

RESTRICTIVE COVENANTS

The undersigned, Tweedt Engineering & Construction, Inc., an Iowa Corporation owner of Forest Glen Subdivision, Phase 3, 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, 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 3, 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 3, as a restricted residential area, the undersigned hereby subject Forest Glen Subdivision, Phase 3, 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, 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 with an attached five car garage.
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.
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. 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 unless written approval is obtained prior to installation.
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, 2030, 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 judgement 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 25th day of August, 1998.

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

STATE OF IOWA)
) ss.
POTTAWATTAMIE COUNTY)

On this 25th day of August, A.D. 1998 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



Douglas E. Tweedt
Notary Public

99-2-1956

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND IN PART OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER IN SECTION 4, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4 AND POINT OF BEGINNING; THENCE NORTH 89°54'28" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1310.30 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 89°30'55" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 130.48 FEET TO THE SOUTHEAST CORNER OF LOT 26 OF FOREST GLEN SUBDIVISION, PHASE I, COUNCIL BLUFFS, IOWA; THENCE NORTH 0°30'24" EAST, ALONG THE EAST LINE OF SAID FOREST GLEN SUBDIVISION, PHASE I, A DISTANCE OF 270.08 FEET TO THE NORTHEAST CORNER OF LOT 24 OF SAID FOREST GLEN SUBDIVISION, PHASE I, THENCE NORTH 89°53'59" WEST, ALONG THE NORTH LINE OF SAID LOT 24, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 23 OF SAID FOREST GLEN SUBDIVISION, PHASE I; THENCE NORTH 0°23'55" EAST, ALONG THE EAST LINE OF SAID FOREST GLEN SUBDIVISION, PHASE I, A DISTANCE OF 185.00 FEET TO THE NORTHEAST CORNER OF LOT 22 OF SAID FOREST GLEN SUBDIVISION, PHASE I, SAID CORNER ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF FOREST GLEN DRIVE; THENCE NORTH 89°33'00" WEST, ALONG THE NORTH LINE OF SAID LOT 22 AND ALONG THE SOUTH RIGHT OF WAY LINE OF SAID FOREST GLEN DRIVE, A DISTANCE OF 35.00 FEET; THENCE NORTH 0°29'22" EAST, ALONG THE EAST LINE OF SAID FOREST GLEN SUBDIVISION, PHASE I, A DISTANCE OF 190.00 FEET TO THE NORTHEAST CORNER OF LOT 21 OF SAID FOREST GLEN SUBDIVISION, PHASE I; THENCE SOUTH 89°33'00" EAST, ALONG THE SOUTH LINE OF SAID LOT 20, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 89°33'00" EAST, ALONG THE SOUTH LINE OF FOREST GLEN SUBDIVISION, PHASE II, COUNCIL BLUFFS, IOWA, A DISTANCE OF 262.77 FEET TO AN ANGLE POINT ON THE SOUTH LINE OF LOT 94 OF SAID FOREST GLEN SUBDIVISION, PHASE II; THENCE NORTH 45°29'22" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID FOREST GLEN SUBDIVISION, PHASE II, A DISTANCE OF 535.15 FEET; THENCE SOUTH 44°30'38" EAST A DISTANCE OF 144.15 FEET; THENCE NORTH 45°29'22" EAST A DISTANCE OF 22.50 FEET; THENCE SOUTH 44°30'38" EAST A DISTANCE OF 160.97 FEET; THENCE SOUTH 66°53'48" EAST A DISTANCE OF 147.18 FEET; THENCE SOUTH 0°13'14" WEST A DISTANCE OF 423.38 FEET; THENCE SOUTH 44°23'05" EAST A DISTANCE OF 55.44 FEET; THENCE SOUTH 89°41'46" EAST A DISTANCE OF 195.31 FEET; THENCE SOUTH 0°18'14" WEST A DISTANCE OF 4.84 FEET; THENCE SOUTH 89°41'46" EAST A DISTANCE OF 187.55 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 0°16'39" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 291.90 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 21.697 ACRES, MORE OR LESS. THE EAST 26.00 FEET OF SAID PARCEL IS SUBJECT TO AN ELECTRIC TRANSMISSION LINE EASEMENT TO MIDAMERICAN ENERGY COMPANY AS RECORDED IN BOOK 99 PAGE 16114 IN THE OFFICE OF THE POTTAWATTAMIE RECORDER.

NOTE: THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4 IS ASSUMED TO BEAR NORTH 89°54'28" WEST FOR THIS DESCRIPTION.

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

DEDIC

KNOW
CONST
AND PI
AND E
SUBDIV
PHASE
OUTLO
SHOWN
OAKS I
THE CI
SANITA
20.00 F
BETWE
SEWER
148 AND
THE EA
OF COL
MAINTA

IN WITH
Oc

M. L. TW

I HEREB
WITH TI
WITH TH

I HEREB
AND FAIL
LOCAL G

M.
M. L. TW
TWEEDT