

PREPARER: Thomas J. Hoffman, 19 1st Ave NW, Le Mars, IA
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RESTRICTIVE COVENANTS
OF
LOESS HILLS PLACE

As a part of the dedication of real estate platted as LOESS HILLS PLACE, Plymouth County, Iowa, proprietors impose the following uniform covenants and building restrictions, which run with the title and are binding on all subsequent parties in interest, it being the intent of proprietors to promote and encourage a suitable environment for family life on the lots.

1. USE AND DWELLING SPECIFICATIONS

No lot shall be used, except for residential purposes. Only one single family dwelling not in excess of two stories in height shall be constructed on each lot. Each dwelling is required to have an attached two car garage, may have a three car attached garage, but no attached garage exceeding three stall capacity shall be allowed. Each one story dwelling shall have a minimum living area of 1,500 square feet. A two story structure shall have a minimum ground floor living area of 1,200 square feet. All other residential design configurations shall have a minimum total living area of 1,800 square feet.

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2. STORAGE FACILITIES PERMITTED

Storage buildings, private stables, kennels and similar facilities shall be permitted, subject to the following specified limitations:

- a. Maximum of one (1) in number, on each lot;
- b. Dimensions not to exceed 50 feet by 50 feet;
- c. Dwelling must be constructed prior to or at same time as facility;
- d. Facility shall be located behind the on-lot-dwelling and not on front or side yard areas of lot;
- e. Facility is to be compatible in form, color and aesthetic quality with same-lot-dwelling, must blend in with and not adversely detract from dwellings and facilities of similar type on other lot; in the subdivision, be built of high quality construction materials of design specifications equal to or greater than those of the existing same-lot-dwelling.

3. PROHIBITED STRUCTURES

- a. No structure of any kind shall be moved onto any lot.
- b. No structure or any part thereof shall be constructed over designated easements in the subdivision or within the setback lines shown on the plat.
- c. With the exception of "For Sale" signs, advertising the sale of property within the subdivision, dimensions not greater than 3 feet by 3 feet, no signs shall be allowed

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in the subdivision.

4. PROHIBITED USES

a. No structure of a temporary character or trailer, basement, tent, shack, garage, barn or other outbuilding, or vehicle shall be used, as a residence, temporarily or permanently, on any lot or at any other location in the subdivision.

b. No illegal, noxious or offensive activity shall be carried on upon said real estate.

c. No materials shall be stored or kept on said real estate, except for the purposes of immediate incorporation into a structure on said real estate.

5. ENVIRONMENTAL RULES

a. No above-ground trash, garbage or other solid waste piles, burners or incinerators shall be erected.

b. Lot owners are responsible for arranging solid waste removal to DNA certified solid waste disposal sites at no less than two (2) week intervals.

c. Composting of organic plant materials shall be permitted.

d. Lots shall be kept clean and free of all solid waste materials, at all times.

e. Septic systems are to be installed and maintained in conformity with government health and environmental regulations.

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6. RETAINING WALLS

Real estate owners constructing retaining walls shall be built, owned and maintained by the property owner upon whose real estate the same is located. If the retaining wall is shared between property owners, they shall each share equally the cost of constructing, owning, paying taxes on and maintaining same. Retaining walls shall be constructed and maintained in an aesthetically and pleasing way, in tasteful designs, surfaces and colors, which are to blend in and be compatible with, and not detract from, the overall environmental beauty of the other properties within the plat.

7. AESTHETIC MAINTENANCE

All weeds and grass shall be kept cut down to a maximum of 8 inches above ground level. no type of trash, debris, and no inoperable or unsightly vehicles, engine or vehicle parts, or other mechanical parts, wiring or similarly described materials, equipment, machinery or inanimate objects shall be permitted on the real estate. All buildings, trees and fixtures or improvements to all real estate, shall be well maintained, not to detract from the value or aesthetic quality of the properties contained within the plat. All unimproved or improved lots shall be planted in grass best adapted for erosion control in the Loess Hills, except for family gardens.

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8. VEHICLES: USE, PARKING AND REGULATION

a. Automobiles, trucks, boats, trailers, vans, campers, sports vehicles (including motorcycles and snowmobiles) are "vehicles" within the meaning of this covenant.

b. Any boat, sport vehicle, vehicle and/or trailer, not stored in dwelling garage or other lot storage facility, shall be stored on a well maintained concrete pad located opposite or behind the dwelling, and in no case shall same be located in the front yard portion of a lot.

c. Automobiles parked out-of-doors in the subdivision shall be in operating condition or shall be removed at the owner's expense.

d. Repair work on automobiles shall only be permitted indoors, shall only be permitted on vehicles owned solely by the lot owner and exclusively on a non-commercial basis.

e. Vehicles parked outdoors adjacent to subject lot shall have a time limit of Four (4) hours.

f. If a vehicle owner is a guest, host property owner is responsible for advising guest of this covenant and its strict enforcement.

g. Temporary guest parking shall not block or inhibit the use or access of the individual lot owners and the peaceful use of their property.

9. LANDSCAPING AND WATER-RUNOFF RULES

a. No landscaping shall be constructed or maintained,

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or roof runoff water directed, or snow placed or allowed to remain, or outdoor irrigation system constructed or operated to cause increase water runoff to an adjoining lot.

10. GRADE CHANGES PROHIBITED

No changes of grade which will alter the present drainage of surface waters on to adjacent real estate shall be permitted.

11. ANIMALS

- a. Lot owners shall accept usual and customary agricultural conditions and activities on neighboring properties such as common odors, noises and traffic.
- b. Owners shall restrain or rid the subdivision of dogs or other animals under their control which have chronic barking or temperament problems.
- c. No animal shall be raised, bred or maintained for commercial purposes in the subdivision.
- d. Dogs, cats and other animals are permitted, provided they are properly maintained and restrained by their owners and not allowed to run at large in the subdivision.
- e. One (1) horse is allowed on each lot, so long as the owner provides same with proper care and maintenance and makes sure the horse is housed on the rear portion of owner's lot, behind the dwelling.

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12. DURATION OF COVENANTS

These covenants shall run with the land, subject only to limitations on expiration and extension as specifically provided and governed by sections 614.24 - 614.28 of the 1995 Code of Iowa, as amended.

13. SAVINGS CLAUSE

Invalidation on any one of these covenants by judgment by any court shall in no way affect the legal force and effect of all other remaining covenants, as set forth herein.

Executed this 2nd day of August, 1996.

Hughes A. Bagley

Hughes A. Bagley

Marilyn B. Bagley

Marilyn B. Bagley

PROPRIETORS

STATE OF IOWA)
) ss;
COUNTY OF PLYMOUTH)

On this 2nd day of August, 1996, before me, a Notary Public for the State of Iowa, personally appeared HUGHES A. BAGLEY, and MARILYN B. BAGLEY, husband and wife, to me known to be the identical persons named in and who executed the foregoing "Restrictive Covenants of Loess Hills Place" and acknowledged that they executed the same as their voluntary act and deed.

THOMAS J. HOFFMAN

Thomas J. Hoffman

NOTARY PUBLIC FOR THE STATE OF IOWA

REAL ESTATE 1 - COVENANTS - LOESS HILLS PLACE



