

94-33014

Parkwild

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

PARKWILD SUBDIVISION
IN THE CITY OF COUNCIL BLUFFS, IOWA

This declaration made this 25th day of March, 1997, by the undersigned, WITNESSETH:

Whereas, the undersigned are the owners of the real estate described in Clause 1 of this declaration, and are desirous of subjecting the real property described in said Clause 1 to 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 therefrom and shall inure to the benefit 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 declare that the real property described in and referred to in said Clause 1 hereof, is and shall be held, transferred, sold conveyed, subject to the conditions, restrictions, covenants, reservations, easements, liens and charges herein set forth.

CLAUSE 1
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held and shall be conveyed, transferred, sold, subject to these conditions, restrictions, reservations, easements, liens and charges, with respect to the various portions thereof set forth and 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 Parkwild Subdivision in the City of 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.

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CLAUSE 2
GENERAL PURPOSES OF CONDITIONS

The real property described in Clause 1 hereof is subject to the covenants, restrictions, conditions, reservations, easements, 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 the 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 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 purchasers of the building sites therein.

1. 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 with minimum of a two car garage not to exceed two stories in height and a three-car garage.

2. The ground floor finished and enclosed living area of main residential structures, exclusive of porches, breezeways, basements and garages, shall not be less than the following minimum sizes:

Lots 1, 2, & 3:

- (a) 1,200 square feet for a one-story dwelling.
- (b) 1,500 total above-basement finished square footage, for a 1 1/2 story dwelling.
- (c) 1,800 total above-basement finished square footage, for a 2-story dwelling.
- (d) 1,200 square feet for a split-level dwelling. (On split-level or split-entry dwellings, the ground floor shall be deemed to include all finished living areas except such area as are constructed on top of other finished living areas.)
- (e) 1,400 total above-basement finished square footage, for a tri-level dwelling.

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Lots 4 thru 18:

- (a) 1,500 square feet for a one-story dwelling.
- (b) 1,800 total above-basement finished square footage, for a 1 1/2 story dwelling.
- (c) 2,000 total above-basement finished square footage, for a 2-story dwelling.
- (d) 1,500 square feet for a split-level dwelling. (On split-level or split-entry dwellings, the ground floor shall be deemed to include all finished living areas except such area as are constructed on top of other finished living areas.)
- (e) 1,700 total above-basement finished square footage, for a tri-level dwelling.

3. No buildings 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 of 10% of the lot width at the building setback line, or a minimum setback line of five feet, whichever is greater. The rear yard shall be a minimum of twenty (20) feet. Structures shall not cover more than 35% of total lot area. Any accessory buildings, such as garden or storage sheds, may be erected on the lots, however, it should be of wood-frame construction and no metal storage sheds will be allowed. Structures shall not exceed thirty-five (35) feet or 1 1/2 stories.

4. No trailer, basement, tent, shack, garage, 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.

5. No boat, camping trailer, snowmobile, auto-drawn trailer of any kind, mobile home, trucks of more than one ton capacity, 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.

6. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; not shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during the actual building operations, and then only in as neat and inconspicuous manner as possible.

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7. No building, fence, wall or other structure shall be commenced, erected or maintained upon any residential lot, nor shall any exterior additions to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material 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 Mary A. Favara, Trustee, J.F. Schlott Residual Trust, 917 So. 130 Street, Omaha, NE. 68154. Metal storage buildings will not be allowed. In the event said parties fail to approve or disapprove such design and location within ten days after said plans and specification have been submitted to them, 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 construed as a means for suppressing expressions of individuality.

8. No fence shall be erected on any lot which would extend past the rear of any house erected thereon.

9. All front foundations facing streets are to be covered with brick. Upon completion of any dwelling, the front and side yards shall be sodded with grass.

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

11. 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.

12. No animals, livestock fowl or poultry or any kind shall be raised, bred or kept on any lots, except that dogs, cats or other household pets maintained within the dwelling may be kept, provided they are not kept, bred or maintained for any commercial purpose. It is intended specifically to prohibit horses, ponies, dogs, cats or other animals from being sheltered outside the main dwelling.

13. No outside trash or garbage pile, burner, receptacle or incinerator shall be erected, placed or permitted on any Lot. No garden lawn or maintenance equipment or any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. Lots shall be maintained free of trash and debris. No clothes line shall be permitted outside of any dwelling at any time except one umbrella type clothes line per residence. No firewood storage shall be maintained on any lot in excess of two (2) cords and only in the rear yard on a flat.

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each build upon Lot along Parkwild Drive. the sidewalk shall be placed four (4) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time or completion of the main structure and before occupancy thereof.

15. All buildings and improvements shall be constructed in compliance with the pertinent zoning and building codes of the City of Council Bluffs, Iowa.

16. Each property owner shall exercise as much care as is possible to retain natural vegetation, trees, shrubs and other similar growth. Prior to the removal of any such growth, the plans referred to in paragraph 5 above shall be submitted to Charter Investment Services, Inc. for approval.

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

18. A minimum of two trees at least six feet in height will be planted in the area between the front of the dwelling and the street.

19. No dwelling shall be moved to any lot within Parkwild development from outside the development.

20. The maximum time allowed to complete construction and landscaping will be 9 months from the commencement of construction. Excess dirt from excavation shall be hauled from the lot within the construction period. All excavation, backfilling and landscaping shall be done in a manner such that the natural drainage is not altered to such an extent that unreasonable or undesirable drainage or erosion results.

21. Materials and equipment used during the construction and landscaping process shall be stored and maintained on the lot in a orderly manner.

22. No business activities shall be conducted on any lot if the conduct of said business activity will result in an unreasonable increase in the traffic flow, increase in the number of vehicles parked in the streets, or the presence of unsightly commercial vehicles.

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23. A perpetual easement for utility installation, maintenance and drainage facilities is reserved over, across and through the side five feet of all lots, and over, across and through the rear ten feet of all lots, or as specified on the final plat.

24. Fruit or vegetable gardens shall not be permitted which would extend forward past the rear of any house erected on any lot.

25. No satellite dish for television communication purposes shall be placed on any lot.

Executed on the date above set forth.

J.F. SCHLOTT RESIDUAL TRUST

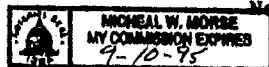
BY Mary A. Favara, Trustee
Mary A. Favara, Trustee

STATE OF IOWA)

COUNTY OF POTTAWATTAMIE) SS.

On this 25 day of MARCH, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Mary A. Favara, to me personally known, who being by me duly sworn, did say that he is the President of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Mary A. Favara as an officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Michael W. Morse
Notary Public



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