

72-18596

Horizon Hills Addition

HORIZON HILLS ADDITION

TO COUNCIL BLUFFS, IOWA

PROTECTIVE COVENANTS

THIS DECLARATION, made this 8th day of December,  
1972, by the undersigned,

WITNESSETH:

WHEREAS, the undersigned are the owners of the real property described in Clause I of this Declaration, and are 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 hereinafter 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 the conditions, restrictions, covenants, 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 the City of Council Bluffs, Pottawattamie County, State of Iowa and is more particularly described in the plat of Horizon Hills Addition

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to Council Bluffs, Iowa, attached hereto and incorporated herein by reference.

No property other than that described above shall be deemed 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 subjected 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, so 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 thereof 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 in said property, and thereby to enhance the values of investments made by purchasers 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 two stories in height and a two and one-half (2½)

car garage.

B. No building shall be erected on any residential building lot on Lot 37 through 49 nearer than thirty-five (35) feet the front lot line and no building shall be erected on any residential building lot on Lots 1 through 36 nearer than twenty-five (25) feet from the front lot line. The side yard on each side shall be a minimum of ten percent (10%) of the lot width at the building setback line, or a minimum setback line of five (5) feet, whichever is the greater; provided, however, that on corner lots the setback for all buildings shall be a minimum of fifteen (15) feet on the side abutting a public street or avenue. The rear yard shall be a minimum of twenty (20) feet. An accessory building shall be located at least sixty (60) feet from the front property line, with a minimum side yard requirement of three (3) feet.

C. No residential building lot described herein shall have a width of less than eighty (80) feet at the minimum building setback line nor an area of less than 7,500 square feet for interior lots nor an area of less than 8,000 square feet for a corner lot.

D. No trailer, basement, tent, shack, garage, or barn or other outbuilding erected on the tract shall at any time be used as a residence temporary or permanently, nor shall any residence of a temporary character be permitted.

The keeping of a mobile home or motor home, either with or without wheels, on any parcel of property covered by these Covenants is prohibited. A motor boat, house boat or other similar water borne vehicle may be maintained, stored, or kept on any parcel of property covered by these Covenants only if housed completely within the family garage. No trailers of any kind shall

be stored on any lot other than inside the family garage. No vehicle of any kind shall be stored on any lot unless it would be inside the garage of said home.

E. No building shall be erected on any lot unless the design and location is in harmony with the existing structures and locations in the tract and does not violate any protective Covenants. In any case, no dwelling having a ground floor square foot area of less than 1100 square feet in the case of a one (1) story structure, nor less than 800 square feet in the case of one and one-half (1½) or two (2) story structure, shall be permitted on any lot described herein.

No building, fence, wall or other structure shall be commenced, erected or maintained upon any residential lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing as to harmony of design of external design and location in relation to surrounding structures and topography by the Board of Directors of First Southwest Iowa Service Corporation. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this clause will be deemed to have been fully complied with. The primary purpose of this Covenant is to protect the value of homes in the development. This Covenant is not to be viewed as a means for suppressing expressions of individuality.

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

G. 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.

H. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

I. A perpetual easement is reserved over, across and through the side five (5) feet of all lots and over, across and through the rear ten (10) feet on all lots for utility installation and maintenance and drainage facilities. A perpetual easement is reserved over, across and through the following lots for drainage:

Lot 6 a strip of land 20 feet in width and 160 feet in length.

Lot 7 a strip of land 40 feet in width and 50 feet in length.

Lot 13 a strip of land 40 feet in width and 80 feet in length.

Lot 16 a strip of land 15 feet in width and 106.76 feet in length.

Lot 17 a strip of land 15 feet in width and 106.76 feet in length.

J. No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

K. These Covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, for a term of twenty-five (25) years from the date these Covenants are recorded and said Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the then owners of a majority of the building sites covered by these Covenants is agreed to change such Covenants in whole or in part.



