

03302



PETERS  
LAW FIRM,  
P.C.

233 PEARL STREET  
P.O. BOX 1078  
COUNCIL BLUFFS,  
IOWA 51502-1078  
712-328-3157  
FAX: 712-328-9092

GLENWOOD OFFICE  
10 NORTH WALNUT  
GLENWOOD, IA 51534  
712-527-4877

FAX: 712-527-3418

NEOLA OFFICE  
401 FRONT STREET  
NEOLA, IA 51568  
712-485-2265

JAMES A. CAMPBELL  
C. DENNIS LEU  
DENNIS M. GRAY  
JAMES A. THOMAS  
LYLE W. DITMARS  
SCOTT H. PETERS  
JOHN M. McHALE  
JACOB J. PETERS  
LEO P. MARTIN  
SCOTT J. ROGERS  
JON E. HEISTERKAMP  
MATTHEW G. WOODS  
EDWARD D. JORGENSEN

FILED

Examin'd  
Recorded  
Mills Co.

SEP 01 1998

2:00 PM  
# 6120 pd

Spate  
Mills County Recorder

Plat Cab A SL 180A  
MISC BK 240 Pg 121-131  
a.d, Consent, State, Ded.  
Restrict. Cov.  
Cambridge Estates

June 26, 1998

Mills County Auditor  
Mills County Courthouse  
Glenwood IA 51534

Dear Cheryl:

I have examined an Abstract of Title in one parts, certified to by the Mills County Abstract Company from the government entry down to the 17th day of June, 1998, at 8:00 a.m. Said abstract contains 29 entries and deals with the title to the following described real estate, to wit:

A parcel of land located in part of the NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 32, Township 73 North, Range 42 West of the 5th Principal Meridian, Mills County, Iowa, said parcel being more fully described as follows: Commencing at the Northwest Corner of said Section 32 and the Point of Beginning; thence S00°51'08"W along the West line of said NW $\frac{1}{4}$  NW $\frac{1}{4}$  a distance of 1318.97 feet to the Southwest Corner of said NW $\frac{1}{4}$  NW $\frac{1}{4}$ ; thence S89°36'18"E along the South line of said NW $\frac{1}{4}$  NW $\frac{1}{4}$  a distance of 700.74 feet; thence N01°40'10"E a distance of 839.12 feet; thence N89°31'07"W a distance of 445.00 feet; thence N01°40'10"E a distance of 479.05 feet to the North line of said NW $\frac{1}{4}$  NW $\frac{1}{4}$ ; thence N89°31'07"W along said North line a distance of 274.54 feet to the Point of Beginning.

Based upon my examination of the abstract, I am of the opinion that title to said property is in GREEN VALLEY INVESTMENT L.L.C., an Iowa Corporation, subject to the following:

I. At entry 28 of the abstract appears a Mortgage in favor of Iowa State Bank, dated June 3, 1998, and filed June 10, 1998, in Book 237, Pages 650-653, Miscellaneous Records, in the original amount of \$150,000.00, which Mortgage is a first lien on the property under examination.

Rel

II. Entry 23 shows Restrictive Covenants. A copy is attached to this opinion for your review.

240/121

8-24-99  
Ref. Abstract/Exec.  
251/187-111

Copy to  
Auditor  
Abstract  
Abstract

1-19-99  
Attachment to Restrictive Cov.  
244/294-295

Amended Restrictive  
Covenants 5-27-9  
248/525-5

## MISCELLANEOUS RECORD BOOK 240, MILLS COUNTY, IOWA

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III. Entry 4 provides for an Easement to Iowa Power and Light Company to provide an anchor approximately 75 feet north of the south line of the above-described property and approximately 50 feet east of the centerline of the Mills County Road, located along the west side of said real estate.

IV. CAVEAT. a) The abstract does not disclose the existence of hazardous substances, pollutants, contaminants, hazardous wastes, underground storage tanks, drainage wells, active or abandoned water wells, and other environmentally regulated activities. Please be aware that federal, state and local legislation may, in the event environmental or public health violations occur, permit injunctive relief and require removal and remedial actions or other clean-up. The cost of such remedies may become a lien against the real estate and you may have personal liability even though you have not disposed of any hazardous substances, pollutants, contaminants, or hazardous wastes on the real estate or used any underground storage tanks or wells. If you are uncertain about which materials may be hazardous, contact the U.S. Environmental Protection Agency or the Iowa Department of Natural Resources for assistance.

b) A title opinion cannot fix or determine the exact boundary lines of a property.

c) Unrecorded easements for items such as overhead wires, driveways, title lines, roadways, utility lines, or other encroachments, especially by adjoining owners, are not revealed in the abstract.

d) Persons in possession of the property, such as tenants, may have certain rights to the property which are not filed of record or shown in an abstract. Iowa law provides that you have notice of such claims, if inquiry of the person or persons in possession would have disclosed those claims.

e) Since the following cannot be determined by examination of the abstract, your attention is called to the fact that you are required to take notice of any facts that would be disclosed by a survey; the right to file mechanics' liens against the premises for labor or materials furnished in connection with improvements thereon within 90 days from the furnishing of the last item; and rights of access to and from highways and streets which may be designed as "controlled access facilities" by state or city authorities.

f) This examiner cannot and does not certify as to any proceedings of record in any other county, including the Bankruptcy Court in Des Moines, Iowa.

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g) This examination is based upon the Abstract of Title and the Certificate of the Abstracter that the abstract contains everything in the public records of Mills County, Iowa.

Subject to the foregoing, we find the title marketable.

Very truly yours,

PETERS LAW FIRM

By: 

JAT:jy

CONSENT TO PLATTING

Re: A parcel of land located in part of the NW¼ NW¼ of Section 32, Township 73 North, Range 42 West of the 5th Principal Meridian, Mills County, Iowa, said parcel being more fully described as follows: Commencing at the Northwest Corner of said Section 32 and the Point of Beginning; thence S00°51'08"W along the West line of said NW¼ NW¼ a distance of 1318.97 feet to the Southwest Corner of said NW¼ NW¼; thence S89°36'18"E along the South line of said NW¼ NW¼ a distance of 700.74 feet; thence N01°40'10"E a distance of 839.12 feet; thence N89°31'07"W a distance of 445.00 feet; thence N01°40'10"E a distance of 479.05 feet to the North line of said NW¼ NW¼; thence N89°31'07"W along said North line a distance of 274.54 feet to the Point of Beginning.

Comes Now Iowa State Bank of Hamburg IA and states as follows:

Title to the above-described property is in Green Valley Investment L.L.C., subject to our mortgage, as follows:

- 1. Mortgage, dated June 3, 1998, and filed June 10, 1998, in Book 237, Pages 650-653, Miscellaneous Records, in the original amount of \$150,000.00.

By execution of this statement we hereby consent to the filing of a plat for Cambridge Estates Subdivision. The filing is in accordance with our desires and we hereby agree to the filing of the subdivision plat.



Iowa State Bank  
*Dan H. Boatman, Pres.*  
*D. Clay Boatman, AVP*  
By: **Iowa State Bank, Hamburg, Iowa**

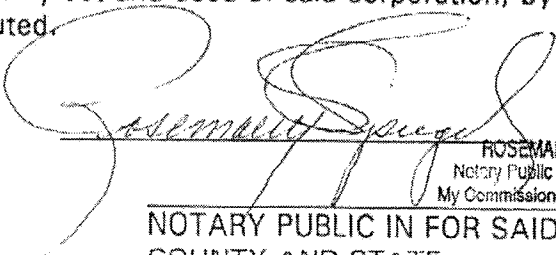
STATE OF IOWA       )  
                                  )  
COUNTY OF FREMONT )

On this 21<sup>st</sup> day of July, 1998, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Dan Boatman and D Clay Boatman to me personally known, who, being by me duly sworn, did say that he is (or they are) the Pres. and AVP respectively

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of said Corporation; that the seal affixed thereto is the seal of said (or) no seal has been procured by the said Corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Pres. and AVP as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation; by it and by him (or them) voluntarily executed.



ROSEMARY L. SPIEGEL  
Notary Public in the State of Iowa  
My Commission Expires Nov. 1, 1999

NOTARY PUBLIC IN FOR SAID  
COUNTY AND STATE

MISCELLANEOUS RECORD BOOK 240, MILLS COUNTY, IOWA

DEDICATION - CAMBRIDGE ESTATE SUBDIVISION

RE: A parcel of land located in part of the NW¼ NW¼ of Section 32, Township 73 North, Range 42 West of the 5th Principal Meridian, Mills County, Iowa, said parcel being more fully described as follows: Commencing at the Northwest Corner of said Section 32 and the Point of Beginning; thence S00°51'08"W along the West line of said NW¼ NW¼ a distance of 1318.97 feet to the Southwest Corner of said NW¼ NW¼; thence S89°36'18"E along the South line of said NW¼ NW¼ a distance of 700.74 feet; thence N01°40'10"E a distance of 839.12 feet; thence N89°31'07"W a distance of 445.00 feet; thence N01°40'10"E a distance of 479.05 feet to the North line of said NW¼ NW¼; thence N89°31'07"W along said North line a distance of 274.54 feet to the Point of Beginning.

Comes Now Greem Valley Investment L.L.C., by John Sheldon as owner of Cambridge Estates Subdivision and state that the plat of Cambridge Estate Subdivision as attached hereto is prepared with my free consent and in accordance with my desires. The Cambridge Estates Subdivision does not have any lands to be dedicated to the public for streets, alleys, parks, school property or other public use.

Green Valley Investment L.L.C

*John Sheldon*  
John Sheldon

STATE OF )  
COUNTY OF )

On this 29 day of July, 1998, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared John Sheldon and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is (~~or they are~~) the President and \_\_\_\_\_ respectively of said Corporation; ~~that the seal attached thereto is the seal of said corporation~~ no seal has been procured by the said Corporation; that said instrument was signed (~~and sworn~~) on behalf of said corporation by authority of its Board of Directors; and that the said John Sheldon as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation; by it and by him (or them) voluntarily executed.



*James A. Thomas*  
NOTARY PUBLIC IN FOR SAID  
COUNTY AND STATE

RESTRICTIVE COVENANTS  
CAMBRIDGE ESTATES SUBDIVISION

Re: A parcel of land located in part of the NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 32, Township 73 North, Range 42 West of the 5th Principal Meridian, Mills County, Iowa, said parcel being more fully described as follows: Commencing at the Northwest Corner of said Section 32 and the Point of Beginning; thence S00°51'08"W along the West line of said NW $\frac{1}{4}$  NW $\frac{1}{4}$  a distance of 1318.97 feet to the Southwest Corner of said NW $\frac{1}{4}$  NW $\frac{1}{4}$ ; thence S89°36'18"E along the South line of said NW $\frac{1}{4}$  NW $\frac{1}{4}$  a distance of 700.74 feet; thence N01°40'10"E a distance of 839.12 feet; thence N89°31'07"W a distance of 445.00 feet; thence N01°40'10"E a distance of 479.05 feet to the North line of said NW $\frac{1}{4}$  NW $\frac{1}{4}$ ; thence N89°31'07"W along said North line a distance of 274.54 feet to the Point of Beginning.

The purpose of all covenants is to assure present and future property owners of continued value of their property. It is also intended that a peaceful and serene quality of life be maintained in the Cambridge Estates Subdivision, and that any and all construction blend harmoniously with the surroundings of the subdivision with as little disturbance to the natural surroundings as possible.

1. Each residence will contain a minimum of one thousand one hundred (1,100) square feet of finished living area not including basements. Each residence shall also have a minimum of a two car attached garage.
2. All residences and building must be setback from the property lines as follows:
  - a. Front yard - 90' from road right of way of Falcon Lane for Lots 3, 4, 5, 6, 7, and 8, and 90' from Gaston Road right of way for Lots 1 and 2.
  - b. Side yard - All buildings shall be at least 30' from the side lines of the above lots. In this regard there is also reserved a perpetual easement 10' in width on the front lines of all lots reserved for the installation and

Cambridge Estates Subdivision  
 Covenants 248/525-526  
 5-27-99

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maintenance of utilities and drainage.

3. Each lot may contain two buildings separate from the home. These buildings must be consistent with the construction of the home and may not contain more than two thousand (2,000) square feet for both of the two buildings, nor be at a height of more than 12 feet at the lowest point of beginning of the roof line. The construction shall be allowed on a sideyard or backyard and shall be set back from the road an equal distance as the front of the residence to the road.
4. The exposed portion of any chimney must be brick or stone or construction with a type of building material that shows the quality and appearance of brick or stone. Chimneys may also be enclosed with siding materials consistent with the siding on the home.
5. No residence may be erected on the real estate unless and until the building plans have been submitted to and approved by the grantors, their heirs, successors, or assigns.
6. No residence or exterior structure shall be placed, erected or used for business, professional, trade or commercial purposes on the real estate, provided, however, that this restriction shall not prevent the maintenance of an office area in a residence which is not a principal place of business.
7. No noxious or offensive activity shall be carried on upon the real estate, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon the real estate or be permitted to accumulate or remain on the real estate, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood. The grantees, their heirs, successors and assigns shall properly maintain the real estate in a neat, clean and orderly fashion. All residences and exterior structures shall be kept and maintained in good condition and repair at all times.
8. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding erected in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
9. The assembly, disassembly or general service work on machinery, trucks or cars may be done only in an enclosed garage or building.

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10. Parking or storing cars, trucks, equipment or other machinery for longer than two weeks is prohibited. This will not prevent the interior storage of vehicles or equipment.

11. All driveways will be surfaced with a minimum of crushed rock or gravel.

12. Each lot within the Cambridge Estates Subdivision has been established with an objective of total harmony with all other lots and therefore hereafter no division shall be allowed which could result in any lot being divided or sold resulting in additional residences or uses not contemplated under these provisions.

13. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of the recording of this subdivision, at which time said covenants may be extended for successive periods of twenty-five (25) years by written actions of the then owners of a majority of the lots.

14. If any owner of any lot or their heirs or assigns shall violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owing any other lots in said subdivision to prosecute by proceeding at law or in equity against the person or persons violating or attempting to violate these covenants to prevent them from so doing or to recover damages.

15. 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.

16. It is understood that a Cambridge Estates Homeowners Association shall be established for the owners of the property in the subdivision which will have the right to levy assessments against the lots for maintenance of the road system, and that all lots are subject to the rules and regulations established by the Homeowners Association.

