

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS WITH RESPECT TO THE LEWIS/LARIVIERE SUBDIVISION TO THE CITY OF CARSON, POTTAWATTAMIE COUNTY, IOWA.

This Declaration is made by the free consent and in accordance with the desires of William T. Lewis and Delores A. Lewis, husband and wife, and Jacques J. Lariviere and Judith A. Lariviere, husband and wife, hereafter referred to as the "Owners" of the real estate known as the Lewis/Lariviere Subdivision to the City of Carson, Pottawattamie County, Iowa, hereinafter referred to as the "subdivision".

The purpose of this Declaration is to prescribe covenants, conditions and restrictions with respect to the use of the land in said 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 the subdivision.

The following provisions shall apply to the use and development of all lots in the subdivision.

1. Each lot in the subdivision shall be used only for the placement of a single family dwelling. A single family dwelling is defined as "a detached dwelling unit with kitchen and sleeping facilities, designed for occupancy by one family.
2. No lot shall be subdivided, except in accordance City of Carson, Iowa, Subdivision Regulation, as amended, and in compliance with the Developer's Agreement between the City of Carson, Iowa, and the Owners.
3. All dwellings shall be constructed of common building materials as allowed by the City of Carson, Code of Ordinances, as amended. Each dwelling shall have a finished interior space above the basement level of 1,250 square feet. All dwellings shall be built above a basement. A basement is defined as "any floor level below the first story in a building". All dwellings shall be accompanied on the subdivision lot, at a minimum, by a one-car garage.
4. No structure contained on any lot within the subdivision shall be occupied, temporarily or permanently, outside of the principal dwelling unit. All dwelling units shall meet, or exceed the definition of a dwelling units as contained in the City of Carson, Iowa, Zoning Code, as amended.

5. No accessory buildings, fences, pools or other site amenities shall be placed on any lot without an approved building permit issued in accordance with the City of Carson, Iowa, Code of Ordinances, as amended. Greenhouse structures and chain link fences are specifically excluded from use in the subdivision.

6. No noxious or offensive activity shall be carried on; nor nuisances created and maintained; nor storage of debris, junk, abandoned vehicles; nor unsightly accumulation of materials, as defined by the City of Carson, Iowa, Code of Ordinances, as amended, shall be allowed to exist. No animals other than household pets as defined as two (2) dogs, or two (2) cats, or one (1) dog and one (1) cat shall be maintained on any given lot within the subdivision at any given time. All animals within the subdivision shall be contained within the owner's property boundary lines and shall not be allowed to roam freely within the subdivision.

7. Each dwelling within the subdivision shall be connected to the City of Carson municipal water and sanitary sewer system prior to occupancy.

8. Construction of the principal dwelling units shall be completed within an eighteen (18) month period following the issuance of a building permit. All grading, sodding or seeding of the lot shall be completed prior to occupancy. No appurtenant attachments or equipment not associated with the main entry to that unit shall be placed on the front elevation of the dwelling, or in the front yard of the dwelling lot. Rural mailboxes shall be placed in accordance with the standards of the U. S. Postal Service and in compliance with the nature of the surrounding neighborhood.

9. All lots whether constructed or otherwise vacant shall be maintained in accordance with the City of Carson, Code of Ordinance, as amended.

10. No vehicle, including, but not limited to trailers, buses, campers, recreational vehicles, motor homes, boats, trucks, or commercial vehicles shall be parked, maintained or stored in the open on any lot within the subdivision.

11. In the event of damage to any structure on a lot within the subdivision due to vandalism, fire, or act of god, the remaining structure shall be rebuilt to its original intention or razed from the site within six (6) months of the event.

12. No lights intended for roadway purposes shall be placed on the interior of any lot within the subdivision. Exterior lights used for residential purposes shall not be higher than the principal dwelling on the lot.

13. All signs shall be in strict conformance with the City of Carson, Iowa, Zoning Code, as amended.

14. Field crops and vegetable gardens shall not be planted in the front yard of any lot.

15. No device used to make loud noise, other than a registered security alarm system shall be located, installed or maintained upon the exterior of any structure located on a lot within the subdivision.

16. No open burning will be allowed on any lot within the subdivision. Incinerators used to burn trash shall be specifically excluded from the subdivision. Fuel tanks with a storage capacity over 10 gallons shall be specifically excluded from the subdivision. Refuse shall only be allowed along the street right of way on days of contracted pick up, any contained entirely in a closed container.

17. No lot owner shall use, suffer or permit any person or persons in any manner whatsoever, to use his/her lot for any purpose in violation of the laws and regulations of the United States, the laws and regulations of the State of Iowa, or the ordinances and regulations of the City of Carson, Pottawattamie County, Iowa, or any other lawful authority. No lot owner shall use, suffer or permit any person or persons in any manner whatsoever, to use his/her lot for any purpose which will constitute an unreasonable and improper invasion upon the quiet use and enjoyment of any other lot owner's property.

18. These restrictions may be enforced by an owner or owners of any lot in the Subdivision, and any and all of whom shall have the right to apply to a court of competent jurisdiction for the purpose of enforcing the said restrictions and conditions of these Covenants.

19. Invalidation of any one of these Covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

STATE OF IOWA)
) SS
POTTAWATTAMIE COUNTY)

On this 7th day of May, 2004, before me the undersigned, a Notary Public in and for said county and state, personally appeared Jacques J. Lariviere and Judith A. Lariviere, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

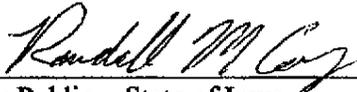


Notary Public



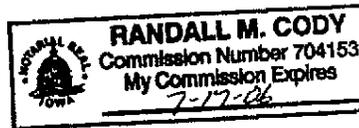
**NOTARY ACKNOWLEDGEMENT
LEWIS/LARIVIERE SUBDIVISION FINAL PLAT**

Subscribed and sworn to before me this 16th day of June, 2004, by Jacques J. Lariviere and Judith A. Lariviere of Carson, Iowa and by William Lewis and Delores Lewis of Carson, Iowa.



Notary Public – State of Iowa

Notary Seal:



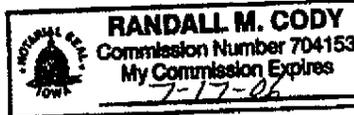
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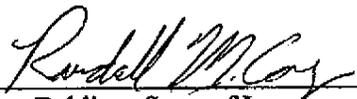
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