



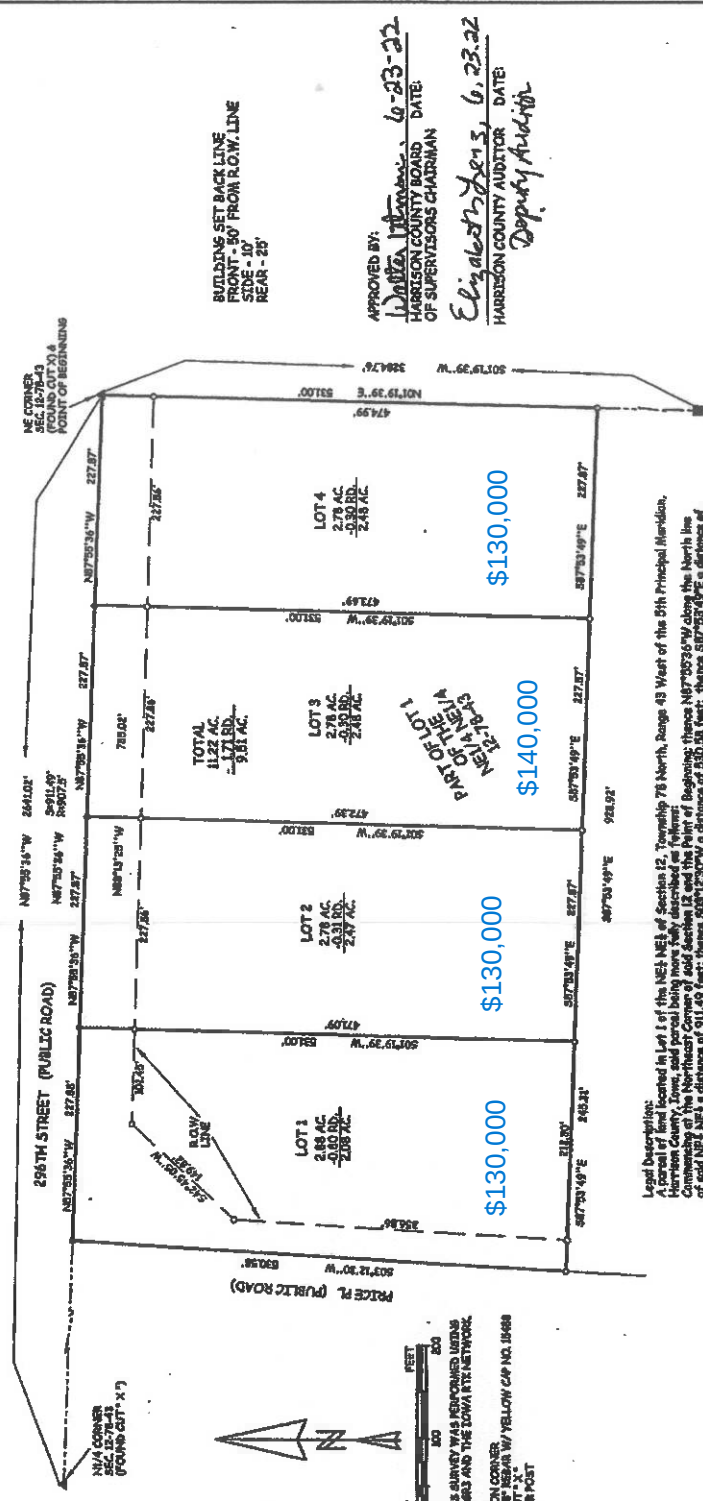
Book 2022 Page 1624
 Document 1824 Type 05 086 Pages 8
 Date 6/23/2022 Time 12:35:48PM
 Rec Amt \$42.00

LORIE A. THOMPSON, COUNTY RECORDER
 HARRISON COUNTY IOWA

MINOR SUBDIVISION

PREPARED BY: LAND SURVEYING SERVICES, INC. 12 NORTH WALNUT STREET GLENWOOD, IOWA 51534 (712) 427-3509
FINAL PLAT - CHAPEL HILL ESTATES
 OWNER & SUBDIVIDER: SPENCER, RALPH E. III & SPENCER, RUTH E.

RECORDED'S INDEX
 SECTION 12, TOWNSHIP 7N, RANGE 4S
 ALLOT PART: NE 1/4 NE 1/4
 PROPOSED: SPENCER, RALPH E. III & SPENCER, RUTH E.
 REQUESTED BY: ED SPENCER
 SURVEYOR: LAND SURVEYING SERVICES, INC.
 COMPANY: LAND SURVEYING SERVICES, INC.
 12 NORTH WALNUT ST. GLENWOOD, IA 51534
 712-327-3509



APPROVED BY:
 LORIE A. THOMPSON, 6-23-22
 HARRISON COUNTY BOARD
 OF SUPERVISORS CHAIRMAN

DATE: 6-23-22
 Elected to Office, 6-23-22
 Deputy Auditor

Legal Description:
 A parcel of land located in Lot 1 of the NE 1/4 NE 1/4 of Section 12, Township 7N North, Range 4S West of the 5th Principal Meridian, Commencing at the Northwest Corner of said Section 12 and the Point of Beginning; thence N87°05'56"W along the North line of said NE 1/4 NE 1/4 a distance of 911.49 feet; thence S00°12'30"W a distance of 530.00 feet; thence S87°05'49"E a distance of 928.02 feet to the East line of said NE 1/4 NE 1/4; thence N01°19'59"E along said East line a distance of 531.00 feet to the Point of Beginning. Said parcel contains 11.22 acres, more or less, including presently established road right of way (271 ac.), and is subject to the easements of Record.

NOTE: The North line of Lot 1 of the NE 1/4 NE 1/4 of said Section 12 is assumed to bear N87°05'56"W for this description.

2. I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Lorrie A. Thompson
 Lorrie A. Thompson
 License Number 15468
 My license renewed ends in December 31, 2025.
 I certify that this is a true and correct copy of the original of this Survey Map, 2022.

SURVEY: PART OF THE NE 1/4 NE 1/4 SECTION 12-78-43
 HARRISON COUNTY IOWA
 SCALE: 1"=100' DATE: MAY 2022 DRAWN BY: RSF
 REQUESTED BY: ED SPENCER REALTY
 322 EAST 7TH STREET LOGAN, IA 51546
 DRAWING NO. EDSPEL22K



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Date: 6/23/2022 Time 12:36:58PM

Rec Amt \$27.00

LORIE A. THOMPSON, COUNTY RECORDER
HARRISON COUNTY IOWA

Prepared by & Return to: Ralph E. Spencer III, 322 E 7th St, Logan, IA 51546

Protective Covenants for Chapel Hill Estates

1. All lots described herein shall be known, described and used solely as single family, acreage and residential lots.
2. All new construction blueprints including home and/or outbuilding must be approved by Ralph E Spencer III or Ruth E. Spencer. Square footage of each home shall be as follows:
Minimum Square footage per family:
 - a. 1500 square feet, ranch style, main floor living area with a minimum 2 car attached garage.
 - b. 2200 square feet, 2 story style, main floor and upstairs living area with a minimum 2 car attached garage.
 - c. Shop-house "Shouse" 1500 square feet main living area with a minimum 2 car attached garage.
 - d. Barn-house "Barndominium" 1500 square feet main living area with a minimum 2 car attached garage.
3. No trailer, mobile homes, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall be at any time be used as a residence temporarily or permanently nor shall any residence of a temporary character be permitted.
4. No trailers or mobile homes shall be allowed on the premises on a temporary or permanent basis, except 1 motorized home or pull-type travel trailer or camping trailer can be parked on the property.
5. Owner of lot can use a camper or motorhome as a temporary residence during the construction phase of a new home not to exceed 12 months from the date of start of construction. Electrical service, well and septic system must be installed prior to using the camper or motorhome as a temporary residence.

6. In constructing the residence and buildings, all setback requirements shall be within the following specifications:
 - a. The distance from the front right of way line to the residence shall be at least fifty feet.
 - b. The distance from the residence, barn, garage or utility building must be at a minimum of at least twenty-five feet from the side lot lines, and fifty feet from the rear lot line.
 - c. Setbacks shall be consistent with Harrison County Iowa zoning setbacks.
7. The assembly, disassembly or general service work on any car, truck, equipment, or other machinery shall be prohibited except in an enclosed garage or shop.
8. Each owner shall be responsible to maintain their premises free from all junk, abandoned cars and accumulated debris.
9. No junkyards or salvage yards shall be permitted.
10. No commercial dog kennels, breeding operations, or livestock confinements shall be permitted.
11. No hogs (swine) shall be permitted. Horses are allowed not to exceed 2 horses per lot, alternatively, owner could have not to exceed 2 beef cattle per lot. Chickens are allowed at a rate of 6 hens per lot. No roosters shall be permitted. No goats permitted. Any other species or livestock must be approved by the developer. Owners of each lot shall keep their livestock contained to their own lot as to not be a nuisance to the neighborhood.
12. The titleholders of the platted lot shall care for their pets so they will not be a nuisance to the neighborhood and contained within the boundaries of their own lot.
13. Titleholder of property, vacant or improved, shall keep his lot or lots free of weeds and debris, and maintained in a neat, well-kept manner.
14. No obnoxious or offensive trade shall be carried on nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
15. No motor cross/ATV/racetrack shall be permitted. Private ATV use permitted.
16. No organized shooting ranges or shooting clubs.
17. No hunting permitted.
18. No Political signs are permitted.
19. Display of Flags - Flags Permitted:

- a. Flag of the United States.
- b. Flag of the State of Iowa.
- c. Official Flag of any branch of the United States Armed Forces.
 - i. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code. Permitted flags must be displayed from a pole attached to a structure or to a freestanding pole.
 - ii. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
 - iii. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
 - iv. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

20. Seasonal Displays, Decorations and Fireworks

- a. Display of seasonal decorations must be limited in scope and must not become a nuisance or annoyance to the neighborhood.
- b. Winter holiday decorations and lights may be installed and illuminated no earlier than November 1st and must be removed by January 15th of the following year.
- c. All other seasonal decorations may be displayed for a period not to exceed three (3) weeks.
- d. Sale or use of fireworks, of any kind, whatsoever, except as provided below:
 - i. Use of fireworks on July 3 and July 4 but no later than 11:00 p.m.
 - ii. Use of fireworks on December 31st but no later than 1:00 a.m. on the following day.

21. The fence in front of the residence shall not exceed four feet in height. Any type of fence constructed behind the residence shall not exceed six feet in height. Chain link fencing is not permitted in the front of the residence. All interior fencing between parcels shall be constructed of barbless materials. Owner of each lot shall be responsible for construction and maintenance of their respective share ½ of the neighboring interior line fences. Adjoining owner to the South of each lot shall be in 100% control of all fencing of the South boundary line of each lot of Chapel Hill. Right hand fence rule shall apply unless special agreements are reached between adjoining landowners.

22. The owners of all Lots in Chapel Hill Estates agree to accept normal water drainage from adjoining parcels as dictated by mother nature and the lay of the land. Said owners also agree not to change this normal drainage pattern in any way that would alter normal water drainage patterns onto an adjoining landowner. Owners of each lot agree not to remove or restructure

any erosion control structures currently in place (terraces and etc) on their property, without first consulting and obtaining approval from the developer and NRCS.

23. Joint wells shall be allowed between lots 1 & 2 and 3 & 4. Well agreements shall be between the Lot owners.
24. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
25. If the present or future owners of any of said lots, or the grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the lot owner violating or attempting to violate any such covenants or either to prevent him/her or them from doing or to recover damages or other dues for such violation.

Signature Page

Restrictive Covenants

Chapel Hill Estates

Owners

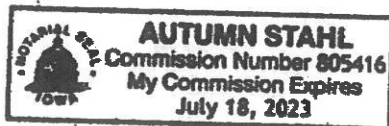

Ralph E. Spencer III


Ruth E. Spencer

State of Iowa

County of Harrison

On this 22nd day of June, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Ralph E. Spencer III and Ruth E. Spencer, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.




Notary Public



Printed Name

My Commission Expires: July 18, 2023