

RESTRICTIONS AND COVENANTS
UPON THE REAL ESTATE KNOWN AS
WEST LAKE VILLAGE

Auditor's Subdivision and a part of the
E½ of the SW¼ and part of the W½ SE½ of
Section 14, Township 74, Range 44,
Pottawattamie County, Iowa

WHEREAS, the owner of West Lake Village Subdivision when it was platted filed restrictive covenants numbered one through eighteen inclusive, and

WHEREAS, said restrictive covenants terminated January 1, 1988, and

WHEREAS, all residents of West Lake Village Subdivision are automatically members of West Lake Village Association, and an annual meeting of said Association being called with one of the purposes to adopt new restrictive covenants, and all members of the Association having received written notice of the annual meeting, and a majority of members being present at the annual meeting and the majority of those present being desirous of adopting new restrictive covenants for the subdivision do hereby create and establish the following restrictions and covenants which are binding on all of the lots within West Lake Village Subdivision and also upon all grantees, assignees or successors in interest to any of the present owners of property located in West Lake Village Subdivision, to-wit:

1. Said premises above described shall be used for residence purposes only; that no business of any nature shall be permitted, maintained or conducted thereon. Not more than one residence at a time shall be placed or kept thereon and no such residence shall be designed or converted for the use of more than one family.

2. The main body of such residence shall be at least 50 feet and not more than 100 feet from the lagoon side of the lot, and no porch or part thereof shall be within 30 feet of the lagoon side of said lot nor shall any building be nearer than 10 feet from the other sides of said lot; the restrictions herein regarding porches shall not apply to open patios or uncovered porches, the intent being to prohibit structures that will obstruct view of the lagoon or detract from the symmetry of the lagoon frontage.

3. There will be no restrictions as to the cost or size of any residence as long as the residence complies with the setback, back yard, and side yard requirements contained herein and also authorized by the zoning ordinances of the city of Council Bluffs. However, builders of any homes or any remodeling or addition to any presently existing structures shall not be so much in variance with other structures in the neighborhood as to be unsightly or to cause a substantial depreciation in the market values in the neighborhood.

4. No lot shall be subdivided without obtaining the approval of all other owners of lots in the subdivision; and no, trailer, basement house, tent, shack, garage or other buildings shall at any time be used for human habitation.

6. No animals or poultry of any kind other than household pets shall be kept on any part of the premises, and all household pets shall be confined to the owner's premises.

7. Each owner shall, after purchase, keep said lot seeded, mowed and maintained in a sightly condition.

8. A perpetual easement, 10 feet in width, is reserved over the lagoon side of said lot, and 5 feet in width over all other sides of said lot for the maintenance of the lagoon and for the installation and maintenance of utilities, which easement shall include the right to trim or remove trees as may be necessary to maintain reasonable clearance for utility line.

9. No obnoxious or offensive conduct shall be carried on on any property within the subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. These restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the _____ day of _____, _____, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the property in the subdivision agree to change the covenants in whole or in part.

11. If any owner in the subdivision or their heirs or assigns shall violate or attempt to violate any of the covenants or the restrictions contained herein, it shall be lawful for any other person or persons owning any other lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from doing so or to recover damages or both for such violations.

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

13. Inasmuch as there have been some violations of the restrictive covenants which expired January 1, 1988, it is specifically provided that those violations shall continue unabated and shall not be eliminated in any manner by these restrictive covenants.

