

2007-10232

Sunset Park North Phase III

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS,
FOR
SUNSET PARK NORTH SUBDIVISION – PHASE III
IN THE CITY OF COUNCIL BLUFFS, IOWA**

THIS DECLARATION, made this 2nd day of April, 2007 by the undersigned,

WITNESSETH:

WHEREAS, the undersigned is the owner of the real estate described in Clause I of this Declaration, and is desirous of subjecting the real property described in said Clause I to the conditions, restrictions, limitations, 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, limitations, 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, limitations, 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 final plat of Sunset Park North Subdivision – Phase III in 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 conditions, restrictions, limitations, covenants, reservations, easements, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof.

Plans and specifications must be submitted to the City Sunset Park North Subdivision – Phase III Developer for approval to protect owners and guard against improper use of surrounding building sites which will depreciate the value of their property; to preserve, as far as practical, the natural beauty of said property; to guard against erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to prevent haphazard and inharmonious improvements of building sites; to prevent inappropriate location of structures on building sites; to obtain harmonious color schemes; to encourage and secure the erection of attractive homes thereon; to secure and maintain proper setbacks from street and adequate free spaces between structures; and in general to provide adequately for quality improvement of said property and thereby 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 not to exceed two stories in height and an attached garage for not less than two automobiles and not more than three automobiles. Combination of lots is not allowed. Detached garages are not allowed.
2. No trailer, basement, tent, shack, garage, barn or outbuilding shall be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
3. Recreational vehicles, mobile homes, campers, motor homes, trailers, motorcycles, motor boats, house boats or similar water boats may be maintained, stored or kept on any parcel of property covered by these covenants provided that they are placed (a) to the rear of the parcel and are screened from view by an attractive fence, (plans for which shall be submitted to the Developer) as referred to in Paragraph "5" or (b) housed within the garage of said home. Unused vehicles shall be housed within the garage and no lot shall be used for the purpose of selling, leasing or repairing vehicles for commercial purposes.

4. No building shall be erected on any lot unless the design and location is in harmony with the existing structures and location in the tract, and does not violate any of the protective covenants herein. All buildings shall have not less than 950 total square feet of living area on the main floor. Square footage requirements are exclusive of porches and/or attached garages. Maximum lot coverage cannot exceed 1500 square feet. Minimum Building Standards as determined by the Developer are included with these covenants and must be followed.
5. No changes, alterations, additions, buildings, fences or walls shall be commenced without submission and approval of plans and specifications to the Developer, showing the nature, kind, shape, height, materials and location of same. In the event such plans are neither approved or disapproved within 30 days after submission, such approval shall not be required so long as such design and location are harmonious with existing structures and do not violate any restrictive covenants. 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 of suppressing expressions of individuality.
6. No fence shall be erected on any lot which would extend forward past the rear of any house erected thereon.
7. All front foundations facing streets are to be covered with brick or stone.
8. The front, side and back yards shall be seeded or sodded with grass.
9. The title-holder or contract holder to each lot, vacant or improved, shall keep their lot or lots free of weeds and debris.
10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes.
11. No offensive or obnoxious 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 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 purposes.
13. No satellite dish or tower, for television or other communication purposes, shall be placed on any lot, except one satellite dish, not to exceed 2 feet in diameter, may be placed on each lot.
14. Each property owner shall exercise as much care as is possible to retain natural vegetation, trees, shrubs and other similar growth. Prior to removal of such growth, the plans referred to in paragraph "5" shall be submitted to the Developer for approval.

15. A minimum of one tree at least two inches in diameter will be planted by the builder in the area between the front of the dwelling and the street.
16. Plans and specifications for garden sheds, or other similar type structures, shall be submitted for approval to the Developer. Buildings for garden tools, etc. shall be required to have a design similar to the house design with regard to siding materials, roofing materials and roof design. Metal storage buildings will not be allowed.
17. No dwelling shall be moved to any location within Sunset Park North Subdivision – Phase III from outside the development.
18. The maximum time allowed to complete construction and landscaping will be one year from 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.
19. Materials and equipment used during the construction and landscaping process shall be stored and maintained on the lot in an orderly manner.
20. 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.
21. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate for-sale or for-rent signs shall be permitted temporarily in the yards of dwellings which are being offered for sale or rent.
22. Notwithstanding the foregoing provisions, paragraphs "20" and "21" shall not restrict the business activities, advertising, signs and billboard, or the construction and maintenance of structures by the Developer, its agents and assignees, during the construction and sale period of this development.
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 otherwise specified on the final plat.
24. All buildings and improvements shall be constructed in compliance with the pertinent zoning and building codes of the City of Council Bluffs, Iowa.

25. No principal structure shall be erected on any residential lot nearer than 25 feet from the front property line, 20 feet from the rear property line, 15 feet from the street side yard property line, 10% of the lot width at the building setback location or five feet whichever is greater from an interior side property line. No accessory structure shall be erected or placed on any residential lot, including garden sheds, nearer than 10 feet from the rear property line, 5 feet from the side property line, 15 feet from a street side yard property line. No accessory structure shall be placed between the front façade of the principal structure and the front property line. A principal structure is a structure for which an authorized use is to occupy or be maintained, in this case the single family residential structure. An accessory structure is a structure which is incidental to and customarily associated with the principal use on the same lot. An accessory structure shall be subordinate in area, extent and purpose to the principal building. Principal or main use means the purpose for which land, a building or structure thereon is, under the provision of Title 15 of the Municipal Code is authorized to be occupied or maintained.
26. Public sidewalks shall be constructed of concrete four feet wide by four inches thick in front of each built-upon lot and along the street side of each built-upon corner lot.
27. Fruit or vegetable gardens shall not be permitted which would extend forward past the rear of any house erected on any lot.
28. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2027. It shall be lawful for any person or persons owning any lot in Sunset Park North Subdivision – Phase III to proceed at law or in equity against the person or persons violating or attempting to violate such covenant or restriction and either to enjoin him/her or them from so doing and to recover damages from such violation.
29. Invalidity of any of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

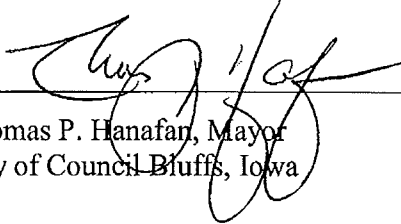
Minimum Building Standards

The following construction standards are required of all structures:

1. The contractor shall construct a single-family dwelling consistent with the terms of an approved application, including all attachments.
2. The contractor shall build the unit using materials and standards consistent with those stated in the application attachments as agreed to by City.
3. All structures must meet Housing Quality Standards as defined by the U.S. Department of Housing and Urban Development.
4. All structures must be permitted by the City of Council Bluffs Building Division and appropriately constructed.
5. All structures must meet the Model Energy Code.
6. All single story and split entry structures shall be constructed on a poured concrete or concrete block basement. All 1 ½ and 2 story structures must be constructed on a continuous frost-free perimeter foundation or slab on grade.
7. Structures shall be a minimum square footage of 950 but maximum lot coverage cannot exceed 1500 square feet.
8. All concrete exposed surfaces on the front elevation and columns on either side of the garage must be bricked.
9. Multiple structures in the same location, including assisted and non-assisted properties shall utilize different elevations and buildings plans (flipping building plans will not be accepted as a new plan) according to the following:
 - Projects with 4 structures must use at least 2 different building plans.
 - Projects with 5 structures must use at least 3 different building plans.
 - Projects with 6 structures must use at least 4 different building plans.
 - Projects with 7 structures must use at least 5 different building plans.
 - Projects with 8+ structures must use at least 6 different building plans.
10. Front entry stoop must be constructed of concrete materials and all exposed side surfaces must be bricked. The maximum side exposure of the front stoop is 18 inches.
11. A minimum total of 20% (including brick on exposed concrete surfaces, columns on either side of the garage and the stoop) of the first floor's front elevation must be bricked.
12. All exposed foundations on the side and back of the structure will be appropriately primed and painted.

13. All elevations must have horizontal siding. Cement, masonite and vinyl are acceptable siding materials.
14. Front entry door must have a full view, self-storing storm door.
15. All rear and side entrances shall exit to a solid surface (i.e. concrete pad or deck). Solid surfaces must have a minimum length of three feet and a minimum width approximately 1' wider than the width of the framed opening of the door.
16. Dowel and pin deck posts to piers whenever applicable.
17. Shutters must be installed on all windows on the front elevation, with the exception of windows on brick/concrete surfaces.
18. House numbers must be installed in brick inlay.
19. Yard must be broadcast seeded with stacked straw cover, drill seeded or sod. Lot must be graded to a smooth surface with all debris and rocks removed.
20. All structures including garage shall be constructed on fill areas as illustrated in the grading plan.
21. All lots must be appropriately graded in accordance with the engineer's grading plan.
22. All garages must be attached and contain two stalls but no more than three stalls. Detached garages are not allowed. Garages cannot exceed two stories in height.
23. Unless already existing on property, one tree with a minimum trunk diameter of two inches must be planted in front of the house.
24. Combination of lots is not allowed.

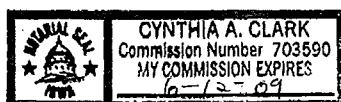
Executed on the above date set forth:

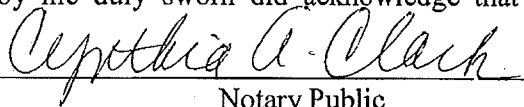


Thomas P. Hanafan, Mayor
City of Council Bluffs, Iowa

STATE OF IOWA)
COUNTY OF POTTAWATTAMIE)

On this 2nd day of April, 2007, before me the undersigned, a Notary Public in and for said state, personally appeared to me personally known, who being by me duly sworn did acknowledge that he voluntarily executed the foregoing instrument.





Notary Public