

Hickory Ridge - Mills Co

COVS
384 - 618

Preparer: James A. Thomas, Peters Law Firm, P.C., P O Box 189, Glenwood IA 51534, phone 712-527-4877

Hickory Ridge Lots 1-72 Protective Covenants

The covenants contained herein are declared to run with the land and shall be binding upon the present and future owners of all or any part of the following described real estate:

A parcel of land located in part of the SW1/4 SW1/4 of Section 11, and in part of Lots 18 and 20, and all of Lot 19 of the NE1/4 NW1/4, and in part of Lot 22 of the NW1/4 NW1/4, and in part of Lot 23 of the SW1/4 NW1/4, and in part of Lots 24 and 25 of the SE1/4 NW1/4 of Section 14, together with a part of the NE1/4 NE1/4 of Section 15, all located in Township 72 North, Range 43 West of the 5th Principal Meridian, Mills County, Iowa, said parcel being more fully described as follows:

Commencing at the Southwest Corner of said Section 11; thence N00°13'43"E along the West line of said SW1/4 SW1/4 a distance of 11.20 feet to the Point of Beginning; thence continuing N00°13'43"E along said West line a distance of 119.64 feet to a point on the centerline of the Glenwood Connection, said point being on a curve concave Southeasterly having a central angle of 49°00'00" and a radius of 1909.86 feet; thence Northeasterly along said centerline and along a portion of said curve an arc length of 59.15 feet with a chord bearing and distance of N49°02'12"E, 59.15 feet; thence S52°11'00"E a distance of 199.15 feet to the Southeasterly right-of-way line of said Glenwood Connection; thence S17°51'36"E a distance of 52.34 feet to the North line of said NW1/4 NW1/4; thence S89°22'48"E along said North line a distance of 1093.78 feet to the Northeast Corner of said NW1/4 NW1/4; thence S00°13'46"W along the East line of said NW1/4 NW1/4 a distance of 707.99 feet; thence S35°27'39"E a distance of 34.03 feet; thence S36°47'29"E a distance of 550.67 feet to the centerline of a ditch; thence S58°48'28"E along said centerline a distance of 327.77 feet; thence S61°18'51"E along said centerline a distance of 767.36 feet to the East line of said SE1/4 NW1/4; thence S00°24'18"W along said East line a distance of 267.09 feet; thence N89°53'06"W a distance of 1215.61 feet to the Northeasterly right-of-way line of Relocated Primary Road No. U. S. 34; thence N44°22'03"W along said right-of-way line a distance of 762.16 feet; thence N43°55'46"W along said right-of-way line a distance of 672.81 feet; thence N39°55'00"E a distance of 141.97 feet; thence N49°19'18"E a distance of 97.01 feet; thence N10°57'26"E a distance of 76.67 feet; thence N09°23'05"W a distance of 135.55 feet; thence N55°34'33"W a distance of 665.58 feet to the Southeasterly right-of-way line of Hillman Road; thence N39°35'44"E along said right-of-way line a distance of 260.16 feet to the North line of said NW1/4 NW1/4; thence N89°22'48"W along said North line a distance of 207.46 feet; thence N44°22'17"W a distance of 15.84 feet to the Point of Beginning. Said parcel contains 52.02 acres, more or less, including presently established county road right-of-way (0.52 acres), and is subject to easements of record. Note: The North line of the NW1/4 of said Section 14 is assumed to bear S89°22'48"E for this description.

Record

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1. If the present or future owners of any said lots, or their grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

2. Each lot shall contain one single family residence with at least a two car attached garage or a two car garage under the residence:

- a. Lots 1 through 34 shall have a minimum square footage of:
 - i. 950 square feet, ranch style, main floor living area.
 - ii. 950 square feet, split entry style, main floor living area.
 - iii. 1050 square feet, tri-level style, main floor and upstairs living area.
 - iv. 1050 square feet, one and a half story style, main floor and upstairs living area.
 - v. 1050 square feet, two story, main floor and upstairs living area.
 - vi. 1050 square feet, multi-level style, main floor and upstairs living area.
- b. Lots 35 through 59 and 61 through 72 shall have a minimum square footage of:
 - i. 1250 square feet, ranch style, main floor living area.
 - ii. 1250 square feet, split entry style, main floor living area.
 - iii. 1450 square feet, tri-level style, main floor and upstairs living area.
 - iv. 1450 square feet, one and a half story style, main floor and upstairs living area.
 - v. 1600 square feet, two story, main floor and upstairs living area.
 - vi. 1450 square feet, multi-level style, main floor and upstairs living area.

3. In constructing residences and attached garages on all lots, the City of Glenwood set backs will apply. The residence/garage building and all accessory buildings shall not exceed 40% of the total square footage of the lot. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. All buildings constructed in Hickory Ridge shall be so construed as to blend in harmoniously with existing homes, including color and material.

5. No dwelling or detached building shall be erected on any lot until the owner of said lot has obtained approval of the building plan and site plan, color and location of the house on the lot of such dwelling from the signers of these covenants, their heirs, assigns or until the developer assigns this duty over to the

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future home owners association. A city building permit must be acquired before any construction on any lot, ex: home, shed, fence, driveway, and sidewalk.

6. The lot owners in Hickory Ridge Subdivision shall comply with the City of Glenwood zoning, R-2 zone.
7. At the time a new home is constructed on a lot, the builder or new owner is responsible to place a sidewalk in the front of the lot and on the side of corner lots according to city standards.
8. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage, and the storage or parking of cars, trucks, equipment or other machinery shall likewise be prohibited for any period longer than 15 days.
9. No basement, tent, shack, garage, barn or other outbuildings erected on said real estate shall at any time be used as a residence temporarily or permanently, or shall any structure of a temporary character be used as a residence.
10. There are no fences allowed in the front yards of Hickory Ridge Subdivision. Any type of fence constructed behind the residence front set back line cannot exceed six feet and must comply with the city fence permitting process and regulations.
11. Personal in ground swimming pools must be in rear or on side of house. Pool must comply with City of Glenwood codes, 6 foot fence surrounding pool.
12. All driveways from the street to the home and/or garage are to be constructed of concrete, asphalt or brick.
13. No satellite dishes are to be installed in the front yard of the respective lots.
14. No campers, no boats, no motorized homes, and no utility trailers shall be allowed on the premises for more that three consecutive days and no more than ten days in a year. Campers, boats, motorized homes, and utility trailers must be stored in a garage or storage shed.
15. Each owner shall be responsible to maintain their premises free from all junk, abandoned cars and accumulated debris.
16. Each individual lot owner shall be responsible for controlling erosion and runoff on their lot per the Hickory Ridge erosion control plan. The homeowner may contact their soil and water conservation district to get additional recommendations for Erosion Control Methods.
17. Family pets are the only animals allowed in Hickory Ridge Subdivision. No Pit Bull dogs or dogs with Pit Bull breeding allowed in Hickory Ridge Subdivision. No Commercial pet operations are allowed in Hickory Ridge Subdivision.

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18. Out lot A and Out lot B will be deeded to the Hickory Ridge Home Owners Association. The developer, their heirs, their assigns, will be responsible for maintaining the drainage pipes and detention ponds for 10 years. The 10 years begins once the final plat has been recorded. After the 10 years, the Home Owners Association will be responsible for the maintenance and enjoyment of Out lot's A and B.
19. The developer will construct a neighborhood pool on lot 60, with in two years of the final plat recorded date. There will be a home owners association assembled for lots 35 through 59 and 61 through 72 to pay for maintenance and upkeep of the pool facilities.
20. Owners of lots 35 - 59 and 61-72 are required to be members of the Home Owners Association and are allowed to use the Pool Facilities. The developer will deed lot 60 to the Home Owners Association upon the Home Owner Association being established.
21. The home owner's association fees are to be determined based upon the cost to operate and maintain the pool facilities on lot 60 of Hickory Ridge. The Home Owners Association will also be responsible for the maintenance of out lots A & B after 10 years of the recorded plat date.
22. Home Owners Association fee: cost of maintenance (divided by) the amount of lots that belong to the Home Owners Association = the yearly cost to belong to the Home Owners Association.
For Example: \$21,000 (cost to maintain) / 35 (amount of lots that belong) = \$600 a year divided by 12 months = \$50 a month in fees, once the pool is operating.
23. The developer has the right to amend these covenants within two (2) years of the final plat.
24. The developers, their heirs or assigns will manage the Home Owners Association for the first 10 years after it is established or until the developers, their heirs or assigns turn the responsibility over to the individual lot owners of the Home Owners Association.
25. Nothing contained in this instrument shall in any way be construed as imposing on the undersigned and liability, obligation or requirement for its enforcement.
26. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
27. Invalidation of any 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.

Signed this 1st day of May, 2007.

James R. Hughes
James R. Hughes

Monica A. Hughes
Monica A. Hughes

State of Iowa)
) ss:
County of Mills)

On this 1 day of May, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared James R Hughes and Monica A Hughes, 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.



Anne M Steele, Mills - Iowa
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

HYDEXED
RECORDED
MILLS CO.

FEB 22 2008

17.00 Fee
Vicki McClinton
Mills County Recorder

395-856

Preparer: Matthew G. Woods, Peters Law Firm, P.C., P.O. Box 189, Glenwood, IA 51534, phone (712) 527-4877

Return to: Jim Hughes RE
Glenwood

HICKORY RIDGE
(Lots 1 - 72)
Amended Protective Covenants

RE: A parcel of land located in part of the SW1/4 SW1/4 of Section 11, and in part of Lots 18 and 20, and all of Lot 19 of the NE1/4 NW1/4, and in part of Lot 22 of the NW1/4 NW1/4, and in part of Lot 23 of the SW1/4 NW1/4, and in part of Lots 24 and 25 of the SE1/4 NW1/4 of Section 14, together with a part of the NE1/4 NE1/4 of Section 15, all located in Township 72 North, Range 43 West of the 5th Principal Meridian, Mills County, Iowa, said parcel being more fully described as follows:
Commencing at the Southwest Corner of said Section 11; thence N00°13'43"E along the West line of said SW1/4 SW1/4 a distance of 11.20 feet to the Point of Beginning; thence continuing N00°13'43"E along said West line a distance of 119.64 feet to a point on the centerline of the Glenwood Connection, said point being on a curve concave Southeasterly having a central angle of 49°00'00" and a radius of 1909.86 feet; thence Northeasterly along said centerline and along a portion of said curve an arc length of 59.15 feet with a chord bearing and distance of N49°02'12"E, 59.15 feet; thence S52°11'00"E a distance of 199.15 feet to the Southeasterly right-of-way line of said Glenwood Connection; thence S17°51'36"E a distance of 52.34 feet to the North line of said NW1/4 NW1/4; thence S89°22'48"E along said North line a distance of 1093.78 feet to the Northeast Corner of said NW1/4 NW1/4; thence S00°13'46"W along the East line of said NW1/4 NW1/4 a distance of 707.99 feet; thence S35°27'39"E a distance of 34.03 feet; thence S36°47'29"E a distance of 550.67 feet to the centerline of a ditch; thence S58°48'28"E along said centerline a distance of 327.77 feet; thence S61°18'51"E along said centerline a distance of 767.36 feet to the East line of said SE1/4 NW1/4; thence S00°24'18"W along said East line a distance of 267.09 feet; thence N89°53'06"W a distance of 1215.61 feet to the Northeasterly right-of-way line of Relocated Primary Road No. U. S. 34; thence N44°22'03"W along said right-of-way line a distance of 762.16 feet; thence N43°55'46"W along said right-of-way line a distance of 672.81 feet; thence N39°55'00"E a distance of 141.97 feet; thence N49°19'18"E a distance of 87.01 feet; thence N10°57'26"E a distance of 76.67 feet; thence N09°23'05"W a distance of 135.55 feet; thence N55°34'33"W a distance of 685.58 feet to the Southeasterly right-of-way line of Hillman Road; thence N39°35'44"E along said right-of-way line a distance of 260.16 feet to the North line of said NW1/4 NW1/4; thence N89°22'48"W along said North line a distance of 207.46 feet; thence N44°22'17"W a distance of 15.84 feet to the Point of Beginning. Said parcel contains 52.02 acres, more or less, including presently established county road right-of-way (0.52 acres), and is subject to easements of record. Note: The North line of the NW1/4 of said Section 14 is assumed to bear S89°22'48"E for this description.

WHEREAS, Hickory Ridge Lots 1 - 72 Protective Covenants were declared on May 1, 2007 and filed of record on May 29, 2007 in Book 384, Pages 628-632 with the Mills County Recorder; and

Developer has the right to amend the covenants within two (2) years of the final plat; and

WHEREAS, the final plat to Hickory Ridge Subdivision is dated May 29, 2007; and

WHEREAS, pursuant to said provisions, the Developer, James R. Hughes and Monica A. Hughes, desire to amend the aforesaid covenants by making the following additional covenants.

IT IS THEREFORE DECLARED THAT THE FOLLOWING COVENANTS ARE MADE IN ADDITION TO THE EXISTING COVENANTS OF HICKORY RIDGE SUBDIVISION, AND SAID COVENANTS ARE DECLARED TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE PRESENT AND FUTURE OWNERS OF ALL OR ANY PART OF THE AFORESAID DESCRIBED REAL ESTATE:

28. In the event Lot 60 of Hickory Ridge Subdivision, once established and utilized as a swimming pool, shall no longer be utilized as a swimming pool, or shall become cost prohibitive for the Homeowners Association to maintain and operate, the Homeowners Association may, upon the approval of seventy five (75%) percent or more of the members entitled to vote, close the pool and convert Lot 60 into a park or green space for the members' benefit.

29. The clubhouse and facilities which are to be located upon Lot 60 of Hickory Ridge Subdivision may be utilized by Jim Hughes Real Estate and its associates and employees as a sales office or otherwise until said time Hickory Ridge Subdivision is fully developed.

30. Owners of Lots 1 - 34 of Hickory Ridge Subdivision shall have the option to join as "pool members" pursuant to the Bylaws of Hickory Ridge Homeowners Association and for the purpose of having access to and being able to utilize the pool and facilities located upon Lot 60 for as long as said pool is viable and operational.

31. As concerns Lots 35 through 59, 61 through 72, and notwithstanding covenant numbered 20, and as concerns Lots 35 through 59 and Lots 61 through 72 at any such time as eight (8) lots or less remained owned by the Developer and undeveloped, the Developer or their heirs or assigns shall not be required to be a member of the Homeowners Association nor be subject to any requirements, including the levy of dues or assessments, of a member of the Homeowners Association. Upon such time as any such lot shall become developed or sold, the owner of any such lot shall be a member of the Homeowners Association and subject to all its requirements.

IT IS FURTHER DECLARED THAT THE FOLLOWING COVENANTS FILED ON MAY 29, 2007 FOR HICKORY RIDGE SUBDIVISION ARE AMENDED AS FOLLOWS:

18. Covenant numbered 18 of Hickory Ridge Protective Covenants filed of record on May 29, 2007 is hereby amended to read in full as follows:

"Outlot A and Outlot B shall be deeded to the Hickory Ridge Homeowners Association. Use and enjoyment of the green spaces of Outlot A and Outlot B shall be open to and for the benefit of all residents of Hickory Ridge Subdivision. The Developer, its heirs or assigns, shall be responsible for maintaining the drainage pipes and detention ponds for a period of ten (10) years commencing on the date the final plat to Hickory Ridge Subdivision has been duly recorded. After said ten (10) year time frame, the Homeowners Association shall be responsible for all the maintenance and operations of Outlot A and Outlot B."

21. Covenant numbered 21 of Hickory Ridge Protective Covenants filed of record on May 29, 2007, is hereby amended to read in full as follows:

"Dues and assessments to members of the Hickory Ridge Homeowners Association shall be determined based upon the actual cost to reasonably and adequately maintain and operate, and improve in accord with the

applicable Bylaws of Hickory Ridge Homeowners Association, the swimming pool and facilities located upon Lot 60 of Hickory Ridge Subdivision and, as becomes applicable, the costs to operate, maintain and improve as reasonably necessary Outlots A and B to Hickory Ridge Subdivision.

22. Covenant numbered 22 of Hickory Ridge Protective Covenants filed of record on May 29, 2007 is hereby deleted and voided in its entirety and held for naught.

All provisions of Hickory Ridge Protective Covenants filed in Book 384 Page 618-632 on May 29, 2007 shall remain in full force and effect, except as specifically set forth herein, and nothing in these Amended Protective Covenants shall be considered or construed to alter or modify the same except as specifically set forth above.

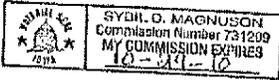
Signed this 20th day of February, 2008.

James R. Hughes
James R. Hughes

Monica A. Hughes
Monica A. Hughes

State of Iowa)
County of Mills) ss.

On this 20 day of February, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared James R Hughes and Monica A Hughes, 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.



Sybil D. Magnuson
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

0698

INDEXED
RECORDED
MILLS CO.

RECORDED 2:30 P.M.
BK 396 PG 456-457

MAR 10 2008

#12.00 Fee pd

Debbie McClinton
Mills County Recorder

R. Hughes RE: Glenwood

Prepared: Matthew G. Woods, Peters Law Firm, P.C., P.O. Box 189, Glenwood, IA 51534, phone (712) 527-4877
Return to:

**HICKORY RIDGE
(Lots 1 - 72)
Second Amended Protective Covenants**

RE:

A parcel of land located in part of the SW1/4 SW1/4 of Section 11, and in part of Lots 18 and 20, and all of Lot 19 of the NE1/4 NW1/4, and in part of Lot 22 of the NW1/4 NW1/4, and in part of Lot 23 of the SW1/4 NW1/4, and in part of Lots 24 and 25 of the SE1/4 NW1/4 of Section 14, together with a part of the NE1/4 NE1/4 of Section 15, all located in Township 72 North, Range 43 West of the 5th Principal Meridian, Mills County, Iowa, said parcel being more fully described as follows:

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