

OAK CORNER ESTATES
PROTECTIVE COVENANTS

These covenants contained herein pertain to the real estate legally described in attached Exhibit "A".

1. All lots described herein shall be known, described and used solely as single family, acreage, or residential lots

Minimum square footage per family

- a. 1250 square feet, ranch style, main floor living area
 - b. 1450 square feet, split entry style, main floor living area
 - c. 1650 square feet, tri-level style, main floor and upstairs living area
 - d. 1650 square feet, one and one-half story style, main floor and upstairs living area
 - e. 1800 square feet, two story style, main floor and upstairs living area
 - F. 1650 square feet, multi-level style, main floor and upstairs living area
2. No trailer, mobile homes, modular homes, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any residence of a temporary character be permitted.
3. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage or shop.
4. No trailers or mobile home campers shall be allowed on the premises on a temporary or permanent basis unless it is housed within a building.
5. Each owner shall be responsible to maintain their premises free from all junk, abandoned cars and accumulated debris.
6. No junk yards shall be permitted.
7. No commercial dog kennels, no livestock or livestock confinement operations shall be permitted.
8. All homes constructed are to be of lumber, brick, concrete or concrete block and other common house building materials with a two-car garage. The two-car garage can be under the home, attached or detached. All homes are to be stick-built on the site. The developer reserves the right to approve or disapprove earth style, earth berm homes, or component homes in the subdivision.
9. The titleholders of a platted lot shall care for their pets so they will not be a nuisance to the neighborhood.
10. No hunting permitted in Oak Corner Estates.
11. In constructing the residence and buildings, all set back buildings shall be within the following specifications per county guidelines:
- a. All buildings be built to compliment the home and landscape. No metal building material. All buildings to be approved by developer.
12. Titleholder of the property, vacant or improved, shall keep his lot or lots free of weeds and debris.
13. No obnoxious or offensive trade shall be carried on nor shall anything be done thereon which

177

may be or become an annoyance or nuisance to the neighborhood.

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

15. The fence in front of the residence shall not exceed four (4) feet in height. Any type of fence constructed behind the residence shall not exceed six (6) feet in height. No barb wire fences allowed. All fences to be approved by the developer.

16. All satellite dishes over 30 inches in diameter are to be installed behind the house on the respective lots.

17. 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 (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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.

Lawrence C. O'Rourke
Lawrence C. O'Rourke

Nancy S. O'Rourke
Nancy S. O'Rourke

STATE OF IOWA)
) SS:
COUNTY OF MILLS)

On this 18 day of Oct, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Lawrence C. O'Rourke and Nancy S. O'Rourke, 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.

Kelly F. Conley
Kelly F. Conley
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE



1178

RE: A parcel of land located in part of Lot 30 of the SE1/4 SW1/4 and in part of Lot 29 of the SW1/4 SW1/4, all located in Section 14, 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 Northwest Corner of said SE1/4 SW1/4; thence N89°58'27"E along the North line of said SE1/4 SW1/4 a distance of 107.33 feet to the Point of Beginning; thence continuing N89°58'27"E along said North line a distance of 555.29 feet to the Northeast Corner of said Lot 30; thence S00°39'26"E along the East line of said Lot 30 a distance of 1338.07 feet to the Southeast Corner of said Lot 30; thence N89°55'13"W along the South line of said Lot 30 a distance of 538.65 feet; thence N20°04'48"W a distance of 308.18 feet; thence N07°56'11"W a distance of 60.66 feet; thence N12°29'37"E a distance of 211.51 feet; thence S83°28'59"W a distance of 47.03 feet; thence N28°02'12"W a distance of 242.05 feet; thence N48°01'00"E a distance of 157.30 feet; thence N09°41'45"E a distance of 474.29 feet to the Point of Beginning. Said parcel contains 19.25 acres, more or less, including presently established county road right-of-way (1.12 acres), and is subject to easements of record. Note: The North line of the SE1/4 SW1/4 of said Section 14 is assumed to bear N89°58'27"E for this description.



179

OAK CORNER ESTATES

221ST STREET EASEMENT AND MAINTENANCE AGREEMENT
AND
221ST STREET PERPETUAL UTILITY EASEMENT

221st Street as shown on the Final Plat is a perpetual, private road and easement located in Oak Corner Estates Subdivision. The owners, their heirs and assigns of Lots 2, 3, 4, 5, 6, 7, 8, and 9 are to have the right to ingress and egress to their respective properties along and over the private road known as 221st Street as shown on the plat of this subdivision.

221st Street as shown on the Final Plat is to be maintained by the owners of Lots 2, 3, 4, 5, 6, 7, 8, and 9 on an equal basis. Expenses are to be paid by each lot owner whether you use the road or not. The annual maintenance assessment for 221st Street shall never exceed \$25.00 per month unless a majority of the property owners agree to raise the \$25.00 per month fee.

A perpetual utility easement on 221st Street and the right to ingress and egress shall be preserved for the installation and maintenance of all utilities.

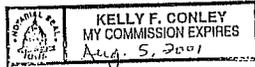
10-18-2000
Dated:

Lawrence C. O'Rourke
Lawrence C. O'Rourke

Nancy S. O'Rourke
Nancy S. O'Rourke

STATE OF IOWA)
) SS:
COUNTY OF MILLS)

On this 18th day of Oct., 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Lawrence C. O'Rourke and Nancy S. O'Rourke, 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.



Kelly F. Conley
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SAID COUNTY AND STATE