

High Sierra Estates Subdivision

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PROTECTIVE COVENANTS, CONDLITIONS,
RESTRICTIONS AND EASEMENTS

The following covenants, restrictions and easemerts are hereby imposed on the following described real estate and are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-one years from date of recording, after which time said covenant shall be automatically extended for successive periods of ten years unless an agreement signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in party: Lots 1 through 9, inclusive, High Sierra Estates Subdivision, a subdivision in the Southeast Quarter of Section 33, Township 76, Range 43, West of the 5th Principal Meridian, in Pottawattamie County, Iowa, as surveyed, platted and recorded.

1. Each lot as shown on the plat of said subdivision known as High Sierra Estates Subdivision shall be and constitute a separate building site.

2. No structure shall be erected, altered placed or permitted to remain on any building site other than one detached, single-family dwelling, together with private garage and other buildings incidental to the residential use of said premises.

3. Not less than a full lot as shown on said plat shall be used as a building site and not more than one dwelling may be built on any one lot.

4. No residential lot shall be resubdivided.

5. No buildings shall be erected on any residential building lot nearer than 150 feet from the County Road property line which is the center of said County Road, nor nearer than 10 feet to any side lot line.

6. No trailer, basement, tent, shack, garage, barn or other out building erected in the tract shall at anytime be used as a residence temporarily or permanently, nor shall any residen of a temporary character be permitted nor shall a business of any kind be conducted in any residence.

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7. No buildings shall be erected on any lot unless the design and location is in harmony with the existing structures and location. This restriction is to apply to all present and future homeowners in this area. In any case, no dwelling shall be permitted on any lot described herein having a ground floor square foot living area of less than 1,175 square feet in the case of a one-story structure, nor less than 900 square feet in the case of a one and one-half or two story structure. Garages and breezeways shall not be considered dwelling with living area above. Drives into all lots shall be from the County Road.

8. Titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris and agrees to take all steps necessary to control erosion on his lot or lots.

9. No obnoxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood and no cottonwood or elm trees shall be planted on any lot or other area in said High Sierra Estates Subdivision.

10. Construction of any residences shall be completed within one year from the date said construction is begun and excess dirt from excavation shall be hauled away or used only as a part of a graded landscape plan.

11. A perpetual easement of five feet is reserved over the rear and sides of all lots for the installation and maintenance of utilities which easement shall include the right to trim or remove such trees as may be necessary to maintain reasonable clearness for utility lines.

12. Owner shall be responsible for any costs in connection with the carrying of natural gas to their residences and if electrical or telephone service is brought into the area underground, the owner of each lot agrees to continue such underground service into their properties at their own expense.

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13. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein during the initial term or any successive term, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

14. No signs except for sale or for rent signs shall be erected or displayed on any of said building sites or any building erected thereon, except for family crests, farm or ranch names, or brands.

15. No materials which are not being actively used in the construction of the building sites shall be stored upon any building site.

16. No prefabricated or precut buildings shall be erected on any building site, which buildings are intended for human habitation.

17. Titleholder of each lot, vacant or improved, shall keep his lot free of weeds, debris, junked motor vehicles and motor vehicle parts. A junked motor vehicle shall be deemed a nuisance whether or not it is a junked vehicle according to the definition of such vehicle set forth in the Municipal Ordinances of the City of Council Bluffs, Iowa. No repairs shall be made upon any motor vehicle upon any lot unless the repairs are made inside a garage. If there is no garage, any repairs undertaken shall be completed within 48 hours, but no motor vehicle parts shall be left on the premises except during the time of actual performance of work on the vehicle. At all other times, such motor vehicle parts shall be kept inside a garage, house or basement. No lot owner shall use any lot for the purpose of buying or selling or overhauling motor vehicles for resale.

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18. All cans or receptacles for the accumulation of trash, rubble or garbage shall be enclosed. No cows, goats, sheep or animals of any kind shall be permitted to be kept on any of said lots, with the exception of dogs, cats, or horses.

19. By the acceptance of any deed or conveyance to any lot in the said suburban subdivision, the grantee automatically agrees to uphold and comply with the foregoing restrictions and covenants.

20. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

The above and foregoing restrictive covenants and restrictions are for the mutual benefit of all persons who shall acquire any of the lots in High Sierra Estates Subdivision and are imposed by the undersigned owners of all the lots in High Sierra Estates Subdivision.

IN WITNESS WHEREOF, we have hereunto set our hands at Council Bluffs, Pottawattamie County, this 16 day of March, 1977.

OWNERS OF HIGH SIERRA ESTATES SUBDIVISION.

Mark Maguire
MARK MAGUIRE

Laverna E. Maguire
LAVERNA E. MAGUIRE

Terry Maguire
TERRY MAGUIRE

Susan Maguire
SUSAN MAGUIRE

STATE OF IOWA)
) ss.
COUNTY OF POTTAWATTAMIE)

On this 16 day of March, 1977, before me, the undersigned, a Notary Public in and for said state, personally appeared

COMPARED

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MARK T. MAGUIRE and LAVERNA E. MAGUIRE, husband and wife,
and TERRY J. MAGUIRE and SUSAN MAGUIRE, husband and wife, to
me known to be the persons named in and who executed the
foregoing instrument, and acknowledged that they executed
the same as their voluntary act and deed.



Richard A. Heininger
NOTARY PUBLIC IN AND FOR SAID STATE