

Prepared: James A. Thomas, Peters Law Firm, P.C., 10 N. Walnut St., Glenwood IA 51534, 712-627-4877

HORIZON VIEW SUBDIVISION

PROTECTIVE COVENANTS

These 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 SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, Township 71 North, Range 42 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 5 and the Point of Beginning; thence N00°34'01"W along the West line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 1330.33 feet to the Northwest Corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence N88°36'24"E along the North line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 1302.42 feet to the Northeast Corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence S00°08'10"E along the East line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 550.82 feet; thence N90°00'00"W a distance of 178.50 feet; thence N54°48'32"W a distance of 105.30 feet; thence S86°07'32"W a distance of 98.85 feet; thence N76°55'40"W a distance of 246.74 feet; thence S50°49'43"W a distance of 253.54 feet; thence S59°39'29"W a distance of 102.46 feet; thence S00°47'34"E a distance of 698.31 feet to the South line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence S88°29'50"W along said South line a distance of 411.48 feet to the Point of Beginning. Said parcel contains 22.93 acres, more or less, including presently established county road right-of-way (0.91 ac.), and is subject to easements of record. Note: The West line of the SW $\frac{1}{4}$ of said Section 5 is assumed to bear N00°34'01"W for this description.

1. No trailers or mobile homes or modular homes shall be allowed on the premises.
2. Swine are strictly prohibited.
3. It is understood that commercial dog kennels are strictly prohibited.
4. Each owner shall be responsible to maintain his or her premises free from all junk, abandoned cars, and accumulated debris.
5. Setbacks for building the residence and outbuildings:
 - a. Front line shall be 75 feet.
 - b. Rear line shall be 25 feet.
 - c. Side lines shall be 25 feet.
6. These covenants are to run with the land and shall be binding on all parties and

828

Horizon View
319-817

all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded

7. If the present or future owners of any of 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 covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

8. Each lot shall contain one single family residence, with minimum square footage as follows:

- A. 1000 square feet, ranch style, main floor living area, with attached garage.
- B. 1000 square feet, split entry style, main floor living area, with attached garage.
- C. 1000 square feet, split entry style, main floor living area, with garage under.
- D. 1000 square feet, tri-level style, main floor and upstairs living area.
- E. 1000 square feet, one and one-half story style, main floor and upstairs living area.
- F. 1000 square feet, two story style, main floor and upstairs living area.
- G. 1000 square feet, multi-level style, main floor and upstairs living area.

9. It is understood that all construction of personal residences shall be completed within 18 months of the date of commencement of the laying of the foundations.

10. Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation or requirement for its enforcement.

11. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.

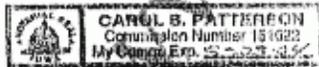
David J. Hughes
David J. Hughes

Jennifer S. Hughes
Jennifer S. Hughes

STATE OF IOWA
COUNTY OF MILLS

SS

On this 23 day of Dec., 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared David J. Hughes, and Jennifer S. 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.



Carol B. Patterson
CAROL B. PATTERSON
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

825

