

COMPASS

PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
FILLMORE HILLS

The following covenants, conditions, restrictions and easements are hereby imposed upon the following described real estate and are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date of recording, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an agreement signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part:

Lots 1 through 48, inclusive in Fillmore Hills, a Subdivision in the City of Council Bluffs, Iowa, being a Replat of Lot 1, Pony Creek Acres, and part of the N.E. 1/4 of the S.W. 1/4 of Section 6, all in Township 74 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa.

By acceptance of any Deed in conveyance of said lot or lots from the Developer, the grantee, in consideration of the premises, binds himself or herself and his or her heirs, executors and administrators or grantees to strictly observe and perform all of the restrictions and covenants herein contained.

Invalidation of any one of the covenants herein contained by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

1. All lots described herein shall be known, described and used solely as residential lots; any structure erected on any residential building lot shall be a single family dwelling not to exceed two stories in height; each dwelling shall have a minimum of a two car garage.

2. No open fence shall be built to a height greater than six feet on that section which shall comprise the rear lot area of the property. No fences or hedges shall be placed or maintained forward of the front building line.

3. No structures shall be erected, altered, placed or permitted to remain on any residential building plot, as hereinafter defined, other than one detached single-family dwelling not to exceed two stories in height, a private garage, attached breezeways and other outbuildings incidental to residential uses, nor containing a ground floor area, exclusive of porches, breezeways, car ports, and garages of a minimum of 1,200 square feet in the case of one story, nor less than 850 square feet in the case of a two story structure. In the case of a tri-level, no less than a total of 1,550 square feet (nor having less than a two car garage). For the purpose of these restrictions, two story height shall be defined as a structure with two floors above the basement level.

4. No noxious or offensive trade or activity shall be carried on upon any plot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside radio, television or other electronic

antenna or aerial larger than 18 inches in diameter, shall be erected on any building plot without written consent of the Developer.

5. Boats, camping trailers, automobiles, auto-drawn trailers, motorized mobile homes or recreational vehicles may be kept on the premises provided they are parked behind the front building line and screened from view.

6. No repair of automobiles will be permitted outside of garages on any lot at any time; nor will any vehicle offensive to the neighborhood be visible stored, parked or abandoned in the neighborhood.

7. No incinerator or trash burner shall be permitted on any lot. No fuel tank shall be permitted to remain outside of any dwelling unless fully screened from view (not visible from street or neighboring lots). No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use. Any exterior air conditioning condenser unit shall be placed in the rear or side yard and screened from view from the street.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

9. The exposed front foundation wall (and also the wall facing the side street on corner lots) of all main residential structures must be constructed of or faced with brick or stone or stucco. All exposed side and rear concrete block or

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masonry foundation walls must be painted. All driveways must be constructed of concrete, brick or laid stone.

10. All construction plans and plot plans showing the location and design of the structure must be submitted to The Architectural Control Committee or its assigns, which shall consider such plans and materials, exterior design and colors, location of improvement upon building plot; provided that The Architectural Control Committee specifically reserves the right to deny permission to construct any type of structure, exterior color, or improvement which it determines will not conform to its master plan for development of the subdivision.

11. The front and side yards and 15 feet to the rear of the foundation shall be fully sodded at the time of completion of the improvements.

12. A perpetual easement is reserved for ingress and egress to install and maintain storm sewers and appurtenances and for the installation and maintenance of utilities, five feet in width along all side lot lines and ten feet in width along all rear lot lines. Said drainage areas and included drainage systems, if any, are private and are to be installed and maintained by the owners of the adjoining same.

13. These covenants may be enforced by any property owner in said subdivision.

14. The term "Developer" shall mean Duane H. Menke, his successors and assigns. Developer may name seven (7) property owners to serve as The Architectural Control Committee under the terms and conditions hereof. Vacancies in

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the number of property owners serving as The Architectural Control Committee shall be filled by majority vote of the remaining members serving. Each member serving shall serve until his or her successor is so elected.

15. The "Developer" expressly reserves for himself, until 90% of the lots are sold, the right to amend these covenants, easements and restrictions, in any way Developer may wish.

Dated this 28 day of October, 1996.

*Duane H. Menke*  
DUANE H. MENKE

STATE OF IOWA )  
 ) ss.  
COUNTY OF POTTAWATTAMIE )

On this 28 day of Oct, 1996, personally appeared Duane H. Menke, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

*William E. Redburn*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF IOWA

(SEAL)

My Commission Expires: *July 20, 1998*