

Doc ID: 007856690006 Type: CL-COVNT
Recorded: 09/19/2019 at 11:50:47 AM
Fee Amt: \$32.00 Page 1 of 6
Dallas County Iowa
Chad C. Airhart RECORDER
File#

BK 2019 PG 17285

AMENDMENT OF COVENANT
(Type of Document)

Preparer Information:

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Taxpayer Information:

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Return Document To:

SAME AS ABOVE
Name Address City, State, Zip Code

Grantors: _____ Grantees: _____

Legal Description: _____

Related documents: BK 753 pg 159

**SCHULTZ SUBDIVISION DEVELOPMENT
DALLAS COUNTY, IOWA
EXHIBIT "A"
RESTRICTIVE COVENANTS
AMENDED 8 SEPTEMBER 2017**

The following covenants shall run with the land herewith subdivided and platted and shall be and are binding on all persons becoming owners of said land or any part thereof; the same are to be considered an integral part of the instrument to which they are attached.

These covenants are in consideration of the conditions, payments and promises contained in the instrument to which they are attached.

These covenants shall be enforced and interpreted by the majority decision of Meadow View Association.

That the purpose of this agreement and the restrictions and covenants contained herein is to assure the use of the property for attractive residential purposes, to prevent nuisance, to prevent the impairment of the attractiveness of the property, to provide for an appropriate respect for the environment and each other's neighbors and to maintain the desired tone of the residential area.

The covenants are as follows:

1. **TERM OF COVENANTS.** The restrictive covenants herein contained shall be and continue in force for an initial period of twenty years from the date hereof. Said covenants shall be automatically extended for successive periods of ten years each unless by vote of a majority of the owners of the lots it is agreed to change said covenants in whole or in part.
2. **RESIDENTIAL PURPOSES.** That the property shall be used solely for residential purposes and each lot shall contain one single family dwelling only with further restrictions as follows:
 - a. No dwelling shall contain an area of less than 1500 square feet finished living space excluding any enclosed private garage or accessory building;
 - b. No building nor dwelling shall be erected on said premises closer than 100 feet from any lot line in any direction. However, should the natural terrain, timber and drainage provide for a more appropriate site, the same can be changed upon the written approval of the Meadow View Association.
 - c. No structure shall be moved to or within this district to be used for residential purposes except that which conforms to the general tone of the residential area and subject to the approval of the Meadow View Association.
 - d. All dwellings shall be erected on permanent foundations.
 - e. Any detached garages or accessory buildings shall be constructed in such a manner and of such materials as to conform to the desired tone of the residential area.
3. **UTILITIES.** All utilities shall be under ground, including water, sewer, natural gas, electrical, cable television, or any other type of utilities.
4. **SANITARY SEWER.** There shall be no septic tanks with leach beds, but any septic-system installed shall be of a multi-flow type or any other similar type of septic system approved by the Dallas County Board of Health or applicable Dallas County Health Ordinances.

5. DELETED.
6. **TREE REMOVAL.** There shall be no removal of natural timber except a minimum amount of removal for appropriate clearance for a building lot and once the building are constructed the individual lot owners may remove fallen or dead trees and maintain reasonable pruning practices. However, in on event should more than 5% of the timber be removed for any reason unless by written approval of the adjacent lot owners.
7. **GRADING AND EROSION.** Construction and grading shall be done in such a manner as not to create any additional erosion or disturbance to the natural flow of water or create ponds or any unnatural waterway or waterfall nor any watercourse or waterway be diverted. In the event construction necessitates an alteration of the natural flow of water, it should be subject to the approval of the Meadow View Association.
8. **TRASH AND REFUSE.** There shall be no burying or on-site disposal of trash and refuse nor an excessive accumulation of the same.
9. DELETED.
10. **STRUCTURES.** No fences, walls, hedges, swimming pools, or other structures of any kind or character shall be erected upon any lot with the written approval of the Meadow View Association.
 - a. Exception (1): These may be built on the rear side (south side) of a lot owners property.
 - b. Exception (2): Lot 1 may build a small pond on the Northwest portion of the property.
 - c. Adding structures not covered requires specific approval of a majority vote of lot owners.
11. **MANNER OF CONSTRUCTION.** All construction shall be done in a workmen like and timely manner so as to provide for the least amount of disturbance to the area with all construction debris to be removed from the premises as soon as possible.
12. **ROADS AND DRIVEWAYS.** Primary road for the north half of the development serving Lots 1 through 7 shall be constructed of 3 ½" base road stone and 1 ½" finish rock on or before September 1, 1993, by the Developer and thereafter shall be maintained proportionately between the lot owners of Lots 1, 3, 4, 5, 6 and 7 with each lot being responsible for one-sixth of the maintenance cost. The decision to conduct repairs shall be done only if there is a majority vote of the Meadow View Association to enter into repairs. It is understood and agreed that the subdivision road is and will be maintained as a private road and a common area and will not be dedicated for public purpose. It is further understood that at a later date a private road will be developed under the same conditions for the southern portion of the development consisting of lots 8, 9, 10, 11, 12, 13 and 14. Private driveways may be individual or shared and shall be of the same material and type of construction as the primary road and shall be located as provided on the subdivision plat map. Those private driveways shall be paid for and maintained by the individual lot owners as their interests

appear. Connections from those private driveways to the lot owners dwelling or pertinent structures shall be of the same material and construction and paid for by the lot owner.

13. MEADOW VIEW ASSOCIATION. The Developer and each lot owner shall all be members of the Meadow View Association which shall initially be organized by the Developer, the purpose of which is to provide for their organization and membership and to develop such other rules and regulations as are necessary for the orderly and proper development of this subdivision as well as continued enjoyment of all of the members of the same. In developing said association and bylaws, any rules and regulations shall conform to and incorporate applicable provisions of the Dallas County Zoning Ordinance, Dallas County Sanitation Ordinance, Dallas County Board of Health Rules and Regulations and/or Ordinances, Dallas County Conservation Board Rules and Practices and Dallas County Subdivision Regulations.
14. EASEMENTS. That Developer and any utility provider shall have an easement across all of the property in the sub-division for the purpose of installing developing and maintaining utilities and the pond and waterway system and having access to common areas.
15. SUBDIVISION. No owner other than Developer shall sell any portion of a lot herein nor further subdivide any lot herein.

I certify that this is a true transcription of the meeting and meeting notes between the lot owners of lots 1, 4, 5, 6 and 7. I further certify that the changes made to the covenant and retyped here are true and accurate.

Dated this 10th day of September, 2017.



Christopher Ross
Owner, Lot 6

September 8th, 2017

Mourning Dove Drive Covenant Meeting Minutes

The purpose of this meeting is to review and modify, if desired, the covenant in place for Mourning Dove Drive lot owners. The existing covenant was effective approximately October 22nd, 1993 for a period of 20 years and automatically extends in 10 year increments. Additionally, the covenant allows for a majority vote of lot owners to change the covenant in whole or in part.

(known Lot Owners:

Robert Munyan, Lot 1
Mark and Roberta Briggman, Lot 3
Scot and Jessica Enger, Lot 4
Larry and Brenda McGinnis, Lot 5
Chris and Julie Ross, Lot 6
Dean and Mary Daib, Lot 7

The following owners are present for this meeting to represent their interests:

Robert Munyan
Scot Enger (via phone)
Larry and Brenda McGinnis
Chris and Julie Ross
Dean and Mary Daib

Covenant line 1: No changes desired.

Covenant line 2: Remove comments referencing Developer, replace with Meadow View Association.

Covenant line 3: No changes desired.

Covenant line 4: No changes desired.

Covenant line 5: Unanimous vote to remove.

Covenant line 6: Remove comments referencing Developer, replace with Meadow View Association. Add comments changes in excess of 5% require approval of lot owners on attached sides. Approved 5/5.

Covenant line 7: No changes desired.

Covenant line 8: No changes desired.

Covenant line 9: 5/5 to remove.

Covenant line 10: Modify restriction such that these structures can be built on the rear side of the lot owners property. With the exception that Lot 1 can build a small pond on the Northwest portion of their property between the pasture and their private drive. Adding structures not covered by this specific line shall be approved by a majority vote of lot owners. 5/5

Covenant line 11: No changes desired.

Covenant line 12: Add a comment to include majority vote to perform road maintenance. Remove reference to Developer interests. Remove reference to Lot 2 access and purchasing access to private road.

Covenant line 13: No changes desired.

Covenant line 14: No changes desired.

Covenant line 15: No changes desired.

The modified covenant is retyped below for clarity.