

COV 78-12901

MUSICAL HILLS SUBDIVISION  
Homeowner's Association Covenants

Protective covenants in relation to the indicated subdivision shall include, among other provisions, the following, to-wit:

1. The name of this association is Musical Hills Homeowner's Association.
2. These covenants shall be binding in perpetuity if legally permissible upon all owners and/or contract purchasers of land in this subdivision and their successors and assigns. If it is not legally permissible for these covenants to be binding in perpetuity, then they shall be binding for a period of 30 years, after which time they shall be automatically extended for successive periods of 10 years unless an agreement signed by a majority of the then owners of all lots has been recorded, agreeing to change said covenants in whole or in part. The word "owners" as used in these covenants is intended to include persons holding fee title as well as contract purchasers.
3. These covenants shall be made of record in the office of the County Recorder, Pottawattamie County, Iowa.
4. All owners of land in this subdivision and their successors and assigns shall be members of this association and shall all be bound by these covenants, and by becoming owners of land in this subdivision agree to perform the duties and responsibilities required of them by these covenants.
5. The full restrictive covenants to which these are attached and made a part by reference shall contain provisions for the establishment of a government from among the members of this association, the function of which shall be to administer these covenants and assure their observance.
6. The following duties and responsibilities are imposed upon the members of this association, to-wit:
  - a. To maintain vacant, unimproved lots in the subdivision by removing weeds and debris and keeping grass cut and doing any other things and performing any labor necessary or desirable

# COMPARED

-2-

in the judgment of the association to keep such vacant property, the land contiguous and adjacent to it, and this development in general in a neat, orderly and attractive condition.

b. To pay taxes and assessments, if any, which may be levied by any governmental authority upon any parks, open spaces, and common areas within said development.

c. To provide for the funding necessary to carry out the purposes of these covenants.

d. To do any and all lawful things and acts which this association at any time, and from time to time, shall in its discretion deem to be in the best interest of said property and the owners of the building sites thereon, and to pay all costs and expenses in connection therewith.

e. The government of this association shall establish and collect from owners, charges or assessments necessary to facilitate the functioning of these covenants and to use said assessments to conduct all of the purposes of this association including payment of taxes, if any. Charges and assessments against an owner shall become a lien upon his property as soon as payable and continue as a lien until paid. The government of this association shall establish the means whereby liens are made of record and released.

f. To improve, light, provide for, beautify and maintain streets, roads, road easements, easements, parks and other common areas and open spaces, including all grass plots, park strips, other planted areas and trees and shrubs within the lines of said streets in and bordering upon said property for the general use of the owners of lots or building sites in said property.

g. In the event that the private street(s), road(s), or road easements, mentioned in item 6.f. above are proposed to be included within the city or county road system, the property owners, their successors and assigns, will convey sufficient right-of-way to comply with the current city or county design standards in force at the time of proposed conveyance and will pay the full cost for such grading, hard surfacing, or other street improvements as required to satisfy said design standards.

COMPARED

7. The government of this association shall have the right and duty and any owner of land in this subdivision shall have the right to enforce these covenants. Funds collected as provided herein for purposes of this association shall be used to enforce these covenants and to pay all expenses in connection with enforcement activities and to reimburse any owner who successfully undertakes to compel the observance of these covenants.

DATED at Council Bluffs, Iowa, this 8 day of October, 1977.

*[Signature]*  
Dr. R. C. Swain

*[Signature]*  
Louis G. Mayberry

*[Signature]*  
Patsy L. Mayberry

Iowa  
STATE OF NEBRASKA)  
Pott. ( ss.  
COUNTY OF DOUGLAS)

On this 8 day of October, 1977, before me, a notary public in and for Douglas County, personally appeared Dr. R. C. Swain, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



*[Signature]*  
NOTARY PUBLIC  
Ronald J. Schultz  
Oct 30 1978

STATE OF IOWA )  
( ss.  
COUNTY OF POTTAWATTAMIE)

On this 8 day of October, 1977, before me, a notary public in and for Pottawattamie County, personally appeared Louis G. Mayberry and Patsy L. Mayberry, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



*[Signature]*  
NOTARY PUBLIC  
Ronald J. Schultz  
Oct 30 1978



SCALE 1" = 100'  
0 50 100

- SET IRON PIN
- FOUND IRON PIN

# MUSICAL HILL

FINAL

EAST LINE NE 1/4 NW 1/4 B SE 1/4

S 0°28'

## COMPARED

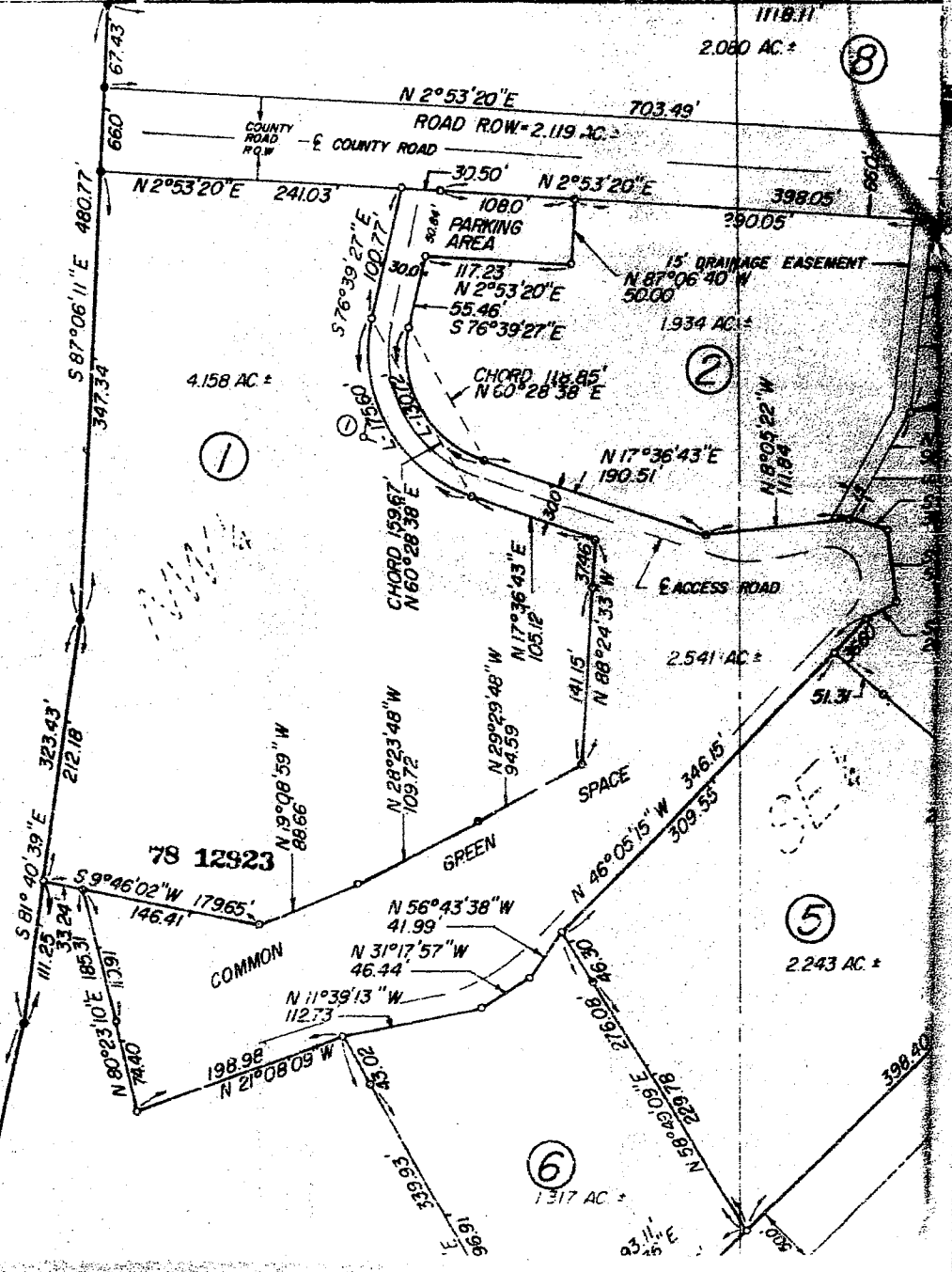
(ASSUMED)  
N 0°28'32" W

### ☉ CURVE DATA

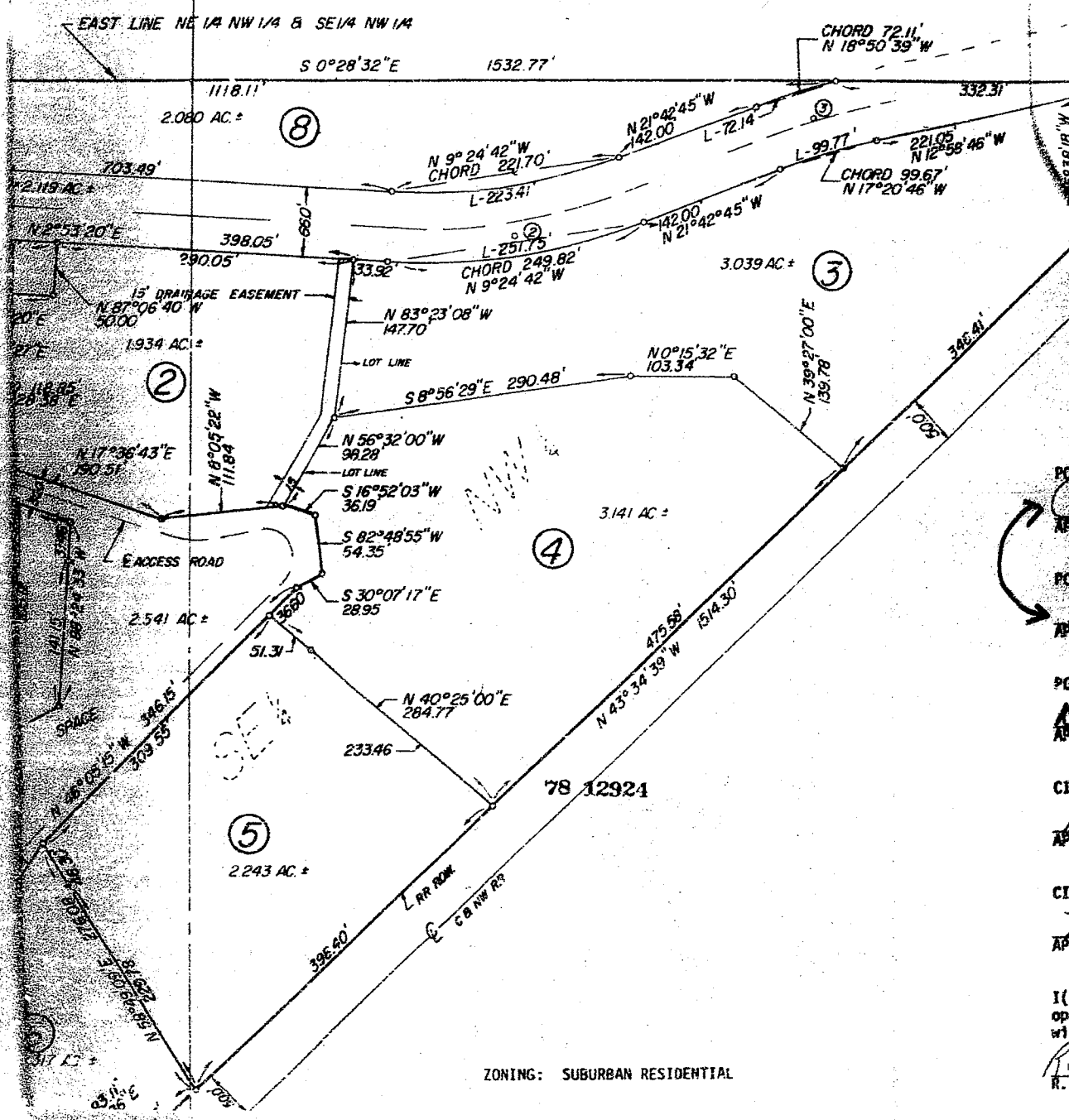
- ① Δ 85°43'50"  
R 102.36'  
T 95.0'  
L 153.16'  
D 55°58'29"
- ② Δ 24°35'05"  
R 553.31'  
T 120.65'  
L 237.58'  
D 10°21'18"
- ③ Δ 8°43'59"  
R 687.53'  
T 52.50'  
L 104.80'  
D 8°20'00"

### ROW CURVE DATA

- ④ Δ 15°00'14"  
R 3592.64'  
T 473.13'  
L 940.68'
- ⑤ Δ 3°50'00"  
R 11,441.08'  
T 362.87'  
L 765.39'

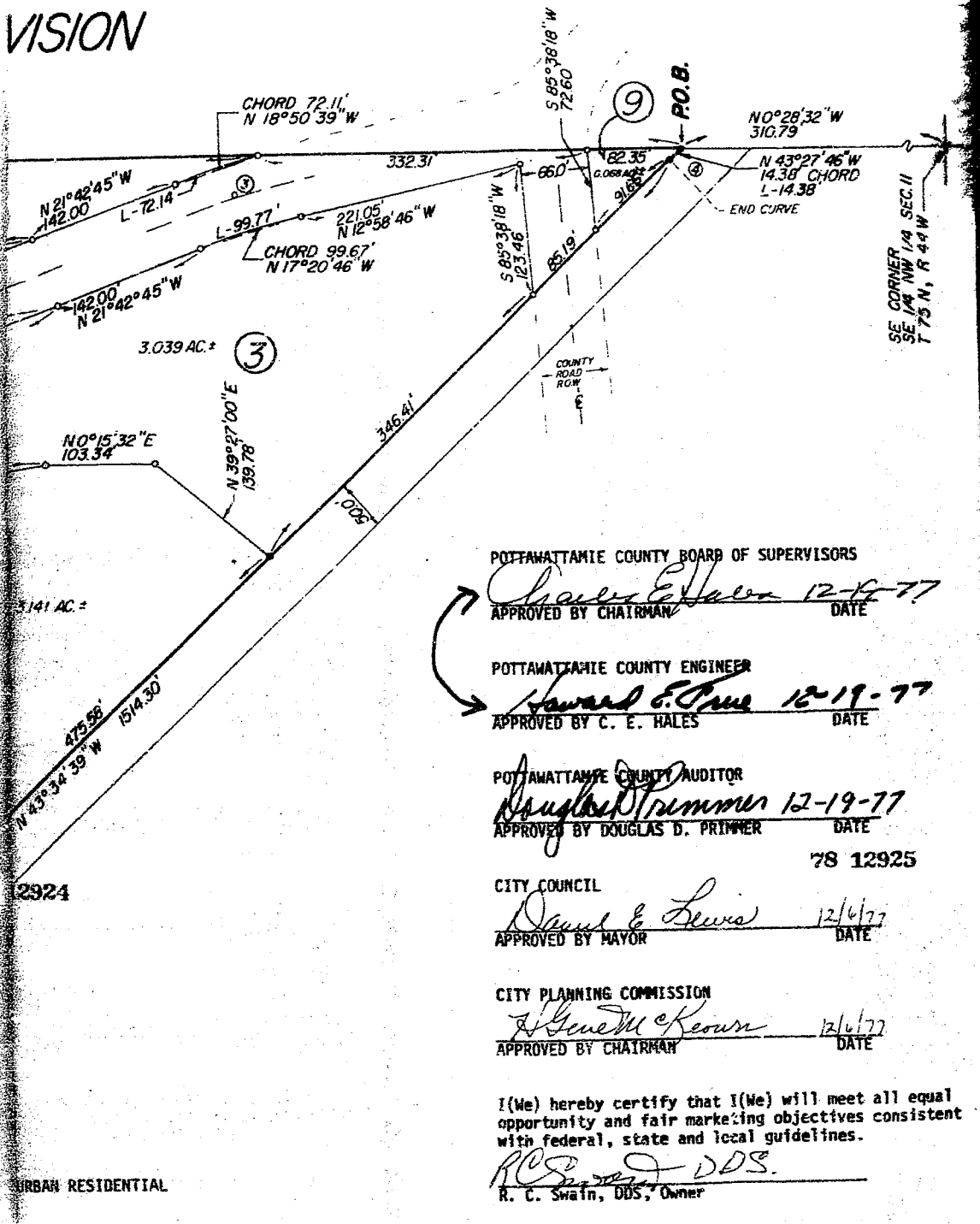


# MUSICAL HILLS SUBDIVISION



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VISION



POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS

*Charles E. Hales* 12-19-77  
APPROVED BY CHAIRMAN DATE

POTTAWATTAMIE COUNTY ENGINEER

*Howard E. Hale* 12-19-77  
APPROVED BY C. E. HALES DATE

POTTAWATTAMIE COUNTY AUDITOR

*Douglas D. Primmer* 12-19-77  
APPROVED BY DOUGLAS D. PRIMMER DATE

78 12925

CITY COUNCIL

*David E. Lewis* 12/6/77  
APPROVED BY MAYOR DATE

CITY PLANNING COMMISSION

*Gene M. Keown* 12/6/77  
APPROVED BY CHAIRMAN DATE

I(We) hereby certify that I(We) will meet all equal opportunity and fair marketing objectives consistent with federal, state and local guidelines.

*R.C. Swain* DDS.  
R. C. Swain, DDS, Owner

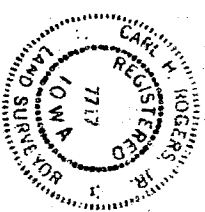
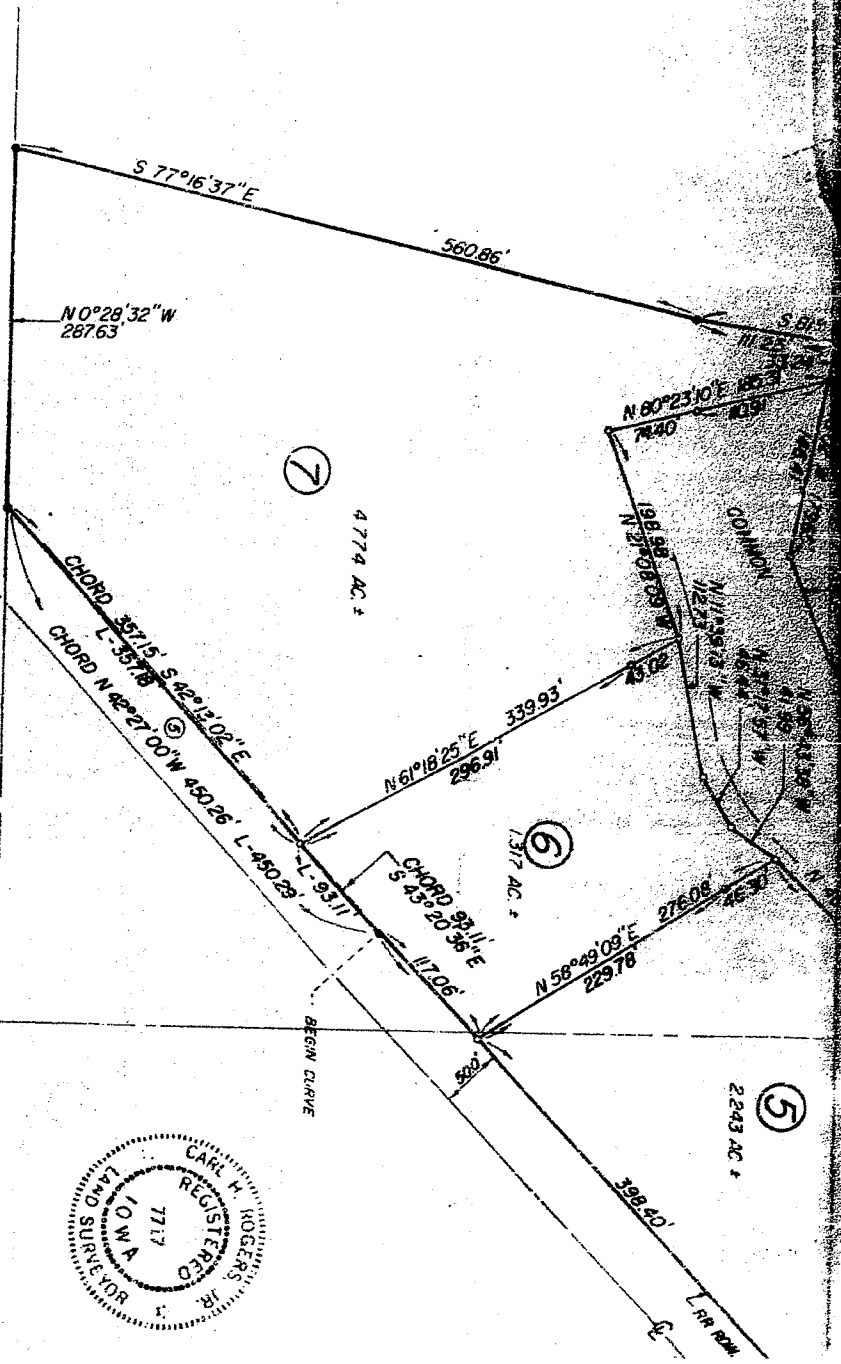
URBAN RESIDENTIAL

STANDARD PLAN MAP, RELEASE 2017/08

NOTE: A perpetual easement is reserved over all lot lines, 5 feet in width for utility installation, maintenance and drainage, and the South 15 feet of Lot 2 for the installation of storm sewer.

Entered for tax on  
DEC 21 1977  
*Carl H. Rogers, Jr.*  
COUNTY AUDITOR

78 12926





78 12926

Intentance

ZONING: SUBURBAN RESIDENTIAL

Legal Description:

A tract of land located in the NE1/4 NW1/4, and SE1/4 NW1/4 all in Section 11, T75N, R44W of the 5th Principal Meridian, Pottawattamie County, Iowa, more fully described as follows:

Commencing at the Southeast corner of said SE1/4 NW1/4; thence N0°28'32"W along the East line of said SE1/4 NW1/4 a distance of 310.79 feet to the point of intersection with the Northeastly right of way line of the Chicago Northwestern Railroad, said intersection point being point of beginning; thence Northwestly, along said railroad right of way line and along a curve having a central angle of 15°00'14" and a radius of 3592.84 feet, an arc length of 14.38 feet and a chord bearing and distance of N43°27'46"W 14.38 feet to the P.T. of said curve; thence N43°34'39"W along said railroad right of way line a distance of 1514.30 feet to the P.C. of a curve concave North-easterly, having a central angle of 3°50'00" and a radius of 11,441.08 feet; thence Northwestly along said curve and said railroad right of way line an arc length of 450.29 feet and with a chord bearing and distance of N42°27'00"W 450.26 feet to the point of intersection with the West line of said NE1/4 NW1/4; thence N0°28'32"W along the West line of said NE1/4 NW1/4 a distance of 287.63 feet; thence S77°16'37"E a distance of 560.86 feet; thence S81°40'39"E a distance of 323.43 feet; thence S97°05'11"E a distance of 480.77 feet to the point of intersection with the East line of said NE1/4 NW1/4; thence S0°28'32"E along the East line of said NE1/4 NW1/4 and said SE1/4 NW1/4 a distance of 1532.77 feet to the point of beginning. Said tract contains 27.414 acres, more or less, including present established road right of ways.

NOTE: The East lines of said NE1/4 NW1/4 and said SE1/4 NW1/4 are assumed to bear N0°28'32"W for this description.

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

Carl H. Rogers, Jr. I.S. Iowa Reg. No. 7717

6-23-76

78 12927

CITY COUNCIL  
APPROVED BY MAYOR  
DATE 12/16/77

CITY PLANNING COMMISSION  
APPROVED BY CHAIRMAN  
DATE 12/16/77

I (he) hereby certify that I (he) will meet all equal opportunity and fair marketing objectives consistent with federal, state and local guidelines.  
R.C. Swain, DDS, Owner

PROJ. NO. 10266	DATE JUNE, 1976	CREATED BY JP	APPROVED BY CR	CLIENT R.C. SWAIN DDS 140 S. 40TH ST. OMAHA, NEBRASKA
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