

98-6181 Progress First

Prepared By
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Individual's Name Address City/State/Zip Code Phone

**PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
PROGRESS FIRST SUBDIVISION**

The following covenants, conditions, restrictions and easements are hereby imposed upon 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 21 years from the date of recording, after which time said covenants shall be automatically extended for successive periods of 21 years by at least one Lot Owner properly filing a claim once every 21 years. These covenants may be amended by a majority of the then owners of the Lots, agreeing to change said covenants in whole or in part, subject to the Developer's rights to amend:

Lots 1 through 14 Progress First Subdivision, a subdivision in the City of Council Bluffs, Pottawattamie County, Iowa, as surveyed, platted and recorded.

By acceptance of the conveyance of said Lot or Lots, the grantee, in consideration of the premises, binds himself or herself, and his or her heirs, executors and administrators, successors, assigns, and grantees, to strictly observe and perform all of the restrictions and covenants herein contained.

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

1. All Lots described herein shall be known, described and used solely as residential Lots; any structure erected on any residential building Lot shall be a single family dwelling not to exceed two stories in height; at a minimum, each dwelling shall have a two car attached garage.

2. No open fence shall be built to a height greater than six feet on that section which shall comprise the rear lot area of the property. No fences or hedges shall be placed or maintained forward of the front building line.

3. No receptacle for mail shall be erected unless the mailbox shall be constructed of new materials and be placed upon such parts of the Lot as approved by the postal authorities.

4. No structure shall be erected, altered, placed or permitted to remain on any residential building Lot, as herein defined, other than one detached single-family dwelling not to exceed two stories in height, a private garage, attached breezeways and other out buildings incidental to residential uses. Such structures shall contain a ground floor area, exclusive of porches, breezeways, car ports, and garages, of a minimum of 1,200 square feet in the case of one story structures, and not less than 850 square feet in the case of a two story structure. In the case of a tri-level, the structure shall contain no less than a total of 1,700 square feet of finished area on the main living levels. In the case of a split-foyer, raised ranch, or multi-level, the structure shall contain no less than a total of 1,200 square feet of finished area on the main living levels. For the purpose of these restrictions, two story height shall be defined as a structure with two floors above the basement level.

5. No noxious or offensive trade or activity 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. No outside radio, television or other electronic antenna or aerial larger than 18 inches in diameter, shall be erected on any Lot without the written consent of the Developer.

6. Boats, camping trailers, automobiles, auto-drawn trailers, trucks, motorized mobile homes or recreational vehicles may be kept on the premises provided they are parked behind the front building line and screened from view.

7. 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.

8. No incinerator or trash burner shall be permitted on any Lot. No fuel tank shall be permitted to remain outside of any dwelling unless fully screened from view (not visible from the 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 and screened from view from the street.

9. No trailer, basement, tent, shack, garage, barn or other out building erected on

said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

10. The exposed front foundation wall (and also the wall facing the side street on corner lots) of all main residential structures must be constructed of or faced with brick or stone or stucco. All exposed side and rear concrete block or masonry foundation walls must be painted. All driveways must be constructed of concrete, brick or laid stone.

11. All construction plans and plot plans showing the locations and designs of all structures must be submitted to the Developer, who shall consider such plans and materials, exterior design and colors, and location of the improvements on the building Lot. If acceptable to Developer, the Developer shall approve such plans; provided that the Developer specifically reserves the right to deny permission to construct any type of structure, use any exterior color, or make any improvement which it determines will not conform to the master plan for the development of the subdivision.

12. The front and side yards and 30 feet to the rear of the foundation of the residential structure shall be fully sodded at the time of completion of the improvements.

13. No advertising signs, home office or occupation signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six square feet advertising a Lot as "For Sale". The Developer is not limited by this provision and may maintain such signs as Developer desires on the property.

14. Produce or vegetable gardens may only be maintained in the rear yard.

15. No garbage or trash cans or containers shall be permitted unless screened from view, except for pickup purposes and within 12 hours of the scheduled pickup time.

16. Construction of any improvement shall be completed within one year from the date of commencement of excavation or construction of the improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot, nor in such a manner to interfere with drainage on any Lot.

17. All utility service lines from each Lot line to a dwelling or other improvement shall be underground.

18. A five foot easement and right-of-way is hereby expressly reserved over the side

lot lines of all Lots. A ten foot easement and right-of-way is hereby expressly reserved over the front and rear lot lines of all Lots.

19. These covenants may be enforced by any property owner in the subdivision.

20. The term "Developer" shall mean Progress Development, Inc., its successors and assigns. Developer may name three property owners to serve as Developer under the terms and conditions hereof. Vacancies in the number of property owners serving as Developer shall be filled by majority vote of the remaining members serving as Developer. Each member serving as Developer shall serve until his or her successor is so elected.

21. Developer expressly reserves for itself, until 90% of the Lots are sold, the right to amend these covenants, easements and restrictions, in any way Developer may desire.

DATED THIS 31 DAY OF July, 1997.

PROGRESS DEVELOPMENT, INC.

BY Mark McKeever,
MARK MCKEEVER, President

BY Brian D. Petersen,
BRIAN D. PETERSEN, Secretary