

99-61601

Prairie Meadows

## COMPARED

Preparer

Information Richard A. Heininger P.O. Box 249, Council Bluffs, IA 51502 (712) 328-1833

Name

Address

Phone

DECLARATION OF RESTRICTIONS AND COVENANTS  
FOR PRAIRIE MEADOWS SUBDIVISION

This Declaration is made this 19<sup>th</sup> day of October, 1998, by  
Merlin J. Sorensen, Ethel M. Sorensen, Donald G. Sorensen, and Marilyn J. Sorensen  
hereinafter called "Developer"

Developer owns the real estate commonly known as PRAIRIE  
MEADOWS SUBDIVISION in Pottawattamie County, Iowa. Developer desires to  
provide for the preservation of values in the development of said subdivision, and,  
therefore, desires to subject said real estate to covenants, restrictions, easements,  
charges, and liens hereinafter set forth which are for the benefit of said property.

THEREFORE, the Developer hereby declares that the subject real estate  
be held, sold, conveyed, and occupied subject to the covenants, restrictions,  
easements, charges, and liens hereinafter set forth, which shall run with the real  
property and be binding on all parties having any right, title or interest in the described  
properties or any part thereof, their heirs, successors, and assigns, and which shall  
inure to the benefit of each owner thereof.

1. The real estate may not be improved, used or occupied for other  
than single-family private residential purposes, and no duplex, flat, apartment house,  
trailer, outbuilding or other exterior structure may be erected thereon or at any time  
used for human habitation. No residential building which previously has been at  
another location shall be moved onto the real estate. The real estate shall not be  
further subdivided.

2. No residence may be erected upon the real estate unless it has the  
following minimum square footage:

- (a) One story residences: 1,500 square feet of enclosed floor  
area will be required on the ground level;

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Entered for Taxation

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*Marilyn J. Sorensen*

COUNTY AUDITOR

CONFIDENTIAL

- (b) One and one-half story residences: 1,600 square feet of enclosed floor area will be required above the basement level;
- (c) Two story residences: 1,600 square feet of enclosed floor area will be required above the basement level;
- (d) Bi-level and split-level residences: 1,600 square feet of finished living area will be required; and
- (e) Split-entry residences: a minimum of 1,600 square feet of enclosed floor area will be required.

The phrase "enclosed floor area" means areas enclosed and finished for all-year occupancy and shall not include any area in any basement, garage, porch or attic, whether finished or unfinished. No residence erected on the real estate shall be more than two stories in height, unless consented to in writing by grantors, their heirs, assigns or successors. The residence shall include at least an attached two-car garage.

3. No residence or exterior structure, driveway, well or septic system may be erected on the real estate unless and until the building plans, specifications, exterior color scheme, materials, location, elevation, grade soil erosion and sediment control plan and landscaping thereof have been submitted to and approved in writing by the Developer. Nor shall any change or alteration in such building plans, specifications, exterior color scheme, materials, location, elevation, grade and landscaping thereof be made until such change or alteration has been submitted to and approved in writing by the Developer.

4. The construction and landscaping of any residence shall be completed within twelve (12) months from the date the construction of the foundation for the residence is commenced.

5. No residence or exterior structure shall be placed, erected or used for business, professional, trade or commercial purposes on the real estate, provided, however, that this restriction shall not prevent the maintenance of an office area in a residence which is not a principal place of business.

6. No noxious or offensive activity shall be carried on upon the real estate, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon the real estate or be permitted to accumulate or remain on the real estate, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood. The grantees, their heirs, successors and assigns shall properly maintain the real estate in a neat, clean and orderly fashion. All residences and exterior structures shall be kept and maintained in good condition and repair at all times.

7. No gasoline, diesel or motor fuel tanks shall be permitted upon the real estate.

8. Grantees, their heirs, successors and assigns shall not use, suffer or permit any person or persons in any manner whatsoever to use the real estate for any purpose in violation of the laws and regulations of the United States, the State of Iowa, Pottawattamie County, or any other lawful authority, or in any manner whatsoever which will constitute an unreasonable and improper invasion upon the quiet use and enjoyment of any adjoining property.

9. No vehicles, including but not limited, trailers, tractors and other farm equipment, buses, campers, motor homes, recreational vehicles, boats, trucks, or commercial vehicles or any similar apparatus shall be parked, maintained or stored on the real estate unless parked, maintained and stored inside the residence or other outbuilding.

10. No radio, citizens' band, short wave or ham radio antenna or tower shall be erected upon the real estate or attached to the exterior of any residence. Any satellite dish placement shall be approved in writing by Developer.

11. All public utilities and services on all lots shall be underground. Any damage to a residence or exterior structure shall be repaired within three months. No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence. Grantees, their heirs, successors and assigns shall keep drainage ditches, culverts and swells located on the real estate free and unobstructed and in good repair and shall provide for the installation of such culverts upon the real estate as may be reasonably required for proper drainage.

12. No outbuilding, fence, wall or other structure shall be erected upon the real estate without the prior written consent of the Developer.

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13. No animal of any kind shall be raised, bred or kept on the real estate, except for dogs, cats and other household pets, not to exceed two (2) in number.

14. All driveways must be improved with hard surface, or gravel, consisting of materials approved in writing by Developer.

15. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on the real estate without the consent, in writing, of the Developer, except that one sign may be erected and maintained upon the real estate for the sole and exclusive purpose of advertising the real estate for sale or lease.

16. All yards and areas surrounding any residence established upon the real estate shall be fully seeded and shall remain fully seeded at all times thereafter, uniformly mowed and clipped with a length of grass not to exceed five inches. The remainder of the real estate may be used for farming purposes. Noxious weeds and plants shall be kept reasonably mowed or controlled. No trees over six inches in diameter at a point two feet above ground level may be removed from the real estate without the approval of the grantors, their heirs, successors or assigns.

17. As used herein, "residence" shall mean and refer to any portion of a building situated upon the real estate designed and intended for use and occupancy as a residence by a single family; "outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant; "exterior structure" shall mean any structure erected or maintained on a lot other than the main residential structure or any outbuilding appurtenant thereto; and "grantee" shall mean the transferee.

18. The Developer, upon the sale of all lots in the subdivision, shall designate two (2) or more property owners in Prairie Meadows Subdivision to assume the duties of the Developer under these covenants. Such successor Developers shall likewise appoint their successors prior to their resignation or sale of their lot in Prairie Meadows Subdivision.

19. Entrance to McPherson Avenue for all lots except Lot 4, shall be restricted to the areas shown on the plat. Joint entrances to lots shall be maintained by the lots that the entrance services, with the expense of the maintenance to be split equally between the owners of said lots.

20. These restrictions and covenants shall run with the land for 21 years, and thereafter shall be automatically renewed by filing an Affidavit of Renewal by any lot owner.

21. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

22. These restrictions and covenants may be amended by the owners of all lots in the subdivision, except that the original Developer reserves the right to amend these restrictions and covenants until all lots are sold.

DEVELOPER:

Merlin J. Sorensen  
MERLIN J. SORENSEN

Ethel M. Sorensen  
ETHEL M. SORENSEN

Donald G. Sorensen  
DONALD G. SORENSEN

Marilyn J. Sorensen  
MARILYN J. SORENSEN

STATE OF IOWA

COUNTY OF POTTAWATTAMIE

) ss.

On this 19<sup>th</sup> day of October, 1998, before me, a Notary Public in and for the State of Iowa, personally appeared Merlin J. Sorensen and Ethel M. Sorensen, husband and wife; and Donald G. Sorensen and Marilyn J. Sorensen,

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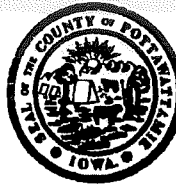
husband and wife; to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

*Christine M. Ritter*  
NOTARY PUBLIC IN AND FOR SAID STATE

4/22/2001

COM.

**MARILYN JO DRAKE**  
POTTAWATTAMIE COUNTY AUDITOR  
AND ELECTION COMMISSIONER  
P.O. BOX 649  
COUNCIL BLUFFS, IOWA 51502-0649



Gary Herman, First Deputy - Elections  
Evelyn Tudor, First Deputy - Taxes  
Paula Glade, Second Deputy - Real Estate

Phone (712) 328-5700  
FAX (712) 328-4740

**TO WHOM IT MAY CONCERN:**

I, Marilyn Jo Drake, County Auditor, Pottawattamie County, Iowa, do hereby certify that the attached is a true and accurate copy of Planning and Zoning Resolution #99-3, adopted by the Pottawattamie County, Iowa, Board of Supervisors, in their approval of Prairie Meadows Subdivision, on May 26, 1999.

Dated this 27<sup>th</sup> day of May, 1999.



*Marilyn Jo Drake*  
Marilyn Jo Drake, County Auditor

**99-61617**