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Melody Oaks First Add

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FILE NO. 801  
BOOK 530 PAGE 785

DELOY H. LANGE

1977 SEP 30 PM 12:01

DECLARATION OF RESTRICTIVE AND  
PROTECTIVE COVENANTS GOVERNING  
THE OWNERSHIP OF LOTS IN MELODY  
OAKS FIRST ADDITION

TO

LEETA H. GRAP

THE PUBLIC

RECORDER  
HARRISON COUNTY, IOWA

I, the undersigned, Deloy H. Lange of Missouri valley, Iowa, hereby declare that I am the owner of:

Melody Oaks First Addition, a subdivision located in the Southeast Quarter of Southeast Quarter of Section 11, and the Southwest Quarter of Section 12, and the North Half of the Northwest Quarter of Section 13, and the Northeast Quarter of the Northeast Quarter of Section 14, Township 79 North, Range 44 West of the 5th P.M., Harrison County, Iowa, containing 64.40 acres, more or less.

and that the following are the restrictive and protective covenants governing the ownership and use of said lots or any combination thereof, or combination of one lot with part of another lot for residential building sites, to-wit:

A. All lots described herein shall be known, described and used solely as residential lots, and no structure shall be erected on any residential building lot other than one detached single family dwelling not to exceed two stories in height and a one or two car garage or carport.

B. All buildings shall be erected in conformance with the County Zoning Ordinance and so as to be compatible with neighboring homes in regards to minimum distances from property lines.

C. No residential lot shall be re-subdivided into building plots.

D. No trailer, basement, tent, shack, garage or other out building with the exception of one animal shelter as more fully specified below shall be erected in the tract. No house trailer shall be permitted in the tract and no camping trailer shall be used as a residence temporarily or permanently, nor shall any residence of temporary character be permitted, nor shall any old houses, buildings or structures of any kind be moved into the tract. No out buildings to be build beyond front edge of home and road right of way.

E. Title holder of each lot, or parts of lots, vacant or improved, shall keep his lot or lots free from weeds or debris.

F. No building shall be erected on any residential lot unless the design and location is in harmony with existing structures and locations in the tract and does not violate any protective covenants.

No family dwelling exclusive of garage, carport or breezeway shall be erected, altered, placed or permitted or remain on any residential building lot unless the ground floor square foot area thereof is as follows:

1. For all one story ranch style residences the minimum square footage shall be 1000 square feet, and shall have a 15 foot wide attached garage and full basement.
2. For all split foyer residences there shall be not less than 1000 square feet on the first floor with 350 square feet finished in the lower level which will be adjoined by a garage.
3. For all two story or story and one-half residences there shall be a minimum of 650 square feet on the ground floor and 650 square feet on the upper story or stories with either a basement garage or 15 foot attached garage.

G. No obnoxious or offensive trade shall be carried on upon any lot or part thereof, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

H. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 1988, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

I. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before 1988, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction to prevent him or them from so doing or to recover damages or dues for such violation.

J. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

K. No dogs shall be allowed on the property described herein unless said property is fenced or the dogs are leashed at all times or under the personal control of an owner. In addition, there shall be no boarding kennels on said premises.

L. No automobile shall be parked in the road right of way and all automobiles must be in operating order. No vehicle shall be up on blocks or inoperative for more than five days.

M. Lawns are to be seeded, mowed and generally groomed so as to be neat in appearance.

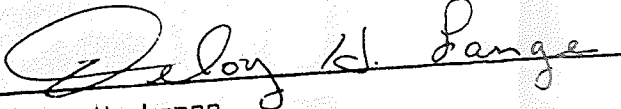
N. No lot shall be allowed to have a fence located between the house front and road right of way.

O. There shall be allowed a maximum of two horses per acre with a compatible, completely finished horse barn of either gabled, hip or gambrel roof design. There shall be no lean to design structures constructed on the lots.

P. All homes and out buildings shall be completed as to outside appearance within 90 days

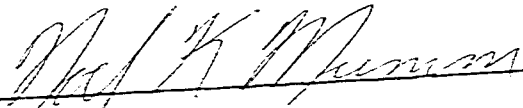
Q. All lots located in Melody Oaks First Addition plus lots located in the original Melody Oaks shall be entitled to service from the well located on Lot 31, Melody Oaks First Addition. As a condition of ownership, each lot owner shall pay his pro rata share of the expenses of electrical service, maintenance and replacement if necessary, based on the total number of hookups to said well. The proprietor of this subdivision or a water association, if the same is later formed by agreement of the owners, shall have the power to terminate service to any lot which does not pay their pro rata share of the expenses as the same come due. Lot 31 is subject to easements for ingress and egress, to service the well and water lines traversing said property. All other lots serviced by said well shall be subject to utility easements as may be necessary.

Signed this 30<sup>th</sup> day of September, 1977.

  
Deloy H. Lange

STATE OF IOWA )  
                  )ss.  
HARRISON COUNTY )

Now on the 30<sup>th</sup> day of September, 1977, personally  
appeared before me, a Notary Public in and for Harrison County, Deloy H.  
Lange, who stated that he had read the foregoing document and signed the  
same as his voluntary act and deed.

  
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Notary Public, Noel K. Mumm