

DECLARATION OF RESTRICTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Sahu, Inc., hereinafter referred to as "Declarant" and John Francis Weil and Hannah Weil, as fee title holders of the after described property, acknowledge their approval of this instrument by attaching their signatures hereto.

WITNESSETH:

WHEREAS, Declarants are the contract purchasers of certain property in Dallas County, Iowa, which is more particularly described as:

Beginning at the Southeast Corner of Section 21, Township 79 North, Range 26 West of the 5th P.M., Dallas County, Iowa; thence N 00°38'30" W along the East Line of said Section 21, 600.00 feet; thence N 78°08'30" W, 600.00 feet; thence N 58°08'30" W, 263.00 feet; thence N 18°08'30" W, 235.00 feet; thence N 70°43'30" W, 625.00 feet; thence N 01°38'00" W, 702.70 feet; thence S 89°25'00" W, 1152.80 feet to a point on the West Line of the Southeast Quarter (SE 1/4) of said Section 21 and 654.00 feet South of the Center of said Section 21; thence S 00°27'15" E along the West line of the SE 1/4 of said Section 21, 1982.00 feet to the South Quarter Corner of said Section 21; thence N 90°00'00" E along the South Line of said Section 21, 2637.70 feet to the point of beginning, said tract of land being subject to and together with any and all easements of record.

The above mentioned legally described property now constitutes the subdivision of Sahu Acres. Said platted subdivision "Sahu Acres" having been placed of record in the office of the Dallas County Recorder, Adel, Iowa, on 30th day of March, 1978.

AND WHEREAS, Declarant will convey the said properties subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges, as hereinafter set forth.

NOW THEREFORE, Declarant hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE 1.00

HOME OWNERS ASSOCIATION

Section 1.01 Every person or entity who is a record owner of a or undivided interest in any lot is subject to covenants of record on Sahu Acres. This includes contract seller. All such parties shall be members of the Association. No owner shall have more than one membership and such membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

Section 1.02 One vote shall be assigned to each lot. When more than one person holds an interest in a lot, all such persons shall be members of the Association. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

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Book 5 Page 335

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BOOK 5 PAGE 389

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MARGUERITE GOWIN
DALLAS CO. RECORDER

B. Deane Myers, Asst.

Section 1.03 The owners of each lot, by acceptance of a deed or conveyance of any type, agree to pay the Association; (1) annual assessments, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as determined.

Section 1.04 The purpose of the assessments shall be mainly for maintenance of the road as well as for promoting the health, safety, and welfare of the residents of Sahu Acres.

Section 1.05 The Association shall elect its own President, Vice President, Secretary, and Treasurer. The officers shall be responsible for holding a monthly meeting of the Association. A 60 percent or greater vote in any meeting shall constitute a quorum.

ARTICLE 2.00

SPECIFIC PROVISIONS AND USE RESTRICTIONS

Section 2.01 The following specific provisions and use restrictions are made a part of the plat known as Sahu Acres, a Subdivision Plat, now included in Section 21, Township 79 North, Range 26 West of the 5th P.M., Dallas County, Iowa, and shall be binding on all present and future owners of each and every one of 14 lots and parcels of ground in said subdivision according to the terms herein specified as covenants running with the land and with the same force and effect as if contained in each subsequent conveyance of said lots:

1. All numbered lots (one through fourteen, inclusive) described herein shall be known, described and used solely as residential lots and the structures shall be one detached single-family dwellings not to exceed two stories in height with only one house per lot and no residential lot shall be re-subdivided.
2. No buildings shall be erected nearer than 50 feet to the front or rear lot line, nor shall any building be erected nearer to the side lot line of any lot than that number of feet contained in ten percent of the total average width of such lot.
3. Titleholders of each lot in this subdivision shall also pay an equal pro rata share of costs of maintenance, upkeep, and repair of the road which is for the use and benefit of the residents of the subdivision.
4. Prior to construction of any structure, or fence, plans must be submitted to Sahu, Inc., for approval. Such matters as type and appearance of structure, location of buildings and drives, will be considered to provide harmony with existing or future buildings and to best utilize the natural lay of the land for appearance and privacy. Written approval must be given before any construction commences.
5. (a) Single-story dwellings:

Each single-story dwelling shall have ground floor living area of at least 1,400 square feet, except that if a two-car attached garage is included as a part of such building, then the minimum living area shall be 1,300 square feet.

(b) One and One-Half or Two Story dwellings:

One and one-half or two story dwellings shall have a minimum ground floor living area of not less than 1,000 square feet, and shall have an attached two-car garage. Provided, however, that with respect to any split level or split foyer dwelling, such dwelling shall have ground floor living area of not less than 1,300 square feet, and shall have an attached or enclosed two-car garage

(c) Exclusions:

Garages, breezeways, porches, utility rooms and terraces shall not be deemed included in living area, irrespective of whether or not there may be living areas located above such non-living areas.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any residence of a temporary character be permitted nor shall a business of any kind be conducted in a residence.
7. Construction of any residence shall be completed within one year from the date said construction is begun and excess dirt from the excavation shall be used as a part of a graded landscape plan, placed on an approved area in the project, designated by Sahu Acres Home Owners Assn., or hauled away. In no event shall any residence be occupied by owner or tenants until the exterior surfaces are fully completed and finished, it being the intent hereof to preclude any occupancy pending final painting, staining, brick or other masonry installation, or other final completion and finishing of the exterior surfaces.
8. Titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris and agrees to take all steps necessary to control erosion on his lot or lots. If in the opinion of Sahu Acres Home Owners Assn., such erosion is not controlled, corrective action may be taken by it and the costs thereof assessed against the property owner.
9. The following general restrictions shall apply:
 - (a) No obnoxious or offensive trade shall be carried on upon any lot or within any residence.
 - (b) No action will be done thereon that may be or become an annoyance or nuisance to the neighborhood.
 - (c) No cottonwood or elm trees shall be planted on any lot or other area.
 - (d) No commercial kennels shall be allowed on any lot in subdivision, but household pets are allowed.

No livestock shall be kept on any lot or lots.

(h) No trees of consequence, such as walnut trees, will be cut down for profit, or for construction or other reasons without the express approval of Sahu Acres.

(i) Mail, trash and milk delivery containers shall be subject to approval by Sahu Acres, to assure proper appearance and harmony with other such receptacles.

10. A perpetual easement is reserved over the lot areas as indicated on the plat for utility installations and maintenance and also for public access and utility maintenance with respect to all lots. Drainage courses as indicated on the plat shall not be filled, or obstructed in any manner to divert or change the flow of surface waters.
11. No improvement shall be made within the 50 foot building setback as indicated on the plat.
12. Titleholders are required to provide approved and adequate sewage facilities on each lot when a residence is constructed. These facilities will not be shared with adjacent property owners and will be maintained an approved distance from water supply facilities. No sewage lines or laterals will be run into any creeks or ravines.
13. Titleholders may share use of their well facilities.
14. A mutual easement shall exist for access, ingress, and egress, with respect to through traffic on mutual road. Sahu, Inc. reserves the right to convey or grant easements to Dallas County or any other municipal corporation.
15. Owners shall be responsible for any costs in connection with the electrical or telephone services on their lot, if either or both services are brought through underground service to such lots.
16. Any liquid fuel tanks (Propane, etc.) must be camouflaged by bushes, decorative fence or some other acceptable means to attempt to hide the view of it from adjacent property owners.
17. Recreational vehicles and boats must be parked behind the back of the residence preferably in an enclosure to obstruct the direct view from the street and adjacent properties.
18. If any titleholder, or his heirs or assigns, shall violate any of the covenants or restrictions herein before January 1, 1990, it shall be lawful for any other person or persons owning any of the lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or

restriction and either to prevent him or them from doing so or to recover damages or other dues for such violation.

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

IN WITNESS WHEREOF, the undersigned, being the Declarant Sahu, Inc. have hereunto set their hands this 12th th day of JUNE, 1978, and John Francis Weil and Hannah Weil have acknowledged their consent and approval to the contents of this instrument by their execution of this instrument this 12th th day of JUNE, 1978.

Sahel Sahu, Pres.
Sahu, Inc., Declarant

John Francis Weil
John Francis Weil

Hannah Weil
Hannah Weil

Attest James A. Newsome
JAMES A. NEWSOME