

551-3321

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS  
GOVERNING THE OWNERS OF LOTS IN THE BROOKVIEW  
SUBDIVISION - WOODBINE, IA.

See S1632  
Plat Book 8 Page 70  
FILE NO 3321  
BOOK 551 PAGE 3321

Duane E. Mann  
Janice A. Mann

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*Shirley A. Simpson*

HARRISON COUNTY IOWA

Dated: April 6, 1999

To:

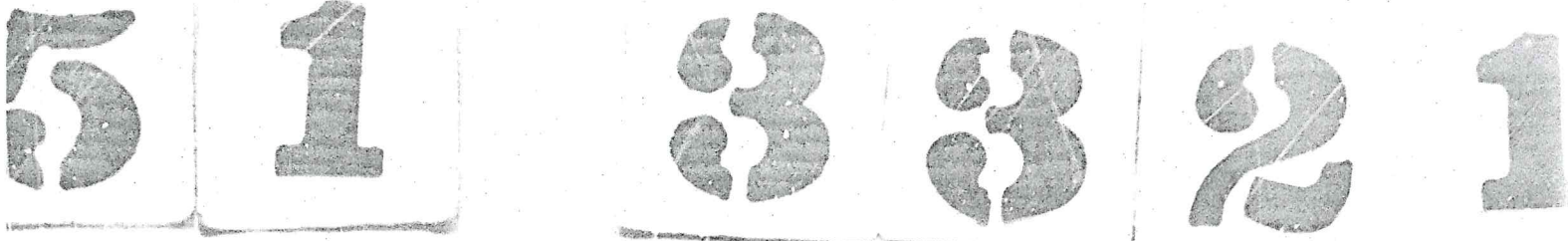
The Public

Duane E. Mann and Janice A. Mann (husband and wife) in the Warranty Deed conveying to the undersigned, herein declare that we are the owners of the following described real estate located in Harrison County, Iowa to-wit:

Real Estate described as shown in Exhibit A attached hereto:

The undersigned hereby declare that the following are the restrictive and protective covenants governing ownership and use of the lots in said subdivision or any combination thereof for residential building sites, to wit:

- A. All lots described herein shall be known described and used solely as single family residential lots, shall be no more than two stories in height, shall have a minimum square footage of 1250 square feet of living space on the ground level of a one-level family dwelling, or 1050 square feet on the ground level of a family dwelling one and one-half to two stories in height, exclusive of basement, garage and have at least a two car garage. The roofline shall be broken in such a manner as to eliminate dwellings that are purely rectangular or square in shape. All separate buildings must be neat in appearance and compatible with and like in quality with the homes situated on the lots which are a part of this development. No lot shall be subdivided.
- B. All structures in said addition shall be of new construction.
- C. Each lot owner must construct a dwelling within 2 years from the purchase date of the lot.
- D. No dwelling or structure shall be erected on any building lot until the plans and specifications for such building have been submitted to and approved by the Brookview Subdivision Review Committee. The submitted plans and specifications shall contain details of design, color scheme, elevation, location and dimensions of structures, type of construction, materials to be used, and shall show plans for landscaping, fences, decks and patios. Approval in writing by the Brookview Subdivision Review Committee must be made before construction commences, unless the review committee fails to approve or disapprove such plans and



specifications within (30) days after such plans and specifications have been submitted, in which case approval shall be deemed to have been granted. No Modular homes may be built on these lots without the prior approval of the Brookview Subdivision Review Committee. Duane E. & Janice A. Mann shall serve as the Brookview subdivision Review Committee until further notice.

- E. Each resident shall provide for off-street parking, which may be in the manner of a drive, at least 20 feet wide from curb to garage door opening and all driveways must be constructed of Portland concrete.
- F. No building or structure shall be located closer than 30 feet from the front property line of the lot. No building or structure can be located closer than 5 feet from the sides and back of the lot. No buildings or structures can be located upon any utility easement.
- G. All construction shall be completed within 180 days of the date when construction is commenced. Within 90 days of the date construction is commenced, the exterior construction of such structure shall be finished.
- H. No dogs shall be allowed on the property described herein unless said property is fenced or dogs are on a leash and in control of the owner. There shall be no boarding kennels on the premises.
- I. No motor home, travel trailer, boat or camper shall be parked or stored on the property more than 72 continuous hours unless housed in a garage or proper building as herein allowed. No camper, trailer, mobile home type residence, whether on wheels or placed on a permanent foundation and whether in one unit or multiple units, shall be erected or located on any of said real estate. No temporary home, basement, tent, shack, shed, garage, barn, or other outbuildings shall be erected or located on any of said real estate at any time, except as otherwise herein allowed, nor shall any building or residence of a temporary character be permitted or located on any of said real estate.
- J. No automobiles shall be parked in the street right-of-way, except temporarily, and all automobiles shall be in operating order. No vehicle shall be upon blocks or inoperative more than five days except in an enclosed garage.
- K. Lawns are to be seeded, mowed and generally groomed so to be neat in appearance. All lots shall be mowed and kept in neat appearance from time of purchase and during construction of a residence.
- L. All additions or renovations must be completed as to outside appearance within 60 days from date of construction commences.
- M. No livestock of any kind is allowed on said lots.
- N. No posters or outdoor signs of any kind may be erected or placed on any part of the above described premises, except only that residential "For Sale" signs not exceeding four feet square shall be permitted. This restriction shall not apply to the developer of development and sale of said subdivision.
- O. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2010 at which time said covenants shall be automatically extended for a successive period of ten years unless by a vote of the majority of the owners of the lots, it is agreed to change the said covenants in whole or in part, one vote allocated to each lot in the subdivision.

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- P. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before 2010, it shall be lawful for any person or persons owning other lot in said development or subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either prevent him or them from do so doing or to recover damages or dues of such violation.
- Q. Invalidation of any one of these covenants by Judgement or Court Order shall not affect any of the other provisions, which shall remain in full force and affect.

Executed in Harrison County, Iowa, this 6th day of April, 1999

Signature: Duane E. Mann  
Duane E. Mann

Signature: Janice A. Mann  
Janice A. Mann

STATE OF IOWA, COUNTY OF HARRISON )ss.

On this 6<sup>th</sup> day of April, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane E. Mann and Janice A. Mann, husband and wife, 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.

Kenneth D. Waite  
Notary Public in and for the State of Iowa

