

PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
WAUBONSIE RIDGE

The following covenants, conditions, restrictions and easements are hereby imposed upon the following described real estate and are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date of recording, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an agreement signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part:

The East Fourteen Acres of the Southeast Quarter of the Southeast Quarter (SE.1/4 SE.1/4) of Section 21, and The Northwest Quarter of the Southwest Quarter (NW.1/4 SW.1/4) of Section 22, excepting Eight Acres, described as follows: Commencing 26 rods North of the SW corner of said NW.1/4 SW.1/4 of Section 22, thence North 54 rods, thence East 30 rods and 11 feet, thence South 30 rods, thence Southwesterly to the place of beginning; ALSO the Southwest Quarter of the Southwest Quarter (SW.1/4 SW.1/4) of Section 22 (excepting therefrom easements to the State of Iowa for highway purposes, and also 1.97 acres conveyed to the State of Iowa for highway purposes), all in Township 68 North, Range 42 West of the 5<sup>th</sup> P.M., in Fremont County, Iowa.

By acceptance of any deed in conveyance of said lot or lots from the Developer, the grantee, in consideration of the premises, binds himself or herself and his or her heirs, executors and administrators or grantees to strictly observe and perform all of the restrictions and covenants herein contained.

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

1. All lots described herein shall be known, described and used solely as residential lots; any structure erected on any residential building lot shall be a single family dwelling not to exceed two stories in height; each dwelling shall have a minimum of a two car garage.

2. No structures shall be erected, altered, placed or permitted to remain on any residential building plot, as hereinafter defined, other than one detached single-family dwelling not to exceed two stories in height, a private garage, attached breezeways and other outbuildings incidental to residential uses, nor containing a ground floor area, exclusive of porches, breezeways, and garages of a minimum of 1,500 square feet in the case of one story, nor less than 850 square feet in the case of a two story structure. In the case of a tri-level, no less than a total of 1,550 square feet (nor having less than a two car garage). For the purpose of these restrictions, two story height shall be defined as a structure with two floors above the basement level. All outbuildings shall be no less than 24 feet by 24 feet and shall be completely enclosed.

3. No noxious or offensive trade or activity shall be carried on upon any plot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots. No outside radio, television or other electronic antenna or aerial larger than 18 inches in diameter or manufactured satellite dishes up to 20 feet in diameter shall be erected on any building plot without written consent of the Developer.

CONTINUED ON NEXT PAGE

4. Boats, camping trailers, automobiles, auto-drawn trailers, motorized mobile homes or recreational vehicles may be kept on the premises provided they are parked behind the front building line or to the side or behind the home.

5. No repair of automobiles will be permitted outside of garages on any lot at any time; nor will any vehicle offensive to the neighborhood be visibly stored, parked or abandoned in the neighborhood.

6. No incinerator or trash burner shall be permitted on any lot. No fuel tank, other than heating fuel, shall be permitted to remain outside of any dwelling unless not visible from street or neighboring lots. Any exterior air conditioning condenser unit shall be placed in the rear or side yard.

7. No structure of temporary character, tent, shack, barn or other out-building shall be used on any tract at any time as a residence, either temporary or permanent, and no structure previously used at any other site shall be moved onto any tract.

8. No animals, other than horses, dogs, cats, or other household pets may be kept on the property, provided that they are not kept, bred or maintained for any commercial purpose. No electric fencing is permitted unless constructed inside a wooden or plastic decorative fence or inside a standard barbed wire fence attached to wooden posts.

9. No trash, junk cars, or other refuse may be thrown or dumped on any lot. Each owner of any occupied or vacant lot is required to keep said lot mowed and in presentable condition and refuse must be hauled away for disposal.

10. All buildings must conform to minimum state and county regulations.

11. Septic tanks must conform to minimum State Health Department Regulations and shall be constructed in accordance with the recommendation called for as a result of a percolation test. It shall be necessary for the contractor, or contractor-builder, prior to covering any septic system, to notify the Health Officer that the septic system is ready for final inspection. In no case may a septic system on any lot be closer than fifty feet (50') to a lot line.

12. No building or any part thereof, including garages, porches and decks, shall be erected on any lot nearer than seventy-five feet (75') to the front right-of-way (centerline of County Road), twenty-five feet (25') to either side of lot line of fifty feet (50') to the rear lot line. On corner lots used for residential purposes, regardless of which way the dwelling faces, both street-side setbacks shall be at least fifty feet (50').

13. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

14. A perpetual easement is reserved for ingress and egress to install and maintain appurtenances and for the installation and maintenance of utilities, fifteen feet (15') in width along all side lot lines and fifteen feet (15') in width along all front and rear lot lines. Said drainage areas and included drainage systems, if any, are private and are to be installed and maintained by the owners of the adjoining same.

15. These covenants may be enforced by any property owner in said subdivision.

16. The term "Developer" shall mean GMNW Investments, L.L.C., its successors and assigns. Developer expressly reserves for itself, until 90% of the lots are sold, the right to amend these covenants, easements and restrictions, in any way Developer may wish.

17. These covenants are to run with the land and shall be binding on all parties and all persons claims under them until the 1 day of August, 2030, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument, signed by a majority of the then-owners of said lots agreeing to change said covenants in whole or in part, has been recorded. Notwithstanding anything herein written to the contrary, the undersigned specifically reserves the right to amend these covenants for so long as they shall continue to own any land in Waubonsie Ridge.

18. If the parties hereto, or any of them, or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any of the above-described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to either prevent or restrain any person from so doing or recover damages for such violation.

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

20. Building plans and specifications for all residences and other structures must be submitted to the Developer or their successors or assigns, for written approval as to site plan, type and method of construction, quality of workmanship and materials, harmony of exterior design, and finish grade elevation prior to the commencement of any construction. Approval shall be at the sole discretion of the Developer.

In the event that the Developer shall fail to approve or disapprove such building plans, specifications or site plans within thirty (30) days after they have been submitted for approval, such approval will be presumed.

DATED this 1 day of August, 2000.

GMNW INVESTMENTS, L.L.C.,

BY Cory Gordon  
Cory Gordon, Member

MNW INVESTMENTS, L.L.C.,

BY Howard Nelson  
Howard Nelson, Member

BY Benjamin L. Welch  
Benjamin L. Welch, Member

BY Norman D. Michel  
Norman D. Michel, Member

Norman D. Michel Howard Nelson  
P.O.A.

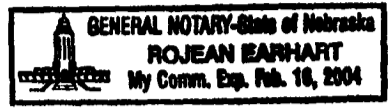
9-19-00

CONTINUED ON NEXT PAGE

864

STATE OF Nebraska }  
COUNTY OF Otoe } ss:

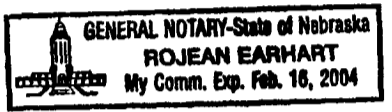
On this 1st day of August, 2000, personally appeared CORY GORDON, Member of GMNW INVESTMENTS, L.L.C., to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Rojean Earhart  
Notary Public

STATE OF Nebraska }  
COUNTY OF Otoe } ss:

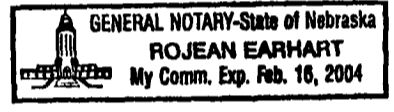
On this 1st day of August, 2000, personally appeared HOWARD NELSON, Member of GMNW INVESTMENTS, L.L.C., to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Rojean Earhart  
Notary Public

STATE OF Nebraska }  
COUNTY OF Otoe } ss:

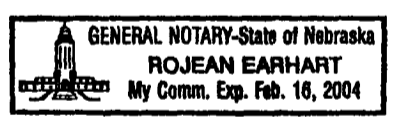
On this 1st day of August, 2000, personally appeared BENJAMINE L. WELCH, Member of GMNW INVESTMENTS, L.L.C., to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Rojean Earhart  
Notary Public

STATE OF Nebraska }  
COUNTY OF Otoe } ss:

On this 1st day of August, 2000, personally appeared NORMAN D. MICHEL, Member of GMNW INVESTMENTS, L.L.C., to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Rojean Earhart  
Notary Public

STATE OF Iowa }  
COUNTY OF Mills } ss:



On this 14th day of September, 2000, personally appeared NORMAN D. MICHEL, Member of GMNW INVESTMENTS, L.L.C., me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Cory B. Gordon  
Notary Public

CONTINUED ON NEXT PAGE