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PROTECTIVE COVENANTS

THIS DECLARATION, made this 21 day of September, 2004
by the undersigned, hereinafter called the Declarant.

WITNESSETH:

WHEREAS, Declarants are the owners of the real property described in Clause I of this Declaration, and are desirous of subjecting the real property described in said Clause I to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, Declarants hereby declare that the real property described in and referred to in Clause I hereof is, and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

Definition of Terms

BUILDING SITE shall mean any lot, or portion thereof, or any two or more contiguous lots, or a parcel of land of record and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these Covenants.

ASSOCIATION shall mean the Homeowners' Association, if any, established in connection with the tract covered by these Covenants or any extension thereof. The Homeowners' Association, if formed, may be merged with the Oak Hills Estates Road Association, which is further defined and set forth in Clause III herein.

LOT OWNER shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated on the tract covered by these Covenants, or any extension thereof. The foregoing does not include persons or entities who hold an investment in any lot merely as security for the performance of an obligation, unless such person or entity has acquired title pursuant to foreclosure or upon proceeding instead of foreclosure.

FRONT PROPERTY LINE shall mean the property line of any lot abutting the right-of-way of any street.

CLAUSE I

Property Subject to This Declaration

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivision of this Declaration is located in the County of Harrison, State of Iowa, and is more particularly described as follows:

BEGINNING AT THE NORTHWEST CORNER OF SAID NE 1/4 NW 1/4 SECTION 30-78-43, THENCE ALONG THE NORTH LINE OF SAID NE 1/4 NW 1/4 N 88° 48' 41" E 1165.69 FEET TO THE CENTERLINE OF A COUNTY ROAD, THENCE ALONG SAID CENTERLINE S 34° 39' 24" E 264.83 FEET TO THE EAST LINE OF SAID NE 1/4 NW 1/4, THENCE ALONG SAID LINE S 0° 21' 338" E 1098.38 FEET TO THE SOUTHEAST CORNER NE 1/4 NW 1/4, THENCE S 88° 53' 23" W 1314.17 FEET TO THE SOUTHWEST CORNER NE 1/4 NW 1/4, THENCE N 0° 23' 16" 1317.53

FEET TO THE POINT OF BEGINNING. SAID "OAK HILLS ESTATES" CONTAINS 39.404 ACRES INCLUDING EXISTING COUNTY ROAD R.O.W. WHICH CONTAINS 0.227 ACRES. NOTE: THE NORTH LINE OF THE NE 1/4 NW 1/4 SECTION 30-78-43 IS ASSUMED TO BEAR N 88° 48' 41" E FOR THIS SURVEY PLAT AND LEGAL DESCRIPTION.

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

CLAUSE II

General Purposes of Conditions

The real property described in Clause I hereof is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as well depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide adequately for a high type of quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

A. Said lots shall be used only for single-family residential purposes and shall be sold and conveyed only as entire lots and no fraction or part of a lot shall be sold or conveyed without prior written consent of the Harrison County Board of Supervisors. No trailer, basement, tent, shack, garage, barn pre-fabricated home, or other outbuildings shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

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B. The developer shall establish setback lines, including front, rear, and side lines on each lot prior to construction. The front, rear, and side setback lines shall be in accordance with the Harrison County, Iowa Zoning Ordinance for Harrison County, Iowa, as the same is now enforced or may hereafter be amended. Each lot in the development can have separate setback lines as they are determined by the developer.

C. Construction:

1. Each dwelling shall contain not less than 1,800 square feet of above ground finished living space (exclusive of porches, breezeways and garages), and the foundation walls (excluding breezeways and attached garages) must enclose a ground area of not less than 1,200 square feet.

2. Prior to any construction or grading, the owner must first submit construction plans to the Declarant or their successors and assigns, and secure their written approval thereof. Plans shall include site plans showing location of residence, other buildings and structures. Said plans shall include at least four (4) exterior elevations, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, drainage plan and sight lines. Said plans shall also include the plans, specifications and diagram for the septic system. Plans will not be returned to the lot owner. Within thirty days after receipt of said plans, the Declarant or their successors and assigns shall either notify the lot owner in writing of its approval of plans or of disapproval with reasons therefor, but if the Declarant or their successors and assigns shall fail to send either notice within the 30-day period, then such plans shall be deemed approved.

3. Architectural control of the properties, including the power of approval as set forth above, shall be solely the function of the Declarant, or their successors and assigns. The Declarant may, at their option, delegate all or any part of the function of architectural control to the Committee or Association set up by the lot owners. Any such delegation by the Declarant of all or part of its architectural control function to the Committee or Association set up by the lot owner shall not be effective unless done in writing and signed by a person authorized to act on behalf of the Declarant.

4. Construction of each dwelling or structure must be completed within one year after excavation for footings.

5. Garages: Each residence shall include an enclosed garage for at least three cars (attached or basement).

6. Wiring: All power and telephone service wires shall be buried underground.

7. Trees: Prior to occupancy, each owner must plant at least three (3) trees (unless at least 3 natural trees exist) on the lot with a minimum trunk diameter of three inches, and thereafter maintain the same (or replacements thereof) in growing condition.

8. Driveways: All driveways to the garage must be constructed of concrete, asphalt, or brick extending a minimum of 24 feet from the garage entrance.

D. All structures used for the housing or maintenance of livestock, and any areas where livestock are maintained or kept shall be maintained at all times in a clean, neat, orderly manner by the owner of said property. Manure in stables must be collected at least daily and placed in concrete or metal fly-proof containers. All manure must be removed from the premises at least weekly.

E. All fencing must be kept in good condition and not allowed to deteriorate or look shabby. A legal fence must be maintained on the outside boundary (the boundary line which does not abut another lot within the subdivision or is the front boundary line) of the subdivision by the individual property owner. No fences are allowed on access areas of lots #7, #9, #12 and #13.

F. The lot owner shall take whatever steps are necessary to control noxious weeds on his property. Ground cover shall be maintained on all lots in order to prevent erosion.

G. None of the land shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace,

quiet comfort, or serenity of the occupants of the surrounding property. All rubbish, trash, and garbage shall be removed from the subdivision and shall not be allowed to accumulate therein.

H. All trailers, boats, or other recreational or business vehicles shall be stored in either enclosed structures or the rear of the rear building line of the residence. Commercial trucks shall not be permitted to be parked in driveways or on the public streets.

I. The construction, placing or maintenance of billboards, advertising boards or structures on any building site in the subdivision is expressly prohibited, except that "For Sale" signs of a standard size not to exceed two feet by three feet may be placed on any of the lots.

J. The keeping of a mobile home either with or without wheels, or any parcel of property covered or other similar covenants is prohibited. A motor boat, houseboat, or other similar water borne vehicle may be maintained, stored or kept on any parcel of property covered by these covenants only if housed completely within a structure.

K. There are to be no commercial dog kennels allowed on any property.

L. The Declarant, or their successors and assigns, shall have, and do hereby reserve the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give or grant right-of-ways or easements and rights-of-way shown on the recorded plat of the development. All utility easements and rights-of-way shall inure to the benefit of all lot owners in the development as a cross-easement for utility line and service maintenance. The Declarant shall have and do hereby reserve for themselves, their successors and assigns and/or the Association (if formed) and its successors and assigns, an easement over and through all unimproved portions of each lot in the development for the purpose of performing the duties of the Declarant.

M. No Animal of any kind shall be raised, bred, or kept on any lot, except that horses, dogs (other than commercial dog kennels), cats or other household pets may be

kept, as long as they are in compliance with the Harrison County, Iowa Zoning Ordinance of Harrison County, Iowa, as the same is now enforced or may hereafter be amended. Under no circumstances is any poultry, including, but not limited to chickens, ducks, geese or turkeys to be commercially raised, bred, or kept on any lot. Animals raised pursuant to organizational clubs including, but not limited to, 4-H, Boy Scouts, and Girl Scouts, shall be permitted to be raised, bred or kept upon written approval by the Declarant, or its successors and assigns.

N. Enforcement of these Covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or restriction, either to restrain or recover damages, or both, and against the land to enforce any lien created by these Covenants, and failure by any lot owner or the Declarant, or its successors and assigns, to enforce any Covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

O. These covenants are to run with the land 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 then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

CLAUSE III

Road Maintenance

The lot owners shall have a mutual obligation for street snow removal, street light repair and maintenance, erecting and maintaining road signs, obtaining and maintaining general liability insurance for the maintenance, upkeep, and repair of the existing platted streets in the development, including any extensions of said streets that may be platted hereafter as follows:

1. The streets platted, and any extensions hereafter of said streets, shall be used for the enjoyment and common use of the parties hereto and the parties purchasing lots in this subdivision, their heirs, successors or assigns. The streets are not intended for

public use or dedicated for public purposes or to be subject to public or municipal control but are intended for private use and enjoyment and are and shall remain the sole and exclusive property of said owners, their heirs, successors or assigns and shall be controlled, improved, graded and maintained by the Oak Hills Estates Road Association (hereinafter referred to as "Road Association" in these covenants), which will be set up at a later date under the following terms and conditions:

A. The cost of any improvements or additions to the street or any maintenance to the street, or street rights, shall be on a per lot or residence basis, with each lot owner being assessed an equal share. However, the Declarant as developer of the subdivision shall be responsible for developing the streets platted, and any extensions thereafter of said streets, at the Declarant's expense, which lots shall be described as Lots 1 through 15 in Oak Hills Estates in Harrison County, Iowa, before any of said lots become part of the assessment to be established by the Road Association.

B. The members of the Road Association shall be all persons who are owners of record of any building site, lot or residence in said subdivision. Persons who are purchasing under a contract or agreement of purchase shall be deemed the owners for membership and voting purposes. Such ownership or the purchasing under a contract or agreement to purchase shall be the only qualifications for membership in the Road Association.

C. That in the event that the County Board of Supervisors in Harrison County, Iowa, or any other federal, state, county or local entity should elect to maintain and assume liability for the platted streets subject to this agreement, the Road Association has the right to sell, convey, or assign all right, title and interest to the platted streets.

2. When a building site is owned or being purchased by two (2) or more persons, the membership as to such lot shall be joint and the right of such membership, including the voting power arising therefrom, shall be exercised only by the joint action of all owners or purchasers of such lots.



3. Membership in the Road Association shall lapse and terminate when any member shall cease to be the owner of record of a lot, or upon any member ceasing to be a purchaser thereof under a contract or agreement to purchase.

4. The voting power of the members of the Road Association shall be limited to one (1) vote for each lot owned or under purchase contracts by such members.

5. A non-profit corporation designated as Oak Mills Estates Road Association shall be formed and each lot owner shall pay each year an assessment determined by a four (4) member board elected by the lot owners of said subdivision, with no more than one board member per lot owner, the first board to be elected within thirty (30) days from the filing of this agreement or at the time that all of the lots in said subdivision are sold and owned by individuals in the subdivision with staggered terms as determined at the first meeting.

6. That said board shall determine the annual assessment by a majority of three (3), and said assessments shall then be collected from each lot owner. That the yearly assessment cannot exceed \$500.00 per calendar year unless approved by a majority of the Association members.

7. That this administrative board shall be elected at an annual meeting to be held on the 3rd Sunday of September each year by written ballot and that each lot owner shall have one (1) vote in the election of said board.

8. That the failure of any lot owner to pay the yearly assessment shall be deemed to authorize said board to file with the County Recorder in and for Harrison County, at Logan, Iowa, a certified lien in the amount of said assessment and said filing shall automatically be deemed a lien upon said real estate in favor of said Association, with the same force and effect as any other judgment or lien of public record.

EXECUTED on the above date set forth.


Thomas A. Hightower

Deborah L. Hightower
Deborah L. Hightower

Ronald G. Sindelar
Ronald G. Sindelar

Esther M. Sindelar
Esther M. Sindelar

OWNERS

STATE OF Sowa)
) ss.
COUNTY OF Harrison)

On this 21 day of September, 2000, before me, a Notary Public in and for said County, personally appeared **THOMAS A. HIGHTOWER, DEBORAH L. HIGHTOWER, RONALD G. SINDELAR, and ESTHER M. SINDELAR**, to me personally known, who being by me duly sworn did say that they are the owners of said real estate.



Debra F. Matheny Desjardis Clerk of the
District Court In and For Harrison County Iowa
Notary Public

