

RESTRICTIVE COVENANTS  
FOR  
EAST RIDGE ESTATES SUBDIVISION

BK 230-348  
10-9-97

WHEREAS, the Malvern Development Corporation is the titleholder of the following described real estate:

A parcel of land located in part of Lots Seven (7) and Eight (8) of an Auditor's Subdivision of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section Twenty-nine (29), Township Seventy-two (72), North, Range Forty-one (41) West of the Fifth Principal Meridian, in the Town of Malvern, Mills County, Iowa, said parcel being more fully described as follows: Commencing at the Northeast corner of said Lot 8 and the point of beginning; thence S00°15'28"W along the East line of said Lot 8 a distance of 165.33 feet to the Northeast corner of Lot 7 of Grand View Addition to the Town of Malvern, Mills County, Iowa; thence S89°10'20"W along the North line of said Grand View Addition a distance of 635.00 feet; thence N00°04'50"W a distance of 118.18 feet; thence S89°35'05"W a distance of 134.14 feet; thence N00°11'52"W a distance of 395.03 feet to the Southeast corner of Lot 1 of Auditor's Subdivision of the Northeast Quarter Southeast Quarter of said Section 29; thence N00°04'50"W along the East line of said Lot 1 a distance of 149.00 feet to the Northeast corner of said Lot 1 and the Southerly right-of-way line of the Burlington Northern Railroad Company; thence S70°50'24"E along said right-of-way line a distance of 817.83 feet to the East line of said Lot 7; thence S00°15'28"W along said East line a distance of 218.31 feet to the point of beginning.

Note: The East line of Lot 8 of said Section 29 is assumed to bear S00°15'28"W for this description.

as shown on the Final Plat of East Ridge Estates, certified September 15, 1997. (Filed on October 8, 1997, at Book CAB "A", Page SL 176B, Mills County Recorder.)

AND WHEREAS, it is the desire of the present owner that certain restrictive covenants with respect to this real estate be made and established.

NOW, THEREFORE, it is agreed and decreed as follows:

1. Each lot shall contain one single family residence or one two-unit townhome/duplex.
2. Each dwelling unit shall have a minimum of 1,000 square feet of finished living area above the ground.
3. Each dwelling unit must be stick built and constructed on site. No mobile homes, manufactured homes, or trailer homes will be permitted on the premises, on either a permanent or temporary basis. Modular homes will be considered on a case by case basis, with all plans needing the approval of the Malvern Development Corporation, its successors or assigns.

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4. No assembly, disassembly, or general service work shall be performed on any motor vehicle or other machinery except in an enclosed garage.

5. Lot owners shall be responsible for maintaining their premises free from junk, debris, weeds, and abandoned machinery or vehicles.

6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, with the exception of dogs, cats, or other household pets so long as such excepted animals are contained on the lot and do not become nuisances to adjoining lot owners.

7. All satellite dishes are to be placed in the backyard of each lot. However, dishes 18 inches in diameter or smaller may be placed anywhere on the dwelling unit.

8. No obnoxious or offensive trade shall be carried on, nor shall anything be done on a lot which is an annoyance or nuisance to the neighborhood.

9. All single family residences shall have at a minimum one attached one-car garage. Each townhome/duplex unit (side) shall have at a minimum a one-car attached garage.

10. All outbuildings must be of the same color as the dwelling unit located on the lot. No outbuilding may be larger than 50% of the square foot living area of the dwelling unit. All outbuildings must be located in the backyard.

11. Garbage and refuse must be stored in the backyard of each lot except on the day of pick up.

12. Newspaper boxes shall be located no more than 10 feet from the dwelling unit.

Nothing contained in this instrument shall in any way be construed as imposing upon the present owner undersigned any liability, obligation, or requirement for its enforcement.

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 21 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the owners of the lots at that time, agreeing to amend said covenants in whole or in part, has been filed with the County Recorder.

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

MALVERN DEVELOPMENT CORPORATION

By Jay Burdic President

By Nancy Mulholland Secretary

STATE OF IOWA, COUNTY OF Mills ss.

On this 15 day of September, 1997, before me, the undersigned, a Notary Public in and for said state, personally appeared Jay Burdic and Nancy Mulholland, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation; that (no seal has been procured by the said) ~~(the seal affixed thereto is the seal of said)~~ corporation; that said instrument was signed ~~(and sealed)~~ on behalf of said corporation by authority of its Board of Directors; and that said Jay Burdic and Nancy Mulholland as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Mary Jane Gilbert  
NOTARY PUBLIC

