

COV 550449

Heritage Hills
Harrison Co

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FILE NO. 49 FILED FOR RECORD THE 8th DAY OF STATE OF IOWA, HARRISON COUNTY.
 RECORDING FEES \$ 20.00 July 19 97 AT 9:28 A.M. Lorie A. Thompson, Recorder
 TRANSFER FEES IN --- BOOK 550 PAGE 49 By M. Heffernan, Deputy

S1305 Plat Bk 4 Pg 46 - Total Recording Fee = \$86.00

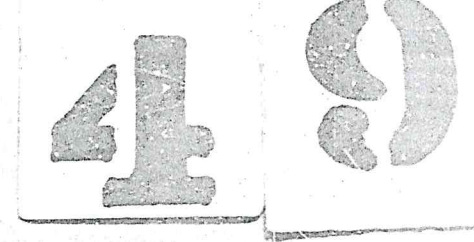
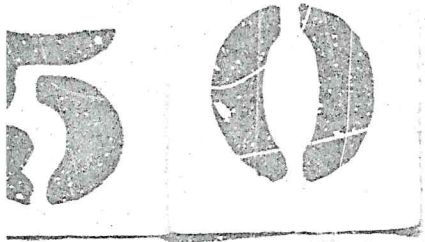
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS WITH RESPECT TO HERITAGE HILLS SUBDIVISION TO HARRISON COUNTY, IOWA

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This Declaration is made by Raymond McDaniel, a single person, as the Owner and Developer of the real estate to be known as HERITAGE HILLS, a Subdivision to Harrison County, Iowa. David P. Butler, a single person, joins in this Declaration as he is presently the Owner of the real estate which will be known as Lot 19 in Heritage Hills. The purpose of this Declaration is to prescribe any covenants, conditions, restrictions and easements with respect to the use of the land in Heritage Hills for the purpose of providing the best and most appropriate development and improvement of each building site and for the protection of the owners of all lots in Heritage Hills.

1. Only one dwelling will be allowed per platted lot.
2. No additional lot splits will be allowed from this plat.
3. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used as a residence temporarily or permanently nor shall any residence of a temporary character be permitted.
4. No trailers or mobile homes shall be allowed on the premises on a temporary or permanent basis, except one motorized home or pull-type travel trailer or camping trailer can be parked on the property.
5. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage.
6. Each owner shall be responsible to maintain their premises free from all junk, abandoned cars and accumulated debris.
7. No junk yards will be permitted.
8. No commercial dog or cat kennels or livestock confinement operations are allowed.
9. Recreational animals are permitted and are to be cared for so that they will not be a nuisance to the neighborhood. With the exception of dogs and cats, only one large animal per acre is allowed. No large animals are to be kept for breeding purposes or commercial use.
10. All homes constructed are to be of lumber, concrete or concrete block and other common house building materials with a two car garage. The two car garage can be under the house, attached or detached.
11. All homes constructed shall have a minimum square footage of heated areas as follows:

A.	One story home	1250
B.	Two story home	1550
C.	Multi-Level home	1300



12. Set-backs:

- A. The house and/or garage must be set back a minimum of 75 feet from the center line of the road. No other buildings are allowed between the house and the road.
- B. No buildings will be constructed within 10 feet of the side or rear of the lot.

13. No homes, dwellings or buildings of any kind shall be constructed on lots 2 and 3 within 400 feet of the westerly boundary of the subdivision, or on lots 4, 5, 6, 7, 8, 9, 10 and 11 within 200 feet of the westerly boundary of the subdivision. The purchasers of each of the above-mentioned lots, or any other lot in the subdivision, are advised that the adjoining landowner on the westerly boundary of the subdivision has for many years been involved in a farm and grain operation on the property and operates a grain elevator on the property. Purchasers of all lots in this subdivision purchase their respective lot with the full knowledge and understanding that they are purchasing property in the middle of a farming area and that the farming operations of all adjoining landowners will continue into the future by said landowners and their successors in title.

14. There is a 10 foot utility easement around the side and rear boundary of each lot. Lot owners will be allowed to build a fence on the side and rear boundary lines. There is a 35 foot easement from the center line of the road and no fence can be constructed on this easement.

15. Except for Lots 1 and 2, any heating or air conditioning system installed in any dwellings constructed in the development shall be electrically operated, and all major appliances installed and used in said dwellings shall be electrically operated.

16. Titleholders of the property, vacant or improved, shall keep their lot free of weeds and debris.

17. The only type of fence allowed in front of the residence will be either a split-rail or chain link fence to not exceed 4 feet in height. Lot owners will be responsible for any fence built on the rear of their lots. Lot owners that share a common side boundary will negotiate the installation and cost of any subject fence.

18. The Developer shall be responsible for the maintenance and snow removal on the private road through Heritage Hills until 4 lots are sold. After 4 lots are sold the lot owners will organize a Home Owners Association for the maintenance and snow removal of the private road and for the enforcement of these covenants. The sale of lots 1, 2, 19 or 20 shall not be counted as one of the 4 lots, as said lots will not use the private road for access and will use the Harrison county road for access to the property. Before the required 4 lots are sold and the Home Owners Association is formed, the Developer may charge the owner of each lot an amount not to exceed \$100.00 per year for his cost of maintenance and snow removal on the private road.

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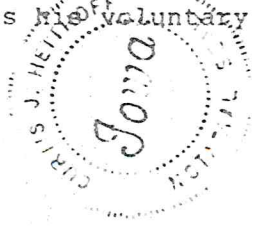
- 19. The owner of each lot shall be responsible for seeding and providing mulch to those areas of each lot which are disturbed by the construction process for the construction of the private road through the subdivision, with each owner being responsible for seeding and providing mulch in a timely manner after the construction process is completed.
- 20. No obnoxious trade shall be carried on nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 21. Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation or requirement for its enforcement.
- 22. Each lot is subject to an easement in favor of Harrison County for the County to travel over that portion of any lot and to bring any necessary equipment onto said lot for the purpose of maintaining the right-of-way for the road through the subdivision should said road ever become part of the Harrison County road system.
- 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 parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate this covenant herein, it shall be lawful for any other person or persons owning any other lots in said development or subdivision, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenant either to prevent him or them from so doing or to recover damages or other dues for such violation.

Raymond McDaniel

 RAYMOND MCDANIEL - OWNER AND DEVELOPER

STATE OF IOWA)
) SS.
 COUNTY OF HARRISON)

On this 22nd day of May, 1997 before me a Notary Public duly commissioned and qualified in and for said County and State came Raymond McDaniel personally known to be to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Chris J. Heitzel

 NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

