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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 outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
5. Titleholder 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. Easements 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. 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.
9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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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.

HOME REALTY CONSTRUCTION COMPANY, INC.

By Darrell D. Anderson
DARRELL D. ANDERSON, President

STATE OF IOWA)
COUNTY OF POTTAWATTAMIE) SS.

Now on this 9 day of August, 1963, personally appeared before me, a Notary Public in and for Pottawattamie 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 did say that he is the President and only officer of Home Realty Construction Company, Inc. and that the seal affixed to said instrument was signed and sealed on behalf of said Corporation under due authority under the Articles of Incorporation.

Raymond E. Pogge
RAYMOND E. POGGE, Notary Public