

WILSHIRE HEIGHTS SUBDIVISION
HOMEOWNERS ASSOCIATION COVENANT
Council bluffs, Iowa
June 9, 1993

WHEREAS, the Wilshire Heights Subdivision Homeowners Association, Pottawattamie County, Iowa, on July 1, 1993, filed this covenant and restrictions upon all said property and lots contained in said subdivision and being desirous of further restricting said property and lots for the benefit of all present and future owners of lots in said subdivision;

NOW, THEREFORE, the Wilshire Homeowners Association does hereby create and establish the following restrictions which shall become binding on all property and lots in Wilshire Heights with exception of Lot 1 of said subdivision, said Lot 1 being designated as a commercial lot;

1. All lots shall be known, described and used solely as residential lots and no structure shall be erected on any residential lot other than one detached dwelling, not to exceed two stories in height and a one, two or three car garage, with the minimum width to be 12 feet.
2. No building shall be erected on any residential building lot nearer than 35 feet to the front lot line nor shall it be farther than 60 feet from the lot line fronting on the street.
3. No building or part of building shall be erected nearer than 10 feet to any side lot line. Said restriction shall not apply to any garage or other incidental building located 100 feet from said lot line fronting on the street.
4. No residential lots shall be divided into building lots unless approved by the Wilshire Homeowners Association herein.
5. No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
6. No structure shall be moved into any lot unless it meets with the approval of the Wilshire Homeowners Association or a committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with existing structure in the said subdivision.
7. No building shall be erected on any lot until the design and location thereof have been approved in writing by the Wilshire Homeowners Association or its successor in title, or by a committee appointed by said Wilshire Homeowners Association. The front set back and the side yard set back shall be approved in writing by the Wilshire Homeowners Association.

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8. No dwelling shall be permitted on any lot described herein, having a square foot living area of less than 1,100 square feet exclusive of garage and basement.

9. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done there on which may be or become an annoyance or nuisance to the neighborhood.

10. No business shall be carried on upon any lot in said subdivision.

11. Sewage disposal shall be by septic tank, and each owner agrees to discontinue the use of said septic tank within one year after a sanitary sewer is constructed in said subdivision.

12. Easements for installation and maintenance of utilities and drainage facilities are reserved over a five-foot adjoining each side and rear lot line of each lot as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

13. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. All dogs, cats, or other household pets must be leashed outside the homeowners lot.

14. No lot, ditch, or right-of-way shall used or maintained as a dumping ground for rubbish or lawn waste. Trash, garbage, lawn waste, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, and recommendations of the Iowa Public Health Department. Approval of such system as installed shall be obtained from such authority.

16. No vehicle of any kind shall be stored or parked on the street of any lot over 24 hours.

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This covenant and restrictions are to run with the land and shall be binding on all of the parties and all of the persons claiming under them until a new covenant and restrictions are adopted.

It shall be lawful for any other person or persons owning any other lot in said subdivision to proceed at law or in equity against the person or persons violating or attempting to violate such covenant or restriction(s) and either to enjoin him or them from so doing and to recover damages for such violation.

This conveyance binds the homeowner himself, his heirs, executors and administrators to strictly observe and conform with this covenant and all of the restrictions herein contained.

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

The Wilshire Heights Subdivision Homeowners Association agrees that all deeds of property in this subdivision shall contain all of this covenant and restrictions.

