

CONFIDENTIAL

existing streets and avenues. The street as laid out and shown on the accompanying plan is hereby dedicated to the public for private purposes and such street is to be known as Kimberly Drive.

HOMER REALTY CONSTRUCTION COMPANY, INC.

By *Harold D. Anderson*
Harold D. Anderson, President

CITY OF TOWSON

COUNTY OF PORTLAND

Now on this 14 day of August, 1963, personally appeared before me, a Notary Public, and for Portland County, State of Iowa, Darrell D. Anderson, to me known to be the person who executed the foregoing instrument and acknowledged that he executed same as his voluntary act and deed, for and on behalf of said Corporation, and who further being duly sworn and say that he is the President and only officer of Homer Realty Construction Company, Inc. and that the seal attached to said instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation under due authority under the Articles of Incorporation.

Raymond H. Possey
Raymond H. Possey, Notary Public

COMMALED

South Page, Clarence King

Section 16
Township 73 North
Range 10 East
County of Lincoln
State of Nebraska

Section 16
Township 73 North
Range 10 East
County of Lincoln
State of Nebraska

A part of Lot 1, Auditor's map, in the 1/2 N. 1/4
of Sec. 16, Township 73 North, Range 10 East,
and a part of Lot 16, same area, in the 1/4
of Sec. 16, Township 73 North, Range 10 East,
as particularly
described as follows:

Beginning at the North 1/4 corner of said Sec. 16
and following the North line of said Sec. 16
bearing due East and East 10° 12' N. a distance of
25 feet, thence East 33° 15' N. a distance of
27.08 feet, thence East 24° 25' N. a distance of 20
feet, thence East 33° 15' N. a distance of 217.6 feet to
the North line of Section Avenue, thence East 33° 15' N.
a distance of 20 feet, thence East 11° 15' N. a distance
of 23.17 feet, thence East 11° 15' N. a distance of 27
feet, thence East 22° 30' N. a distance of 251.2 feet,
thence East 11° 15' N. a distance of 27 feet, thence
East 33° 15' N. a distance of 108.9 feet, thence East 11° 15' N.
a distance of 124.23 feet, thence West 11° 15' N. a distance
of 124.23 feet, thence East 11° 15' N. a distance of 150 feet,
thence East 11° 15' N. a distance of 100 feet, thence North
a distance of 100 feet, thence East a distance of
100 feet, thence South a distance of 35.4 feet,
thence East a distance of 100 feet, thence South
a distance of 35.4 feet, thence East a distance of
100 feet, thence North a distance of 100 feet,
thence East a distance of 100 feet, thence North
a distance of 100 feet, thence East a distance of
100 feet, thence North a distance of 100 feet, and
to the North 1/4 corner of said Sec. 16.

COMPARED

RESTRICTIONS AND COVENANTS UPON THE REAL ESTATE KNOWN AS ANDERSON'S SECOND ADDITION TO COUNCIL BLUFFS, IOWA

WHEREAS, Home Realty Construction Company, Inc. is now the owner of all the property and lots contained in Anderson's Second Addition to the City of Council Bluffs, Iowa; and

WHEREAS, said Home Realty Construction Company, Inc. desired to restrict all of the above described property as hereinafter stated for its benefit and for the benefit of all future owners of lots in said addition;

NOW, THEREFORE, the said Home Realty Construction Company, Inc. does hereby create and establish the following restrictions which shall become binding on all of the above described property in said addition and also upon the grantees or owners at any time of any of the above described lots in said Addition to the extent herein indicated, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. No building shall be erected on any residential building lot nearer than 25 feet to nor farther than 40 feet from the front lot line, nor nearer than 4 feet to any side lot line.

3. No dwelling shall be erected except on lots of an area of at least 4000 square feet.

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other building shall be used on any lot at any time as a residence either temporarily or permanently.

5. The holder of each lot, vacant or improved, shall have the responsibility of keeping his lot or lots free of weeds and debris.

6. No building shall be erected on any lot unless the design and location is in harmony with existing structures and locations in the tract and does not violate any protective covenants. In any case, no dwelling shall be permitted on any lot described herein having a square foot area on main floor of less than 800 square feet.

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

8. Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. In these basements no structure, building or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of any utility which may damage the direction of flow of drainage channels or cause any drainage to be obstructed or retarded. Flow of water through drainage channels in the basements in the reserved area of lots to any other improvement in the lot shall be maintained at all times. The owner of the lot shall be responsible for these improvements and shall be liable for the cost of any repairs or improvements.

9. The owner of each lot shall be responsible for the maintenance of the lot and shall be liable for the cost of any repairs or improvements.

10. The owner of each lot shall be responsible for the maintenance of the lot and shall be liable for the cost of any repairs or improvements.

COMPARED

11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
13. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Iowa Public Health Department. Approval of such system as installed shall be obtained from such authority.
14. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Iowa Public Health Department. Approval of such system as installed shall be obtained from such authority.
15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
16. If the parties hereto, or any of them, or their heirs, or assigns, grantees, or successors in interest, shall violate or attempt to violate any of the covenants or restrictions herein while they are in effect, then and in such event or series of events, it shall then be lawful for any other person or persons owning any other lots in said development to prosecute at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions for the purpose of preventing him or them from so doing or to recover damages for such violation or violations.
17. Invalidation of any one of the covenants herein contained by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
18. By the acceptance of any deed or conveyance to any lot in the said addition, the grantee automatically agrees to uphold and comply with the foregoing restrictions and covenants.

304RS
auto
extend

HOME REALTY CONSTRUCTION COMPANY, INC.

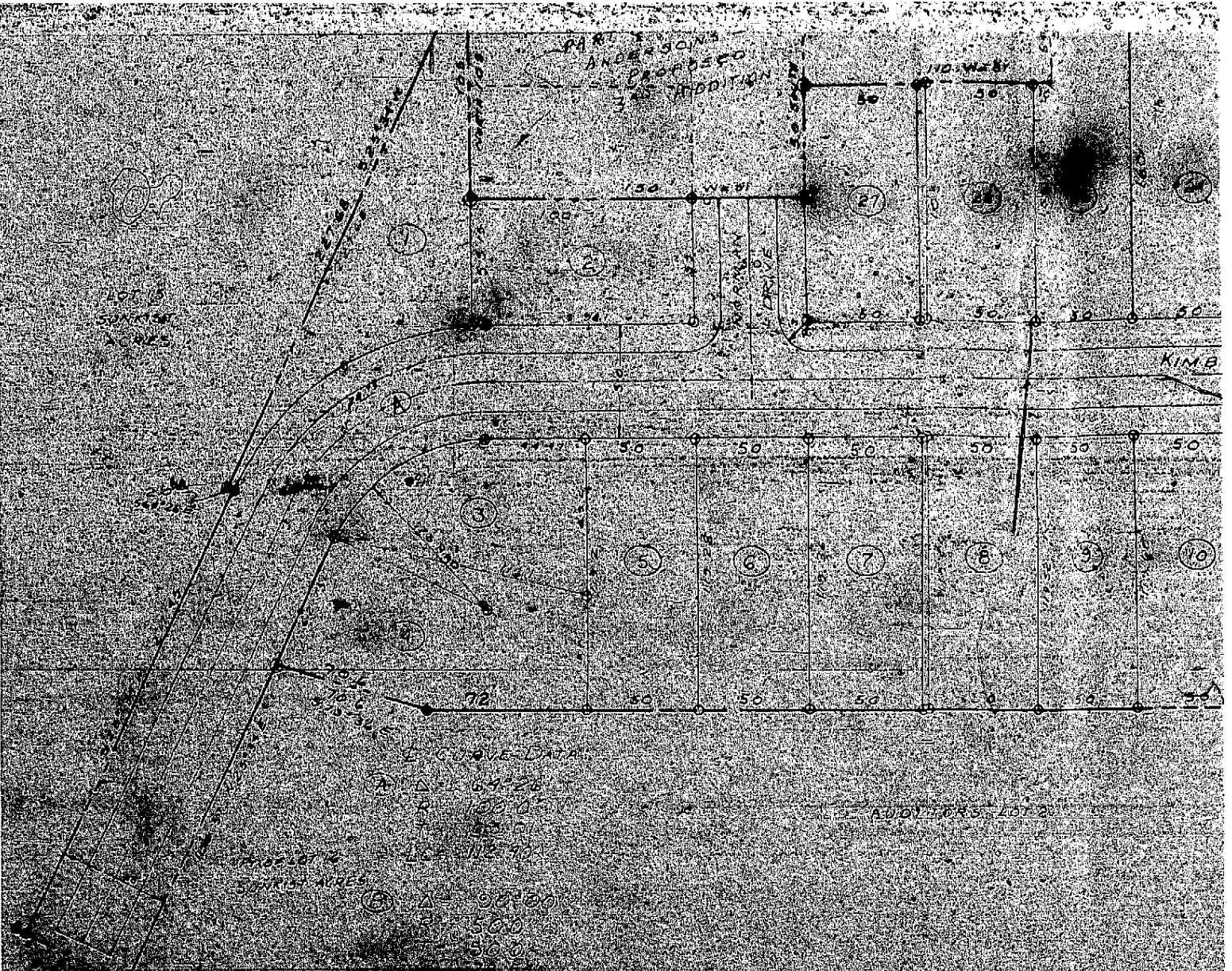
By [Signature]
DARRELL D. ANDERSON, President

STATE OF IOWA

COUNTY OF BURLINGTON

On this 17th day of August, 1954, personally appeared before me, a Notary Public in and for Burlington County, State of Iowa, Darrell D. Anderson, to me known to be the person who executed the foregoing instrument and acknowledged that he executed same as his voluntary act and deed, for and on behalf of said corporation, the same being duly and lawfully done by him as the President and only authorized officer of said corporation, and that the seal attached to the foregoing instrument is true and correct and that the said corporation under this instrument is duly organized and in good standing under the laws of the State of Iowa.

[Signature]
Notary Public



1. CURVE DATA
 (A) $\Delta = 54^{\circ}26'$
 (B) $\Delta = 90^{\circ}00'$
 (C) $\Delta = 90^{\circ}00'$

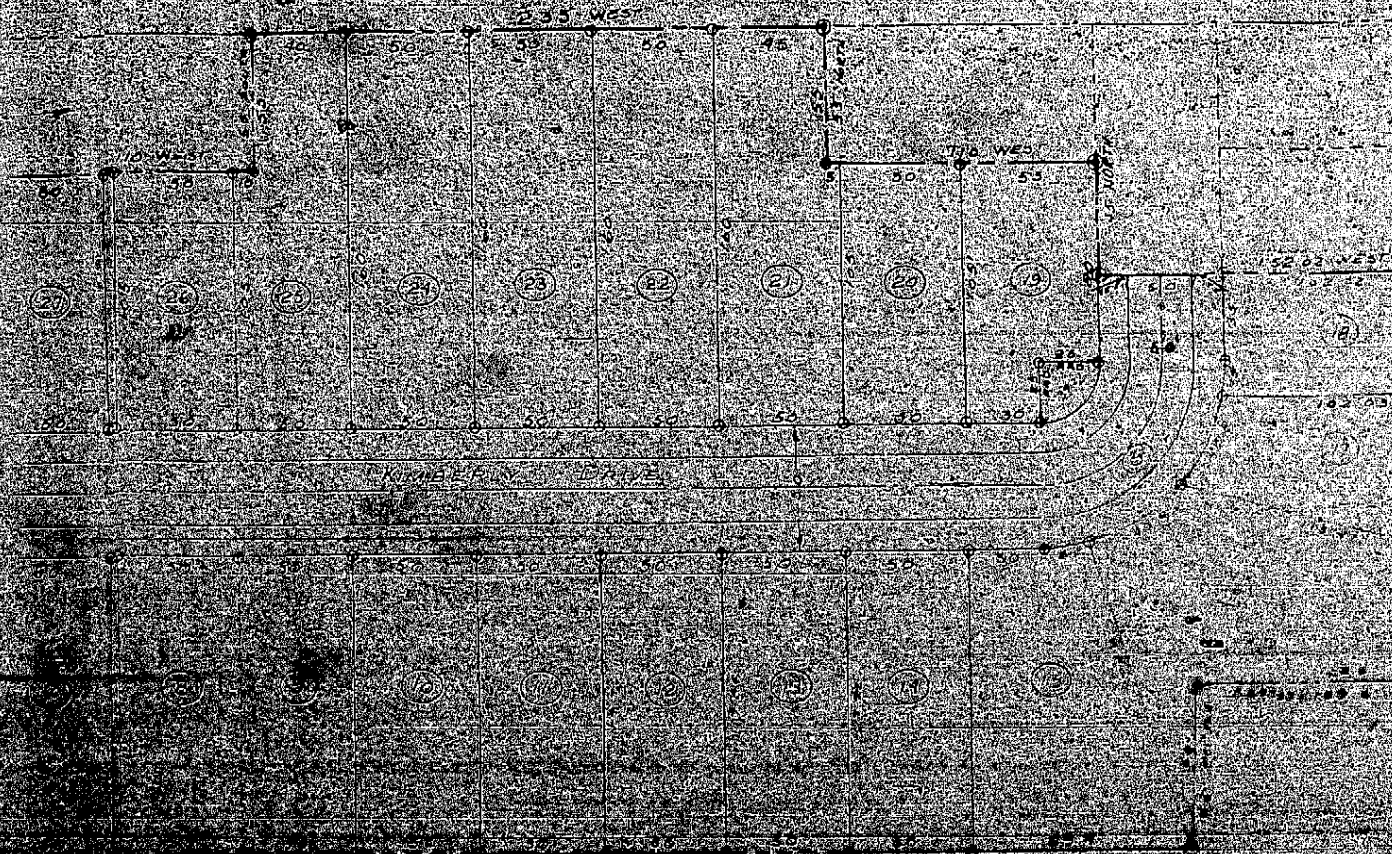
A. B. D. T. P. S. 2012

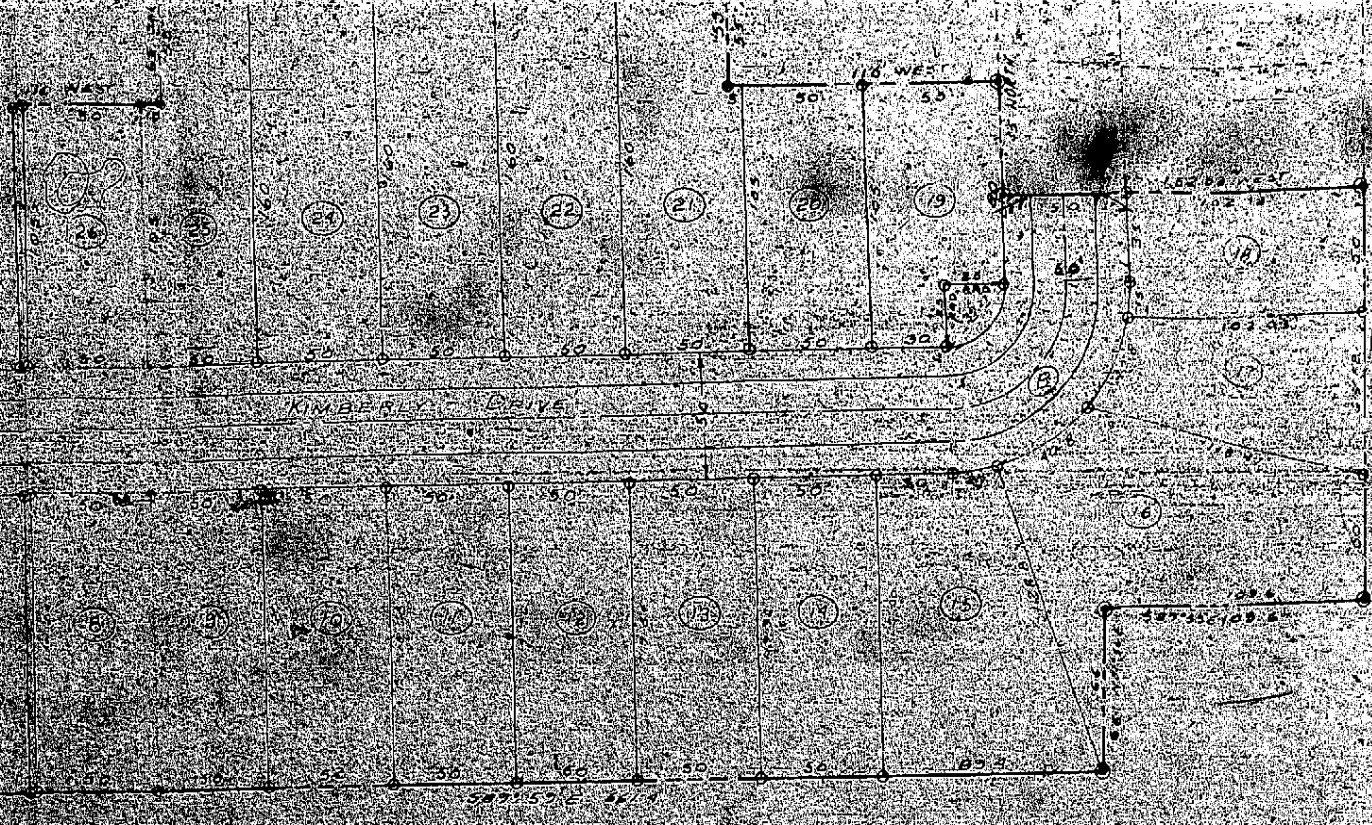
1341 98

DEDICATION

Know all men by these presents
 That we, Home Realty Construction Co.
 proprietors of the land described in
 within this plat have caused the same
 and their heirs and assigns to be

SECOND ADDITION



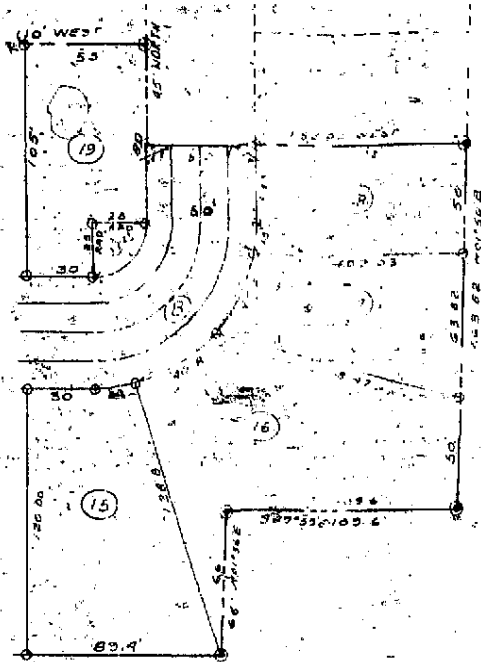


• 116 WEST FOUND
 • 115 WEST
 • 116 WEST

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The above described lands were owned by
 and were divided into lots and
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3 FOUND
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I hereby certify that a survey was made under my supervision of the following described tracts of land and that iron pipes were set or found as shown on the above plat.

A part of Lot 1 Auditor's Sub. in the N1/2 NW1/4 NE1/4 Sec. 19, Township 75 North, Range 43 West, and a part of Lot 16, Sunkist Acres, in the NE1/4 NW1/4 of Sec. 19, T75N, R43W, more particularly described as follows:

Beginning at the North 1/4 corner of said Sec. 19, and assuming the North line of said Sec. 19 to be running due East and West. Thence S. 02° 02' W. a distance of 25 feet; thence S. 25° 34' W. a distance of 227.68 feet; thence S. 64° 26' E. a distance of 2.0 feet; thence S. 25° 34' W. a distance of 217.45 feet to the North line of Spencer Avenue; thence S. 62° 34' E. a distance of 50 feet; thence N. 25° 34' E. a distance of 156.37 feet; thence S. 73° 36' E. a distance of 70.6 feet; thence S. 89° 59' E. a distance of 661.4 feet; thence N. 1° 56' E. a distance of 66 feet; thence S. 89° 59' E. a distance of 109.6 feet; thence N. 1° 56' E. a distance of 163.82 feet; thence West a distance of 152.02 feet; thence North a distance of 45.0 feet; thence West a distance of 110 feet; thence North a distance of 55.0 feet; thence West a distance of 235.0 feet; thence South a distance of 55.0 feet; thence West a distance of 110.0 feet; thence South a distance of 50.0 feet; thence West a distance of 150.0 feet; thence North a distance of 105.0 feet; thence West a distance of 100 feet to the point of beginning. Said tract containing 6.2 acres and all in the City of Council Bluffs, County of Pottawattamie, State of Iowa.

James N. Johnson
 Reg. No. 3755
 35 North Main Street
 Council Bluffs, Iowa

FINAL PLAT		PROJECT NO. CB-21
ANDERSON'S SECOND ADDITION		SCALE 1" = 50'
COUNCIL BLUFFS, IOWA		PREPARED BY J. N. J.
S. 1/2 NW 1/4 SEC. 19, T. 75N. R. 43W. OF THE 5TH P.M.		CHECKED BY J. N. J.
POTTAWATTAMIE COUNTY, IOWA		DATE 2-16-63
NANCE ENGINEERING Engineers, Designers and Consultants		SHEET NO. 1 OF 5
OMAHA, NEBRASKA	COUNCIL BLUFFS, IOWA	HOMIDGE, S. DAK.