

Certificate of County Recorder, Pottawattamie County, Iowa, dated 21 November, 1978, certifies that the title in fee to said land is in M. L. Tweedt and Ruthie E. Tweedt and said land is free from encumbrances as shown by the records of my office.

Certificate of County Treasurer, Pottawattamie County, Iowa, dated 21 November, 1978, certifies that said land is free from taxes.

Certificate of Clerk of the District Court, Pottawattamie County, Iowa, dated 21 November, 1978, certifies that said land is free from all judgments, attachments, mechanics' liens or other liens as appears by the records in my office.

Attorney's Opinion by Emmet Tinley, attorney-at-law, dated November 21, 1978, states that he has examined an abstract of title to (same real estate as described above) commencing January 23, 1924, at 2:00 P.M. containing reference to patents from the United States government, consisting of 57 Entries, being certified by Abstract Guaranty Company under the Iowa Marketable Title Act to the 21st day of November, 1978, at 1:30 o'clock P.M., and find title in M. L. Tweedt and Ruthie E. Tweedt, husband and wife, free and clear of all liens and encumbrances with general taxes for 1977 and prior years fully paid.

Green Meadows South

#### RESTRICTIVE COVENANTS

The undersigned, M. L. Tweedt and Ruthie E. Tweedt, husband and wife, proprietors and owners of Green Meadows South 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 within the zoning classification set forth in our accompanying Proprietors' Statement and shall be subject to all of the restrictions hereinafter set out.

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ABSTRACT GUARANTY COMPANY  
231 South Main ~ Council Bluffs, Iowa

In order to provide for the proper development of Green Meadows South 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 Green Meadows South Subdivision, Phase 2, as a restricted residential area, the undersigned hereby subject Green Meadows South 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 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.

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 and a three 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 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.

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 10 feet and side 5 feet of each lot for utility installation and maintenance and a perpetual easement is also reserved over the westerly 5 feet of Lot 22 and the easterly 10 feet of Lot 23 for the installation of a storm sewer.
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 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 so 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. Invalidity 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.

