

COMPARED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TIMBERCREST FIRST ADDITION IN THE CITY OF COUNCIL BLUFFS, IOWA

THIS DECLARATION, made on the date hereinafter set forth by TIMBERCREST VENTURE, LTD., an Iowa Limited Partnership, hereinafter referred to as "Declarant";

WITNESS:

WHEREAS, Declarant is the owner of certain real property, which is more particularly described as:

Lots 1 through 56, inclusive, in Timbercrest First Addition,
in Council Bluffs, as surveyed, platted and recorded in
Pottawattamie County, Iowa.

and,

WHEREAS, Declarant will convey the said lots, subject to certain protective covenants, and restrictions, as hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all of the lots described above shall be held, sold, and conveyed subject to the following restrictions, and covenants, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These covenants, and restrictions shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the described lots or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I USE RESTRICTIONS

A. The subject property is hereby restricted to residential dwellings for residential use and structures and uses related to the convenience and enjoyment of such residential use.

B. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any lot, 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, or other animals sheltered outside the main dwelling.

COMPARED

C. No advertising signs (except one of not more than five square feet "For Rent" or "For Sale" sign per lot), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any lot or any resident thereof. Further, no business activities of any kind whatever shall be conducted in any building, or on any portion of the subject property. Provided, further, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of the Declarant, its agents and assigns during the construction and sale period.

D. No exterior television or radio antennae of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the premises, nor upon any structure situated upon said real property, unless approved in writing by the hereinafter mentioned architectural committee.

E. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

F. 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.

G. No boat, camping trailer, snowmobile, auto-drawn trailer of any kind, mobile home, truck, jeep, 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. Recreational vehicles may be kept on the premises provided they are fully screened from view from fronting street.

H. Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any lot at any time.

I. Vegetable gardens are prohibited on any yards adjoining streets.

J. No incenerator or trash burner shall be permitted on any lot. No fuel tank shall be permitted to remain outside of any dwelling, except on

COMPARED

garbage pick-up days, no garbage or trash can shall be permitted outside of any dwelling unless fully screened from view (not visible from 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. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. Any exterior air conditioning condenser unit shall be placed in the rear or side yard.

K. Dwellings shall not be moved from outside of TIMBERCREST FIRST ADDITION to any lot within this subdivision.

L. Exposed portions of the foundation of each dwelling are to be covered with either siding or brick unless approved in writing by the hereinafter described architectural committee.

M. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

N. The roof of each dwelling shall be constructed of wood shingles unless substituted roofing material is approved in writing by the hereinafter described architectural committee.

O. No structure of a temporary character, trailer, basement, tent, shack, or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

P. No unused building material, junk, or rubbish shall be left exposed on any lot at any time.

Q. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any lot except that a dog house shall be permitted provided the construction plans and specifications and the location of the proposed structure have been first approved in writing by the hereinafter described architectural committee.

R. Only wood fencing or other type of fencing approved by the hereinafter described architectural committee shall be allowed.

S. No trees with trunks over three inches in diameter shall be moved, removed, damaged or destroyed without prior written approval of the hereinafter described architectural committee.

- I. All telephone and electric power service lines shall be underground.

ARTICLE II ARCHITECTURAL CONTROL

A. The Architectural Committee shall originally consist of five persons appointed by Declarant. Said original members need not be residents of Timbercrest First Addition. Upon the resignation, for any reason, of one of the committee members, the remaining members shall promptly appoint a replacement. Until such appointment has been made, the remaining members shall exercise the committee's authority. All future members, other than the original five members appointed by Declarant, must be property owners in the Timbercrest First Addition. On or before December 31, 1983, the committee must vote to replace any member not living in Timbercrest First Addition with a resident of Timbercrest First Addition. Any member not residing in Timbercrest First Addition must, after voting with the committee to select a resident replacement, resign on or before said date.

B. The approval or disapproval of the Architectural Committee as required in these covenants shall be in writing. Written approval or disapproval must be signed by a majority of the Committee members and mailed or delivered to the applicant's last known address. In case of disapproval, the Committee shall include a statement of the reasons for disapproval and shall indicate in a general way, the kind of plans and specifications which the Committee will approve for the subject property. Failure of the Committee to give either written approval or written disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the Architectural Committee control provisions of these restrictions in regard to said submitted plan.

C. Unless approved in writing by the Architectural Committee, no building shall be created, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, nor containing finished living areas, exclusive of porches, breezeways, carports, and garages of less than: 1,200 square feet on the ground floor for a one-story

COMPARED

house, unless it has a basement garage, in which case 1,300 square feet shall be required on the ground floor; 1,200 square feet on the ground floor for a one and one-half story house; 1,800 square feet above basement level with 1,000 square feet on the main floor for a two-story house; 1,550 square feet of living area above ground for a bi-level, tri-level, or a split-level house; and 1,300 square feet of main floor living area for a split-entry house; nor having a garage for less than two automobiles. The Architectural Committee shall have the right to define the terms one-story house; one and one-half story house; two story house; bi-level, tri-level, or split-level house; and split-entry house. Houses of unusual design and not included in the categories herein listed will be considered on an individual basis. Square foot areas are to be computed to the outside surface of enclosing walls.

D. No building, fence, landscaping or other structure or improvement, including but not limited to playground equipment, storage sheds, antennae, rock gardens, fountains, statues, trees, and shrubs, shall be commenced, erected or maintained upon the premises, nor shall any exterior painting, resurfacing, addition to or change or alteration therein, be made until plans and specifications showing the nature, kind and shape, heights, materials, color of paint, and location of the same shall have been submitted to and approved in writing as to harmony of external design, color, and location in relation to surrounding structures and topography by the Architectural Committee.

E. The Architectural Committee shall have the right to disapprove any such plans or specifications or grading or landscaping plans which are not suitable or desirable in the Committee's opinion for aesthetic or other reasons, and in passing upon such plans, specifications, grading or landscaping plans, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the topography of the land and the effect of the building or other structure or landscaping as planned on the outlook from the adjacent or neighboring property, and if it is in accordance with all of the provisions of this declaration.

F. The Committee may disapprove if the plans and specifications submitted are incomplete, or in the event the Committee deems the plans, specifications, details or any part thereof, to be contrary to the spirit or interest of these conditions and restrictions. The decisions of the Committee shall be final.

G. Neither the undersigned nor any architect or agent of the undersigned nor any member of the Committee by virtue of his membership thereon, or discharge of his duties required thereby, shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or specifications. No building or improvements of any kind constructed or placed upon any of said lots thereafter shall be moved without the prior written approval of the Committee.

ARTICLE III GENERAL PROVISIONS

A. Enforcement The Declarant or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. Amendment The Covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by Declarant as it sees fit for a period of five (5) years from the date hereof. This Declaration may be amended by an instrument signed by the

COMPARED

-7-

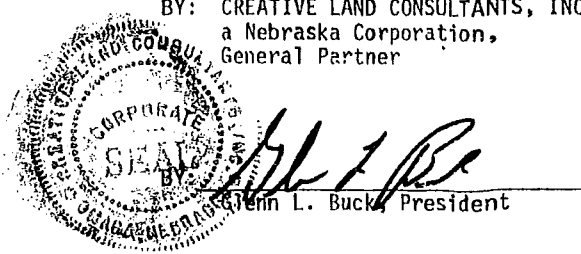
owners of not less than seventy-five percent (75%) of the lots. Any amendment must be recorded.

EXECUTED this 1st day of May, 1976.

TIMBERCREST VENTURE, LTD.,
an Iowa Limited Partnership

BY: CREATIVE LAND CONSULTANTS, INC.,
a Nebraska Corporation,
General Partner

ATTEST:



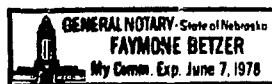
BY:

E. M. Gollehon
E. M. Gollehon, Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the date last above written, before me, the undersigned, a Notary Public in and for said County, personally came GLENN L. BUCK, president of CREATIVE LAND CONSULTANTS, INC., a Nebraska Corporation, which corporation is to me personally known to be the General Partner of TIMBERCREST VENTURE, LTD., and Iowa Limited Partnership, and said GLENN L. BUCK, the identical person whose name is affixed to the foregoing Declaration, and acknowledged the execution thereof to be his voluntary act and deed on behalf of said Corporation for said Limited Partnership.

WITNESS my hand and Notarial Seal at Omaha, in said County, on the date last above written.



Faymore Betzer
Notary Public

My commission expires: June 7, 1978