

ROHRBERG ADDITION

Glenwood Iowa

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS WITH RESPECT TO ROHRBERG ADDITIONS IN MILLS COUNTY IOWA.

This declaration is made by Virgil Rohrberg, owner of the real estate located in the SE ¼ of Section 11, and the SW ¼ of Section 12, Township 73 North, and Range 43 West of the 5th principal meridian, Mills County Iowa. This declaration shall apply to all Lots, parcels or tracts of ground currently platted and surveyed, and any future Lots, parcels or tracts which may be developed. The purpose of the declaration is to prescribe covenants, conditions, restrictions and easements with respect to the use of land in those lots for the purpose of insuring the best and most appropriate development and improvement of each building site and for the protection of owners of lots adjacent to the properties and any future developments. The easements shall be perpetual. The remaining provisions shall apply for a period of 20 years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive five (5) year periods, unless an instrument signed by the Lot owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however that no such agreement to change shall be effective unless written notice of the proposed Agreement is sent to every Lot owner at least sixty (60) days in advance of any action taken.

There is reserved for the benefit of the declarants, Mills County, and all private utility companies a perpetual easement over five feet at each side of each lot and over ten feet at the rear of each lot utility installation and maintenance and drainage facilities, unless specified otherwise on the original plat.

For the purpose of these Restrictions, the following words shall be defined as follows:

1. **"Committee"** shall mean the Architectural Committee as set forth herein.
2. **"Lot"** shall mean and refer to any separately owned parcel as may be shown by any recorded plat of the properties. Where the context indicates or requires, the term "Lot" includes any structure on the Lot.
3. **"Residence"** shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.
4. **"Lot owner"** shall mean and refer to the owner of record, whether one or more persons or entities. Lot owner shall include the Developer.
5. **"Developer"** shall mean and refer to Virgil Rohrberg, his successors and assigns.
6. **"Front Property Line"** shall mean the property line of any Lot abutting the right of way of any street or road.
7. **"Outbuilding"** shall mean an enclosed, covered structure not directly attached to the Residence to which it is appurtenant.
8. **"Exterior structure"** means any structure erected or maintained on a Lot other than the main residential structure or any structural component thereof, including but not limited to any deck, gazebo, greenhouse, doghouse or other animal shelter or run, outbuilding, fence, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, basketball goal, swing set, trampoline, sand box playhouse, tree house, or other recreational or play structure.

The following provisions shall apply to the use and development of the lots stated above:

1. The Lots may be used only for residential purposes. Each Lot may be used only for one single-family dwelling. No residential building, which has previously been at another location, shall be moved onto any lot without consent of the Committee. No trailer, outbuilding or exterior structure erected on any lot shall at any time be used for human habitation, temporarily or permanently, nor shall any residence of temporary character be erected on any of such Lots or used for human habitation; provided, however, that nothing herein shall prevent the Developer from erecting temporary buildings and using such temporary buildings or any residence for model, office, sales or storage purposes during the development of the Properties. Dwellings shall not exceed two stories in height. Each dwelling will have full basement under the entire structure with a minimum height of 8'. Each dwelling shall contain not less than the following finished living areas exclusive of porches, breezeways, and garages.
 - a. 1300 square feet on the ground floor for a one-story dwelling.
 - b. 1200 square feet on the ground floor for a one and one-half story dwelling.

- c. 1700 square feet above the basement level with 900 square feet on the main floor for a two-story dwelling.
 - d. 1400 square feet of living area above the ground for a bi-level or tri-level dwelling.
 - e. 1200 square feet of living area above the ground for split entry, split level, or raised ranch with 2 car garage under dwelling.
2. Manufactured homes, excluding HUD coded or titled homes, will be considered by the Committee. Potential buyers must submit a complete set of plans including floor plans and elevations to the Committee for their approval.
 3. Exposed portions of the foundation on the front of each dwelling are to be covered with either siding or brick, and exposed portions of the foundation on the sides and rear of each dwelling shall be covered either with brick or siding or shall be painted. An attached or under garage shall be constructed for not less than two cars, and garage doors must be closed except for entry and exit.
 4. No part of any Residence may be erected or maintained on any of the Lots nearer to the front street than 25 feet. The distance from any Residence or properly erected building to the side or rear Lot lines shall be a minimum of 10 feet.
 5. The construction of the dwelling must begin 12 months after purchase. The construction of any dwelling shall be completed within 12 months, and any attached garage shall be completed within 18 months after the excavation of a basement or commencement of construction.
 6. No noxious or offensive activity shall be conducted on any Lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or common area, or be permitted to accumulate or remain on any Lot except such compost facilities as may be approved by the Committee in writing, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood, including but not limited to mechanical work on automotive or other equipment of any kind. Each Lot-owner shall properly maintain their Lot 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. Developer retains the right to keep and maintain such materials and equipment as it deems reasonably necessary to further development of this and any adjacent property owned by Developer.
 7. No vehicles including, but not limited to boats, recreational vehicles, camping trailer, buses, motor homes, trucks, commercial vehicles, snow-mobile, auto drawn trailer of any kind, garden tractor or heavy equipment shall be stored outside of the garage or left exposed on any Lot or common area for more than a 24 hour period.
 8. No satellite dish, exterior television or radio, citizens band, short wave or other antenna, solar panel, windmill, wind-driven electrical generating system, sun energy system, or other similar structure or unsightly projection shall be attached to the exterior of any Residence or erected on any Lot without specific approval of the Committee.
 9. No speakers, horn, whistle, siren, bell or other sound device, except intercoms and those used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Residence or in any yard.
 10. Day care for more than four children shall not be provided at any time in any dwelling or other building on any Lot in the addition.
 11. No woven or barbed wire fences shall be permitted. All fences shall be constructed with the finished side out. Any fences or walls shall not be higher than 6 feet nor extended forward of the back of the foundation of the dwelling on any Lot.
 12. Prior to occupancy, all areas between each Residence and any adjacent streets or roads, regardless of the distance and location of any fence, monument, boundary wall, berm, or right of way line, shall be fully seeded at all times thereafter; provided, however, that a Lot owner may leave a portion of the Lot as a neutral area with the express written permission of the Committee. All vegetable gardens shall be located in the backyard. The Lot owner shall keep the lawn uniformly mowed and clipped with a length of grass not to exceed four inches and shall properly maintain and replace all trees and landscaping. Noxious weeds and plants shall be kept seasonably mowed and dead or unsightly growth shall be removed from all improved Lots and fence lines.
 13. In the event of vandalism, fire, windstorm or other damages, no Residence or Exterior Structure shall be permitted to remain in damages condition for longer than three,(3) months.
 14. No exterior Christmas lights and/or decorations may be erected or maintained on any of the Lots hereby restricted, except during a sixty, (60) day period beginning November 15th of each calendar year.
 15. No bright light, (Mercury Vapor or Sodium) shall be placed on the exterior of any structure or constructed separately without the written consent of the Committee. No lights or other illumination shall be higher than the residence.

16. All pools and hot tubs shall be fenced with privacy style fencing and shall be clean and maintained in operable condition.
17. All basketball goals shall be freestanding and not attached to the residence unless the Lot owner has received permission to do so in writing from the Committee. There shall be no more than two, (2) basketball goals per Lot.
18. No air conditioning apparatus or unsightly projections shall be attached or affixed to the front of any Residence.
19. No animals of any kind other than household pets may be kept on any Lot. Household pets may total no more than 4, with no more than 2 of any species. All pets shall be confined to their owners Lot and not allowed to roam onto other people's Lots or other common areas.
20. All telephone, electric power service, and gas lines shall be underground. All propane tanks shall not extend forward of the back of the foundation of the dwelling, and maintained in a respectable manner. No other fuel tanks shall be permitted to remain outside of the house on any lot.
21. No storage building or ancillary building shall be constructed without the approval of the Committee. It will be no taller than 2 stories, totally enclosed and the floor shall be concrete or other approved material.
22. In regard to sales of lots to speculative builders, only builders of good standing and reputation will be considered.
23. Developer reserves the right to maintain signs at the entrance to development and next to the road. Signs will be no larger than 7' in height and 9' in width. Signs will be removed no later than the completion of the development or 10 years, whichever occurs first. No sign, advertising, billboards, or advertising structures of any kind may be erected or maintained on any said Lots without the consent, in writing, of the Committee; provided, however, that permission is hereby granted for erection and maintenance of not more than one, (1) advertising board on each lot or tract as sold and may be used for the sole and exclusive purpose of advertising for sale or lease the Lot or tract upon which it is erected.
24. An Architectural Committee shall provide architectural control for development of the lots. Originally that Committee shall consist of Virgil Rohrberg, Byron Menke, Nan Marie Cotton, **(two members to be named)**. If any of said persons resigns from the committee, the remaining members shall appoint a replacement. Any replacement member must be a property owner in any of the adjacent Rohrberg Additions. The approval of the Committee or a majority thereof in writing shall be required for the construction of any improvements on lots in the Rohrberg Additions. The Committee is directed to take into consideration the suitability of grading or landscaping plans for esthetic purposes and consistency with the development of other lots. The Committee shall take into consideration with respect to the house or other structures, the materials to be used, the color scheme, the site on which they are to be erected, the harmony with surroundings, the topography of the land and the effect of the building or other structure on adjacent or neighboring lots.
25. In the event any one of those covenants or restrictions are held invalid by a judgment or court order, this shall in no way affect the other provisions which shall remain in full force and effect.
26. By written consent of the owners of the Lots to which this declaration applies, evidenced by a Declaration duly executed and acknowledged by such owners and recorded in the Office of the Recorder of Mills County, this instrument may be modified and amended.

Dated this _____ day of _____ 2002

Virgil Rohrberg

Witness

THIS IS A PRELIMINARY COPY OF THE COVENANTS AND HAS NOT BEEN FINALIZED OR ACCEPTED!

