

RESTRICTIVE COVENANTS OF CASCADE VIEW

Donald Takes and Aileen Takes,
husband and wife and Herbert J.
Manternach, single

Dated: August 24, 2002

Filed: September 20, 2002

to

Recorded: Doc. No. 2002 3451

The Public

RECITES: The undersigned, Donald Takes and Aileen Takes, husband and wife, and Herbert J. Manternach, single, hereinafter referred to as Developers, are the Developers of certain real estate located in Jones County, Iowa, legally described as:

Lots 1 through 9, inclusive, Cascade View, part of the NW¼ of SW¼ of Section 6,
Township 86 North, Range 1 West of the 5th Principal Meridian, Jones County, Iowa,
according to the recorded plat thereof.

and hereby impose the following Covenants and Restrictions on each lot in said subdivision, which shall be binding upon all of the present and future owners of each and every parcel of ground in said subdivision as Covenants running with the land and with such force and effect as if contained in each subsequent conveyance of land.

1. All lots described herein shall be known, described and used as residential building lots. The structure erected on each lot shall be one single family dwelling, not to exceed two stories in height, with a minimum 4/12 pitch roof, and a one, two or three car garage, which shall be attached to the residence. However, one additional structure for garden or yard tools will be allowed to be placed in the back yard with dimensions of not more than 10 x 12 feet. And, a duplex shall be allowed as the residential building on Lot 9.

2. No dwelling shall be erected on any lot unless said building shall have a minimum of 1,500 square feet in living area, exclusive of basement and garage area.

3. All buildings shall present their most attractive fronts to the street abutting the lot.

4. Construction of a dwelling in this subdivision shall be completed within one year after starting date.

5. No basement, trailer, garage, or any other building shall, at anytime be used as a residence, and no structure, building or trailer shall be used as a place of business, except an office business confined to the interior of the home may be conducted, provided it does not become an annoyance or nuisance to the neighborhood.

6. No lot may be subdivided. Adjoining lots may be combined for the purpose of construction of a dwelling house, but in not event shall more than one dwelling house be permitted on any lot or combination of lots, except for the allowance of a duplex on lot 9 as set forth above.

7. No boat, snowmobile, camping or recreational vehicle, or trailer used to carry same shall be kept, parked or stored on the roadway easement area for ingress and egress in the subdivision, but must be kept, parked or stored on the lots. No habitual or continuous parking shall be allowed on the roadway.

8. No unused old automobiles, machinery, junk materials, or garbage shall be kept or stored upon said premises, except in garages. No obnoxious, offensive trade or activity shall be carried on in any premises in said subdivision nor shall anything be done or permitted which may become an annoyance or nuisance to the neighbors.

9. No outdoor pets of any kind, including but not limited to cats, dogs, rabbits, exotic animals, livestock such as horses, cattle, hogs, sheep, goats chickens, geese or ducks, may be kept outdoors on the premises. Pets may not be tied outside unattended. No dog houses or kennels are allowed.

10. Said premises, whether or not a dwelling has been erected, shall be kept in a neat and orderly condition with grass and weeds to be kept cut and shrubbery trimmed in a proper manner.

11. No prefabricated, factory built, precut or panel assembled dwelling shall be constructed on any lot unless complete plans, specifications and elevation drawings have been approved by the Developers, their successors or assigns, prior to the commencement of the excavation for such dwelling.

12. A permanent easement for storm water detention basin has been reserved on lots 9 and 6 as shown on the plat of Cascade View. This detention basin shall be constructed by the Developers and no buildings shall occur on this easement. The repair and maintenance of this detention basin shall be the responsibility of the Cascade View Homeowner Association. However, the grass maintenance shall be the responsibility of the individual lot owners.

13. A perpetual easement is reserved over the roadway designated on the plat of Cascade View for ingress and egress. The Developers have installed a gravel roadway over this easement. This roadway shall be blacktopped on or before August 1, 2005 with the cost of said blacktopping to be born one-half by the Developers and one-half by the Homeowner's Association. The blacktop roadway shall be 24 feet wide. After construction of the blacktop roadway, the repair and maintenance of this roadway shall be the responsibility of the Homeowner's Association. All snow removal shall be the responsibility of the Homeowner's Association. However, Lot 9 shall be excepted from any responsibility for roadway maintenance and snow removal in that Lot 9 shall have direct access to Highway 136.

14. No signs, billboards, or advertising devices, except those used in the sale of said property, shall be placed on any lot or building of said subdivision. However, there may be street signs and a sign near the entry of the subdivision to identify it.

15. Each lot owner shall be responsible for installation of it's own well and septic system. However, this requirement shall not prevent adjoining lot owners to enter into shared well agreements. All requirements of the Iowa Department of Health and Jones County Department of Health concerning septic tank and drainage fields shall be complied with.

a) Any toilet, waste pipe, or septic systems for the disposal of human waste installed on any lot in this subdivision shall be constructed and maintained at all times to be in compliance with the Iowa State Board of Health and any County Board of Health or other office having jurisdiction over such matters.

b) Each owner of a private septic tank system does hereby agree to have his septic tank system inspected at least once every five (5) years or more often if same is not functioning properly and to correct any malfunctions in the system. Inspection is to be made by a qualified inspection approved by the Jones County Department of Health and/or Heath Department official, and should the malfunction not be corrected to abide by any penalties set forth by the Department of Health, which would apply to any similar case in the entire county.

c) That no effluent will be permitted to flow out or over any property. Should a private septic tank malfunction, it shall be corrected immediately by the lot owner when discovered.

16. There shall not be allowed windbreaks between lots. However, this paragraph shall not exclude hedges or shrubbery not to exceed six feet in height between the lots.

17. Lights as identified on the plat of Cascade View shall be installed by the Homeowner's Association.

18. A perpetual utility easement is reserved where identified on the plat of Cascade View. The Developers shall be responsible for the installation of all underground electric and phone service to the pedestal on each lot.

19. If a title holder of any lot, their heirs, administrators, assigns, or successors in interest shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning a lot or lots or the Cascade View Homeowner's Association to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any covenant or restriction, and either to prevent him or them from doing so, or to recover damages, or other relief for such violation.

20. These covenants and restrictions shall run with the land and shall be binding on all parties hereto, their heirs, successors and assigns, and on persons claiming under them for a period of 21 years from the date of the recording of the covenants, at which time the covenants shall be automatically extended for successive periods of 20 years, unless by vote of the majority of the then owners of the lots, it is agreed to terminate or change the covenants in whole or in part.

21. Invalidation of any of these covenants by Judgment, Court Order or Operation of Law shall in no way invalidate or modify any of the other covenants herein contained.

22. No soil or fill shall be removed from Cascade View with out the Developers' written permission.

23. Every person or entity who is a record owner of a fee, or undivided fee, interest in any lot subject to these covenants shall be a member of the Cascade View Homeowner's Association. Each member shall be entitled to one vote for each lot in which they hold an ownership interest. Each lot owner, by acceptance of a deed in this subdivision, agrees to be subject to an assessment levied by the Homeowner's Association for the purpose of promoting the recreation, health, safety and welfare of the members and for the improvement and maintenance of the roadway easement and detention basin, and other matters concerning the subdivision. The amount of the annual assessment each year shall be determined by the Homeowner's Association.

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WARRANTY DEED

Donald Takes and Aileen Takes,
husband and wife

\$1&OVC

to

Dated: October 2, 2002

Herbert J. Manternach, a single person

Filed: October 10, 2002

Recorded: Doc. No. 2002 3729

CONVEYS: Premises described same as caption hereof, according to the recorded plat thereof.

First Grantor appears in instrument and acknowledgment as Donald Takes a/k/a Donnie Takes.

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AFFIDAVIT

William H. Burger (Surveyor's Seal)

Sworn to: November 20, 2002

to

Filed: November 22, 2002

The Public

Recorded: Doc. No. 2002 4339

ON OATH STATES: 1.) I am a Licensed Land Surveyor in the State of Iowa; and that

2.) I prepared the Plat of Survey of Cascade View, as recorded in the Office of the Jones County Recorder instrument 2002 3450 and Plat Book O, Page 208; and that