

Not a Complete Copy

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S1305 Plat Bk 4 Pg 46

FILE NO. 49

BOOK 550 PAGE 49

RECORDED
INDEXED
FILED
FEE \$ 15.00
Pd

97 JUL -8 AM 9:28

M. Hoffmann, Deputy
LORNE A. THOMPSON
RECORDER
HARRISON COUNTY, IOWA

Total Recording Fee = \$86.00

STATEMENT OF MORTGAGE HOLDER

STATE OF South Dakota)

COUNTY OF Minnehaha)

1ss.

This Statement of Mortgage Holder is made pursuant to Iowa Code Section 354.11(2) by the undersigned representative of the Home Federal Savings Bank.

1. That Home Federal Savings Bank is the holder of a certain Mortgage dated January 26, 1996 and filed of record on February 5, 1996 in Book 548, Page 1856 of the Records of Harrison County, Iowa. Said Mortgage was originally given by David P. Butler, a single person, to HF Mortgage Corp., but HF Mortgage Corp. assigned its interest in said Mortgage to Home Federal Savings Bank by an Assignment of Mortgage dated January 26, 1996 and filed of record on February 5, 1996 in Book 548, Page 1857 of the Records of Harrison County, Iowa. Said Mortgage encumbers the real estate owned by David P. Butler and legally described as follows:

Part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and Part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, Township 79 North, Range 43 West of the 5th Principal Meridian, Harrison County, Iowa, and more particularly described as follows: From the East $\frac{1}{4}$ Corner of Section 31, Township 79 North, Range 43 West; thence N 00°28'38" E (Assumed Bearing) along the East line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 31 a distance of 200.00 feet; thence N 89°31'22" W, a distance of 100.00 feet to the Point of Beginning; thence S 00°28'38" W Parallel to and 100.00 feet West of the East line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 199.27 feet; thence S 00°26'23" W Parallel to and 100.00 feet West of the East line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 31 a distance of 432.87 feet to the centerline of a county road; thence along said county road as follows: N 83°26'51" W

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CURTIS J. HEITHOFF
ATTORNEY AT LAW
508 SOUTH 8TH STREET
COUNCIL BLUFFS, IOWA 51501

May 22, 1997

(712) 325-0888
FAX (712) 325-0894

S1305 Plat Bk 4 Pg 46
FILL NO. 49
BOOK 550 PAGE 49

Harrison County Board of Supervisors
Harrison County Courthouse
Logan, IA 51546

RE: Heritage Hills Subdivision

RECORDED
INDEXED
CLASSIFIED
RECORDING
FEE \$ 15.00
FEE \$ Pd
FEE \$

97 JUL -9 AM 9:28
M. Jefferson, Deputy
LORRAINE THOMPSON
REGISTER
HARRISON COUNTY IOWA

Total Recording Fee = \$86.00

Gentlemen:

I have examined the Abstract of Title to:

All of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ along with part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$; part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$; part of the W $\frac{1}{4}$ NE $\frac{1}{4}$ and part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ all lying in Section 31, Township 79 North, Range 43 West of the 5th Principal Meridian, Harrison County, Iowa and more particularly described as follows: Beginning at the northeast corner of said Section 31, Township 79 North, Range 43 West, thence S 00°28'38" W (Assumed Bearing) along the east line of the NE $\frac{1}{4}$ of said Section, a distance of 2446.63 feet; thence N 89°31'22" W a distance of 100.00 feet; thence S 00°28'38" W, a distance of 199.27 feet; thence S 00°26'23" W, a distance of 432.87 feet to a point in the centerline of a county road, thence westerly along said county road centerline as follows: N 83°26'51" W, a distance of 50.53 feet; thence N 85°57'20" W, a distance of 111.24 feet; thence N 89°33'11" W, a distance of 140.03 feet; thence S 88°38'08" W, a distance of 74.08 feet; thence S 87°25'55" W, a distance of 287.94 feet; thence S 85°20'11" W, a distance of 205.78 feet; thence S 88°41'19" W, a distance of 197.97 feet; thence S 84°35'35" W, a distance of 87.04 feet; thence S 75°43'56" W, a distance of 117.72 feet; thence S 71°07'30" W, a distance of 83.80 feet; thence departing from said county road centerline, N 00°37'01" S, a distance of 301.99 feet to a point on a fence line, thence northerly along said fence line as follows: N 04°38'14" E, a distance of 444.56 feet; thence N 02°05'17" E, a distance of 510.93 feet; thence N 02°49'43" E, a distance of 1934.91 feet to the northwest corner of the NE $\frac{1}{4}$ of said Section 31, thence S 88°45'54" E along the north line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, a distance of 1318.43 feet to the Point of Beginning and containing 96.90 Acres, more or less, of which includes 1.03 Acres, more or less lying in the county road right-of-way.

This Abstract does not cover matters included in Chapter 614.29 through 614.38 of the Code of Iowa as amended, the Marketable Title Act and Chapter 11 of the Iowa Land Title Examination Standards and the Abstracting Standards of the Iowa Land Title Association and the excluded thereunder.

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Harrison County Board of Supervisors
May 22, 1997
Page Two

RAYMOND McDANIEL, except for the real estate described in paragraph 2, which real estate is owned by DAVID P. BUTLER, subject to the following:

1. Entry #24 sets forth a Mortgage in the amount of \$100,000.00 from Raymond L. McDaniel and Mary McDaniel, husband and wife, to First State Bank of Ida Grove, Iowa, which Mortgage is dated April 14, 1995 and recorded on October 13, 1995 in Book 548, Page 856 of the Records of Harrison County, Iowa. This Mortgage encumbers all but the westerly 5.19 acres of the property under examination and the property owned by David P. Butler described in paragraph 2, which property was released from the terms of said real estate Mortgage.
2. Entry #27 sets forth a Warranty Deed whereby Raymond McDaniel and Mary R. McDaniel, husband and wife, conveyed the following described real estate to David P. Butler:

Part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and Part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, Township 79 North, Range 43 West of the 5th Principal Meridian, Harrison County, Iowa, and more particularly described as follows: From the East $\frac{1}{4}$ Corner of Section 31, Township 79 North, Range 43 West; thence N 00°28'38" E (Assumed Bearing) along the East line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 31 a distance of 200.00 feet; thence N 89°31'22" W, a distance of 100.00 feet to the Point of Beginning; thence S 00°28'38" W Parallel to and 100.00 feet West of the East line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 199.27 feet; thence S 00°26'23" W Parallel to and 100.00 feet West of the East line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 31 a distance of 432.87 feet to the centerline of a county road; thence along said county road as follows: N 83°26'51" W, a distance of 50.53 feet; thence N 85°57'20" W, a distance of 111.24 feet; thence N 89°33'11" W, a distance of 140.03 feet; thence departing from said county road centerline, N 00°27'31" W a distance of 33 feet; thence N 04°33'34" E, a distance of 585.43 feet; thence S 89°31'22" E, a distance of 259.66 feet to the Point of Beginning; and containing 4.03 Acres, more or less, of which includes 0.23 Acres more or less of county road right-of-way.

Said Warranty Deed is dated November 29, 1995 and is recorded on December 1, 1995 in Book 548, Page 1293 of the Records of Harrison County. The real estate conveyed to David P. Butler in this Warranty Deed is included in the property under examination.

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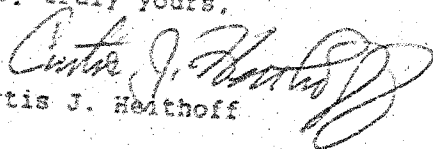
Harrison County Board of Supervisors
May 22, 1997
Page Three

3. Entry #36 sets forth a Mortgage in the amount of \$10,500.00 from David P. Butler, a single person, to HF Mortgage Corp. involving the real estate described in paragraph 2 herein. Said Mortgage is dated July 18, 1996 and was recorded on July 31, 1996 in Book 549, Page 326 of the Records of Harrison County. This Mortgage is shown to have been assigned by the Assignment of Mortgage at Entry #37 to Home Federal Savings Bank, which Assignment was dated July 18, 1996 and was recorded on July 31, 1996 in Book 549, Page 327 of the Records of Harrison County. It is further shown at Entry #38 that there is a Loan Modification Agreement whereby Home Federal Savings Bank has agreed to extend the due date of the Mortgage shown at Entry #36.

4. Entry #42 sets forth a Mortgage in the amount of \$83,300.00 from David P. Butler, a single person, to HF Mortgage Corp. d/b/a Homefirst Mortgage Corp. involving the real estate described in paragraph 2 herein. Said Mortgage is dated January 20, 1997 and was recorded on January 29, 1997 in Book 549, Page 1995 of the Records of Harrison County. This Mortgage has been assigned to Home Federal Savings Bank by the Assignment of Mortgage shown at Entry #43, which Assignment was recorded on January 29, 1997 in Book 549, Page 1996. The Mortgage at Entry #42 is the permanent financing Mortgage from the temporary financing Mortgage which is shown at Entry #29 of the abstract, which Mortgage is to HF Mortgage Corp. and which was recorded on February 5, 1996 in Book 548, Page 1856 and which was subsequently assigned to Home Federal Savings Bank by the Assignment of Mortgage shown at Entry #30 and recorded in Book 548, Page 1857.

5. Entry #47 shows that the 1995-1996 real estate taxes on both properties are paid in full.

Very truly yours,


Curtis J. Heathoff

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FILE NO. 49
RECORDING FEES 20.00
TRANSFER FEES _____

FILED FOR RECORD THE 8th DAY OF
July 1997 AT 9:28 A.M.
IN --- BOOK 550 PAGE 49

STATE OF IOWA, HARRISON COUNTY.
Lorie A. Thompson, Recorder
By M. Haffner, 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

RECORDED
PLAT
RECORDING
FEES 20.00
TRANSFER
FEES PD

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

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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

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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)
)
 COUNTY OF HARRISON) SS.

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.



Curtis J. ...

 NOTARY PUBLIC IN AND FOR SAID COUNTY

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I, David P. Butler, hereby join in this Declaration of Covenants, Conditions, Restrictions and Easements with respect to Heritage Hills Subdivision to Harrison County, Iowa:

David P. Butler
DAVID P. BUTLER

STATE OF IOWA

COUNTY OF HARRISON

)
)
)
SS.

On this 22nd day of May, 1997, before me a Notary Public duly commissioned and qualified in and for said County and State came David P. Butler, 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.

Curtis J. Heithof
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

