

106-220

Pony Creek Development No. 2

FILE NO. 1517

FILED FOR RECORD 28 day

of Aug. 1974 at

XXXXXXX 2:15 P.M.

KENNETH ASMUSSEN

MILLS CO. RECORDER

FEE: \$6.50

KNOW ALL MEN BY THESE PRESENTS:

That Home Federal Mortgage, Inc., of Pottawattamie County, State of Iowa, in consideration of the sum of \$1.00 in hand paid and other valuable consideration and as part of, and in connection with the filing of the plat of Pony Creek Lake Development #2 is described as follows:

A tract of land in the Southwest Quarter of the Southeast quarter (SW 1/4 SE 1/4) of Section Twenty-eight (28), Township Seventy-three (73), Range Forty-three (43), West of the 5th P.M. in Mills County, Iowa. Bounded on the South, by the South line of said SW 1/4, SE 1/4, on the West, by the West line of said SW 1/4 SE 1/4, on the North, by the North line of said SW 1/4 SE 1/4, and on the East, by the center of Pony Creek. MORE PARTICULARLY DESCRIBED AS FOLLOWS: Commencing at the East Quarter Corner of said Section 28, a found concrete monument; thence in a southerly direction along the East line of said Section 28, a Distance of Two Thousand Six Hundred Seventeen and Ninety Hundredths (2617.90) feet, to the Southeast corner of said Section 28; thence right 89° -23), along the South line of said section 28, A distance of Two Thousand Six Hundred Twenty-one and Eighty nine Hundredths (2621.89) feet, to the Southwest corner of the SW 1/4 SE 1/4 of the said Section 28, the point of beginning, thence right (90°-23'-50"), along the west line of the SW 1/4 SE 1/4 of said section 28, a Distance of One Thousand Three Hundred Five and Seventy-Two Hundredths (1305.72) feet; thence right (89°-36'-50") along the North line of the SW 1/4 SE 1/4 of said section 28, a Distance of Six Hundred Forty (640.00) feet to a witness corner, located Fifty-four (54.00) feet more or less, from the center of Pony Creek; measured at right angles, thence right along the following meander lines, located Fifty-four (54.00) feet, more or less, west of and at right angles to the centerline of Pony Creek, (74°-12'-16"), a Distance of Two Hundred Eighteen and Four Hundredths (218.04) feet; thence right (9°-50'), a Distance of One Hundred Ninety-Seven and Seventy-Hundredths (197.78) feet; thence right (14°-16'-44"), A Distance of One Hundred Ninety and Seventy-Five Hundredths (190.75) feet; thence right (25°-17'-30"), a Distance of Two Hundred Forty-One and Ninety-six Hundredths (241.96) feet; a Distance of Three Hundred Sixty-Nine and Seventy-Five Hundredths (369.75) feet; thence left (48°-23'-29"), A Distance of Two Hundred Thirty-Eight and Thirty-two Hundredths (238.32) feet, to a witness corner on the South line of said SW 1/4 SE 1/4; thence right (95°-40'-07"), along the South line of said SW 1/4 SE 1/4 of Section 28, a Distance of Three Hundred Thirty-nine and Ninety-six Hundredths (339.96) feet, to the point of beginning. The above described tract of land contains 20.58 acres more or less, to the center of Pony Creek.

does hereby establish the following restrictive covenants, easements, and conditions for the use of said property, said restrictive covenants, easements, and conditions to run with the land and to be binding upon itself, its successors and assigns and upon the owners, their heirs and assigns of any and all of the lots in said Pony Creek Lake Development #2 the following:

Amended Covenants  
 R/L 6-29-2000 259/863-864

2882-4

734.735

Pages

see Book 137

and covenants

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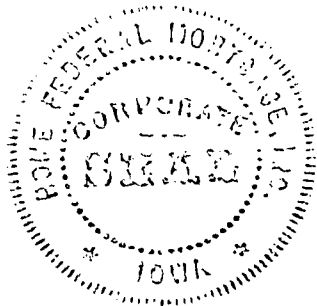
1. The lots described herein shall be used solely as recreational lots.
2. No building shall be erected nearer than 20 feet to no farther than 30 feet from the front lot line nor nearer than 5 feet to any side lot line.
3. No resident or owner of any said lot will occupy or build a basement house on any said lot.
4. The owner shall keep the premises, whether vacant or improved, free of weeds and debris and shall be responsible for the disposing of trash and garbage from his property. There shall be no livestock housed on the premises. There will be no commercial enterprises on the premises and no junked cars or parts stored on the premises. The property owner gives his consent for HOME FEDERAL MORTGAGE, INC. to remove the junked car after 15 days of receipt of notice by certified mail to the property owner.
5. A perpetual easement is reserved over the front 10 feet of each lot, over the rear 5 feet of each lot, and over the side 5 feet of each lot for utility installation and maintenance.
6. When a septic tank is installed it shall have a capacity of not less than 1000 gallons and be located at least 75 feet from any well or spring. Each septic tank or sewer system shall be examined and pumped on an annual basis at the expense of the owner and if not done by the owner, HOME FEDERAL MORTGAGE, INC. reserves the right to enter the premises and pump septic tanks as deemed necessary and charge back to the owner.
7. It is understood and agreed that each owner shall have an easement for the use of the roads in said Pony Creek Lake Development #2 and that HOME FEDERAL MORTGAGE, INC shall have the authority to make special assessments for the improvement and betterment of the area including the maintenance of the roads and that the costs of such improvements and maintenance may be assessed proportionately against the owner of each lot in said Pony Creek Lake Development #2. It is agreed that the maximum annual assessment for such improvements and maintenance, including the maintenance of the roads, shall not exceed the sum of \$100 for each lot for each year prior to 1976, and that in 1976 and in each five year period thereafter the maximum annual upkeep charge may be adjusted by HOME FEDERAL MORTGAGE, INC. in the ratio that the National Cost of Living Index on the January 1st in the year of adjustment bears to the National Cost of Living Index as of January 1, 1971. HOME FEDERAL MORTGAGE, INC. shall give notice of costs to be assessed on or before January 1st of each year and said amount shall be paid to HOME FEDERAL MORTGAGE, INC. on or before April 1st following the date of the giving of said notice.
8. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2051, at which time said covenants shall be automatically extended for successive periods of 10 years unless by a vote of the majority of the then owners of the lots in said development it is agreed to change the said covenants in whole or in part.
9. Mills County will provide no maintenance, repairs or construction on private streets. Private roads and streets shall forever be owned and maintained by HOME FEDERAL MORTGAGE, INC or its assignees.
10. All water front lots run continuous to the water.
11. These covenants can only be changed or altered with the consent of HOME FEDERAL MORTGAGE, INC.
12. HOME FEDERAL MORTGAGE, INC or its assignees shall in no way be held responsible or liable in any way for the rising of the water in the Pony Creek Lake watershed.

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13. HOME FEDERAL MORTGAGE, INC. or its assignees has the option to charge the property owners 1/12 of the special assessment each month.

Signed this 27<sup>th</sup> day of August, 1974.



HOME FEDERAL MORTGAGE, INC.

BY: Darrell D. Anderson, President

STATE OF IOWA Mills ss:  
COUNTY OF POTTAWATTAMIE

On this 27<sup>th</sup> day of August A.D., 1974, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Darrell D. Anderson, to me personally known, who being by me duly sworn, did say that he is the President of said Corporation and executed the within and foregoing instrument, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors; and that said Darrell D. Anderson as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it, and by him voluntarily executed.



L.T. Genung  
Robert J. Sorenson, Notary Public  
in and for the State of Iowa

L.T. Genung