

**RESTRICTIVE COVENANTS**  
Military Trail Estates, Ossian, Iowa

The following Covenants and Restrictions shall run with said real estate and any purchaser or purchasers from the present owner or his successors in interest or any successor/purchaser shall be bound and governed by the same:

1. All lots shall be used solely for single family residential dwellings. No trailer, basement, tent, garage, vehicle, camper or other similar structure shall be used as a temporary or permanent residence, nor shall any residence of a temporary nature be permitted. Condominium or two family dwellings may be approved by *Sarah A. Schultz Freilinger*.
2. No more than one residential structure shall be constructed on any given lot.
3. No residential structure shall exceed two stories in height above the foundation. One (1) story homes shall contain a minimum of 1,650 square feet of living space on the first floor of the structure not including the basement. One and a half (1½) and two (2) story homes shall contain a minimum of 1,000 square feet of living space on the first floor with a minimum of 1,650 square feet total above ground not including the basement. All garages are to be contained within or structurally attached to the residential structure and shall have a capacity no less than two cars and not to exceed four cars. All two stall garages must be minimum 26x28 in dimensions. No residential structure shall be constructed without a basement; said basement being no less than the dimension of the first floor. Also, no residential structure will be constructed with a roof pitch of less than a 5:12 ratio.
4. The subdivision plat designates certain portions of lots as perpetual utility easements, and it is understood that such easements are reserved for the purpose of conveying them to a governmental body or utility company for sewer or other utility installation or maintenance. Therefore, no trees, shrubs or other large encumbering vegetation shall be planted in these designated perpetual utility easement areas.
5. All utilities not installed shall be installed underground. No above ground storage tanks of any kind or nature shall be installed on any lot.
6. No obnoxious or offensive trade or activity shall be carried on in any structure or on the lot or on the premises, nor shall anything be done therein or thereon, which may be or become a nuisance to the residents of the neighborhood.
7. No farm equipment, machinery or other property, other than such machinery as may be used for caring for said lot, of any kind whatsoever shall be stored on or upon any lot which may be or may become an annoyance or nuisance to the area, or which may be unsightly or which may create or tend to create a rodent or health problem. No automobiles, or parts thereof will be stored on any lot other than those vehicles actively in mobile use by the occupant or owner thereof.
8. All structures to be constructed within the subdivision shall be enclosed within 180 days of the date construction commences.
9. All excavating and landscaping plans are to be submitted to *Sarah A. Schultz Freilinger* for approval and approval shall be obtained prior to the commencement of said excavating and landscaping.
10. If any lot owner, their heirs or assigns, shall violate or attempt to violate any of the Covenants or Restrictions herein, it shall be lawful for any person or persons or entity owning any other lot or lots governed by these Covenants or Restrictions to prosecute any proceedings at law or in equity against the person or persons or entity

violating or attempting to violate any such covenant or restriction and either or prevent him or them from so doing or to recover damages or other dues for such violation.

11. 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 fifteen (15) years from the date of this instrument after which said Covenants shall be automatically extended for successive periods of ten (10) years.
12. Invalidation of any part of these Covenants by judgement or court order shall in no way affect any of the other provisions which shall continue in full force and effect.
13. The titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.
14. No trailer, camper, basement, tent, shack, garage, barn, or other out building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. Outdoor storage of campers, trailers, and/or recreational vehicles is not permitted on site and must be moved off-site for winter storage.
15. No residents shall park or allow their guests to park a truck larger than one ton on the street overnight.
16. Property owners are to provide off street parking for all vehicles operated by members of their households.
17. All pets and ownership thereof shall be governed by the rules and regulations of the Ossian Municipal Code.
18. No detached buildings of any nature are allowed.
19. Two hardwood trees will be required to be planted within 12 months of lot purchase.
20. No outside wood burners.
21. 50% Rock, brick or stucco is required on front face of residence.
22. All residential building plans for residences in Military Trail Estates and under these restrictive covenants must be approved by *Sarah A. Schultz Freiling*. All final plans must be provided to *Sarah A. Schultz Freiling* for approval 30 days in advance of scheduled commencement of excavation.

Submissions and approvals required by *Sarah A. Schultz Freiling* according to the Covenants and Restrictions may also be made to appointees Stephanie D. Schultz or their successors. Phone number: 563-539-2166.