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 LORIE A. THOMPSON  
 RECORDER  
 HARRISON CO. IOWA

Prepared by:

Ralph E Spencer III, 322 E 7<sup>th</sup> Street, Logan, Iowa (712) 644-2151

**PROTECTIVE COVENANTS**  
**FOR**  
**HARRIS GROVE COUNTRY ESTATES**  
**PHASE I**

These covenants contained herein pertain to the real estate legally described in Exhibit "A".

1. All lots described herein shall be known, described and used solely as single family, acreage, and residential lots. Current owners, Ralph E. Spencer III & Ruth E. Spencer, reserve the right to split Lots 8 – 9 – and 10, each into two lots. These newly created lots, would then be numbered 8A-8B, 9A- 9B, & 10A- 10B respectively. The "A" Lots shall be the Southerly Lots. The "B" Lots shall be the Northerly Lots. Should this occur, these covenants shall also be binding and in effect on the newly created Lots. The easements along the front and side lot lines referred to in item 20 of this document shall also apply to and be binding upon the newly created lots.

Minimum square footage per family:


- a) 1250 square feet, ranch style, main floor living area.
  - b) 1450 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) 1650 square feet, multi-level style, main floor and upstairs living area.
2. 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 resident of a temporary character be permitted.
  3. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage or shop.

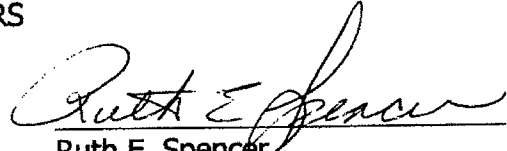
4. No trailers or mobile homes shall be allowed on the premises on a temporary or permanent basis, except 1 motorized home or pull-type trailer travel trailer or camping trailer can be parked on the property. Livestock trailers for owners use are permitted.
  5. Each owner shall be responsible to maintain their premises free from all junk, abandoned cars and accumulated debris.
  6. No junkyards shall be permitted.
  7. No commercial dog kennels, or livestock confinement operations shall be permitted.
  8. No hogs (swine) shall be permitted.
  9. Horses and/or cattle shall be permitted at the rate of 2 head per the first 3 acres, and 1 head for each additional 2 acres of each parcel. This allocation shall be interpreted collectively, and not 2 head per each species for the first 3 acres and so on.
  10. All homes constructed are to be of lumber, brick, concrete or concrete block or other common house building materials with a two-car garage. The two-car garage can be under the home, attached or detached. All homes are to be stick-built on the site. The developer reserves the right to approve or disapprove earth style, earth berm or factory built homes in the subdivision.
  11. The titleholders of the platted lot shall care for their pets so they will not be a nuisance to the neighborhood.
  12. In constructing the residence and buildings, all set back requirements shall be within the following specifications:
    - a) The distance from the front lot line to the residence shall be at least fifty feet (50').
    - b) The distance from the residence/garage/barn or utility building shall be a minimum of at least twenty-five (25') feet from the side lot lines, and fifty (50') feet from the rear lot line.
  13. Titleholder of the property, vacant or improved, shall keep his lot or lots free of weeds and debris, and maintained in a neat, well-kept manner.
  14. No obnoxious or offensive trade shall be carried on nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
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15. Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation or requirement for its enforcement.
  16. The fence in front of the residence shall not exceed four (4') feet in height. Any type of fence constructed behind the residence shall not exceed six (6') feet in height. Chain link fencing shall not be permitted in front of the residence. All interior fencing between parcels shall be constructed of barbless materials. Owner's shall be responsible for construction and maintenance of their respective share ( $\frac{1}{2}$ ) of neighboring interior line fences. Right hand fence rule shall apply unless special agreements are reached between adjoining landowners. Owners shall also be responsible for care, maintenance, and any future replacement of their Perimeter Boundary Line Fences.
  17. All buildings constructed in the Harris Grove Country Estates, Phase I shall be so constructed as to blend in harmoniously with the existing homes, including color, and shall not be located in the front of the dwelling.
  18. No motor cross or race tracks permitted.
  19. No organized shooting ranges or shooting clubs shall be permitted.
  20. The front ten (10') feet of all lots and the ten (10') feet adjoining side lot lines of all lots shall be subject to an easement which is hereby reserved for use for the installation and maintenance of both public and private underground utilities, namely private water wells, private water lines, and electrical lines to serve these wells. This easement is for the primary purpose of providing water to other property owners if necessary. This easement will be used only if needed to provide water to other owners of Lots in Harris Grove Country Estates Phase I. Should the owners of Lots in Harris Grove Country Estates Phase I need to use the 10' easement area on another property owner's property to obtain water, the cost of the new well and lines constructed on the easement area shall be 100% the responsibility of the party needing the well. The person owning the easement area upon which the new well is located shall have no responsibility for installation, and/or maintenance costs of said well and lines. There shall be no two party wells on these parcels, unless agreed to in writing by the parties involved. This agreement is in no way intended to create two party wells, and in no way shall it force a property owner to supply another property owner water from their own private well.
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21. The owners of all Lots in Harris Grove Country Estates Phase I agree to accept normal water drainage from adjoining parcels as dictated by mother nature and the lay of the land. Said owners also agree not to change this normal drainage pattern in any way that would alter normal water drainage patterns onto an adjoining land owner, unless such change is agreed to in writing by all affected parties.
  
  22. 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.
  
  23. If the present or future owners of any of said lots, or the 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.
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SIGNATURE PAGE  
RESTRICTIVE COVENANTS  
HARRIS GROVE COUNTRY ESTATES  
PHASE I  
OWNERS

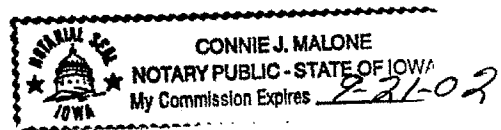
  
Ralph E. Spencer III

  
Ruth E. Spencer

STATE OF IOWA     )  
COUNTY OF        ) ss.  
HARRISON         )

On this 15<sup>th</sup> day of August, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Ralph E. Spencer III and wife, Ruth E. Spencer, to me know to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

  
NOTARY PUBLIC



## EXHIBIT "A"

PART OF LOT THREE (3) OF GOVERNMENT LOT TEN (10), LOT TWO (2) OF GOVERNMENT LOT ELEVEN (11), LOT TWO (2) OF GOVERNMENT LOT SIXTEEN (16), LOT ONE (1) OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4 SW1/4), THE WEST THIRTY-THREE (33) RODS OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 SW1/4) OF SECTION SIX (6) IN TOWNSHIP SEVENTY-EIGHT (78) NORTH, RANGE FORTY-TWO (42); AND PART OF GOVERNMENT LOT FIFTEEN (15), AND PART OF LOT TWO (2) OF GOVERNMENT LOT FOURTEEN (14) IN SECTION ONE (1) IN TOWNSHIP SEVENTY-EIGHT (78) NORTH, RANGE FORTY-THREE (43); ALL WEST OF THE 5TH P.M., IN HARRISON COUNTY, IOWA; MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 10 IN SECTION 6-78-42; THENCE S00°09'15"E (AN ASSUMED BEARING RELATIVE TO ALL BEARINGS CONTAINED HEREIN) ALONG THE WEST LINE OF SAID GOVERNMENT LOT 10 A DISTANCE OF 644.20 FEET TO THE NORTHWEST CORNER OF LOT 3 IN GOVERNMENT LOT 10 AND THE POINT OF BEGINNING; THENCE N88°25'12"E ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 882.19 FEET TO AN EXISTING FENCE LINE; THENCE S15°31'18"E ALONG SAID FENCE LINE A DISTANCE OF 589.77 FEET; THENCE S56°18'12"E ALONG SAID FENCE LINE A DISTANCE OF 200.45 FEET; THENCE N88°43'18"E ALONG SAID FENCE LINE A DISTANCE OF 278.16 FEET TO THE EAST LINE OF LOT 2 IN GOVERNMENT LOT 16; THENCE S00°26'25"E ALONG SAID LINE A DISTANCE OF 1314.17 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE S88°25'37"W FOR 9.09 ALONG THE NORTH LINE OF LOT 3 (THE WEST 33 RODS) OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 TO AN EXISTING FENCE; THENCE S00°18'14"W FOR 712.28 FEET ALONG SAID EXISTING FENCE; THENCE S01°03'42"E FOR 605.80 FEET ALONG SAID EXISTING FENCE TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE S88°27'54"W ALONG SAID SOUTH LINE A DISTANCE OF 888.70 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE N00°01'09"E ALONG AN EXISTING FENCE LINE A DISTANCE OF 736.91 FEET TO THE NORTHEAST CORNER OF LOT 3 IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE S88°38'37"W ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 143.98 FEET TO THE EAST LINE OF LOT 2 IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE N01°48'14"E ALONG SAID EAST LINE (AND THE CENTERLINE OF A COUNTY ROAD) A DISTANCE OF 609.12 FEET; THENCE CONTINUING ALONG SAID CENTERLINE ON A 165.00 FOOT RADIUS CURVE TO THE RIGHT (CURVE CONCAVE EASTERLY) AN ARC LENGTH OF 82.76 FEET WITH A CHORD BEARING OF N16°10'24"E AND DISTANCE OF 81.90 FEET TO A POINT OF INTERSECTION WITH A NORTHWESTERLY COUNTY ROAD; THENCE N35°17'39"W ALONG SAID CENTERLINE OF COUNTY ROAD A DISTANCE OF 636.69 FEET; THENCE CONTINUING ON SAID CENTERLINE ON A 466.86 FOOT RADIUS CURVE TO THE RIGHT (CURVE CONCAVE NORTHEASTERLY) AN ARC LENGTH OF 186.24 FEET (CHORD BEARS N23°51'57"W A DISTANCE OF 185.01 FEET); THENCE CONTINUING ON SAID CENTERLINE N12°26'12"W A DISTANCE OF 1043.45 FEET TO A POINT ON THE WEST LINE OF THE EAST 10 RODS (165') OF GOVERNMENT LOT 14 IN SECTION 1-78-43; THENCE N00°09'15"W ALONG SAID WEST LINE A DISTANCE OF 171.73 FEET; THENCE N88°25'12"E A DISTANCE OF 165.05 FEET TO THE POINT OF BEGINNING. SAID TOTAL PARCEL CONTAINS 85.503 ACRES INCLUDING COUNTY ROADS RIGHT-OF-WAY (QUENTIN TRAIL AND PRESTON PLACE), WHICH CONTAINS A TOTAL OF 4.790 ACRES.