

78-22107

Green Meadows South  
Phase 1

**COMPARED**

**RESTRICTIVE COVENANTS**

The undersigned, M. L. Tweedt and Ruthie E. Tweedt, husband and wife, proprietors and owners of Green Meadows South Subdivision, Phase 1, 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 classifications 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 Green Meadows South Subdivision, Phase 1, and of each and every lot therein, to protect the owners of such lots, and to insure the future value, beauty and use of Green Meadows South Subdivision, Phase 1, as a restricted residential area, the undersigned hereby subject Green Meadows South Subdivision, Phase 1, 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 or passing any interest in or to any lot whether specifically incorporated therein or not.

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1. All lots, except Lots 1, 1A, 2, 2A, 3 and 3A, 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 three car garage.

Lots 1, 1A, 2, 2A, 3 and 3A shall be known, described and used solely as R-3 Multi-Family 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.

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 locations 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 1100 square feet in the case of a one story structure, nor less than 850 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 obnoxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. A perpetual easement is reserved over the rear ten feet and side five feet of each lot for utility installation and maintenance, and a perpetual easement is also reserved over the northerly ten feet of Lot 7 and over the southerly five feet of Lot 6 for drainage purposes.
7. No animal or poultry 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

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completed in accordance with the plans and specifications. All buildings shall comply with the provisions of the Zoning Ordinance of the City of Council Bluffs.

9. No camper, mobile home, recreational vehicle or boat shall be maintained, stored or kept on any lot unless it is screened from view.
10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1st, 2000, at which time they shall be automatically extended for successive periods of ten years unless by the vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part.
11. If the undersigned, or their successors or assigns, or any of them, shall violate or attempt to violate any of the covenants or restrictions herein before January 1st, 2000, 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 to 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.
12. Invalidation of any one of these covenants by judgment or 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

24<sup>th</sup> day of March, 1978.

M. L. Tweedt  
M. L. Tweedt

Ruthie E. Tweedt  
Ruthie E. Tweedt

STATE OF IOWA )  
POTTAWATTAMIE COUNTY ) ss.

On this 24<sup>th</sup> day of March, 1978, before me, a Notary Public in and for said County and State, appeared M. L. Tweedt and Ruthie E. Tweedt to me known to be the persons named in and they executed the foregoing instrument, and they acknowledged the execution of the same as their voluntary act and deed.

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Emmet T. [Signature]  
Notary Public