

COMPAREDDECLARATION
OF
PROTECTIVE COVENANTS
FOR
ROLLING HILLS SUBDIVISION
IN THE
CITY OF OAKLAND, IOWAW I T N E S S E T H

WHEREAS, the undersigned, Curtis E. Kelsay and Stanley L. Kelsay, are the owners of the real estate described in Clause I hereof and desire to subject said real estate 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, the undersigned hereby declare that the real estate 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 and charges herein set forth.

CLAUSE I

The real property which is the subject hereof and which shall be held, transferred, sold and conveyed subject to these conditions, restrictions, covenants, reservations, easements and charges herein set forth is located in the City of Oakland, Pottawattamie County, State of Iowa and is more particularly described in the plat of Rolling Hills Subdivision to the City of Oakland, Iowa which is attached hereto and incorporated herein by reference.

CLAUSE II**General Purposes of Conditions**

The real property described in Clause I hereof is subjected to the covenants, restrictions, conditions, reservations and charges herein recited to encourage the best use and most appropriate development and improvement of each building site within said subdivision; to protect the owners of such building sites against improper use of surrounding building sites as would depreciate the value of their property or interfere with their enjoyment thereof and to in general enhance and maintain the single family residential character

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of this subdivision.

A. All lots described herein shall be known, described and used solely as residential lots in conformity with the provisions of the City of Oakland, Iowa Zoning Ordinance pertaining to single family residential districts except insofar as such use may be further restricted by the provisions herein set forth.

B. No house trailer or mobile home, either with or without wheels shall at any time be kept on any parcel of property covered by these covenants. The provisions of this subparagraph do not pertain to travel trailer, motor homes or similar recreational vehicles owned by the residents of said real estate or their guests, which vehicles may be temporarily parked or stored on said premises when not in use, provided that the same are so parked or stored so as to not result in an unsightly nuisance or to create a safety hazard; and further provided that while so stored or parked, no such vehicle shall be lived in or occupied by any person for in excess of 72 consecutive hours nor in excess of an aggregate of 14 days during any 12 month period.

C. No basement dwelling, except such basement as constitutes the lower level and an integrated part of a principal dwelling consisting of one or more stories in addition to such basement, and no shack, garage, barn or other out building erected on said real estate shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

D. No obnoxious or offensive trades or businesses shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E. The titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris and free of annoying, offensive or obnoxious odors.

F. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept, except in sanitary containers and shall not be allowed to accumulate except temporarily pending prompt collection and disposal.

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G. No driveway of gravel, crushed rock or other similar materials shall be permitted. Any driveway or other vehicular access onto said premises shall be constructed of concrete, asphalt or comparable hard surface material.

H. No junked or currently unlicensed vehicles shall be stored upon the premises at any time.

I. No stock trucks, grain trucks, semi truck tractors or trailers, dump trucks, tow trucks or other similar commercial vehicles other than pickup trucks, vans or the like shall be garaged, stored, parked or otherwise kept upon or adjacent to said premises at any time other than temporarily for the immediate purpose of making a pick up or delivery of goods, materials or supplies directly to or from said premises.

J. The real estate hereby subjected to these Protective Covenants and restrictions consisting of numbered Lots 1 through 5 as are more particularly described in the Final Plat of Rolling Hills Subdivision in the City of Oakland, Iowa which is attached hereto and incorporated herein by reference are further subject to the perpetual easements for the installation and maintenance of utilities as are set forth and more particularly described in said Final Plat.

K. These covenants are to run with the land and shall be binding upon the titleholders thereof and all persons claiming by, through or under them for a period of twenty-five years from the date these covenants are recorded, and said covenants shall be automatically extended for successive periods of ten years unless by vote of the then owners of a majority of the lots covered by these covenants it is agreed to change such covenants in whole or in part.

L. It is further provided that the present titleholders and subdividers of Rolling Hills Subdivision in the City of Oakland, Iowa shall have no duty to enforce nor shall they have any liability arising out of violation of any of the covenants or restrictions herein set forth with respect to any part of the real estate described herein from and after the date of any sale or transfer of ownership thereof by said present titleholders, developers or subdividers.

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Dated this 27 day of April, 1981

Curtis E. Kelsay
Curtis E. Kelsay, Owner

Stanley L. Kelsay
Stanley L. Kelsay, Owner

Nina F. Kelsay
Nina F. Kelsay, Wife of
owner Curtis E. Kelsay

Gladys L. Kelsay
Gladys L. Kelsay, Wife of
owner Stanley L. Kelsay

STATE OF IOWA

COUNTY OF POTTAWATTAMIE } SS

On this 27 day of APRIL, 1981, before me the undersigned, a Notary Public in and for said County and said State personally appeared Curtis E. Kelsay and Nina F. Kelsay, husband and wife to me known to be the identical persons named in and who executed the same as their voluntary act and deed.

Dennis L. Lou
Notary Public in and for said County
and State

STATE OF IOWA

COUNTY OF Clinton } SS

On this 27 day of April, 1981, before me the undersigned, a Notary Public in and for said County and said State personally appeared Stanley L. Kelsay and Gladys L. Kelsay, husband and wife to me known to be the identical persons named in and who executed the same as their voluntary act and deed.

Harry L. Linder
Notary Public in and for said County
and State

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Legal Description:

A tract of land located in part of Lots 7 and 9, Auditor's Subdivision of the SW1/4 SE1/4 of Section 12; also, part of Lot 2, Auditor's Subdivision of the NW1/4 NE1/4 of Section 13; also, the east 165 feet of Lot 1, Auditor's Subdivision of the NE1/4 SW1/4 of Section 13, all located in Twp 25 North, Range 40 West of the 5th Principal Meridian, Pottawattamie County, Iowa, more fully described as follows:

Commencing at the N1/4 corner of said Section 13 and point of beginning; thence N00°40'12"E along the west line of said Lot 9 and the west line of said SW1/4 SE1/4 a distance of 525.03 feet; thence S89°18'28"E a distance of 139.80 feet; thence S00°38'52"W a distance of 700.71 feet to a point on the south line of said Lot 2; thence N89°38'30"W along the south line of said Lot 2 and said Lot 1 a distance of 405.00 feet; thence N09°36'49"E a distance of 177.71 feet to a point on the north line of said Lot 1 and said NE1/4 NW1/4; thence S89°19'51"E along said north line a distance of 265.00 feet to the point of beginning. This tract contains 3.311 acres, more or less.

I hereby state that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

Signed:

Date:

H. Gene McKeown
H. Gene McKeown
P.E. L.S.

6/22/79
Iowa Reg. No. 3684

APPROVED:

Donald S. Johnson

10-10-79
Date

APPROVED:

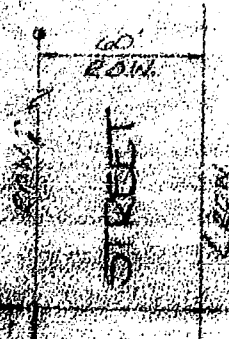
James A. McKeown
Chairman, City Planning Commission

10-10-79
Date

APPROVED:

Barbara A. Huggell
City Clerk

10-10-79
Date



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