

Western Hills Estates - Mills Co

BK 228-853

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS WITH RESPECT TO WESTERN HILLS ESTATES DIVISION 1, MILLS COUNTY, IOWA

These covenants contained herein are declared to run with the land and shall be binding upon the present and future owners of all or any part of the following described real estate:

Lots One (1) through Sixteen (16), Western Hills Estates Division 1 as platted and recorded being a subdivision of a parcel of land located in part of the NE 1/4 NE 1/4 and in part of the NW 1/4 NE 1/4 and in part of the SW 1/4 NE 1/4 and in part of the SE 1/4 NE 1/4 of Section 15, Township 73 North, Range 43 West of the 5th Principal Meridian, Mills County, Iowa, said parcel being more fully described as follows:

Commencing at the Northeast Corner of said Section 15; thence S00°51'52"W along the East line of the NE 1/4 of said Section 15 a distance of 617.64 feet to the Point of Beginning; thence N90°00'00"W a distance of 1300.21 feet; thence S00°00'00"E a distance of 300.00 feet; thence N00°00'00"W a distance of 473.97 feet to the centerline of Highway No. U.S. 275; thence S04°57'35"E along said centerline a distance of 61.36 feet; thence S05°09'16"E along said centerline a distance of 725.36 feet; thence N90°00'00"E a distance of 603.02 feet; thence S19°05'29"E a distance of 189.59 feet; thence N70°00'00"E a distance of 231.48 feet; thence N03°03'50"E a distance of 188.46 feet; thence N57°14'49"E a distance of 515.89 feet; thence N00°00'00"E a distance of 140 feet; thence N90°00'00"E a distance of 369.28 feet to the East line of the NE 1/4 of said Section 15; thence N00°51'52"E a distance of 596.30 feet to the Point of Beginning. Said parcel contains 34.70 acres, more or less, including presently established right-of-way (4.06 acres), and is subject to easements of record.

Note: The East line of the NE 1/4 of said Section 15 is assumed to bear S00°51'52"W for this description.

If the present or future owners of any of said lot, or their grantees, heirs or assigns shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

1. No dwelling shall be erected on any lot until the owner of said lot has obtained approval of the building plan and site plan and location of the house on the lot of such dwelling from the signers of these covenants, their heirs, assigns or an approving committee appointed by the signers of these covenants.

2. In the construction of all dwellings of exposed foundations facing any street shall be stone or brick faced. All other exposed foundations shall be painted, all roofing shall be of wood shingle or approved construction.

Minimum square footage per family:

- a. 1500 square feet, ranch style, main floor living area.
- b. 1650 square feet, split entry style, main floor living area.
- c. 1650 square feet, tri-level style, main floor and upstairs living area.
- d. 1650 square feet, one and one-half story style, main floor and upstairs living area.
- e. 1800 square feet, two story style, main floor and upstairs living area.
- f. 1750 square feet, multi-level style, main floor and upstairs living area.
- g. Any campers or motor homes must be kept in enclosed garage.

3. No fences shall be built or erected on any lot without the express approval of the signers hereof.

4. All vacant lots shall be maintained in such a way that their appearance will not be objectionable. In this regard, no dumping shall be allowed on any vacant lot.

5. No outside above ground trash or garbage piles, burners, receptacles or incinerators shall be erected, receptacles will be allowed as long as they are not exposed. No outside burning allowed. All propane tanks will have a redwood fence enclosure or suitable plantings on two or three sides as best suits location. All weeds and grass shall be kept cut down to a maximum height of 12 inches above ground level. All plots shall be kept free of all types of trash and debris.

6. The assembly-disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage and the storage or parking of cars, trucks, equipment or other machinery shall likewise be prohibited. No overnight parking on the streets.

7. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on said real estate shall at any time be used as a residence temporarily or permanently, or shall any structure of a temporary character be used as a residence. No structure shall be occupied as a residence until all exterior construction is fully completed according to approved plans. In addition, no outbuildings of any type shall be allowed on any portion of the above described real estate without permission by signers.

8. Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation or requirement for its enforcement.

9. No commercial dog kennels or any commercial livestock operation. Absolutely no swine operation of any kind will be allowed.

10. Each dwelling shall have a two or three car garage. The garage may be attached, detached or under the dwelling.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

12. In constructing the residence and buildings, all set back buildings shall be within the following specifications:

- a. The distance from the front property line to the residence shall be at least 60 feet or otherwise approved prior to construction.
- b. The distance from the residence/garage/barn or utility building to the side lot or rear lot line shall be a minimum of fifteen (15) feet from each side.

13. All driveways from the street to the home and/or garage are to be constructed of concrete, asphalt or brick.

14. All satellite dishes over 30 inches in diameter are to be installed behind the house on the respective lots.

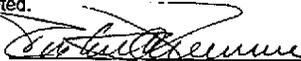
15. If the present or future owners of any of said lots, or their grantees, heirs or assigns shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

DATED this 21st day of August, 1997.


 Western Hills Ranch Corp.
 Ellison VanPelt, President

STATE OF IOWA, COUNTY OF MILLS, ss.

On this 21 day of August, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ellison Van Pelt, to me personally known, who being by me duly sworn did say that he is the President of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Ellison Van Pelt as an officer acknowledged that the execution of the foregoing instrument to be the voluntary act and deed of the corporation by it and by him voluntarily executed.


 Notary Public

