

99-51042

Centre Pointe Heights Replat II

COMPARED

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS,
FOR
CENTRE POINTE HEIGHTS REPLAT II
IN THE CITY OF COUNCIL BLUFFS, IOWA

THIS DECLARATION, made this 1st day of April, 1999 by the undersigned,

WITNESSETH:

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 conditions, restrictions, limitations, 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 of 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, limitations, covenants, reservations, easements, liens and charges herein set forth.

99-51052

Entered for Taxation

APR 2 1999

Marilyn J. Drake

COUNTY AUDITOR

COMPARE

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, limitations, reservations, easements, liens and charges, with respect to the various portions thereof set forth in 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 final plat of Centre Pointe Heights, Replat II to Council Bluffs, Iowa, attached hereto and incorporated herein by reference.

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

CLAUSE II

General Purposes of Conditions

The real property described in Clause I hereof is subject to the conditions, restrictions, limitations, covenants, reservations, easements, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof.

Plans and specifications must be submitted to Centre Pointe Heights, Replat II Developer for approval to protect owners and guard against improper use of surrounding building sites as will depreciate the value of their property, to encourage and secure the erection of attractive homes thereon; and to secure and maintain proper setbacks from street and adequate free spaces between structures.

1. Lots 1 through 26 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 garage for not less than two automobiles.

2. No trailer, basement, tent, shack, garage, barn or outbuilding shall be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

3. Recreational vehicles, mobile homes, campers, motor homes, trailers, motorcycles, motor boats, house boats or similar water boats may be maintained, stored or kept on any parcel of property covered by these covenants providing they are placed to the rear of the parcel and are screened from view by an attractive fence or housed within the garage of said home.

4. Vehicles belonging to owners or other occupants of dwelling shall be parked in the garage or driveway and not on the street so as not to inhibit traffic or street maintenance.

5. No building shall be erected on any lot unless the design and location is in harmony with the existing structures and location in the tract, and does not violate any of the protective covenants herein. A one story dwelling, a split entry dwelling, or a split level dwelling shall have not less than 912 square feet on the main living floor level; a one and one-half story dwelling shall have not less than 800 square feet on the main living floor level; a two story dwelling shall have not less than 800 square feet on the main living floor level. All square footage requirements referred to are exclusive of porches and/or attached garages.

6. No changes, alterations, additions, buildings, fences or walls shall be commenced unless such design and location are harmonious with existing structures and do not violate any restrictive covenants.

Center Point Heights

7. No fence shall be erected on any lot that would extend forward past the rear of any house erected thereon.
8. The title holder or contract holder to each lot, vacant and improved, shall keep his/her lot or lots free of weeds and debris.
9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes.
10. No offensive or obnoxious trade 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.
11. No animals, livestock or 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 purposes.
12. No satellite dish for television communication purposes shall be placed on any lot unless approved by Developer.
13. No house trailers, prefabricated houses or modular houses will be allowed on any lot. No vinyl siding and/or overhang material will be allowed on any house.
14. Buildings for garden tools, etc. shall be required to have a design similar to the house design with regard to siding materials and roofing materials. Metal storage buildings shall not be allowed.
15. No dwelling shall be moved to any lot within Centre Pointe Heights, Replat II from outside the development.
16. The maximum time allowed to complete construction and landscaping will be one year

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from commencement of construction. Excess dirt from excavation shall be hauled from the lot within the construction period. All excavation, backfilling and landscaping shall be done in a manner such that the natural drainage is not altered to such an extent that unreasonable or undesirable drainage or erosion results.

17. Materials and equipment used during the construction and landscaping process shall be stored and maintained on the lot in an orderly manner.

18. No business activities shall be conducted on any lot.

19. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate for-sale or for-rent signs shall be permitted temporarily in the yards of dwellings which are being offered for sale or rent.

20. Notwithstanding the foregoing provisions, paragraphs "18" and "19" shall not restrict the business activities, advertising, signs and billboard, or the construction and maintenance of structures by the Centre Pointe Heights, Replat II Developer, its agents and assignees, during the construction and sale period of this development.

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

22. All buildings and improvements shall be constructed in compliance with the pertinent zoning and building codes of the City of Council Bluffs, Iowa.

23. No building shall be erected on any residential lot nearer than 20 feet from the front lot

COVENANTS

line. The side yard on each side shall be a minimum of 10 percent of the lot width at the building setback line, or a minimum of five feet, whichever is greater; provided, however, that on corner lots the setback for all buildings shall be a minimum of 15 feet on the side abutting a public street or avenue. The rear yard shall be a minimum of 20 feet.

24. Public sidewalks shall be constructed of concrete four feet wide by four inches thick in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalks shall be placed five feet back of the street curb line.

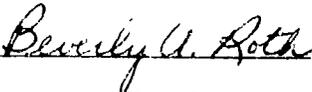
25. Fruit or vegetable gardens shall not be permitted which would extend forward past the rear of any house erected on any lot.

26. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until March 31, 2024. It shall be lawful for any person or persons owning any lot in Centre Pointe Heights, Replat II to proceed at law or in equity against the person or persons violating or attempting to violate such covenant or restriction and either to enjoin him/her or them from so doing and to recover damages from such violation.

27. Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

28. Developer shall maintain 51 percent of voting rights until the last lot in Centre Pointe Heights, Replat II is sold.

Executed on the above date set forth.


Beverly A. Roth, Owner

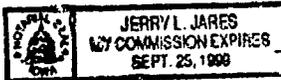
COMPALED

STATE OF IOWA)

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COUNTY OF POTTAWATTAMIE)

On this 1st day of April, 1999, before me the undersigned, a Notary Public in and for said state, personally appeared Beverly A. Roth to me personally known, who being by me duly sworn did acknowledge that she voluntarily executed the foregoing instrument.



Jerry L. Jares
Notary Public

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