

96-10378

Heartland Heights First Addition  
Phase 2

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HEARTLAND HEIGHTS FIRST ADDITION,  
LOTS 31 - 58  
IN COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA

THIS Declaration, made this 17 day of December, 1995,  
by the undersigned,

WITNESSETH:

WHEREAS, the undersigned is the owner of the real estate described in Clause I of this Declaration, and is desirous of subjecting the real property described in said Clause I to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, the undersigned hereby declares that the real property described in and referred to in Clause I hereof, is and shall be held, transferred, sold and conveyed, subject to the conditions, restrictions, covenants, reservations, easements, liens and charges herein set forth.

CLAUSE I

Property Subject to this Declaration

The real property which is, and shall be, held and shall be conveyed, transferred, and sold, subject to these conditions, restrictions, reservations, easements, liens and charges, with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in Council Bluffs, Pottawattamie County, State of Iowa, and is more particularly described in the Plat of Heartland Heights First Addition, Phase II, Lots 31 through 58, in Council Bluffs, Pottawattamie County, Iowa, attached hereto and incorporated herein by this reference.

No property other than that described above shall be subject to this Declaration, unless and until specifically made subject thereto.

CLAUSE II

General Purposes of Conditions

The real property described in Clause I hereof is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof, to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, as far as practical, the natural beauty of said property; to guard against the erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereon on building sites; to prevent haphazard and inharmonious improvement of building sites;

to secure and maintain proper setbacks from street and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement of said property, and thereby to enhance the values of investments made by the purchaser of building sites therein.

A. All lots described herein shall be known, described and used solely as residential lots, and no structures shall be erected on any lot other than one detached single-family dwelling, not to exceed thirty (30) feet in height and measured from the lowest point on top of the curb of each lot and a garage, which shall be for the use only of the occupants of the residence to which they are appurtenant, and which must be attached to the residence.

B. No outbuilding, garage, shed, tent, trailer, or temporary building of any kind shall be erected, constructed, permitted or maintained prior to commencement of the erection of a residence, and no outbuilding, garage, shed, tent, trailer, basement or temporary building shall be used for permanent or temporary residence purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any structure on the property, nor the use of adequate sanitary toilet facilities for workmen which shall be provided during such construction.

C. Motor boats, house boats, or similar water-borne vehicles may be maintained, stored, or kept on any parcel of property covered by these covenants, only if housed completely within the family garage.

D. No building, fence, landscaping or other structural improvement, including, but not limited to, playground equipment, storage sheds, antennae, pet confinements, or rock gardens, fountains, statues, trees, and shrubs, shall be commenced, erected or maintained upon the premises, nor shall any exterior painting, resurfacing, addition to or change or alteration therein, be made until plans and specifications showing the nature, kind and shape, heights, size, floor plan, materials, color of paint and location of the same shall have been submitted to and approved as to the harmony of external design, color, and location in relation to surrounding structures and topography by the Developer.

E. The Developer shall have the right to disapprove any such plans or specifications or grading or landscaping plans which are not suitable or desirable in the Developer's opinion for aesthetic or other reasons, and in passing upon such plans, specifications, grading or landscaping plans, the Developer shall have the right to take into consideration suitability of the proposed building or other structure and of the materials of which it is to be built, size, floor plans, the color scheme, the site upon which it is proposed to erect the same, the harmony thereof of the surroundings, the topography of the land and the effect of the building or other structure or landscaping as planned on the outlook from the adjacent or neighboring property, and if it is in accordance with all of the provisions of this Declaration.

F. No exterior television antennae, or radio antennae, or satellite dishes of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the premises, nor upon any structure situated upon said real property, unless approved by the Developer.

G. No obnoxious or offensive activity or trades 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.

H. No repair of automobiles will be permitted outside of garages on any lot at any time; nor will any vehicle offensive to

the neighborhood be visibly stored, parked or abandoned in the neighborhood.

I. No boat, camping trailer, recreational vehicles, snowmobile, auto drawn trailer of any kind, mobile home, truck, jeep, motorcycle, grading or excavating equipment, or other heavy machinery or equipment, vehicle undergoing repair, or aircraft shall be stored outside the garage or in any manner left exposed on any lot at any time.

J. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. No incinerator or trash burner shall be permitted on any lot. No fuel tanks shall be permitted to remain outside of any dwelling. Except on garbage pick up days, no garbage or trash cans shall be permitted outside of any dwelling unless fully screened from view and not visible from street or neighboring lots. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use. Any exterior air conditioning condenser unit shall be placed in the rear or side yard.

K. Exposed portions of the foundation of each building are to be covered with either siding or brick unless otherwise approved by the Developer.

L. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

M. The construction and landscaping of each Residence shall be completed within twelve (12) months from the date the construction of the Residence's foundation is commenced. Excess dirt resulting from excavation done on any Lot may be hauled from the Lot to other sites within the Development as may be specified by the Developer or used in landscaping the Lot within the construction time period. Dirt may be removed from the Development only with the consent of the Developer. All excavation or alteration of the existing topography and native growth will be done in a manner such that the natural drainage or designated drainage is not altered to such an extent that unreasonable or undesirable drainage or erosion results. Improvements not so completed, or upon which construction has ceased for ninety (90) consecutive days, or which have been partially or totally destroyed and not rebuilt within twelve (12) months shall be deemed nuisances. Developer may remove any such nuisance or repair or complete the same at the cost of the Lot Owner.

N. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain any lot, including pet confinements and dog runs.

O. No fencing shall be allowed without the consent of the Developer.

P. Sidewalks on the lots are not permitted except for personal, private use of the dweller.

Q. The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give or grant rights-of-way or easements and rights-of way shown on the recorded plat of the Property. All utility easements and rights-of-way shall inure to the benefit of all utility companies, for purposes of installing, maintaining or moving any utility lines

or services and shall inure to the benefit of all Lot Owners in the Property as a cross-easement for utility line or service maintenance.

R. Vegetable gardens are prohibited on any yards adjoining streets.

S. All building plans and plot plans shall be approved by the Developer, prior to the commencement of any construction.

T. The titleholder of each lot, vacant or improved, shall keep his or her lot or lots free of weeds and debris.

U. The covenants and restrictions of this Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by the Developer or its successors as it sees fit for a period of five (5) years from the date hereof. This Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots. Any amendment must be recorded.

V. Developer reserves the right to delegate its duties hereunder to a designee of its choice.

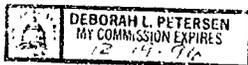
Executed on the above date set forth.

BCD CORPORATION,

By *[Signature]*  
DONALD F. COATS, Its President

STATE OF IOWA )  
 ) ss.  
COUNTY OF POTTAWATTAMIE )

On this 7<sup>th</sup> day of December, 1995, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DONALD F. COATS, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument, that the corporation has no seal; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and the said DONALD F. COATS, as President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



*[Signature]*  
NOTARY PUBLIC