

## RESTRICTIVE COVENANTS

The undersigned, Tweedt Engineering and Construction, Inc., an Iowa Corporation, owner of Glen Oaks Town Homes, Phase I and Phase II, a subdivision within the City of Council Bluffs, Pottawattamie County, Iowa, as shown by the attached plat thereof, hereby declare that all lots in such subdivision shall be restricted to residential purposes and shall be subject to all of the restrictions hereinafter set out.

In order to provide for the proper development of Glen Oaks Town Homes, Phase I and Phase II, and each and every lot thereon, to protect the owners of such lots and to insure the future value, beauty and use of Glen Oaks Subdivision, Phase I and Phase II as a restricted residential area, the undersigned hereby subject Glen Oaks Town Homes, Phase I and Phase II and each lot therein to the following conditions, restrictions, limitations and reservations, each of which is for the benefit of such subdivision and each lot therein and for the owners of each lot, which conditions, restrictions, limitations and reservations shall inure to the benefit of and pass with the title to each lot and bind the successors in title as the owners of such lots. Each condition, restriction, limitation and reservation shall be a covenant running with the land as to each lot. Each lot shall be held, transferred, sold and conveyed subject to such conditions, restrictions, limitations and reservations, which shall be considered a part of the language of each instrument conveying, transferring or, passing any interest in or to any lot whether specifically incorporated therein or not.

1. All lots shall be zoned R-2 with one single family attached town home constructed on each individually-owned Lot with the exception of Lot 20, which shall be constructed unattached.
2. No outbuilding, including but not limited to any trailer, tent, shack, garage or barn shall be erected on any lot herein.
3. No buildings, additions or improvements thereto shall be constructed on any lot unless the design and location is in harmony with existing structures and approved by Tweedt Engineering and Construction, Inc. or its successors or designates.
4. No billboards, satellite dishes or any other unsightly objects will be erected, placed or maintained on any Lot. No advertising signs will be allowed on any Lot, provided, however, one "For Rent" or one "For Sale" sign of not more than five (5)

square feet may be placed or maintained on a Lot. 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 within the Addition or an unreasonable increase in the number of vehicles parked on the streets within the Addition or the presence of unsightly commercial vehicles within the Addition. Notwithstanding the foregoing provisions, this paragraph shall not restrict the business activities, advertising, signs and billboards, or the construction and maintenance of structures by the Developer, its agents and assigns, during the construction and sale period of this Addition.

5. A perpetual easement is reserved for utility installation, maintenance and drainage as specified on the final plat.
6. No animal of any kind other than family pets shall be kept on any part of a Lot.
7. The construction and landscaping of each Residence shall be completed within one year from the date the construction of the Residence commenced. Excess dirt resulting from the excavation done on any Lot shall be hauled from the Lot or used in landscaping the Lot within the construction time period. All excavation or alteration of the existing topography and native growth will 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.
8. Material and equipment used during the construction and landscaping process will be stored and maintained on the Lot in an orderly manner.
9. No camper, mobile home, recreational vehicle, boat, jet ski, motorcycle, off road vehicle, all terrain vehicle, snowmobile or any trailers thereto shall be maintained, stored or kept on any Lot. Unused vehicles shall be removed from the premises and no Lot shall be used for the purpose of selling, leasing, showing or repairing vehicles for commercial purposes.
10. No external television or radio antennae will be allowed.
11. No Lot owner shall use, suffer or permit any person or persons in any manner whatsoever, to use his Lot for any purpose which will constitute an unreasonable and improper invasion upon the quiet use and enjoyment of any other Lot owner's property. Each Lot owner shall maintain his Lot in a clean and wholesome condition and all health and police regulations shall in all respects and at all times be fully complied with by the lot owner so as to prevent noxious and offensive activities or conditions which could constitute a public or private nuisance.
12. The title holder of each lot, vacant or improved, shall become a member of the Glen Oaks Townhome, Phase I and Phase II Homeowners Association and shall be obligated to pay his or her share of the obligations of that Association as provided in its by-laws or otherwise. The Titleholder consents to a lien upon said property for

obligations owed to the Association. All titleholders, their families, guests and any other persons using or occupying the lot shall be bound by and strictly comply with the provisions of the Association's bylaws.

13. These covenants are to run with the land and shall be binding on all parties. It shall be lawful for any other person or persons owning any other Lot in such subdivision to proceed at law or in equity against the person or persons who violate or attempt to violate such covenant or restriction and either to enjoin him or them from so doing and to recover damages for such violation.
14. Invalidation of any one 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.

IN WITNESS WHEREOF, we have hereunto set our hands this 10<sup>th</sup>  
day of March, 1999.

by M. L. Tweedt  
M. L. Tweedt, President  
Tweedt Engineering &  
Construction, Inc.

STATE OF IOWA )  
 ) ss.  
COUNTY OF POTTAWATTAMIE )

On this 10<sup>th</sup> day of March, 1999 before me, a Notary Public  
in and for said County, personally appeared M. L. Tweedt, to me  
personally known, who being by me duly sworn on oath, did state  
that he is President of said Tweedt Engineering & Construction,  
Inc., and that the seal affixed to said instrument is the seal  
of said (or no seal has been procured by the said) Tweedt  
Engineering & Construction, Inc. and that said instrument was  
signed and sealed on behalf of the said Tweedt Engineering &  
Construction, Inc. by authority of its board of (directors or  
trustees) and the said Notary Public acknowledged the execution  
of said instrument to be the voluntary act and deed of said  
Tweedt Engineering & Construction, Inc. by it voluntarily  
executed.

Douglas E. Tweedt  
Notary Public

My commission expires: 6-1-2000