

80-14239

Cedar Ridge

## COMPARED

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CEDAR RIDGE SUBDIVISION IN THE CITY OF COUNCIL BLUFFS, IOWA

THIS DECLARATION, made this 24 day of January,  
1980, by the undersigned,

W I T N E S S E T H:

WHEREAS, the undersigned is the owner of the real estate described in Clause I of this Declaration, and is desirous of subjecting the real property described in said Clause I to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof and shall inure to the benefit and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, the undersigned hereby declares that the real property described in and referred to in Clause I hereof, is and shall be held, transferred, sold and conveyed, subject to the conditions, restrictions, covenants, reservations, easements, liens and charges herein set forth.

CLAUSE I

Property Subject To This Declaration

The real property which is, and shall be, held and shall be conveyed, transferred, and sold, subject to these conditions, restrictions, reservations, easements, liens and charges, with respect to the various portions thereof set forth and the various clauses and subdivisions of this Declaration is located in the City of Council Bluffs, Pottawattamie County, State of Iowa, and is more particularly described in the plat of Cedar Ridge Subdivision, in the City of Council Bluffs, Iowa, attached hereto and incorporated herein by reference.

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No property other than that described above shall be subject to this Declaration, unless and until specifically made subject thereto.

## CLAUSE II

The real property described in Clause I hereof is subject to the covenants, restrictions, conditions, reservations, easements, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, as far as practical, the natural beauty of said property; to guard against the erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to maintain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper set backs from streets and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property and thereby to enhance the values of the investments made by the purchasers of building sites therein.

A. All lots described herein shall be known, described and used solely as residential lots, and no structures shall be erected on any lot other than one detached single-family dwelling not to exceed two stories in height and a three (3) car garage.

B. No building shall be erected on any residential lot nearer than twenty-five (25) feet from the front lot line. The side yard on each side shall be a minimum ten percent (10%) of the lot width at the building set back line, or a minimum setback line

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of five (5) feet, whichever is greater; provided, however, that on corner lots the setback of all buildings shall be a minimum of fifteen (15) feet on the side abutting the public street or avenue. The rear yard shall be a minimum of twenty (20) feet. No accessory buildings shall be located on any of the lots subject to these covenants.

C. No residential lot described herein shall have a width of less than sixty-five (65) feet at the minimum building setback line nor an area of less than 6,500.00 square feet.

D. No trailer, basement, tent, shack, garage or barn or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

The keeping of a mobile home or motor home, either with or without wheels, on any parcel of property covered by these covenants is prohibited. A motor boat, houseboat, or similar waterborne vehicle may be maintained, stored or kept on any parcel of property covered by these covenants, only if housed completely within the family garage. No trailers of any kind shall be stored on any lot other than those inside the family garage. No vehicle of any kind shall be stored on any lot unless it would be inside the garage of said home.

E. No building shall be erected on any lot unless design and location is in harmony with the existing structures and locations in the tract and does not violate any of these covenants. In any case, no dwelling having a ground floor square foot area of less than 1,300 square feet in the case of one (1) story structures, nor less than 700 feet in the case of a one and one-half story (1½) or two (2) story structures, shall be permitted on any lot described herein.

F. The titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris. It is further pro-

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vided herein that during the construction of any dwelling on any lot, the contractor shall not store any building materials on said lots, unless the same are placed in an enclosed building.

G. No obnoxious nor offensive trades shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

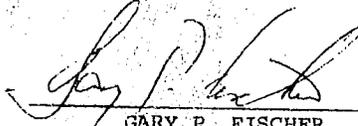
H. No animals, livestock nor poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

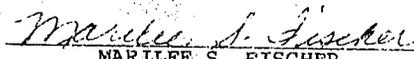
I. A perpetual easement is reserved over, across and through the side and front five (5) feet of all lots and over, across and through the rear ten (10) feet of all lots for utility installation and maintenance and drainage facilities.

J. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

K. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, and said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the then owners of a majority of the building sites covered by these covenants it is agreed to change such covenants in whole or in part.

EXECUTED on the above date set forth.

  
GARY P. FISCHER

  
MARILEE S. FISCHER