

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS WITH RESPECT TO TIMBERLINE FARMS
SUBDIVISION TO MILLS COUNTY, IOWA

21-348

10-21-96

MILLS

This Declaration is made by Debbie A. Doyle, a single person, as the owner of the real estate to be known as TIMBERLINE FARMS, a Subdivision to Mills County, Iowa. The purpose of this Declaration is to prescribe any covenants, conditions, restrictions and easements with respect to the use of the land in Timberline Farms for the purpose of providing the best and most appropriate development and improvement of each building site and for the protection of the owners of all lots in Timberline Farms.

The following provisions shall apply to the use and development of all lots in Timberline Farms, a Subdivision to Mills County, Iowa:

1. Each lot in Timberline Farms, a Subdivision to Mills County, Iowa shall be used only for residential purposes, and on each lot there shall only be built one (1) single family dwelling. However, nothing contained herein shall prevent the owner of all or part of two (2) adjoining lots from building a single residence, building or garage over the line dividing the said two (2) lots owned by the same owner.

2. No lot shall be subdivided in any way.

3. No structure of temporary character, trailer, mobile home, basement, tent, shack, garage, barn, or other outbuildings shall be used on a lot herein at any time as a residence, either temporarily or permanently, and no house shall be constructed with rubber, tarpaper or asphalt siding on outside walls, and no trailer house or mobile home or modular home shall be used as a residence either temporarily or permanently.

4. No noxious or offensive activity shall be conducted upon any lot, nor shall anything be done thereon which may become a nuisance to the neighborhood. No debris, junk, wrecked boats or vehicles, or any unsightly accumulation of materials shall be allowed on the premises, and no animals, horses, dogs or poultry shall be allowed on the premises except as household pets normally domesticated for said purpose, and no animals, including horses, dogs, livestock or fowl shall be kept as a commercial project.

5. The water supply and septic systems on each lot shall be individually privately owned and approved by the Mills County Iowa Health Inspector.

6. The covenants, conditions and restrictions contained in this Declaration may be enforced by an owner or owners of any lot in the Timberline Farms Subdivision to Mills County, Iowa, any and all of whom shall have the right to apply to the Mills County District Court for the purpose of enforcing this Declaration.

7. Invalidation of any of the covenants, conditions and restrictions contained herein by judgment or court order shall in no way affect any of the other provisions, all of which shall remain in full force and effect.

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8. The covenants, conditions, restrictions and easements contained herein are to run with the land and shall be binding upon all parties who become owners of lots in Timberline Farms, and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded, after which time the covenants, conditions, restrictions and easements contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the owners of the lots in Timberline Farms, a Subdivision to Mills County, Iowa, has been recorded agreeing to change the Declaration in part or in whole.

9. This Declaration may be changed, added to, amended or repealed by the owners of the lots in said Timberline Farms by a majority vote of the then owners of the lots, with each lot having one vote for purposes of any said changes or amendments.

DATED this 21st day of October, 1996.

Debbie A. Doyle
DEBBIE A. DOYLE

STATE OF IOWA)
COUNTY OF MILLS) ss.
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On this 21st day of October, 1996, before me, a Notary Public, in and for said County and State, personally appeared Debbie A. Doyle, known to me to be the identical person named in and who executed the above and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



Curtis J. Hartung
NOTARY PUBLIC