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See S1390 Plat Book 5 Page 31

FILE NO. 2794  
BOOK 550 PAGE 2794

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FEES 65.00  
TRANSFER  
FEES  
FIMFS  
Total  
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Fee = \$156.00

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*David Clunson*  
LOAN OFFICER  
HARRIS BANK

Alan J. Anderson, 110 N. 2nd Avenue, Logan, Iowa 51546 (712)644-2485

**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATIONS**

**SHADOW HILL ESTATES  
WOODBINE, IOWA**

THIS DECLARATION, made this 19th day of February, 1998, by Roger W. Melby and Patricia A. Melby, husband and wife, ("Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the owner of the real property described in Article II hereof; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of certain public and private areas, amenities, and open spaces and to this end desires to subject the real property described in Article II, Section I hereof to the easements, restrictions, covenants, conditions, reservations, charges and liens set forth in this Declaration, each and all of which is and are for the benefit of the property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which should be delegated and assigned the power of maintaining the certain public and private areas, amenities and open spaces, administering and enforcing the covenants and disbursing the assessments and charges created by this Declaration; and

NOW, THEREFORE, Declarant declares that the real property described in Article II, Section I hereof is, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions"), herein established which covenants and restrictions shall run with the real property and be binding on all parties having any right, title or interest in the hereinafter described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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## ARTICLE I DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

a) The Declarant: Roger W. Melby and Patricia A. Melby (or their survivor), successors and assigns, if such successor or assign shall acquire more than one lot from the Declarant for the purpose of development. Notwithstanding the foregoing no individual or entity acquiring a Lot from the Declarant shall become the Declarant solely by such acquisition, but only as a result of a specific assignment of Declarant rights, which assignment shall not be effective unless incorporated in the instrument of conveyance.

b) Living Unit: A residential housing unit consisting of a group of rooms, and hallways and attached garage which are designed and intended for use as living quarters for one family or two families and located on a lot.

c) Lot: Any Lot contained on a recorded plat of Shadow Hill Estates, including any Lot resulting from the platting of any additional property and made subject to this Declaration pursuant to Article II hereof.

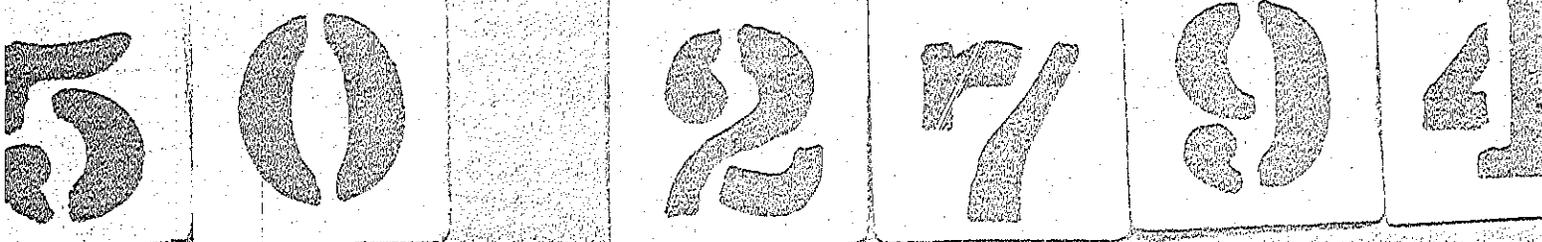
## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real Estates subject to this Declaration is located in Harrison County, Iowa, and is described on the attached Exhibit A, all of which property shall hereinafter be referred to as "Existing Property".

With the full consent and approval of Declarant, Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) of Shadow Valley Golf Course, Harrison County, Iowa, as shown on the final platting thereof, being property adjoining Shadow Hill Estates, have been made subject to the provisions of this declaration. For purposes of this declaration, each of said Lots 1 through 8 of Shadow Valley Golf Course shall be subject to this declaration identically as each Lot located in Shadow Hill Estates and shall be entitled to participate in the Homeowners Association of Shadow Hill Estates as if located therein.

## ARTICLE III ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. So long as the Declarant shall be the fee owner of at least ten (10) Lots platted as part of Shadow Hill Estates the Declarant shall serve as the standing Architectural Control Committee (ACC), until and unless, or prior thereto, Declarant appoints a standing three (3) member ACC who are owners of Lots in Shadow Hill Estates, or, owners of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) of Shadow Valley Golf Course. Such appointed ACC shall serve at the pleasure of and upon such terms as shall be established by a Shadow Hill Estates home owners association.



Section 2. Duties of Architectural Control Committee. The duties shall include, but not be limited to:

- a) Review, comment and written approval, or disapproval of new house and garage construction and landscaping;
- b) Review, comment and written approval, or disapproval, of additions or exterior revisions to existing structures;

Section 3. Architectural and Land Use Standards: Review Procedures.

a) Approved land use. All Lots shall be used for only residential purposes. No structures shall be erected, altered, placed or permitted to remain on any single or two family dwelling Lot other than one detached single family or two family dwelling not to exceed two and one half (2 1/2) stories in height and an attached private garage containing not less than two (2) nor more than three (3) stalls. Any outbuildings must conform to the architecture of the house and be no larger than twelve feet by sixteen feet.

b) Minimum Structure Size. No structure shall be erected having less than the following minimum floor footage.

<u>HOUSE STYLE</u>	<u>MINIMUM MAIN FLOOR ARE</u>
One story rambler style	1400 square feet
Split level/split entry style	1500 square feet
Multi story style	1500 square feet
Two story style	1400 square feet

and shall be constructed with 6/12 roof pitch with Heritage quality/style shingles and have street side brick or stone accent.

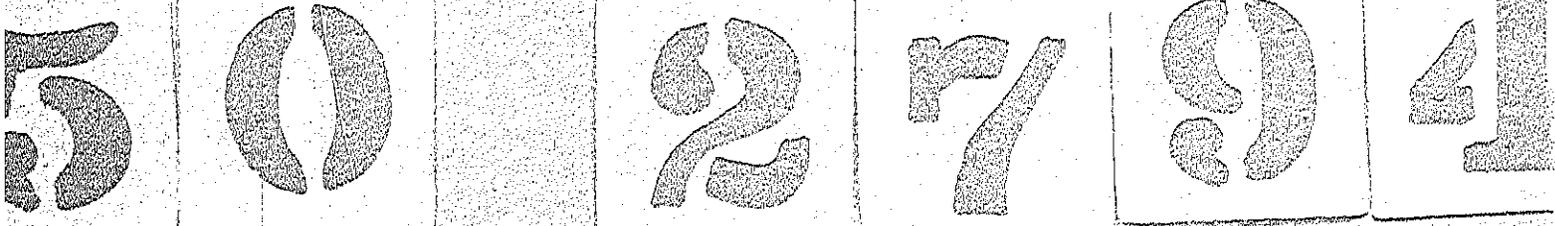
All square footage minimums shall be exclusive of breezeways, 3 season porches, porches, decks, terraces or patio or garages. All exterior construction must be completed within twelve (12) months after commencing excavation of basement or footage.

c) Architectural Approval/Plan Approval.

1. It is the intent of this Declaration to provide a first class residential neighborhood. Without in any way limiting the foregoing, the Declarant retains the absolute right to deny approval to any proposed house plan due similarity to existing or proposed structures, non-compatible materials or colors, or style, or lack thereof, deem inconsistent with the area. Approval of house plans hereunder in no way waives the obligation of the House Contractor to obtain a building permit and meet the requirements of Harrison County, Iowa, and, where applicable, the City of Woodbine, Iowa.

2. No structure shall be erected on any Lot without the prior review and written approval of the ACC of plans, specifications, and exterior building materials and colors. The Lot Owner or his/her house contractor shall submit in duplicate the following materials to the ACC for its review prior to the commencement of construction:

- a) House plans and four (4) detailed exterior elevations drawn to at least a scale of 1/4" 1'0". All four elevations shall be fully detailed.



b) Site plat showing the house on the lot, setback measurements, easements and existing and proposed elevations of the proposed house and the lot. When the ACC determines same to be necessary, the site plat shall be prepared by and certified to by a registered hand surveyor; and

c) Exterior colors, brick, light fixtures, roofing shingles and all visible finishing and fixtures.

3. The ACC shall review and approve and site staking and tree removal prior to the commencement of any construction.

d) Construction Requirements:

1. All exposed concrete block in excess of 24" shall be painted to conform with house colors as may be appropriate.

2. All exterior construction and painting must be done by the House Contractor by the date of occupancy. Deviations for any reason must receive the prior written approval of the Declarant.

3. Mailboxes and posts shall be of a standard design approved by the Postal Service and ACC.

4. The Lot shall be sodded or seeded by the House Contractor at least 30 feet from each side front and rear of the home by the date of occupancy or completion, weather permitting. If weather does not permit, then it shall be completed by the first June 15 after occupancy or completion. All site areas disturbed by the building process shall be sodded or seeded as described above. Remaining areas are to be sodded or seeded with a seed mix selected by the declarant and completed by the house contractor at his expense.

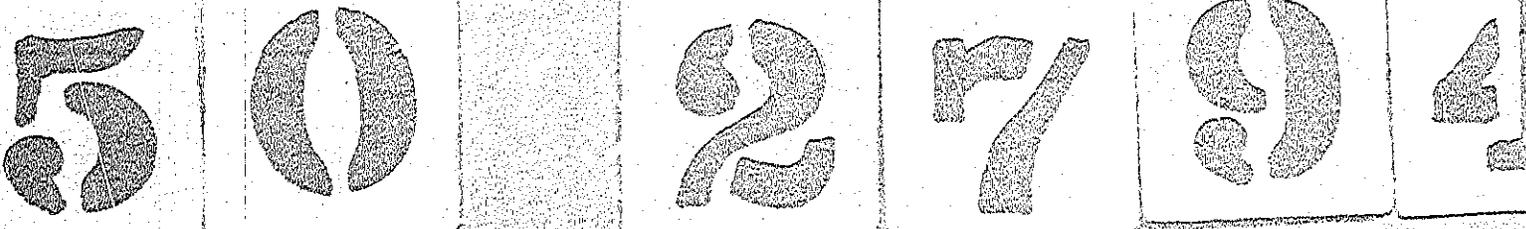
5. All construction of new dwelling structures shall be by house contractors which have been approved in advance, by the declarant.

6. The house contractor shall install and complete all exterior construction of the house including decks, walks, driveways as part of the construction process. Driveways must be hard surfaced with Portland Cement Concrete or Asphalt. The completion schedule for such items is the same as for sod or seeding as noted above.

7. Chimney chases shall be brick or of a material identical to the house siding. Where "zero clearance" metal flues are used, chimney caps shall be the decorative "architectural style: approved by ACC.

8. Fences shall not be constructed without prior approval of ACC, which shall have authority to prohibit any and all fences as it determines.

e) Excavation/fill. No sod, soil, sand or gravel shall be sold or removed from any Lot except for the purpose of excavating for the construction or alteration of a structure on said Lot or an appurtenance thereto or for the proper grading thereof. In the event that there is any excess dirt in said Lot, the excess dirt, at the option of the Declarant, shall be hauled and dumped



within Shadow Hill Estates, at the direction of the Declarant at the expense of the Lot Owner or House Contractor of said Lot and shall become the property of the declarant unless declarant requests removal from the Shadow Hill Estates property.

f) Use of Temporary Structures. Structures constructed and erected in conformance with this Declaration shall be used for residential purposes only as a single family or two family residence. No trailer, boat of any kind, motor home, recreation vehicle (RV's, snowmobiles), camper tent, trailer shack, tent or other structure of a temporary character shall be erected or allowed to remain on the lot during or after the construction and development period of said Lot except temporary structure used by contractors and the declarant for the purpose of construction and sales of residential structures and lots. No structure shall be occupied for residential purposes until the exterior thereof is completely finished and occupancy has been approved by the ACC.

9. Clean sites. It is the sole obligation of the lot owner and house contractor to maintain his/her lot in a neat and orderly condition at all times throughout the term of construction and thereafter. The house contractor shall provide a dumpster of adequate size for disposal of all construction debris. Construction materials shall be stored neatly on the site at all times. The House Contractor shall keep the street clean of mud and dirt in front of the house.

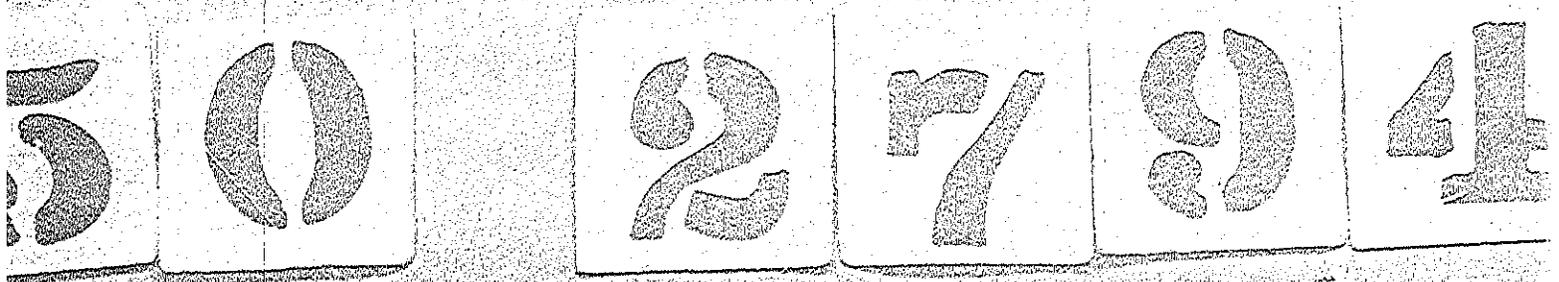
Section 4. Standard of Review. The ACC may promulgate detailed standards and procedures governing its areas of responsibilities and practice. In addition, the following shall apply: the plans and specifications shall be reviewed as to quality of workmanship, design and harmony of external design with existing structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his or her residence or to paint the interior of his or her residence any color desired.

Section 5. Variances. Reasonable variances to the covenants, conditions and restrictions may be granted by the ACC after review, in order to overcome practical difficulties or to prevent unnecessary hardship. A variance may only be granted if it is not detrimental to other property and shall not defeat the purpose of this Declaration.

#### ARTICLE IV PROHIBITED USES

Section 1. Subdivision. No lot shall be subdivided or split by any means whatsoever into any greater number of residential lots, nor into any residential plots of smaller size without the express written consent of Harrison County and the ACC.

Section 2. Standards. All uses of the Lots shall, at minimum, comply with the zoning and other applicable ordinances and regulations of Harrison County. The standards herein contained shall be considered as requirements in addition to said zoning and other applicable ordinance and regulations.



Section 3. Minimum Setback Provisions. The ACC shall have the right to restrict setbacks beyond the minimums established by Harrison County.

The initial setback requirements for buildings and structures in Shadow Hill Estates shall be as follows:

- a) The front yard setback shall be a minimum of Twenty-five feet (25')
- b) The side yard setback shall be a minimum of Ten feet (10')
- c) The rear yard setback shall be a minimum of Twenty-five feet (25')
- d) The minimum setback for any yard which abuts a highway or county road shall be Fifty feet (50')

Section 4. Signage. No sign shall be placed on any lot or within the property without the express written consent of the ACC, except that one "for sale" sign may be placed on a Lot by an owner or the declarant. Builder identification signage also shall be allowed during construction and marketing of home on any lot as approved by the declarant. The declarant shall be allowed to erect up to two (2) subdivision marketing signs on Lots owned by the declarant.

Section 5. Pets and animals. No birds, animals or insects shall be kept on any Lot except dogs, cats and other common household pets, provided that they are not kept, bred or maintained for any commercial purposes. All household pets must be kept on a leash when they leave the owner's lot.

Section 6. Home occupation. No profession or home industry shall be conducted in any living unit or on any lot without the specific written approval of the declarant, in its discretion, in each case, and particularly the effect on surrounding property may permit a lot to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered by the Declarant, to be compatible with the residential neighborhood. All home occupations also must receive the approval of Harrison County. Home offices which do not generate guests, clients or visitors shall not require approval.

Section 7. Nuisances. No clothes line or drying yards or pet control lines shall be permitted unless concealed by hedges or screening acceptable to the ACC. No weeds, or other unsightly growths shall be permitted to grow or remain upon the Lot. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Firewood shall be stored only to the rear of the residence. In the event that an owner of any lot shall fail or refuse to keep such lot free from weeds, or refuse piles or other unsightly growths or objects, then the Declarant may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed as trespass. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. The wayside storage of an unlicensed or inoperable motor

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vehicle upon the premises shall also be considered a nuisance and is prohibited if such vehicle is so parked in excess of 7 days.

Section 8. Storage. Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, toys, outdoor cooking equipment, yard and garden tools and equipment and trash and garbage containers shall not be allowed unless effectively screened from view outside the lot. The design of any screening enclosures must be approved by the ACC.

Household trash and garbage shall be regularly collected and may be kept outside only if in tightly covered containers. No boat, inoperable automobiles, snowmobiles, trailers, camping vehicles, tractors, trailers, or trucks in excess of 6,000 pounds gross weight shall at any time be stored or parked on any lot outside of a garage or on public streets within the property without the express written approval of the ACC, which approval may be withheld without stated reason. This also applies to all vehicles parked outside for periods longer than one (1) week.

Section 9. Storage Tanks. No permanent storage tanks of any kind shall be erected, placed or permitted on any lot, with the exception of underground water storage tanks which are part of the well and water system, which are permitted.

Section 10. Temporary Structures. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 11. Auxiliary Structures. No detached storage buildings shall be permitted except those approved by the ACC as conforming in design and appearance to the dwelling, and which are located in the proximity of the dwelling or garage.

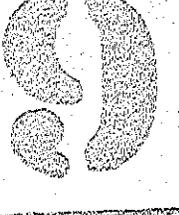
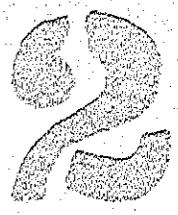
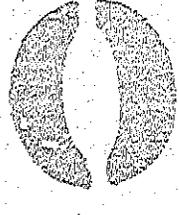
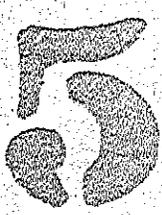
Section 12. Driveways. Driveways must be constructed of Portland Cement Concrete or asphalt and shall commence at property line. Driveways shall be extended to edge of hardsurfaced roadways where applicable and when appropriate.

Section 13. Exterior Lighting. All exterior lighting fixtures and standards shall be shown on submitted plans and shall comply with the overall lighting plan of the declarant. All forms of exterior lighting shall be subject to the approval of the ACC or the Declarant.

Section 14. Exterior Ornaments. Exterior ornaments, including but not limited to, precast concrete plastic or wood figurines, wishing wells and windmills shall be prohibited unless approved by the ACC prior to installation or construction.

Section 15. Antennas. Except with the prior written approval and authorization of the ACC, no exterior television satellite dish or radio antenna of any sort shall be placed, allowed or maintained upon any portion of a lot or the improvements structures located thereon.

Section 16. All Electric Homes. All homes shall be all-electric homes. No



propane tanks shall be permitted, other than small tanks used for barbecue grills.

Section 17. New Home Construction. Purchasers of lots must commence building of the residential structure within twenty-four (24) months of purchase of such lot(s).

ARTICLE V  
OWNER'S DUTIES

Section 1. Minimum Landscape Plan. Owners shall be charged with the responsibility for the installation and maintenance of minimum landscaping which shall be completed prior to occupancy, or thereafter with prior written approval of the ACC, which shall include at least the sodding or seeding of the Lot 30 feet from each side, front and back of the home in accordance with Article III, Section 3, D4, herein unless such plan is otherwise approved by the ACC. It shall be the responsibility of the Owner to maintain such plantings and landscaping.

Section 2. Maintenance and Repair. In order to preserve the uniform and high standard appearance of the property, each owner undertakes responsibility for maintenance and repair of the exterior of his living unit, private yard area and private driveway on the lot.

Section 3. Shadow Valley Golf Course Membership. Within 60 days of occupancy, each lot owner shall join Shadow Valley Golf Course and pay the one-time initiation fee thereof, initially set at \$500.00 for Harrison County, Iowa, residents.

ARTICLE VI  
GENERAL PROVISIONS

Section 1. Duration of Declaration of Covenants, Restrictions and Easements. The covenants, restrictions, and easement of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Owners of any lot subject to this Declaration, or their respective legal representatives, heirs, successors and assigns. The easements set forth herein shall be perpetual. The covenants and restrictions herein set forth shall have a term of twenty (20) years from the date this Declaration is recorded, after which time, said covenants and restrictions may be renewed for successive periods of ten (10) years or modified and extended for an additional term of ten (10) years by causing to be filed and recorded in the Recorder's office of Harrison County, Iowa, an instrument entitled "Declaration of Renewal of Covenants, Conditions, Restrictions, and Reservations of Shadow Hill Estates," signed and acknowledged by an absolute majority of the then property owners of all lots as shown on the official records of Harrison County, Iowa, and reciting that an absolute majority of the property owners thereby declare their election to renew and extend the Declaration of Covenants, Conditions, Restrictions, and Reservations for an additional term of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Owners and thereafter by an instrument signed by not less than sixty-seven percent (67%) of the Owners. Any Amendment must be properly recorded.

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Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Rights of Declarant. Until the last lot is sold and conveyed to an Owner other than a Declarant, the following activities by Declarant will not be deemed violations of restrictions contained in this Declaration:

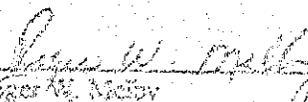
- a) The use of lot or lots for model home and sales office purposes;
- b) The storage of a construction trailer, equipment, materials and earth during the construction of new living units; and
- c) The display of signs advertising the property, or new living units and the maintenance of temporary fencing, walkways, landscaping and berming in the vicinity of model and sales units.

Section 4. Easements. Attention is called to the following easements as established by platting and to which all lots located within Shadow Hill Estates are subject.

- a) A perpetual easement is reserved for the installation and maintenance of utilities, ten feet in width along all side lot lines and fifteen feet in width along all rear lot lines, and within the rights of way of the following private roads: Par Trail, Par 5 Trail, Ping Trail, and Putter Lane.
- b) A 25 foot wide perpetual easement is reserved on all rear lot lines of those lots which abut Shadow Valley Golf Course for foot traffic only, for the express purpose of golf ball retrieval. No motorized or hand pull golf carts are allowed within this perpetual easement.

Section 5. Lot Sizes. Lot sizes are as platted and are shown on the plat of Shadow Hill Estates. The area of the Lots is calculated to the centerline of the following private roads: Par Trail, Par 5 Trail, Ping Trail, and Putter Lane, and to the centerline of 194th Street, where applicable.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed this Declaration of Covenants, Conditions and Restrictions and Reservations this 19th day of February, 1998.

  
 \_\_\_\_\_  
 Roger W. Melby

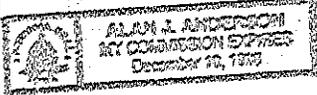
  
 \_\_\_\_\_  
 Patricia A. Melby

STATE OF IOWA, COUNTY OF HARRISON ) ss.

On this 19th day of February, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Roger W. Melby and Patricia A. Melby, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged

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that they executed the same as their voluntary act and deed.



*Alan J. Anderson*  
Notary Public in and for the State of Iowa  
Alan J. Anderson