

93-10385

Forest Glen Phase 2

RESTRICTIVE COVENANTS

The undersigned, Tweedt Engineering & Construction, Inc., an Iowa Corporation owner of Forest Glen Subdivision, Phase 2, a subdivision within the City of Council Bluffs, Pottawattamie County, Iowa, as shown by the attached plat thereof, hereby declare that all lots in such subdivision shall be restricted to residential purposes except as noted in paragraph 1, within the zoning classification set forth in our accompanying Proprietors Statement and shall be subject to all of the restrictions hereinafter set out.

In order to provide for the proper development of Forest Glen Subdivision, Phase 2, and of each and every lot therein, to protect the owners of such lots, and to insure the future value, beauty and use of Forest Glen Subdivision, Phase 2, as a restricted residential area, the undersigned hereby subject Forest Glen Subdivision, Phase 2, and each lot therein to the following conditions, restrictions, limitations and reservations, each of which is for the benefit of such subdivision and each lot therein and for the owners of each lot, which conditions, restrictions, limitations and reservations shall insure to the benefit of and pass with the title to each lot, and bind the successors in title as the owners of such lots. Each condition, restriction, limitation and reservation shall be a covenant running with the land as to each lot. Each lot shall be held, transferred, sold and conveyed subject to such conditions, restrictions, limitations and reservations, which shall be considered a part of the language of each instrument conveying, transferring of, passing any interest in or to any lot whether specifically incorporated therein or not.

1. All lots, except as noted below, shall be known, described and used solely as R-1 Single Family Residential Lots and no structure shall be erected on any such lot other than one detached single family dwelling not to exceed two stories in height and a four car garage.

Lot 114, which is the same as lot 259, on the approved preliminary plan, shall be known, described and used solely as R-3 Multifamily Residential lots and structures erected on any of such lots shall comply with the Zoning Ordinance of the City of Council Bluffs with respect to such classification.

Lot 260 as indicated on the approved preliminary plan, shall be known, described and used solely as Neighborhood Commercial and structures erected on any of such lots shall comply with the Zoning Ordinance of the City of Council Bluffs with respect to such classification.

2. No trailer, basement, tent, shack, garage, barn or other out building 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.
3. No building shall be erected on any lot classified as R-1 Single Family Residential unless the design and location is in harmony with existing structures and location in the tract and does not violate any Protective Covenants. In any case no dwellings having a ground floor square foot area of less than 1200 square feet in the case of a one story structure, nor less than 750 square feet in the case of a one and one-half or two story structure, shall be permitted on any lot described herein. In the event any lot classified as R-3 Multi family Residential is used for the erection of a single family residence, the same restrictions shall apply.
4. The title holder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.
5. No billboards, satellite dishes or any other unsightly objects will be erected, placed or maintained on any Lot. No advertising signs will be allowed on any Lot; provided, however, one "For Rent" or one "For Sale" sign of not more than 5 square feet may be placed or maintained on a Lot. No business activities shall be conducted on any Lot if the conduct of said business activity will result in an unreasonable increase in the traffic flow within the Addition, or an unreasonable increase in the number of vehicles parked on the streets within the Addition, or the presence of unsightly commercial vehicles within the Addition. Notwithstanding the foregoing provisions, this paragraph shall not restrict the business activities, advertising, signs and bill boards, or the construction and maintenance of structures by the Developer, its agents and assigns, during the construction and sale period of this Addition.
6. A perpetual easement is reserved for utility installation, maintenance and drainage over the rear ten feet and side five feet of each lot, or as specified on the final plat.
7. No animal of any kind other than family pets shall be kept on any part of a lot.
8. No building, fence, wall or other structure shall be erected or altered until the design, location, first floor elevation and lot grading plan have been approved in writing by the undersigned or their successors in title or by a committee appointed by them; provided, that in the event such plans are neither approved nor disapproved within 30 days after submission, such approval shall not be required so long as such design and location are harmonious with existing structures and do not violate any restrictive

covenants. No residence shall be occupied until completed in accordance with the plans and specifications. All buildings shall comply with the provisions of the Zoning and Building Ordinance of the City of Council Bluffs.

9. The construction and landscaping of each Residence shall be completed within one year from the date the construction of the Residence is commenced. Excess dirt resulting from the excavation done on any Lot shall be hauled from the lot or used in landscaping the Lot within the construction time period. All excavation or alteration of the existing topography and native growth will 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.
10. Material and equipment used during the construction and landscaping process will be stored and maintained on the Lot in an orderly manner.
11. No camper, mobile home, recreational vehicle or boat shall be maintained, stored or kept on any lot unless it is screened from view. Unused vehicles shall be removed from the premises and no Lot shall be used for the purpose of selling, leasing, showing or repairing vehicles for commercial purposes.
12. No external television or radio antennae will be allowed. However, radio transmitting antennae will be allowed if installed so that they cannot be viewed from any adjoining street.
13. No Lot owner shall use, suffer or permit any person or persons in any manner whatsoever, to use his Lot for any purpose which will constitute an unreasonable and improper invasion upon the quiet use and enjoyment of any other lot owner's property. Each lot owner shall maintain his Lot in a clean and wholesome condition and all health and police regulations shall in all respects and at all times be fully complied with by the lot owner so as to prevent noxious and offensive activities or conditions which could constitute a public or private nuisance.
14. The title holder of each lot, vacant or improved, shall become a member of the Forest Glen Homeowners Association and shall be obligated to pay his or her share of the obligations of that Association as provided in its by-laws or otherwise.
15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1st, 2015, it shall be lawful for any other person or persons owning any other lot in such subdivision 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 or them from so doing and to recover damages for such violation.
16. Invalidation of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 31st day of August, 1992.

by M. L. Tweedt
M. L. Tweedt, President
Tweedt Engineering & Constr. Inc.

STATE OF IOWA)
) ss.
POTTAWATTAMIE COUNTY)

COMPANY

On this 21st day of August, A.D. 1992 before me, a Notary Public in and for said County, personally appeared M. L. Tweedt, to me personally known, who being by me duly (sworn or affirmed) did say that that person is President of of said Tweedt Engineering & Construction, Inc. and that (the seal affixed to said instrument is the seal of said or no seal has been procured by the said) Tweedt Engineering & Construction, Inc. and that said instrument was signed and sealed on behalf of the said Tweedt Engineering and Construction, Inc. by authority of its board of (directors or trustees) and the said Notary Public acknowledged the execution of said instrument to be the voluntary act and deed of said Tweedt Engineering and Construction, Inc. by it voluntarily executed.

Joe R. Peltzman

Notary Public 4-24-95