

Preparer: DeShawne L. Bird-Sell, P O Box 391, Glenwood IA 51534, 712-527-4026  
Return to: DeShawne L. Bird-Sell, P O Box 391, Glenwood IA 51534, 712-527-4026  
Taxpayer: Sandra L. Geiger and Henry N. Clark 58681 Kidd Rd , Glenwood IA 51534

## RESTRICTIVE COVENANTS

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF MILLS            )

RE:

The South Half of the Southeast Quarter (S ½ SE ¼) of Section Fifteen (15), Township Seventy-three (73) North of Range Forty-two (42) West of the Fifth Principal Meridian in Mills County, Iowa EXCEPT a parcel of land located in part of the Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼) of said Section Fifteen (15) described as follows:

Commencing at the S ¼ corner said Section 15, thence along the West line SE¼ N 0 Degrees 00 Minutes 00 Seconds East 895.97 feet to the point of beginning, thence continue along said West line North 0 Degrees 00 Minutes 00 Seconds East 291.69 feet, thence South 89 Degrees 02 Minutes 01 Seconds East 141.38 feet thence South 71 Degrees 49 Minutes 00 Seconds East 323.91 feet, thence South 0 Degrees 43 Minutes 47 Seconds East 47.66 feet, thence South 54 Degrees 37 Minutes 21 Seconds West 297.43 feet, thence North 81 Degrees 19 Minutes 07 Seconds West 209.59 feet to the point of beginning, said parcel contains 2.404 acres including the point of beginning, said parcel contains 2.404 acres including the county road R.O.W. which contains 0.233 acres.

NOTE: Bearings are assumed and based upon the North-South centerline section as bearing N 0 Degrees 00 Minutes 00 Seconds East and subject to easements of record.

COME NOW Sandra L. Geiger and Henry N. Clark, wife and husband as the developers of Silver Springs Subdivision and as Member/Managers of Silver Springs Subdivision, LLC and Henry Norman Clark, Trustee of the Henry Norman Clark u/a dated May 14, 2020 and Sandra Lynne Geiger, Trustee of the Sandra Lynne Geiger u/a dated May 14, 2020; as owners of the land herein; and hereby state their intentions to form covenants to the land described herein. The parties wish to make the covenants perpetual in nature, and in the event that these covenants are deemed not to be perpetual in nature, shall extend through the 1<sup>st</sup> day of April, 2046. Future purchasers are hereby on notice of said intentions.

We hereby covenant as follows:

### **Silver Springs Subdivision Protective Covenants**

The following Protective Covenants shall apply to all lots within the Auditor's Final Plat for the property known as *Silver Springs Subdivision*:

#### **1. Building Setbacks and Construction Requirements**

- a. All residences and structures must comply with the Mills County Subdivision setback regulations, except as otherwise provided in subsection (b).
- b. A minimum setback of 100 feet is required from the front property line for all structures, and a minimum setback of 25 feet is required from side and rear property lines. Detached structures must be located to the side or rear of the residence.
- c. All homes must be constructed from standard residential building materials, including lumber, brick, concrete, concrete block, and metal. A minimum two-car garage is required, which may be under, attached, or detached from the home. Homes must be stick-built on-site. The developer reserves the right to approve or deny the construction of earth-style, earth berm, or modular homes within the subdivision.

#### **2. Prohibited Structures**

No mobile homes or manufactured homes shall be permitted. Shouses, barndominiums, or metal residence/shop combinations are allowed only on Lots 9, 10, 11, and 12.

#### **3. Minimum Residential Square Footage**

The main floor of all residences must have a minimum of 1,800 square feet, excluding garage space.

#### **4. Sequence of Construction**

A residence must be constructed prior to the construction of any other structures on the lot.

#### **5. Developer Approval**

The developers (Sandra L. Geiger and Henry N. Clark) must approve all home construction plans and detached building designs prior to the commencement of construction.

#### **6. Exterior Colors**

No exterior paint color deemed obnoxious or inconsistent with the subdivision's aesthetic standards will be permitted. Exterior paint colors must be approved by the developer.

#### **7. Swimming Pools**

Swimming pools must be located in the rear yard, behind the residence. All pools must be enclosed by a barrier of at least four feet in height, which must not allow the passage of a four-inch sphere.

#### **8. Utility Installation**

All telephone, television, electric, and other utility service lines must be installed underground.

#### **9. Livestock Restrictions**

- a. Livestock is prohibited on Lots 1, 4, 5, and 9.
- b. On all other lots, one head of livestock per full acre is permitted, excluding swine. For example, Lot 11 (3.75 acres) may accommodate up to three head of livestock.
- c. Swine are prohibited, except for FFA and 4-H projects, permitted only between April and August each year and subject to the lot limitations stated above.
- d. Commercial animal operations are strictly prohibited. All livestock must be confined to the rear of the residence.
- e. No commercial dog kennels are permitted.

#### **10. FFA and 4-H Projects**

For FFA and 4-H projects, non-swine, hooved livestock and poultry are permitted from December through August, limited to a maximum of eight animals, and must be confined to the rear of the lot.

#### **11. Erosion Control Compliance**

Until transferred to a new owner, Sandra L. Geiger and Henry N. Clark are responsible for compliance with the Erosion Control Plan. Upon transfer, the new owner assumes responsibility for compliance, including maintaining private drives.

## **12. Amendment Rights**

The developers, Sandra L. Geiger and/or Henry N. Clark, reserve the right to amend these covenants until all lots are sold.

## **13. Firearm Discharge and Hunting**

Hunting is prohibited within the subdivision. Discharge of firearms is permitted only between 10:00 a.m. and 7:00 p.m.

## **14. Fence Height and Specifications**

- a. Fences in front of a residence may not exceed four feet in height.
- b. Fences constructed to the side or rear of a residence may not exceed six feet in height.
- c. Barbed wire and woven wire fences are prohibited, except on Lots 13, 14, 15, 16, 17, and 18.
- d. All fences must be approved by the developer prior to construction.

## **15. Satellite Dish Restrictions**

Satellite dishes with a diameter exceeding 30 inches must be installed behind the residence.

## **16. Vehicle and Equipment Restrictions**

- a. The assembly, disassembly, or general service of any car, truck, equipment, vehicle, camper, trailer, or other machinery is prohibited unless conducted within an enclosed garage or building.
- b. Outdoor storage of cars, trucks, equipment, vehicles, campers, trailers, or other machinery is prohibited unless for daily use.

## **17. Property Maintenance**

Each lot owner is responsible for maintaining their lot in a neat and presentable condition, free from junk, abandoned vehicles, or accumulated debris.

## **18. Propane Tank Placement**

Propane tanks must be placed in the side or rear yard of the lot.

## **19. Radio and Ham Radio Towers**

No radio or ham radio towers are permitted without the developer's written consent.

## 20. Lot Maintenance

Each lot owner, whether the lot is occupied or vacant, must maintain the lot in a mowed and presentable condition.

## 21. Private Road Maintenance and Cost Allocation

- a. Private road repair and maintenance costs shall be divided proportionally among lot owners whose lots touch the private road in question, regardless of the location of the repair.
- b. Repairs exceeding \$5,000 require written approval from 60% of the lot owners on the private road.
- c. Day-to-day maintenance, including grading, pothole repair, and snow removal, is the responsibility of the lot owner for the portion of the private drive that fronts their lot.
- d. Speed limits on private roads are limited to 10 MPH.

## 22. Easement for Ingress, Egress, and Services

- a. On Dew Berry Lane, Lots 1, 2, 3, and 4 have ingress/egress access and a school bus and postal services easement on Lot 1.
- b. On Coffee Tree Lane, Lots 13, 14, 15, 16, 17, and 18 have ingress/egress access and a school bus and postal services easement on Lot 13.
- c. School bus and postal structures will be installed by the developer on Lots 1 and 13, with maintenance costs proportionally split among lot owners touching the respective private roads.

## 23. Enforcement of Covenants

If any lot owner, their grantees, heirs, or assigns violate or attempt to violate these covenants, any lot owner may initiate legal or equitable proceedings to prevent such violation or to seek damages for said violation.

## 24. 1031 Tax Exchange Cooperation

At the seller's/developer's discretion, lot buyers shall cooperate with the seller/developer in facilitating a 1031 tax exchange at no expense to the buyer.

## 25. Utility and Telecommunications Easements

All lots shall allow rights-of-way for utilities, wells, and telecommunications existing as of the purchase date and for future infrastructure within 50 feet from the centerline of any road or private road.

## Effective Date

These covenants shall take effect immediately upon execution and remain binding upon all current and future owners of lots in Silver Springs Subdivision.

Dated: 5-14-2025

Sandra L. Geiger  
Sandra L. Geiger

Henry N. Clark  
Henry N. Clark

State of Iowa                    )  
  ) ss:  
County of Mills                )

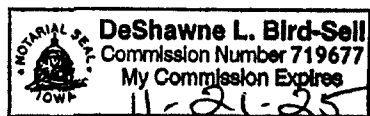
**Acknowledgment and Certification**

On this 14 day of May, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sandra L. Geiger and Henry N. Clark, who, being duly sworn, did depose and state under oath as follows:

1. That they are the duly appointed and acting member/managers of Silver Springs Subdivision, LLC, an Iowa limited liability company, and as such are authorized to execute documents and act on behalf of the LLC in matters concerning real property.
2. That they are also acting in their capacities as trustees of their respective revocable trusts, with full authority to act in said capacities with respect to the conveyance, encumbrance, and management of real property under Iowa law, including but not limited to the requirements of Iowa Code § 633A.4604 (Trust Certification for Real Property Transactions).
3. That they are the same persons named in, and who executed, the foregoing instrument, and acknowledged said instrument to be their voluntary act and deed, both individually, as trustees of their respective trusts, and in their capacities as member/managers of Silver Springs Subdivision, LLC.
4. That they affirm they remain duly serving as trustees of their respective trusts and as member/managers of Silver Springs Subdivision, LLC as of the date of this instrument.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal the day and year first above written.

Notary Public in and for the State of Iowa



[Signature]  
Notary Public