

STATE OF IOWA, Polk and Linn County
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COMPARED

REGISTRATION FEE \$ 30.00
RMA FEE \$ 1.00

10091 ✓

John Scirtino
Recorder
By *George D. ...*
Deputy

**DECLARATION OF COVENANTS
AND RESTRICTIONS**

This Declaration, made this 24 day of Mar 1995, by Martha Louise Horn,
hereinafter called Developer.

RECITALS

Developer is the owner of the real property described in Article II of this declaration and desires to create hereon a residential community of high quality, and, to this end, desires to subject the real property described in Article II to the covenants, restriction and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, the Developer declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "The Properties" shall mean and refer to all such existing properties as are subject to this Declaration.
- (b) "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of The Properties.
- (c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

SUBJECT II

Property subject to this Declaration:

Section 1. Existing Property. The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations and easements with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration

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is located in Pottawattamie County, Iowa, and is more particularly described as follows, to wit:

Horn's First Addition, Treynor, Pottawattamie County, Iowa

GENERAL PURPOSES

The Properties are subjected to the covenants, restrictions, conditions, reservations, liens and charges hereby declared: to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain proper set-backs from streets, and adequate free spaces between structures; and in general to provide adequately for high type and quality of improvement and thereby to enhance the values of investments made by purchasers of building sites therein.

ARTICLE IV

General Land Use

The Properties shall be used for single family residences only and shall be subject to all of the covenants and conditions herein contained.

ARTICLE V

Use Restrictions

All of the Existing Property and all additional lands which shall be subjected to this Declaration under Article II above shall be subject to the following use restrictions.

Section 1: Land Use: None of said Lots may be improved, used or occupied for other than private residence purposes (except for model homes used by the Developer or Builders and no flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of said Lots shall be designed and used for occupancy by a single family.

Section 2: Height Limitation: Any residence erected on any of said Lots shall not

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Section 3: Minimum Size Requirements: Any one story, or split level residence shall contain a minimum of 1250 square feet of finished living area exclusive of garages, breezeways, basements and similar portions of such residences. Any residence consisting of two levels above ground level shall contain a minimum of 850 square feet of enclosed floor area on the first level above ground, exclusive of garages, breezeways and similar portions of such residences and a minimum of 1450 square feet of enclosed floor area, exclusive of garages, breezeways and portions of such residences. Developer reserves the right to require greater square footage on the approval of any plan.

Section 4: Building Lines: No part of any residence shall be located on any Lot nearer to the front street or the side street than is the front building line or the side building line shown on the recorded plat. However, a residence or part of any residence may be located on any lot nearer than the said building line shown upon sid plat with the written consent of the Developer.

Section 5: Uncompleted Structures: No residence shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction.

Section 6: Garages: Each residence shall have an attached or basement private garage for not less than two, nor more than three cars. All garages must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house.

Section 7: Lot Area and Width: No residential structure shall be erected on any building plot, which plot has a minimum lot width and size less than that shown on the recorded plat.

Section 8: Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved by Developer as shown on the recorded plat of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstructor retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 9: Nuisances: No noxious or offensive activity shall be carried on upon any portion on The Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot or other parcel, unless authorized by the Developer.

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Section 10: Temporary Structures: No temporary structure or any other out building shall be erected on any lot without the approval of the Architectural Control Committee and in no event may such building, a trailer or basement be used as a temporary residence.

Section 11: Commencement of Construction: The Owner of any Lot within The Properties shall be required within one year of accepting a conveyance of such lot to complete the construction of a residence as authorized by existing zoning laws and declaration of covenants and restrictions filed of record, unless the time is extended in writing by the Developer.

Section 12: Storage Tanks: No fuel storage tanks shall be erected above the ground.

Section 13: Signs: No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than 120 square inches or a sign of not more than eight feet square to advertise the property for sale. Developer reserves the right to maintain not more than two "Bill Board" type signs in or adjacent to _____ during the construction period.

Section 14: Livestock: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Not more than two dogs or two cats or combination thereof may be kept on any lot without the consent of the Architectural Control Committee.

Section 15: Garbage and Refuse: No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers, kept in a clean and sanitary condition and housed and screened as specified by the Developer.

Section 16: Parking of Motor Vehicles, Boats and Trailers: No trucks, buses or commercial vehicles, boats or other similar water-borne vehicles, house trailers, boat trailers, trailers of every other description, campers or camping units shall be permitted to be parked or to be stored on any Lot, except pick up trucks, unless they are parked or stored in an enclosed garage or in such other enclosure approved by the Architectural Control Committee, except only during periods of approved construction on the lot. No automotive repairs shall occur on; any of the lots hereby restricted except when performed inside of the garage. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services. No automobile may be parked over night or stored upon any street adjoining any lot within the district.

Section 17: Antennas and Towers: No antenna or tower shall be erected upon any lot or the exterior of any residence for the purpose of radio operation and/or television operation. The Architectural Control Committee shall have the option to

waive this restriction for disk antennas on an individual lot basis if the owner has obtained the written consent from all adjoining property owner and the disk is not readily visible from the street.

Section 18: Utilities: Water, gas, lights, telephone and other utilities shall be located underground on each residential lot.

Section 19: New Construction: All residences and other buildings permitted hereby on residential lots shall be initially new construction. No building shall be moved onto any of such lots.

Section 20: No Commercial Activities: No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the carrying on of promotional activities by the Developer.

In the event said committee fails to approve or disapprove a request within thirty (30) days after said plans have been submitted to it, such approval will not be required and this covenant will be deemed to have been met.

Section 21: Weeds: The owner of any lot shall keep weeds, grass or brush mowed to an acceptable height, or the Homes Association shall have authority to do so, and the cost thereof shall be lien against the property to the same extent as unpaid dues.

Section 22: Priority: The Building Code, The Zoning Ordinance, The Property & Maintenance Code, and other applicable municipal and state laws are not preempted by the recording of this Declaration, but that in the event of conflict the most restrictive provisions shall apply.

ARTICLE VI

General Provisions

Section 1. Enforcement: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Any such action may be initiated by the Developer, or _____ Association or any owner. Failure by the Developer or the _____ Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability: Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

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Section 3: Duration Amendment: The Covenants and Restrictions of this Declaration shall run with an bind the land, and shall inure to the benefit of and be enforceable by the Developer or the _____ Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) of the Lot Owners, and thereafter by an instrument signed by not less than Seventy-five (75%) of the lot Owners.

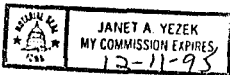
Section 4: Transferability: The developer reserves the right to create and establish a Homes Association and to provision and assign to it, all of the functions of the Developer according to the provisions of this Declaration, in which event the owners of the Properties shall then be bound to the association as they are to the Developer.

Martha Louise Horn
Martha Louise Horn

STATE OF IOWA)
) SS:
COUNTY OF mills)

On this 24 day of March, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared Martha Louise Horn, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that said person executed the same as a voluntary act and deed.

Janet A. Yezeck
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE



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