garbage and trash shall be kept in covered containers of a design that precludes the possibility of creating a nuisance of any kind, and shall be screened from public view, except on collection day.

12. Signs. No signs or posters of any kind shall be displayed for public view except signs of not more than twelve (12) square feet used by the builder to advertise the property during construction, or by a real estate agent or the home owner to advertise the property for sale after construction of a residence.

13. Fuel Tanks. All fuel tanks shall be installed and maintained pursuant to the laws and safety regulations applicable thereto. Any fuel tanks installed above ground shall be placed and then camouflaged, covered, or hidden by fences, shrubs, or otherwise, in such a manner that they cannot be totally viewed from the adjoining lots or the roadway.

14. Satellite Dishes. Satellite receiver dishes over 2 feet in diameter shall be placed in the rear yard behind the house. Satellite receiver dishes less than 2 feet in diameter may be placed in any location on the property, keeping in mind the requirement for underground cable and wiring.

15. Septic Tanks. All dwellings must connect to a sanitary septic system approved by Harrison County.

16. Lot Maintenance. Any lot being purchased, whether it is built upon or not, shall be maintained in a manner that is in keeping with the other unsold lots in the development in regard to brush, weeds, trash, and any other unsightly refuse.

17. Vehicles. No heavy trucks, tractors, utility vehicles, or any commercial vehicle, weighing more than 10,000 lbs. (gvw) are allowed in the subdivision without the consent of the Owners and Developers or Homeowner's Association shareholders. Tractors, utility vehicles under this weight shall not be permitted to be parked on any lot or anywhere in the subdivision for more than 48 hours unless stored in a garage or shed. Pickups and lawn tractors are permitted.

18. Trailers/Temporary Structures. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at anytime be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Provided, however, nothing herein shall restrict Developer or its assigns from locating, constructing or moving a temporary real estate and/or construction office on any building site in the properties to be used during the period of construction on and sale of the lots within the properties. Developer or its assigns may also erect and maintain model homes for sales purposes, and rental and lease purposes, and may operate such office or offices therein for so long as it deems necessary for the purpose of selling, renting or leasing the properties of the subdivision.

19. Noxious/Offensive Activity. No noxious or offensive activity shall be carried on upon any lot contained herein, nor shall anything be done thereon which may become a nuisance to the neighborhood including, but not limited to the creation of motocross, ATV or dirt race tracks that could cause serious erosion problems. No debris, junk, wrecked boats or vehicles, or any unsightly accumulation of materials shall be allowed on the premises.

20. Drainage. Lot Owners shall immediately correct any drainage problems which they may be responsible for which adversely affect any other area, road or trail. Culverts of adequate size to carry reasonably foreseeable storm runoff shall be installed and properly maintained under any driveway crossing a drainage ditch.

21. Private Roads in Subdivision. In order to maintain privacy and security, the private roads, being 297th Place, Land View Lane and Lazy Meadow Lane, located within the subdivision shall not be used by any parties other than the owners of the lots and their invitees without the authority of the Homeowner's Association, but for the rights of the Trustees of St. John's Township, and to patrons and families of patrons to the cemetery known as Frazier Cemetery, which rights are set forth in an Easement Agreement between the Owners and Developers and the Township Trustees of St. John's Township which is recorded in Book 2005, Page 0623 of the Records of Harrison County.

22. Maintenance of Private Roads – Homeowner's Association. The Owners and Developers shall be responsible for the maintenance and snow removal on the private roads through the subdivision until ten (10) lots are sold, after which the owners are entirely responsible for snow removal and maintenance. After ten (10) lots are sold, the lot owners shall organize a Homeowner's Association for the maintenance and snow removal of the private roads and for the enforcement of the covenants set forth in this Declaration; and upon purchase of a lot, every lot owner shall automatically become a member of Homeowner's Association as established herein, which membership shall continue until the lot owner no longer holds property or until the lot owner assigns his or her interest therein.

Said Homeowner's Association shall have the authority to make assessments against each owner for said maintenance and shall also have the authority to make all rules and regulations necessary in regard to the collection of the assessments, including, but not limited to, the right to impose a lien against the lot for any lot owner who fails to pay any such assessments. Lots 2 and 15 shall not be subject to an assessment for maintenance of the private roads for so long as the owners use entrances to said lots off Liberty Avenue.

The Association shall have two classes of voting membership consisting of the following:

Class A. Class A members shall be all lot owners with the exception of the Owners and Developers, and shall be entitled to one vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B member(s) shall be the Owners and Developers and shall be

entitled to two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equal eighty percent (80%) of the total votes outstanding for both classes of membership, or
- b. Ten (10) years after the date of filing of this Declaration, or
- c. The written direction of Owners and Developers

All roads within the subdivision shall be maintained as a gravel road with a minimum of 24 feet in width. The Homeowner's Association will be responsible for the following:

- Determining what maintenance is necessary
- Contracting for repairs or improvements
- Estimating the cost of maintenance in advance
- Notifying property owners what they owe
- Depositing funds in a separate bank account.

Each property owner (the sole or collective owners of one lot) shall pay, on a pro-rata basis, the cost of maintaining roads within the subdivision, including:

- Mowing, grading, gravel, rock and associated labor to fill ruts, holes, washed-out sections, and ground sections disturbed by utility work
- Replacement or improvement of drainage paths and culverts
- Removal of debris.

If any owner causes extraordinary wear and tear on any subdivision road by building, well drilling, delivery of equipment or supplies, or other heavy use, that owner shall be responsible to pay such extraordinary cost of maintenance.

23. Commercial Use of Lots. No commercial use of any lot shall be permitted which can be seen, heard, smelled, or otherwise detected from any lot line which jeopardizes the peace, privacy or security of any other lot owner.

24. Easement for Maintenance of Frazier Cemetery Fence. All lots which border on the Frazier Cemetery shall be subject to an easement in favor of the Township Trustees for the maintenance of any fence constructed by the cemetery over the 2 feet of the lot nearest its boundary line with the cemetery.

25. Easement to Harrison County. Each lot is subject to an easement in favor of Harrison County for the right to travel over that portion of any lot and to bring any necessary equipment onto said lot for the purpose of maintaining the right-of-way for the private roads through the subdivision should said roads ever become a part of the Harrison County road system.

26. Covenants to Run with Lots. These covenants shall run with the land and lots, and shall be binding upon all parties and all persons claiming under them for a period of Twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10)

