

MILLS Co — Mintles 7th
BK 286-300

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS WITH RESPECT TO MINTLE'S 7TH ADDITION

This declaration is made by the Genevieve E. Mintle Family Trust, (R. Howard Mintle, trustee) owner of the real estate to be known as Mintle's 7th Addition to the City of Glenwood, Iowa. The purpose of this Declaration is to prescribe covenants, conditions, restrictions and easements with respect to the use of the land in that addition for the purpose of providing the best and most appropriate development and improvement of each building site and for the protection of owners of lots in Mintle's 7th Addition.

The word "parcel", whenever used in the Declaration, shall mean the real estate in Mintle's 7th Addition to the City of Glenwood, Iowa, described in any conveyance by the proprietors of said Addition.

There is reserved for the benefit of the Declarants, the City of Glenwood, and all private utility companies a perpetual easement of ten feet at each side of each parcel. In addition, there is specifically reserved a ten foot easement on the rear of Lots 1, 2, and 6 for the construction, maintenance and use of a public walkway as indicated on the final plat.

1. The lots may be used only for residential purposes, and each lot may be used for only one single family dwelling with a least a two car attached garage or two car garage under. A dwelling shall not exceed two stories in height and shall not contain less than the following finished living areas exclusive of porches, breezeways and garages.

- A. 1250 square feet on the main floor living level for a one story dwelling.
- B. 1250 square feet on the main floor living level for a one and one-half story dwelling
- C. 1450 square feet on the main floor living level with garage under
- D. 1700 square feet above the basement level with 1200 square feet on the main floor for a two story dwelling
- E. 1400 square feet of living area above the ground for a bi-level, tri-level, or split level dwelling
- F. 1300 square feet of living area above ground for a split-entry or raised ranch with two car garage under dwelling

Exposed portions of the foundation on the front of each dwelling shall be covered with either siding or brick, and exposed portions of the foundation on the sides and rear of each dwelling shall be covered either with brick or siding or shall be painted. Roofs must be a minimum 6/12 pitch and have at least three changes in elevation.

2. Construction must begin 12 months after the purchase of a lot, and the construction of any dwelling shall be completed in 12 months after the excavation of a basement or commencement of construction.
3. No construction shall commence nor improvements be made without the approval of the architectural committee for which provision is made in this Declaration. Nor shall any change or alteration in such building plans, specification, exterior color scheme, materials, location, elevation, grade, soil erosion and sediment plan or landscaping be made until such change or alteration has been submitted to and approved in writing by the architectural committee. Any appropriate application shall be reviewed and a decision rendered within 30 days of submission to the committee.
4. Following the completion of construction of any residence, no additions or alterations to any structure shall be made unless and until the changes have been submitted to and approved in writing by the architectural committee. All replacement of all or any portion of a structure because of age, casualty loss or other reason, including roofs and siding, shall be of the same material as the original structure unless the changes have been submitted to and approved in writing by the architectural committee.
5. In the event of fire, windstorm, or other damages, no structure shall be permitted to remain in a damaged condition longer than three (3) months, unless good cause for delay in repairing the structure is shown to the architectural committee.
6. No storage building or ancillary building shall be constructed without approval of the architectural committee.
7. All driveways from the street to the home and/or garage shall be constructed of concrete or brick.
8. No trailers or mobile homes shall be allowed on the premises on a temporary or permanent basis. No temporary structure may be erected on any lot for use as a residence.
9. No woven or barbed wire fences shall be permitted. No fences or walls shall be erected without the approval of the architectural committee. Any fences or walls shall not be higher than six feet nor extended forward of the back foundation of the dwelling on any lot, and no posts or braces shall be on the outside of the fence or wall.
10. No boat, recreational vehicle, camping trailer, snowmobile, auto-drawn trailer of any kind, garden tractor or heavy equipment shall be stored outside of the garage or left exposed on any parcel at any time.
11. No large satellite dish, exterior television or radio antenna or other similar structure shall be located on any lot. A small satellite dish may be installed in an inconspicuous

location subject to the approval of the architectural committee.

12. Day care for more than four children shall not be provided at any time in any dwelling in the addition.
13. All lots shall be kept free of weeds and debris including unused building.
14. No animals of any kind other than household pets may be kept on any lot and household pets shall not be allowed to run free.
15. No repair of automobiles or other motor vehicles will be permitted outside of garages on any lot at any time. Likewise the storage or parking of cars, trucks, equipment or other machinery shall be prohibited for any period longer than 15 days. No overnight parking on the streets will be allowed.
16. No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.
17. All telephone and electric power service lines shall be underground.
18. At the time a new home is constructed, the builder or new owner is responsible for the installation and maintenance of a sidewalk on the front and side of the lot adjacent to the street according to city standards. Landscaping will include the planting of maple trees every 35' of frontage on the property owner's side of the sidewalk within 5' of the sidewalk. These trees must have a minimum trunk diameter of three inches (3") at the time of planting.
19. There shall be no vegetable gardens in any front or side yard in the addition.
20. No incinerator or trash burner shall be allowed on any lot. No fuel tanks shall be permitted to remain outside the house on any lot.
21. The development shall comply with all zoning regulations as per the City of Glenwood Zoning Ordinances.
22. A Homeowner's Association shall be established for the purpose of maintaining the detention pond area and any common areas in the addition. Dues to cover the costs of maintenance of these areas will be set annually and assessed to each property owner on a quarterly basis. Financial records will be made available to any property owner upon request. Members of the Architectural Committee shall also serve as the Homeowner's Association. The Homeowners Association shall have the authority to adopt rules and regulations for property administration of their duties.
23. An Architectural Committee shall control the development of the lots. This committee

shall originally consist of Ted R. Mintle and Lyn W. Mintle, who shall be considered permanent members of the committee and who shall be members for so long as they desire. Two years from the date of this Declaration, one person shall be added to this committee. Four years from the date of the Declaration another person shall be added; and six years from the date of this Declaration another person shall be added to the committee, for a total of five members. During the first six years, all members of this committee shall be appointed by Ted R. Mintle and Lyn W. Mintle. Ted R. Mintle and Lyn W. Mintle shall also appoint members to take the place of those members who have been appointed but can no longer serve on the committee. On the seventh anniversary of this Declaration, the first annual election shall be held to determine the members of this committee. An owner of a parcel in the Addition shall have one vote for each parcel owned. A special election shall be held to replace a member of the committee in the even a committee member must resign during the year. Only property owners of lots in Mintle's 7th Addition may serve on the committee. The Architectural Committee shall have the authority to adopt rules and regulations for the property administration of their duties.

These covenants are a part of the record and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date of recording. After which time, said covenants shall be automatically extended for successive periods of ten 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.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Nothing contained in these covenants shall in any way be construed as imposing on the undersigned any liability, obligation, or requirement for its enforcement.

In purchasing property in Mintle's 7th Addition, such purchaser shall for himself/herself, his/her personal representatives, grantees, successors and assigns, lessees and or lessors consent and agree to and with this Declaration and keep, observe, comply with and perform the conditions and restrictions contained in this Declaration.

Signed this 25 day of April, 2002.

R Howard Mintle Trustee
R. Howard Mintle, Trustee
Genevieve E. Mintle Family Trust

STATE OF IOWA)
) SS:
COUNTY OF MILLS)

On this 25 day of April, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared R. Howard Mintle, as Trustee of the Genevieve E. Mintle Family Trust, 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.



Deborah A. Boehm
State of Iowa
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

BYLAWS OF THE HOMEOWNER'S ASSOCIATION
OF THE MINTLE'S 7TH ADDITION
IN THE CITY OF GLENWOOD, MILLS COUNTY, IOWA

ARTICLE I

The provisions of these Bylaws are applicable to the maintenance and care of the detention pond area, any common areas and public areas in the addition; as well as the enforcement of the Declarations of Covenants Conditions, Restrictions and Easements with Respect to Mintle's 7th Addition.

ARTICLE II

1. The affairs of the association of owners shall be governed and managed by the duly elected officers of the Homeowners Association. The Homeowners Association shall consist of lot owners within the subdivision.
2. All owners and other parties using the property identified as Mintle's 7th Addition shall be bound by the rules and regulations of the Homeowner's Association, and all restrictive covenants.
3. Each owner understands that the duly elected officers of the Homeowners Association has authority to assess charges to the owners and liens upon lots for any common expenses and maintenance of common and public easement areas. The liability of a lot owner for assessments may not be avoided by waiver of the use of any common area or public easement area.

ARTICLE III

The Homeowners Association's officers shall be comprised of a president, vice-president, secretary, treasurer, and three members-at-large, two of which shall include Ted R. Mintle and Lyn W. Mintle or their designees. Each member shall have a vote in the management of the Homeowners Association. The officers, president, vice-president, secretary, and treasurer shall be elected on an annual basis by a majority vote of the lot owners within the subdivision. The members shall have the following power:

1. The officers of the Homeowners Association shall have the authority and the duty to enforce the Rules, Regulations, Restrictive Covenants, and be responsible for the maintenance and care of the detention pond area and any other common areas within the subdivision.

2. To engage and contract for maintenance of the common areas and public easement areas.
3. To levy and collect assessment for expenses incurred in maintenance of the common areas or public easement areas.
4. To bring action on behalf of the subdivision against any homeowner that does not comply with the findings of the architectural committee or against any homeowner that does not pay the assessment for maintenance and repairs of the common areas or public easement areas or failure to comply with the restricted covenants.

ARTICLE IV

The officers of this Association shall be free from all personal liability for acts done on behalf of the Homeowners Association.

ARTICLE V

All owners are obligated to pay assessments imposed by the Homeowners Association as determined by the officers. Each lot shall be assessed on an equal basis unless a particular set of circumstances justifies an equitable assessment as apposed to an equal assessment.

ARTICLE VI

In a voluntary conveyance of the ownership of a lot, the grantee of a lot shall be jointly and severally liable with the grantor for all unpaid assessments against the property for the share of the common expenses.

ARTICLE VII

The owners of each lot shall be subject to these rules and conditions, together with any amendments passed or adopted by future owners of the land within the subdivision. A majority vote of the owners of the lots shall be adequate for modifying, amending or changing these rules and regulations.

Signed this 25 day of Jan, 2002

R Howard Mintle Trustee

R. Howard Mintle, Trustee
Genevieve E. Mintle Family Trust

STATE OF IOWA)
)
COUNTY OF MILLS) SS:

On this 15 day of April, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared R. Howard Mintle, as Trustee of the Genevieve E. Mintle Family Trust, 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.



Deborah A. Boehm
State of Iowa
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

For Assignment of this Mortgage
See Book No. _____ Page _____