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Lorie A. Thompson
LORIE A. THOMPSON
RECORDER
HARRISON CO. IOWA

KELLOGG LAW FIRM, 314 E. Erie St., Mo. Valley, IA 51555 (712) 642-4129

DEDICATION OF RESTRICTIVE AND PROTECTIVE COVENANTS
QUICK SUBDIVISION

COMES NOW Schuyler V. Quick, a single person, owner and subdivider of the Quick subdivision, legally described as:

LOT C, SWANGER SUBDIVISION OF THE SE1/4 SW1/4 OF SECTION 32, TOWNSHIP 79 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, HARRISON COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SE1/4 SW1/4 OF SAID SECTION 32; THENCE ALONG THE WEST LINE OF THE SE1/4 SW1/4 OF SAID SECTION 32, N 00 DEGREES 03'48"E, (ASSUMED BEARING) 1350.52 FEET TO THE NORTH LINE OF SAID SE1/4 SW1/4; THENCE ALONG SAID NORTH LINE S 88 DEGREES 38'08"E, 150.00 FEET; THENCE S 32 DEGREES 04'42"E, 778.25 FEET; THENCE N 35 DEGREES 50'20" E, 98.32 FEET; THENCE S 61 DEGREES 47'38" E 76.03 FEET; THENCE S 40 DEGREES 24'33"E, 98.09 FEET; THENCE N 70 DEGREES 18'50"E, 448.80 FEET TO THE CENTERLINE OF A COUNTY ROAD (280TH STREET); THENCE ALONG SAID COUNTY ROAD CENTERLINE S 20 DEGREES 36'14"E, 99.23 FEET; THENCE S 70 DEGREES 18'50"W, 609.79 FEET; THENCE S 21 DEGREES 52'39"E, 550.82 FEET TO THE SOUTH LINE OF THE SW1/4 OF SAID SECTION 32; THENCE ALONG SAID SOUTH LINE N 89 DEGREES 52'24"W 841.50 FEET TO THE SOUTHWEST CORNER OF THE SE1/4 SW1/4 OF SAID SECTION 32 AND THE POINT OF BEGINNING. SAID LOT "C" CONTAINS 18.30 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EXISTING EASEMENTS AND/OR RIGHTS-OF WAY WHATSOEVER IN NATURE;

THE SAME BEING SUBDIVIDED INTO LOTS ONE (1), TWO (2) AND THREE (3) OF SAID LOT C; LOT ONE BEING COMMON GROUND FOR THE BENEFIT OF LOTS 2 AND 3;

and establishes the following covenants, conditions and restrictions hereby declared to be covenants running with the land contained within the Quick Subdivision, and shall be fully binding upon all persons acquiring lots within the subdivision whether by descent, device, purchase or otherwise, and any person by the acceptance of title to any lot therein shall thereby agree and covenant to abide by and fully perform the following covenants in part or in whole. These covenants shall run for a period of twenty (20) years from the date they are recorded with the deed; after which time said covenants shall be automatically extended for successive periods of Ten (10) years unless

an instrument signed by a majority of the then owners of the lots within the subdivision has been recorded agreeing to change said covenants in whole or in part. These covenants may further be amended at any time by the unanimous consent of all owners of lots within the subdivision.

1. No further subdivision of lots shall be allowed, and each lot shall be used only for one single family dwelling and private garage for not more than four cars. No business of any type shall be allowed on the premises.

2. All homes constructed are to be of lumber, concrete or concrete block and other common house building materials with at least a two-car garage. The two-car garage may be under the home, attached or detached. Minimum square footage is as follows:

- A. Ranch-style homes: 1500 square feet
- B. 2 story homes: 1600 square feet
- C. 1 & 1/2 story homes; 1600 square feet
- D. Multi-level homes: 1600 square feet.

All homes are to be a minimum of 26 feet wide. No single wide, or double wide mobile homes shall be allowed in the subdivision. Earth style or earth berm homes are permitted in the subdivision if all other conditions of these covenants are met.

3. Each residence constructed shall comply with F.H.A. Standards and Specifications and or the City of Missouri Valley building codes, using the more restrictive code. No structure, fence or any other improvement shall be allowed that could be considered grotesque, unaesthetic or spiteful by the residents of the subdivision.

4. All dwellings, garages, swimming pools or other structures shall be set back of minimum of 45 feet from the street to be established, 25 feet from either side lot line, and 30 feet from the rear lot line.

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on a lot herein at any time as a residence either temporarily or permanently, and no house shall be constructed with rubber, tar paper, or asphalt siding on outside walls, and no trailerhouse or mobile home or modular home shall be used as a residence either temporarily or permanently.

6. No noxious or offensive activity shall be carried upon any lot contained herein, nor shall anything be done thereon which may become a nuisance to the neighborhood. No debris, junk, wrecked boats or vehicles, or any unsightly accumulation of materials shall be allowed on the premises, and no animals, horses, dogs or poultry shall be allowed on the premises except as household pets normally domesticated for said purpose, and no animals, including horses, dogs or fowl shall be kept as a commercial project including home consumption. No dog kennels shall be allowed except the household pet and no owner may keep

more than two dogs or four cats. Litters born to dogs or cats must be disposed of within ten weeks of birth.

7. All utility lines constructed by the owner of any lot contained herein shall be constructed underground from the roadway. such owner is to bear all cost of running secondary service from the primary residence to any additional structure such as detached garages or other buildings as may be permitted herein.

8. All fuel tanks shall be installed and maintained pursuant to the laws and safety regulations applicable thereto. If the law or safety regulations applicable thereto require installation of any fuel tanks above ground, such tanks shall be located and then camouflaged, covered or hidden by fences, shrubs or otherwise, in such a manner that they cannot be viewed from the adjoining lots and roadway.

9. Satellite receiver dishes over 3 feet in diameter shall be placed in the rear yard behind the house. Satellite receiver dishes under 3 feet in diameter may be placed in any location on the property, keeping in mind the requirement for underground cable & wiring.

10. All dwellings must connect to a sanitary septic system approved by the Harrison County, Iowa health inspector.

11. All construction shall be completed within one year from the start thereof, including grading and seeding or sodding of the lawn areas. During construction, no unnecessary building materials, large piles of fill or trash shall be permitted to remain on any lot in the subdivision.

12. All lots in the subdivision shall have a graveled driveway with a minimum width of 12 feet extending from the street to the garage, the driveway shall be completed no later than 60 days after the residence is completed.

13. All garbage and trash shall be kept in covered containers of a design that precludes the possibility of creating a nuisance of any kind, and shall be screened from public view.

14. No sign of any kind shall be displayed to the public view except for a professional sign of not more than six square feet may be used by a builder to advertise the property during construction, or by a Realtor or the home owner to advertise the property for sale after construction of a residence.

15. Any lot being purchased, whether it is built upon or not, shall be maintained in a manner that is in keeping with the other unsold lots in the development in regard to brush, weeds, trash and any other unsightly refuse, and the subdivider or other lot owners reserve the right, at owners expense, to maintain said lot in such a condition as to be complimentary to the development as a whole. Lots may be seeded with native grasses and/or wildflowers.

16. No trucks, tractors, utility vehicle, or any commercial vehicle shall be permitted to be parked on any lot or anywhere in the subdivision for more than 48 hours unless stored in a garage.

17. Any detached garage, workshop or storage building must have its outside finish materials similar to those used on the residence, and shall not exceed 30 feet x 40 feet in size, nor 25 feet tall.

18. No fences shall be allowed in the subdivision except on the south side of lot 2, along the west side of lots 2 & 3, and on the north side of Lot 3, these being the exterior lines of the SE1/4SW 1/4. Decorative fences or walls may be placed on individual lots after approval of a majority of the owners.

19. WELL AGREEMENT. The subdivider will establish a water well with sufficient capacity to serve two single family residences. This well will be established on Lot 1 of Lot C adjacent to the roadway. In accepting title to a lot within the subdivision, each owner agrees to use the well for their water supply and further agrees as follows:

A. After the well is completed, the cost of operation and maintenance thereof shall be a common expense shared pro rata by all owners of lots within the subdivision.

B. The individual water lines from the well to the dwellings and/or out buildings shall be the sole expense of the individual owner.

C. If the well cannot be established on said Lot 1 of C and must be placed on an individual lot, the owner of said lot grants a permanent easement to the owners of the remaining lots for access to said well and for water lines to the individual dwellings.

(1) Any damage to the sod or shrubbery caused by the placement or maintenance of such water lines shall be repaired at the expense of the owner of the water line.

(2) Only a single water line may be run by each owner until such line reaches the tract of the owner of said water line.

20. COMMON AREA, ROADWAY AND MAINTENANCE. Lot 1 of Lot C of the subdivision is hereby declared to be common property and an undivided one-half (1/2) interest therein will be deeded to the owners of both lots in the subdivision. A roadway serving Lots 2, & 3 of Lot C will be constructed on said Lot 1 of C. After completion, this roadway will be maintained by the owners of said Lots 2, & 3 equally. Such maintenance shall include grading, rocking, snow removal, and the maintenance of a guardrail if one is place along the road.

21. These restrictions and covenants may be enforced by an owner or owners of any lot in the Subdivision, any and all of whom shall have the right to apply to a court of competent jurisdiction for the purpose of enforcing the said restrictions and conditions of these covenants.

22. A lot owner may have horses, small stable barns, and related structures. In order to keep more than three horses on a lot, the owners of both lots must agree in writing. Any fences along the northeast property lines of Lots 2 and 3 must be approved by both lot owners and shall be decorative and non-obtrusive. No structure erected on Lot 2 shall interfere with the view from the dwelling house erected on Lot 3.

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

24. These covenants herein provided may be changed, added to, amended or repealed by agreement of both owners of Lots 2 and 3 in said subdivision.

Executed on 1/31, 2003.

Schuyler V. Quick
SCHUYLER V. QUICK

STATE OF NEVADA, CLARK COUNTY SS:

On this 31st day of January, 2003, before me, the undersigned Notary Public in and for said State, personally appeared Schuyler V. Quick, to me personally known, who acknowledged the execution of the above and foregoing instrument to be her voluntary act and deed for the purposes expressed therein.

Kerry A. Hutchings
NOTARY PUBLIC,

