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MARILYN DOPHEIDE, RECORDER
CARROLL COUNTY IOWA

Prepared by: A. Eric Neu, Neu, Minnich, Comito & Neu, P.C. PO Box 367, Carroll, IA 51401 (712) 792 3508
Return to: A. Eric Neu, Neu, Minnich, Comito & Neu, P.C. PO Box 367, Carroll, IA 51401

**AMENDED AND SUBSTITUTED DECLARATION OF RESIDENTIAL
COVENANTS, CONDITIONS AND RESTRICTIONS**

WHEREAS, Raccoon Valley Visionary Corporation, the "Declarant", is the owner of certain real property in Glidden, Carroll County, Iowa, for which it has prepared the High View Addition subdivision plat, part of which is more particularly described as:

Lots 1 through 23 of High View Addition, an Official Plat, now included in and forming a part of the City of Glidden, Carroll County, Iowa, the "Property",

WHEREAS, Declarant previously filed a Declaration of Residential Covenants, Conditions and Restrictions on the 5th day of January, 2007 at Book L, Page 017 in the office of the Carroll County Recorder.

WHEREAS, Declarant wishes to amend said prior Declaration by replacing it in it's entirety by this Declaration.

WHEREAS, Declarant is desirous of protecting the value and desirability of the whole of the Property, including the real property described above.

NOW, THEREFORE, Declarant hereby declares that all of the Property described above, shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The prior Declaration is nullified and replaced by this Declaration.

I. DEFINITIONS.

For the purposes of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided.

- A. **High View Addition** shall mean and refer to the real property located in the residential subdivision described above.
- B. **Declarant** shall mean and refer to Raccoon Valley Visionary Corporation, its successors and assigns.
- C. **Lot** shall mean and refer to any individual parcel of land which is described above, as shown upon the recorded plat of.
- D. **Building Lot** shall mean and refer to one or more platted Lots, or one platted Lot and portion or portions of adjacent platted Lots in High View Addition.
- E. **Owner** shall mean and refer to the record Owner, whether one or more persons or entities of the fee simple title to any Lot or Building Lot which is a part of High View Addition.
- F. **Outbuilding** shall mean an enclosed, covered structure directly attached to the residence to which it is appurtenant.

II. DESIGNATION OF USE.

All Lots shall be known and described as residential Lots, and shall not be improved, used or occupied for other than private residential purposes. No full time or part time business activity may be conducted on any Lot, except model homes during the construction period and the sales office of the Declarant or its duly appointed agent, and except for those business activities permitted in a home by applicable ordinances and where such activities do not produce excessive traffic, noise, nuisance or require identifying signage.

III. BUILDING RESTRICTIONS.

- A. Residence Design Restriction. No building shall be erected on any Lot in High View Addition unless the design is in harmony with existing buildings in the subdivision.
- B. Mobile Home Restriction. No mobile home or manufactured home as defined by Iowa law shall be placed or erected on any Lot.
- C. Building Setback. No building shall be erected on any Lot nearer than the building setback lines as shown on the recorded plat.
- D. Exterior Finish. The exterior of any residence, garage or outbuilding located on any Lot shall be finished in earth tone conservative color design or white. All roof material shall be a decorator shingle that must equal or exceed Certainteed 30 year

Landmark textured asphalt or fiberglass seal down shingles. Metal roofing, wood shake, wood shingle, slate or tile roof shingles are also allowed.

- E. Screening. Any dog run, trash receptacle, or other outside structure of like nature shall be properly screened by reasonable shrubbery or decorative fence or both.
- F. Time for Construction. A Lot owner must begin construction within 12 months of the purchase of the Lot. Once construction commences, completion is required within 12 months. In the event of inclement weather or other acts of God that preclude a Lot owner from completing construction within the 12 month period, the Lot owner may apply to the Declarant for a waiver of this requirement.
- H. Building Plans. No structure shall be erected upon any building Lot until site plans and building plans have been first submitted to the Declarant for its approval thereof and for approval of the exterior materials and colors thereof to be used on the structures to be erected, which approval shall be for aesthetic purposes only by the Declarant or its successors until the last Lot has been developed. If the Declarant or its successors should fail to approve or disapprove said plans in writing within thirty (30) days after submission, such plans shall be deemed to be approved.
- I. Silt Fences During Construction. Silt fencing shall be installed during construction and prior to seeding of any Building Lot in order to reduce erosion.

IV. BUILDING AREA

No dwelling shall be constructed or permitted to remain upon any Lot in this subdivision unless it meets the following finished floor area requirements.

- A. One story dwellings must have a main floor finished area of not less than 1,100 square feet. In the computation of finished floor areas for one story dwellings, the same shall not include the basement.
- B. All multilevel dwellings, including but not limited to split-levels, one and one-half story dwellings, two-story dwellings, and dwellings having more than two stories must have above-ground finished floor areas of not less than 1,700 square feet, in the aggregate.

In the computation of finished floor areas for the dwelling types described in paragraphs A and B above, the same shall not include any porches, breezeways, attached or built-in garages. All garages must be attached to the residential dwelling. Any utility sheds or other outbuildings must be no larger 400 square feet.

V. UTILITIES.

All residential dwellings shall be designed or constructed so as to utilize electricity as the sole source of power, with no use of natural or LP gas for heating purposes. No individual water supply system or individual sewage disposal system shall be permitted on any Lot. All utility lines will be installed underground.

VI. DRIVEWAYS.

No dwelling shall be constructed, or altered or maintained on any Building Lot unless it has a driveway from the street running to the dwelling, which must be of sufficient area to park at least two cars entirely off the street. All driveways shall be constructed of concrete or asphalt.

VIII. STREET LIGHTING.

Street lighting shall be installed by the Declarant in accordance with the requirements established by the City of Glidden.

IX. RESTRICTIONS.

- B. There shall be no building or structure of a temporary nature and no trailer, basement, tent, shack, garage, or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently.
- C. No owner shall maintain or allow any activity on any Lot which unduly interferes with the peaceful possession and use of the Owners of other Lots, nor shall any Owner allow any fire hazard or unsightly accumulation of refuse to be maintained on any Lot.
- D. No livestock, poultry, or other animals of any kind shall be raised, bred, or kept on any Lot, except the Owners shall be permitted to keep cats, dogs, or other usual household pets, not exceeding a total of two dogs and/or three cats, at any one time.
- E. Following construction of a residence on any Lot, the same shall be maintained in good condition and repair at all times.
- F. To the extent any farm drain tile exists under the surface of any Lot, the Owners shall not obstruct or otherwise interfere with the continued operation of the same.

- G. None of the Lots shall at any time be divided into as many as two Building Lots, and no Building Lot shall be less in area than the smallest Lot platted in the subdivision. A single Lot, together with the contiguous portion or portions of one or more Lots may be used as one Building Lot.
- H. No commercial vehicles (including a semi truck tractor and/or trailer) shall be parked or stored outdoors in any part of High View Addition.
- I. Motor homes, boats, campers, busses, inoperable vehicles and farm vehicles may only be parked on a Lot or street adjacent to a Lot on a temporary basis (not to exceed 72 hours).

X. EASEMENTS.

Easements have been created or are reserved as shown on the recorded plat of High View Addition. The Owner or occupant of a Building Lot shall, at his own expense, keep and preserve that portion of the easement within his property in good repair and condition at all times and shall neither erect nor permit the erection of any building structure or fences of any kind or permit any growth within said easement which might interfere in any way with the use and maintenance of the utility services and drainage areas within the easements.

XI. ENFORCEMENT.

If any party shall violate or attempt to violate any of the covenants, conditions, or restrictions contained herein, it shall be lawful for the Declarant or any other Owners owning Building Lots in High View Addition entitled to the protection provided herein to prosecute proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants, conditions or restrictions and to either prevent him or them from so doing or recover damages for such violations.

XII. MODIFICATIONS OF RESTRICTIONS.

The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land and shall remain in full force and effect for a period of twenty years from the date of filing of these covenants, at which time said covenants, restrictions and provisions shall automatically be extended for successive periods of ten (10) years each, unless such covenants, restrictions and provisions are amended, modified or changed or canceled, in whole or in part, by written agreement signed by the Owner or Owners of more than sixty percent (60%) of the Lots hereby restricted, and recorded in the Office of the Recorder of Carroll County, Iowa, and at least one (1) year prior to the original expiration date or to a subsequent expiration date, whichever is applicable. Notwithstanding the above provisions, the Declarant may amend, modify, or change these covenants at any time, without the approval of any party, until such time as the Declarant has sold all Lots and has transferred the same by Warranty Deed.

XIV. SEVERABILITY.

Invalidation of any of these covenants, conditions, or restrictions by judgment or court order shall in no way effect any of the other covenants, conditions or restrictions contained here in which shall remain in full force and effect.

Signed and dated this 8th day of September 20 15.

Raccoon Valley Visionary Corp.

Declarant

By

James E. Bagley, CEO

STATE OF IOWA)
)SS:
COUNTY OF CARROLL)

On this 8th day of September 20 15, before me, the undersigned, a Notary Public in and for the said State, personally appeared, to me personally known, who being by me duly sworn, did say that he is the President of the corporation executing the within and forgoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that James E. Bagley as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



J. Gossett

NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

INST NO: 2016-1086
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MARILYN DOPHEIDE, RECORDER
CARROLL COUNTY IOWA

Prepared by: A. Eric Neu, Neu, Minnich, Comito & Neu, P.C. PO Box 367, Carroll, IA 51401 (712) 792 3508
Return to: A. Eric Neu, PO Box 367, Carroll, IA 51401

**SECOND AMENDMENT TO
DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS**

WHEREAS the Raccoon Valley Visionary Corporation is the Declarant under certain Declaration of Residential Covenants, Conditions and Restrictions recorded at Book L, Page 017 on the 5th day of January, 2007 (hereinafter the "Covenants") and pertaining to the following legally described real estate:

Lots 1, 2 and 3, Block 1, and Lots 1 through 20, Block 2, of High View Addition, an Official Plat, now included in and forming a part of the City of Glidden, Carroll County, Iowa

WHEREAS the Covenants authorize the Declarant to amend said Covenants until it has sold all Lots in the Property;

WHEREAS Declarant has not sold all Lots in High View Addition and desires to amend the Covenants;

NOW, THEREFORE, Declarant does amend said Covenants as follows:

1. Paragraph III(G) is eliminated and replaced with:

"G. Above-ground and non-permanent swimming pools are permitted providing a privacy fence is installed."

2. Unless expressly amended or modified by this First Amendment, all other term of the Covenants shall remain in full force and effect

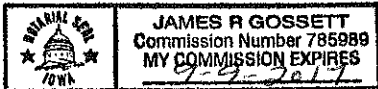
Raccoon Valley Visionary Corporation, Declarant,

By: James E. Bagley

James E. Bagley, CEO

STATE OF IOWA, COUNTY OF Carroll, ss

On this 20th day of April, 2016, before me, the undersigned, a Notary Public in and for the said State, personally appeared James E. Bagley to me personally known, who being by me duly sworn, did say that he are the chief executive officer of the corporation executing the within and foregoing instrument to which this is attached, that said corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that James E. Bagley as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



James R Gossett
Notary Public, State of Iowa.

Instrument #: 2022-3487
10/31/2022 08:21:30 AM Total Pages: 2
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Recording Fee: \$ 12.00
Ashten Wittrock, Recorder, Carroll County Iowa



Prepared by and after recording return to:
Dennis L. Puckett
Sullivan & Ward, P.C.
6601 Westown Parkway, Suite200
West Des Moines, IA 50266
(515)247-4710

**THIRD AMENDMENT
TO DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND
RESTRICTIONS
HIGH VIEW ADDITION
A SUBDIVISION IN GLIDDEN, CARROLL COUNTY, IOWA**

This Amendment is made and executed this 19th day of October 2022, by the undersigned, constituting the Declarant under the Declaration of Residential Covenants, Conditions and Restrictions recorded at Book L, Page 017 on the 5th day of January, 2007, as amended by the Amended and Substituted Declaration filed September 9, 2015 as Instrument No 2015-2880, and the Second Amendment filed April 22, 2016 as Instrument No. 2016-1086 (collectively hereafter the "Covenants"). The Covenants affect the following described real estate:

Lots 1, 2 and 3, Block 1, and Lots 1 through 20, Block 2, High View Addition, an Official Plat, now included in and forming a part of the City of Glidden, Carroll County, Iowa.

WITNESSETH:

WHEREAS, the Covenants were recorded on the dates and in the office of the Carroll County Recorder, as noted above; and

WHEREAS, the Covenants authorize the Declarant to amend said Covenants until it has sold all lots in the property; and

WHEREAS, the Declarant has not sold all lots in the High View Addition and desires to amend the Covenants.

THEREFORE, the undersigned Declarant hereby amends the Covenants as set forth herein:

1. The last sentence of the last paragraph of Article IV shall be amended to read as follows: "Any utility sheds or other outbuildings on a single lot must be no larger than 450 square feet and if a building lot consists of two contiguous Lots, then the utility sheds or other outbuildings must be no larger than 900 square feet."
2. The last sentence of Article IX, Section G shall be amended to read as follows: "A single Lot, together with the contiguous portion or portions of one or more adjoining Lots, or two full adjoining Lots, may be used as one building Lot; however, in the event two adjoining Lots are to be used as a single building Lot, then the residential structure constructed thereon should be located on part of both lots."
3. In all other respects, the Declaration of Covenants and Restrictions remain unchanged.

DECLARANT:

Raccoon Valley Visionary Corporation

By: 
Jim Gossett, CEO

STATE OF IOWA)
)SS:
COUNTY OF Carroll)

This instrument was acknowledged before me on the 19th day of October, 2022, by Jim Gossett, as CEO of Raccoon Valley Visionary Corporation.



NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

