

379-77  
Willow Park Est  
Mills Co

Preparer: James A. Thomas, Peters Law Firm, P.C., 10 N. Walnut St., Glenwood IA 51534, 712-627-4877

PROTECTIVE COVENANTS  
WILLOW PARK ESTATES

A parcel of land located in part of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$  NE $\frac{1}{4}$ ) and in part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section Five (5), all in Township Seventy-one (71) North, Range Forty-three (43) West of the 5<sup>th</sup> Principal Meridian, Mills County, Iowa, said parcel being more fully described as follows: Commencing at the Northwest Corner of said SE $\frac{1}{4}$  NE $\frac{1}{4}$  and the Point of Beginning; thence N00°37'44"W along the West line of said NE $\frac{1}{4}$  NE $\frac{1}{4}$  a distance of 49.54 feet; thence N87°05'20"E a distance of 455.35 feet; thence S18°58'32"E a distance of 1391.76 feet; thence S87°04'28"W a distance of 227.90 feet; thence N00°37'44"W a distance of 301.66 feet; thence S89°01'31"W a distance of 665.36 feet to the West line of said SE $\frac{1}{4}$  NE $\frac{1}{4}$ ; thence N00°37'44"W along said West line a distance of 964.83 feet to the Point of Beginning. Note: The West line of the SE $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 5 is assumed to bear N00°37'44"W for this description.

1. 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 covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.
2. Each lot shall contain one single family residence with minimum square footage as follows:
  - a. 1200 square feet, of living area, with a two (2) car attached garage.
3. In constructing the residence, all set back buildings shall be within the following specifications:
  - a. The distance from the front lot line to the residence shall be at least 75 feet.
  - b. The distance from the rear of the residence to the back lot line shall be a minimum of 25 feet.
  - c. The distance from the residence/garage to the side lot line shall be a minimum of 25 feet.
4. It is understood that all construction of personal residences shall be completed within 18 months of the date of commencement of the laying of the foundation.
5. No trailer, mobile homes, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence - temporarily or permanently. Nor shall any residence of a temporary character be permitted.
6. Each owner shall be responsible to maintain their premises free from all junk, abandoned cars and accumulated debris.
7. It is understood that there will be no commercial dog kennels. No hog confinement operations shall be permitted.
8. Swine are strictly prohibited.
9. Swimming pools must be located in the rear yard, behind the house. Pools must be completely surrounded by a barrier at least four feet in height. The barrier must not allow the passage of...

- 10. Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation or requirement for its enforcement.
- 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 ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 13. All types of farming are permitted on the acreage residential lots.
- 14. All accessory buildings must be beside or behind the primary residence.

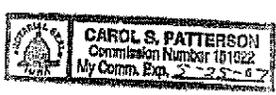
Signed this 10 day of OCT., 2006.

*James R. Hughes*  
 \_\_\_\_\_  
 James R. Hughes

*Monica A. Hughes*  
 \_\_\_\_\_  
 Monica A. Hughes

STATE OF IOWA                    )  
   ) SS:  
 COUNTY OF MILLS                )

On this 10 day of OCT., 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared James R. Hughes and Monica A. Hughes, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



*Carol S. Patterson*  
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 CAROL S. PATTERSON  
 NOTARY PUBLIC IN AND FOR  
 SAID COUNTY AND STATE