

**DECLARATION OF RESTRICTIVE COVENANTS
FOR
EAGLE LANDING**

The undersigned, HLH Development, L.C., an Iowa corporation owners of Eagle Landing, an addition to the City of Underwood, Pottawattamie County, Iowa hereby declare that in order to provide for the proper development of Eagle Landing and each and every lot therein, to protect the owners of such lots, and to insure the future value, beauty and use of Eagle Landing as a restricted residential area, that the following restrictions shall be adhered to:

1. All lots described herein shall be known, described and used solely for single-family residential purposes. No unattached structures shall be erected larger than 10' x 12', single story only, without mutual consent of the Board of Directors of HLH Development, L.C. and the City of Underwood.
2. The keeping of a mobile home or motor home, either with or without wheels, on any parcel of property covered by these covenants is prohibited unless housed within the family garage. A motor boat, houseboat, or similar waterborne vehicle may be maintained, stored, or kept on any parcel of property covered by these covenants, only if housed completely within the family garage. No trailers of any kind shall be stored on any lots other than those inside the family garage. No vehicle of any kind shall be stored on any lot unless inside the family garage.
3. No fence may be constructed over or across any drainage easement or in front of the building lot setback line.
4. All trash, garbage, or other wastes shall be kept only in sanitary containers or receptacles and all incinerators or other equipment kept for the storage or disposal of trash, garbage and other wastes shall be kept in a clean and sanitary condition.
5. Mobile homes and modular homes are prohibited in Eagle Landing. All building plans shall be approved in writing by the Board of Directors of HLH Development, L.C. Prior to the commencement of any construction, footing elevations, in relation to street or curb, must also be so approved.
6. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. The covenants shall be automatically extended for a successive period of ten (10) years unless by vote of the then owners of a majority of the building sites covered by these covenants. The property owners may agree to amend or change such covenants in whole or in part after the twenty five (25) year period has expired.

Alan E. Hedegaard, pres.
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HLH Development, L.C.

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