

RESTRICTIVE COVENANTS

The undersigned, Tweedt Engineering & Construction, an Iowa Corporation owner of Forest Glen Subdivision, Phase IV a subdivision within the City of Council Bluffs, 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 4, 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 4, as a restricted residential area, the undersigned hereby subject Forest Glen Subdivision, 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 inure 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.

2. No trailer, basement, tent, shack, garage, 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.

3. No building shall be erected on any lot classified as R-1 Single Family Residential unless the design and locations in harmony with existing structures and location in the tract and does not violate any Protective Covenants. In any case no dwelling having a ground floor square foot area of less than 1200 square feet in the case of a one story structure, no 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 comply.

4. The title holder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.

5. No billboards, large satellite dishes (18" dia. Dishes are allowed as long as they are not installed on the front part of the home) 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 shall not restrict the business activities, advertising, signs and billboards, 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 front 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 structures 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

