

FOR

McPHERSON HILLS SUBDIVISION,

DIVISION IV

IN THE CITY OF COUNCIL BLUFFS, IOWA

THIS DECLARATION, made this 18 day of January,
1990, by the undersigned,

W I T N E S S E T H:

WHEREAS, the undersigned are the owners of the real estate 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 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 the City of Council

bluffs, Pottawattamie County, State of Iowa, and is more particularly described in the plat of McPherson Hills Subdivision, Division IV, to Council Bluffs, Iowa, attached hereto and incorporated herein by 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 improvements 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 thereof on building sites; to prevent haphazard and inharmonious improvements 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 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 two stories in height and a two and one-half (2½) car garage.

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

C. No residential lot described herein shall have a width of less than sixty-five (65) feet at the minimum building setback line nor an area of less than 6,500.00 square feet.

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, temporarily 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, houseboat, or similar waterborne 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 those 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 design and location is in harmony with the existing structures and locations in the tract and does not violate any of these covenants. In any case, no dwelling having a ground floor square foot area of less

than 1,092 square feet in the case of one (1) story structures, nor less than 700 feet in the case of a one and one-half story (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 the surrounding structures and topography by the Board of Directors of McPherson Hills, Inc. In the event the 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 the 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. It is further provided herein that during the construction of any dwelling on any lot, the contractor shall not store any building materials on said lot, unless the same are placed in an enclosed building.

G. No obnoxious nor offensive 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 animals, livestock nor 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 and front five (5) feet of all lots and over, across and through the rear ten (10) feet of all lots for utility installation and maintenance and drainage facilities.

A perpetual 20 foot sanitary sewer and drainage easement is reserved over, across and through the westerly side of Lot 40 and the easterly side of Lot 41, more particularly described as follows:

A tract of land located in part of Lot 40, McPherson Hills Subdivision, Division IV, said subdivision being located in part of Lots 3 and 4, Auditor's Subdivision of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29, Township 75 North, Range 43 West of the 5th Principal Meridian, Pottawattamie County, Iowa, more fully described as follows: Commencing at the Northwest corner of said Lot 40 and Point of Beginning; thence S83°54'03"E along the North line of said Lot 40 a distance of 10.00 feet; thence S06°05'57"W and parallel with the West line of said Lot 40 a distance of 100.00 feet, thence N83°54'03"W a distance of 10.00 feet to a point on the West line of said Lot 40; thence N06°25'12"E along said West line a distance of 100.00 feet to the point of beginning. Said tract contains 0.023 acres, more or less. NOTE: The North line of said Lot 40 is assumed to bear S83°54'03"E for this description.

A tract of land located in part of Lot 41, McPherson Hills Subdivision, Division IV, said subdivision being located in part of Lots 3 and 4, Auditor's Subdivision of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29, Township 75 North, Range 43 West of the 5th Principal Meridian, Pottawattamie County, Iowa, more fully described as follows: Commencing at the Northeast corner of said Lot 41 and Point of Beginning; thence S06°05'57"W along the East line of said Lot 41 a distance of 120.00 feet to the Southeast corner of said Lot 41; thence N83°54'03"W along the South line of said Lot 41 a distance of 10.00 feet; thence N06°05'57"E and parallel with the East line of said Lot 41 a distance of 120.00 feet to a point on the North line of said Lot 41; thence S83°54'03"E along said North line a distance of 10.00 feet to the point of beginning. Said tract contains 0.028 acres, more or less. NOTE: The East line of said Lot 41 is assumed to bear S06°05'57"W for this description.

A perpetual 20 foot drainage easement is reserved over, across and through the northwest side of Lot 46 and the southeast side of Lot 47, more particularly described as follows:

A tract of land located in part of Lot 46, McPherson Hills Subdivision, Division IV, said subdivision being located in part of Lots 3 and 4, Auditor's Subdivision of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29, Township 75 North, Range 43 West of the 5th Principal Meridian, Pottawattamie County, Iowa, more fully described as follows: Commencing at the most Northerly corner of said Lot 46 and Point of Begin-

ning; thence $S64^{\circ}19'29''W$ along the property line common to Lot 47 and 46 a distance of 125.46 feet; thence $S01^{\circ}25'49''E$ a distance of 10.97 feet; thence $N64^{\circ}19'29''E$ and parallel with said Northwesterly line a distance of 130.98 feet to a point on curve concave Westerly having a radius of 50.00 feet and a central angle of $249^{\circ}32'30''$ thence Northwesterly along a portion of said curve an arc length of 10.07 feet with a chord bearing and distance of $N31^{\circ}26'46''W$, 10.05 feet to the point of beginning. Said tract contains 0.029 acres, more or less. NOTE: The Northwesterly line of said Lot 46 is assumed to bear $S64^{\circ}19'29''W$ for this description.

A tract of land located in part of Lot 47, McPherson Hills Subdivision, Division IV, said subdivision being located in part of Lots 3 and 4, Auditor's Subdivision of the $SW\frac{1}{4}$ $SE\frac{1}{4}$ of Section 29, Township 75 North, Range 43 West of the 5th Principal Meridian, Pottawattamie County, Iowa, more fully described as follows: Commencing at the Southeasterly corner of said Lot 47 and Point of Beginning; thence $S64^{\circ}19'29''W$ along the property line common to Lots 46 and 47 a distance of 125.46 feet; thence $N01^{\circ}25'49''W$ a distance of 10.97 feet; thence $N64^{\circ}19'29''E$ and parallel with said property line a distance of 121.97 feet to a point on a curve concave Westerly having a radius of 50.00 feet and a central angle of $249^{\circ}32'30''$; thence Southeasterly along a portion of said curve an arc length of 10.07 feet with a chord bearing and distance of $S19^{\circ}54'21''E$, 10.05 feet to the Point of Beginning. Said tract contains 0.028 acres, more or less. NOTE: The Southerly line of said Lot 47 is assumed to bear $S64^{\circ}19'29''W$ for this description.

A perpetual 20 foot drainage easement is reserved over, across and through the following described property in Lot 48, to-wit:

A tract of land located in part of Lot 48, McPherson Hills Subdivision, Division IV, said subdivision being located in part of Lots 3 and 4, Auditor's Subdivision of the $SW\frac{1}{4}$ $SE\frac{1}{4}$ of Section 29, Township 75 North, Range 43 West of the 5th Principal Meridian, Pottawattamie County, Iowa, more fully described as follows: Commencing at the Northwest corner of said Lot 48 and Point of Beginning; thence $N89^{\circ}22'25''E$ along the North line of said Lot 48 a distance of 20.00 feet; thence $S01^{\circ}25'49''E$ and parallel with the West line of said Lot 48 a distance of 76.83 feet to a point on the Southwesterly line of said Lot 48; thence $N64^{\circ}44'24''W$ along said Southwesterly line a distance of 22.39 feet to the Southwest corner of said Lot 48; thence $N01^{\circ}25'49''W$ along the West line of said Lot 48 a distance of 67.07 feet to the Point of Beginning. Said tract contains 0.033 acres more or less. NOTE: The North line of said Lot 48 is assumed to bear $N89^{\circ}22'25''E$ for this description.

J. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes shall not be kept except for in sanitary containers. All incinerators or other equip-

ment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

K. All building plans and lot plans shall be approved in writing by H. Gene McKee and Associates prior to the commencement of any construction.

L. These covenants are to 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 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 it is agreed to change such Covenants in whole or in part.

Executed on the above date set forth.

MCPHERSON HILLS, INC.

BY: Jerry F. Duggan
JERRY F. DUGGAN, President

