

99-47213

Glen Oaks Townhomes
Phase I

COMP

RESTRICTIVE COVENANTS

The undersigned, Tweedt Engineering & Construction, Inc., an Iowa Corporation, owner of Glen Oaks Townhomes, Phase I and Phase II, a subdivision within the City of Council Bluffs, Pottawattamie County, Iowa, as shown by the attached plat thereof, hereby declares that all lots in such subdivision shall be restricted to residential purposes and shall be subject to all of the restrictions hereinafter set out.

In order to provide for the proper development of Glen Oaks Townhomes, Phase I and Phase II and each and every lot thereon, to protect the owners of such lots and to insure the future value, beauty and use of Glen Oaks Subdivision, Phase I and Phase II as a restricted residential area, the undersigned hereby subject Glen Oaks Townhomes, Phase I and Phase II 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 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 or, passing any interest in or to any lot whether specifically incorporate therein or

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not.

1. All lots shall be zoned R-2 with one single family attached townhome constructed on each individually owned Lot with the exception of Lot 20 which shall be constructed unattached.
2. No outbuilding, including but not limited to any trailer, tent, shack, garage or barn shall be erected on any lot herein.
3. No buildings, additions or improvements thereto shall be constructed on any lot unless the design and location is in harmony with existing structures and approved by Tweedt Engineering & Construction, Inc. or its successors or designates.
4. 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 five (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 billboards or the construction and maintenance of structures by the Developer, its agents and assigns, during the construction and sale period of this Addition.
5. A perpetual easement is reserved for utility installation, maintenance and drainage as specified on the final plat.
6. No animal of any kind other than family pets shall be kept on any part of a Lot.
7. The construction and landscaping of each Residence shall be completed within one year from the date the construction of the Residence 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.

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8. Material and equipment used during the construction and landscaping process will be stored and maintained on the Lot in an orderly manner.
9. No camper, mobile home, recreational vehicle, boat, jet ski, motorcycle, off road vehicle, all terrain vehicle, snowmobile or any trailers thereto 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.
10. No external television or radio antennae will be allowed.
11. 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 the 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.
12. The title holder of each lot, vacant or improved, shall become a member of the Glen Oaks Townhomes, Phase I and Phase II Homeowners' Association and shall be obligated to pay his or her share of the obligations of that Association as provided in its bylaws or otherwise. The Titleholder consents to a lien upon said property for obligations owed to the Association. All titleholders, their families, guests and any other persons using or occupying the lot shall be bound by and strictly comply with the provisions of the Association's bylaws.
13. These covenants are to run with the land and shall be binding on all parties. 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 who violate or attempt to violate such covenant or restriction and either to enjoin him or them from so doing and to recover damages for such violation.
14. 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.

99-47222

COMPARED

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IN WITNESS WHEREOF, we have hereunto set our hands this 10th day of March, 1999.

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

STATE OF IOWA)
) ss.
COUNTY OF POTTAWATTAMIE)

On this 10th day of March, 1999 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 on oath, did state that he is President 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 & 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 & Construction, Inc. by it voluntarily executed.

Douglas E. Tweedt
Notary Public

My commission expires: 6-1-2000



99-47223

81°54'28" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND ALONG THE SOUTH LINE OF FOREST GLEN SUBDIVISION, PHASE III, A DISTANCE OF 813.50 FEET TO NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 19°21'16" WEST A DISTANCE OF 812.36 FEET TO POINT OF BEGINNING; THENCE NORTH 70°45'20" WEST A DISTANCE OF 430.11 FEET; THENCE NORTH 8°29'38" WEST A DISTANCE OF 136.59 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 10.766 ACRES, MORE OR LESS. SAID PARCEL IS SUBJECT TO AN ELECTRIC TRANSMISSION LINE EASEMENT TO AMERICAN ENERGY COMPANY AS RECORDED IN BOOK 99, PAGE 16116 IN THE OFFICE OF THE POTTAWATTAMIE COUNTY RECORDER.

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4 IS ASSUMED TO BEAR SOUTH 89°47'53" EAST AS DESCRIBED.

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

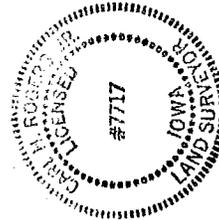
H. Edgers, Jr.
 H. EDGERS, JR. MARCH 4, 1999 DATE

PHONE NUMBER: 7717

EXPIRES: DECEMBER 31, 2000.

THIS SHEET IS COVERED BY THIS SEAL: SHEET 1 OF 2, SHEET 2 OF 2

COMPARED



APPROVED BY THE MAYOR, THOMAS P. HANAFAN

DATE

ATTESTER TO BY:

Olga Ramirez
 CITY CLERK, OLGA RAMIREZ

3/3/99 DATE

COMPARED

STATE OF IOWA)
) SS
 COUNTY OF POTTAWATTAMIE)

ON THIS 2nd DAY OF March, 1999, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED M. L. TWEED TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE THE EXECUTION OF THE INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED.

Mary Alice Larson
 NOTARY PUBLIC IN AND FOR SAID STATE



1688 ROLLING HILLS LOOP COUNCIL BLUFFS, IOWA		DRAWN BY S.H.L.
SCALE:	PHONE NUMBER:	REVISED
DATE: 3-3-99	(712) 366-9009	
CLIENT: TWEED ENGINEERING & CONSTRUCTION, INC. 212 CLOVERDALE DRIVE COUNCIL BLUFFS, IOWA 51503		DRAWING NUMBER 104498
TITLE: FINAL PLAT OF GLEN OAKS TOWNHOMES, PHASE I		

SHEET 1 OF 2 99-4722A

99-47225

COMPARED
COURT

FINAL PLAT OF
GLEN OAKS TOWNHOMES
PHASE I

OWNER AND DEVELOPER
TWEEDT ENGINEERING & CONSTRUCTION, INC.
M. L. TWEEDT, PRESIDENT
212 CLOVERDALE DRIVE
COUNCIL BLUFFS, IOWA 51503

DEDICATION:

KNOW EVERYONE OF THESE PRESENTS: THAT TWEEDT ENGINEERING & CONSTRUCTION, INC., PRESIDENT: M. L. TWEEDT, BEING THE SOLE OWNER AND PROPRIETOR OF THE LAND DESCRIBED IN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND TO BE KNOWN AS GLEN OAKS TOWNHOMES, PHASE I, LOTS 1A & 1B THROUGH LOTS 19A & 19B INCLUSIVE, AND ALSO, LOT 20, INCLUDING OUTLOT 1, AND I HEREBY RATIFY AND APPROVE OF OUR PROPERTY AS SHOWN ON THIS PLAT AND THAT GOLDEN OAKS DRIVE, AND GLEN OAKS DRIVE RIGHTS OF WAY ARE DEDICATED TO THE CITY OF COUNCIL BLUFFS, IOWA. OUTLOT 1 IS ALSO HEREBY SET ASIDE AS A GREEN AREA TO BE OWNED AND MAINTAINED INITIALLY BY TWEEDT ENGINEERING AND CONSTRUCTION, INC., AND THEN BY THE GLEN OAKS TOWNHOMES, PHASE I, HOMEOWNERS ASSOCIATION AS ORGANIZED ACCORDING TO THE COVENANTS OF GLEN OAKS TOWNHOMES, PHASE I.

THE 30.00 FOOT WIDE PERMANENT SANITARY SEWER EASEMENT ON THE LINE BETWEEN LOTS 13A AND 12B, THE 20.00 FOOT WIDE PERMANENT STORM SEWER EASEMENT ON THE LINE BETWEEN LOTS 10B AND 11A, ARE ALL HEREBY DEDICATED TO THE CITY OF COUNCIL BLUFFS, IOWA, FOR INGRESS AND EGRESS TO INSTALL AND MAINTAIN SANITARY SEWERS AND STORM SEWERS AND APPURTENANCES, THE DEDICATION OF THIS EASEMENT GRANT SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

ERECTOR OF STRUCTURES PROHIBITED: TWEEDT ENGINEERING AND CONSTRUCTION, INC. OR ITS SUCCESSORS OR ASSIGNS SHALL NOT ERECT ANY STRUCTURE OVER OR WITHIN THE EASEMENT AREAS WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.

CHANGE OF GRADE PROHIBITED: TWEEDT ENGINEERING AND CONSTRUCTION, INC. OR ITS SUCCESSORS OR ASSIGNS SHALL NOT CHANGE THE GRADE, ELEVATION, OR CONTOUR OF ANY PART OF THE EASEMENT AREAS WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.

RIGHT OF ACCESS: CITY SHALL HAVE THE RIGHT OF ACCESS TO THE EASEMENT AREAS AND HAVE ALL RIGHTS OF INGRESS AND EGRESS REASONABLY NECESSARY FOR THE USE AND ENJOYMENT OF THE EASEMENT AREAS DESCRIBED.

REMOVAL AND REPLACEMENT: THE COST OF REMOVAL AND REPLACEMENT OF ANY UNAUTHORIZED IMPROVEMENT OF STRUCTURES WITHIN THE EASEMENT AREAS, NECESSITATED BY THE EXERCISE OF THE RIGHTS UNDER THESE EASEMENTS, SHALL BE BORNE BY THE SAID CORPORATION OR ITS SUCCESSORS OR ASSIGNS.

SURFACE RESTORATION: CITY'S LIABILITY TO RESTORE THE SURFACE WITHIN THE EASEMENT AREAS SHALL BE LIMITED ONLY TO GRADING AND REPAIRING.

LEGAL DESCRIPTION:

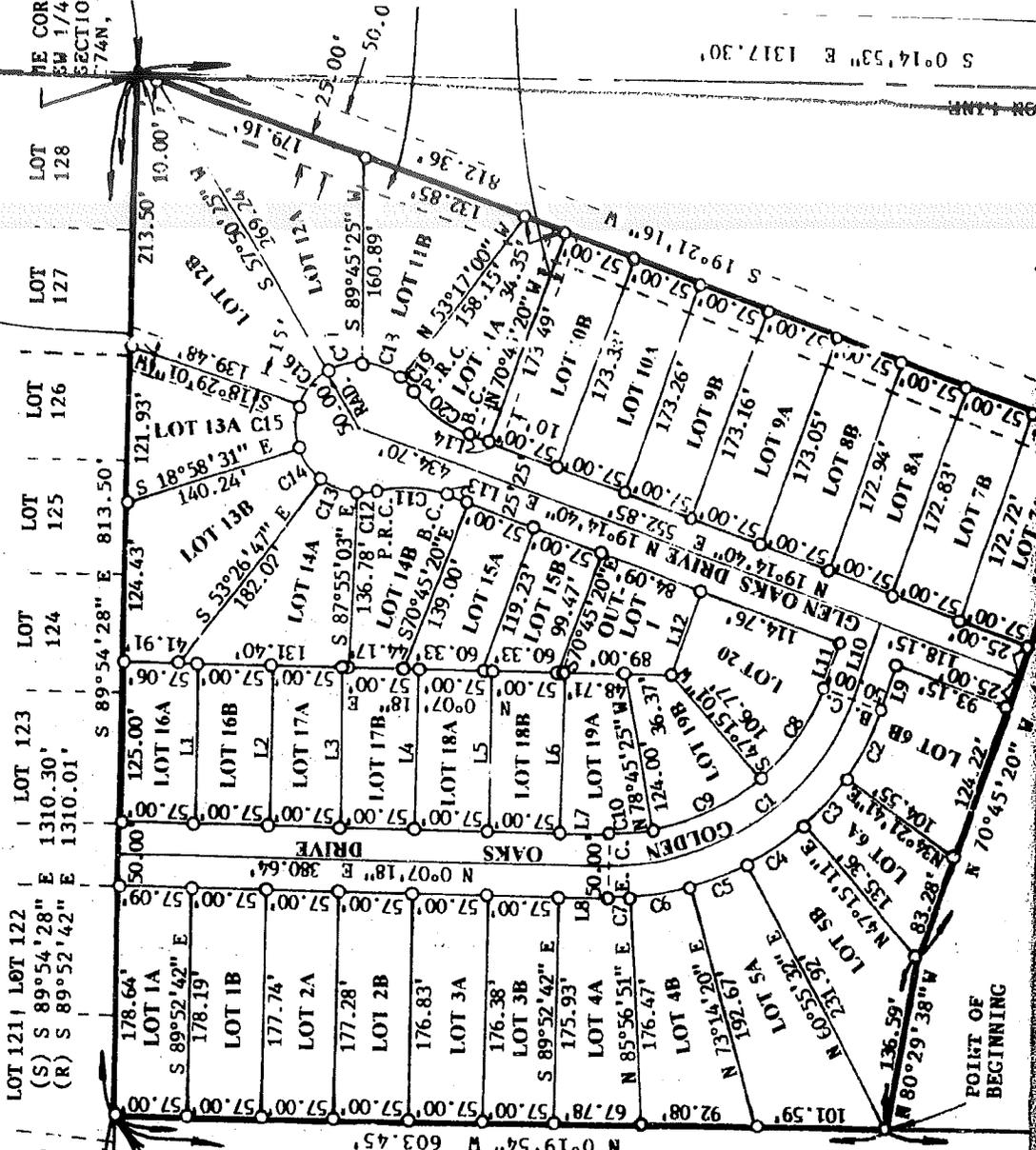
A PARCEL OF LAND LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, COUNCIL BLUFFS, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 89°47'53" EAST, ALONG SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND ALONG THE CENTERLINE OF GREENVIEW ROAD, A DISTANCE OF 49 FEET TO THE SOUTHEAST CORNER OF THE WEST 15 ACRES OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 0°19'54" WEST, ALONG THE EAST LINE OF SAID WEST 15 ACRES OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0°19' WEST, ALONG THE EAST LINE OF SAID WEST 15 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 603.45 FEET TO NORTHEAST CORNER OF SAID WEST 15 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER, PHASE III, COUNCIL BLUFFS, IOWA; THENCE SOUTH 89°54'28" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND ALONG THE SOUTH LINE OF THE FOREST GLEN SUBDIVISION, PHASE III, A DISTANCE OF 81.50 FEET TO THE FOREST GLEN SUBDIVISION, PHASE III, A DISTANCE OF 81.50 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 19°21'16" WEST A DISTANCE OF 8 FEET; THENCE NORTH 70°45'20" WEST A DISTANCE OF 430.11 FEET; THE

COMPARE

30.00' WIDE PERMANENT
SANITARY SEWER EASEMENT

FOREST GLEN SUBDIVISION, PHASE III



(FOUND 5/8" REBAR WITH ALUMINUM CAP -- NO STAMP)
LOT 120
S 89°54'28" E 496.80'
QUARTER-QUARTER SECTION LINE

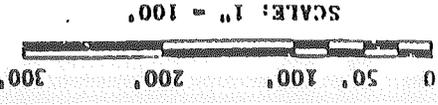
NW CORNER, SW 1/4 NE 1/4, SECTION 4, T74N, R43W

NE CORNER OF WEST 15 ACRES OF SW 1/4 NE 1/4, SECTION 4, T74N, R43W

WEST 15 ACRES OF SW 1/4 NE 1/4, SECTION 4, T74N, R43W

POINT OF BEGINNING

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**FINAL PLAT OF
GLEN OAKS TOWNHOMES
PHASE I**

99-47233

(FOUND T-BAR WITH CAP MARKED RLS 9517)

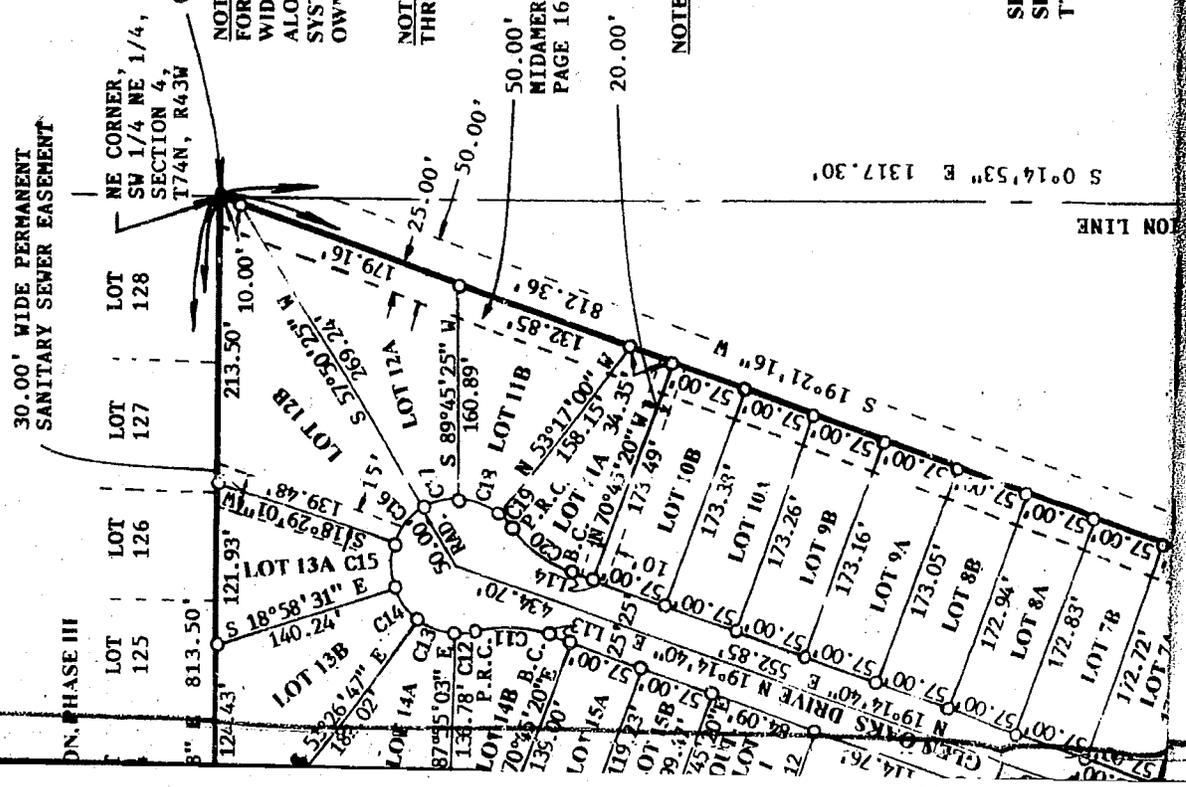
NOTE: A PERPETUAL EASEMENT IS RESERVED FOR DRAINAGE PURPOSES AND FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES, FIVE FEET IN WIDTH ALONG ALL FRONT AND SIDE LOT LINES AND TEN FEET IN WIDTH ALONG ALL REAR LOT LINES. SAID DRAINAGE AREAS AND DRAINAGE SYSTEMS ARE PRIVATE AND SHALL BE INSTALLED AND MAINTAINED BY OWNERS OF LOTS ADJOINING SAME.

NOTE: A 25.00 FOOT MINIMUM BUILDING SETBACK IS REQUIRED FOR LOTS 1A THROUGH 19B, INCLUSIVE, AND LOT 20.

50.00' WIDE ELECTRIC TRANSMISSION LINE EASEMENT TO MIDAMERICAN ENERGY COMPANY AS RECORDED IN BOOK 99, PAGE 16116 IN THE OFFICE OF THE POTTAWATTAMIE COUNTY RECORDER

20.00' WIDE PERMANENT STORM SEWER EASEMENT

NOTE: ALL LOT LINES ON CURVED STREETS ARE RADIAL.



CURVE TABLE

CURVE NUMBER	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	RADIUS
C1	N 35°18'59" W	231.94'	247.42'	200.00'
C2	N 63°11'50" W	59.19'	59.36'	225.00'
C3	N 49°11'34" W	50.52'	50.63'	225.00'
C4	N 35°54'39" W	53.56'	53.69'	225.00'
C5	N 22°55'04" W	48.26'	48.35'	225.00'
C6	N 10°24'25" W	49.80'	49.90'	225.00'
C7	N 1°58'49" W	16.39'	16.39'	225.00'
C8	N 56°45'09" W	84.69'	85.54'	175.00'
C9	N 26°59'47" W	95.02'	96.23'	175.00'
C10	N 5°34'01" W	34.66'	34.72'	175.00'
C11	N 1°51'25" E	53.78'	54.61'	90.00'
C12	N 6°43'19" W	15.31'	15.37'	50.00'

SE 1/4 NE 1/4,
SECTION 4,
T74N, R434W

S 0°14'53" E 1317.30'

TOWN LINE