

Harrison County

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LORIE A THOMPSON, COUNTY RECORDER
HARRISON IOWA

Attachment to Plat
(Pages 10-13)

Alan J. Anderson, 110 N. 2nd Avenue, Logan, Iowa 51546 (712)644-2485

PROTECTIVE COVENANTS FOR
HARRIS GROVE COUNTRY ESTATES PHASE III

These covenants contained herein pertain to the real estate legally described in Exhibit "A" attached hereto and made a part hereof by this reference.

1. All lots described herein shall be known, described and used solely as single family, acreage, and residential 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. The undersigned, the owners of all lots in this subdivision, reserve to themselves the right to allow or prohibit manufactured housing on a case by case basis.

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. All trailers must be parked alongside or behind the residence.

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 in the subdivision.

9. Horses, cattle and alpacas shall be permitted in the subdivision at the rate of 2 head total per the first three acres, and 1 head for each additional two acres for Lots 18, 20, 23, 24, 25, 26, 29 and 30. Horses, cattle and alpacas shall be permitted at the rate of 2 head total for Lots 16, 17, 19, 21, 22, 27, 28, 31, 32 and 33. All such livestock shall be maintained and cared for so they will not be a nuisance to the neighborhood.

10. All homes constructed are to be of lumber, brick, concrete or concrete block or other common house building materials with a minimum two-car garage. The garage can be under the home, attached or detached. All homes are to be stick-built on the site. The undersigned reserve the right to approve or disapprove earth style, earth berm or factory built homes in the subdivision on a case by case basis. Any construction shall be completed within one year of beginning construction. "Beginning construction" shall be the first of either (1) digging of basement or (2) pouring of foundation. A failure to complete any construction within said time frame shall result in the imposition of an assessment of \$250.00 per day of such violation which shall be enforced by the undersigned, or their successors, being deemed authorized to file with the County Recorder in and for Harrison County, at Logan, Iowa, a certified lien in the amount of said assessment and said filing shall automatically be deemed a lien upon said real estate in favor of Harris Grove Country Estates Phase III Whitetail Drive Road Association and Harris Grove Country Estates Phase III Grove Creek Trail Road Association, equally, with the same force and effect as any other judgment or lien of public record, and all homestead rights relative thereto shall be deemed waived.

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, unless any such setback is not practical and a variance is approved by the Department of Harrison County, Iowa, having jurisdiction to issue set-back variances:

- 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 feet (25') from the side lot lines, and fifty feet (50') 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.

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 feet (4') in height. Any type of fence constructed behind the residence shall not exceed six feet (6') in height. Chain link fencing shall not be permitted in front of the residence. All fencing shall be constructed of barbless materials. Owners shall be responsible for construction and maintenance of their respective share (½) of neighboring interior line fences. Right hand fence rule shall apply for interior fencing unless special agreements are reached between adjoining landowners. Owners shall also be responsible for care and maintenance of their Perimeter Boundary Fences. Boundary fences shall be interpreted to mean fences which adjoin county road Preston Place and private roads Whitetail Drive and Grove Creek Trail, and property boundaries which do not adjoin other property owners in Harris Grove Phase III.

17. The Southerly part of Lots 23, 24 and 25 may be surveyed, to create Lots 23A, 24A or 25A, and sold to an adjoining landowner, reserved from a sale of a lot, or separately sold. These Lots 23A, 24A and 25A may be used for pasture purposes only and not for residence construction.

18. All buildings constructed in Harris Grove Country Estates Phase III shall be professionally constructed so as to blend in harmoniously with the existing homes, including color, and shall not be located in the front of the dwelling. All pools and pool fences shall comply with State law.

19. No organized motor cross or race tracks permitted. Private 4-wheeling and snowmobiling by property owners upon their own property shall be allowed. No such activity shall be so conducted as to become a nuisance to the neighborhood.

20. No organized shooting ranges or shooting clubs shall be permitted.

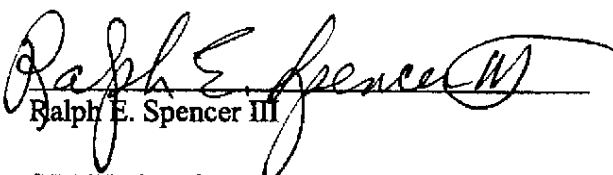
21. The front and rear ten feet (10') of all lots and the ten feet (10') adjoining side lot lines of all lots shall be subject to an easement which is hereby reserved for the installation and maintenance of both public and private water wells, private water lines, both private and public electrical lines, and both private and public telephone lines. As to well and water line easements, such easements will be used if needed to provide water to adjoining owners of Lots in Harris Grove Country Estates Phase III. Should the owners of Lots in Harris Grove Country Estates Phase III need to use the 10' easement area on an adjoining property owners 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 an adjoining property owner water from their own private well.

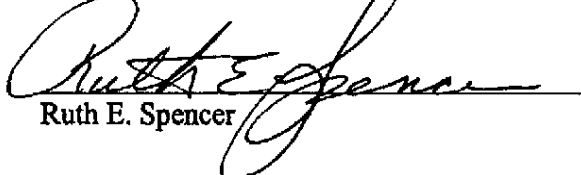
Further, Whitetail Drive and Grove Creek Trail shall be subject to an easement for the location and maintenance of public power and telephone utility lines and equipment.

22. The owners of all Lots in Harris Grove Country Estates Phase III 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. Owners of each lot agree not to remove or restructure any erosion control structures currently in place (terraces and etc.) on their property, without first consulting, and obtaining approval from, the developer and NRCS.

23. 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.

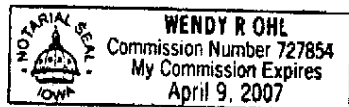
24. If the present or future owners of any of said lots, or the grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person 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 due for such violation.



Ralph E. Spencer III


Ruth E. Spencer

STATE OF IOWA, COUNTY OF HARRISON) ss.

On this 21st day of April, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ralph E. Spencer III and Ruth E. Spencer, 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.




Notary public in and for said State