

STATE OF IOWA
RECORDED
1990-2242
JAN 11 1990
J. J. Scortino
Notary Public
Iowa

AGREEMENT

NOW on this 31 day of November, 1990, the following individuals being record title owners of all the property and lots located in John Roth's Addition, an Auditor's Subdivision of the N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, Township 74, Range 43, Pottawattamie County, Iowa, hereby agree to revise, renew and readopt the restrictions and covenants of record dated November 15, 1965, and filed November 16, 1965 in Book 1405 at Page 73, Pottawattamie County Recorder's Office, and agree to establish a mutual obligation for street snow removal, street light repair and maintenance, and for the maintenance, upkeep and repair of the existing platted street known as Beverly Manor, as follows:

1. All lots, consisting of Lots 1 through 31 inclusive, are currently divided into 33 residential addresses in Beverly Manor, known as address numbers 1 through 31, inclusive, and address numbers 101 and 201, shall be known, described and used solely as residential lots, and no structures shall be erected on any residential building lot other than one and two-family dwellings, not to exceed two stories in height.

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 10 feet to any side lot line, except a detached garage or storage shed may be erected in the rear yard that is not nearer than 10 feet to any side lot line except those existing prior to November 1, 1990.

3. No residential lot shall be resubdivided into building plots having less than 10,500 square feet of area or a width of less than 150 feet each, nor shall any building be erected on any residential building plot having an area of less than 10,500 feet, except lots 1 and 31, which were previously re-subdivided.

4. No trailer, basement, basement-house, tent, shack, detached garage, storage shed, barn, or other outbuilding shall be erected, or parked in the tract at any time, except as otherwise provided in these restrictions and covenants, and no trailer, basement, basement-house, tent, shack, garage, storage shed, barn, or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

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

6. No building, detached garage, or storage shed 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 of less than 936 square feet if there is an attached single car garage and 1,050 square feet if the garage is under the house.

7. No obnoxious or offensive trade 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. No motor vehicle or recreational vehicle shall be parked in the front yard of any residence except in a paved driveway. No motor vehicle or recreational vehicle shall be parked on the street known as Beverly Manor for a period of time that exceeds 72 hours.

9. A perpetual easement is reserved over the front five (5) feet from the curb into the lot of each lot for utility installations and maintenance of same.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the year 2000, at which time, said covenants shall be extended automatically for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

11. If the parties hereto, or any of them, or their heirs or assigns, grantees, or successors in interest, shall violate any of the covenants or restrictions herein before the year 2000, then in such an event or series of events, it shall be lawful for Beverly Manor Association, Inc., or any other person or persons owning any other lot 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.

12. That the street platted in the above-

described subdivision is known as Beverly Manor, and shall be used for the enjoyment and common use of the parties hereto and parties purchasing lots in this subdivision, their heirs, successors or assigns. That the street is not intended for public use or dedicated for public purposes or to be subject to public or municipal control, but is intended for private use and enjoyment and is and shall remain the sole and exclusive property of said owners, their heirs, successors or assigns, and shall be controlled, improved, graded and maintained by the Beverly Manor Association, Inc., under the following terms and conditions:

A. That the cost of any improvements or additions to the street or any maintenance to the street, or street lights, shall be on a per residence basis, with each residence being assessed a 1/33rd share.

B. The members of the association shall be all persons who are owners of record of any building site in said subdivision. Persons who are purchasing under a contract or agreement of purchase shall be deemed the owners for membership and voting purposes. Such ownership or the purchasing under a contract or agreement of purchases shall be the only qualifications for membership in this association.

When a building site is owned or being purchased by two (2) or more persons, the membership as to such lot shall be joint and the right of such membership, including the voting power arising therefrom, shall be exercised only by the joint action of all owners or purchasers of such lots.

Membership in this association shall lapse and terminate when any member shall cease to be the owner of record of a lot, or upon any member ceasing to be a purchaser thereof under a contract or agreement to purchase.

A lot for the purpose of this agreement shall be taken to be and mean a lot as defined in the restrictions and covenants covering the portion of said property in which the lot is located.

C. The voting power of the members of this association shall be limited to one (1) vote for each residence, owned or under purchase contracts by such members.

D. That a non-profit corporation designated as Beverly Manor Association, Inc. shall be formed and that each residence in said subdivision upon which a permanent

residence has been erected, whose record title owners executed this Agreement, shall pay each year an assessment determined by a five (5) member board elected by the lot owners of said subdivision, with no more than one board member per residence, the first board to be elected with thirty (30) days from the filing of this Agreement with staggered terms as determined at the first meeting.

E. That said board shall determine the annual assessment by a majority of three (3), and said assessments shall then be collected from each residence owner. That the yearly assessment cannot exceed \$100.00 per calendar year unless approved by a majority of the association members.

F. That this administrative board shall be elected at an annual meeting to be held on the third Sunday of September each year by written ballot and that each residence shall have one (1) vote in the election of said board.

G. That the failure of any lot owner upon which a permanent residence is erected to pay the yearly assessment shall be deemed to authorize the said board to file with the County Recorder in and for Pottawattamie County, at Council Bluffs, Iowa, a certified lien in the amount of said assessment and said filing shall automatically be deemed a lien upon said real estate in favor of said association, with the same force and effect as any other judgment or lien of public record.

13. No fence shall be allowed to extend beyond the front of any residential building, except for fences existing prior to November 1, 1990.

14. Invalidation of any one of the covenants and restrictions herein contained by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

15. By the acceptance of any deed or conveyance of any lot in the subdivision, the grantee automatically agrees to uphold and comply with the foregoing restrictions and covenants.

p\roth's.agr

OWNERS IN JOHN ROTH'S ADDITION and
BEVERLY MANOR ASSOCIATION, INC. members:

William B. Humphreys
Brooks Humphreys aka
William B. Humphreys

Gary B. Fields
Gary B. Fields

Michael P. Messerli
Michael P. Messerli
a/k/a Mike Messerli

Edwin Smith
Edwin Smith
a/k/a Jack Smith

Gene A. Sturm
Gene A. Sturm

Kenneth D. Toms
Kenneth D. Toms
a/k/a Ken Toms

Samuel A. Calabro
Samuel A. Calabro
a/k/a Sam Calabro

Billie J. Kirkendall
Billie J. Kirkendall

Jack R. Graham
Jack R. Graham

Kenneth D. Carter
Kenneth D. Carter
a/k/a Ken Carter

Albert F. Gallo
Albert F. Gallo

Michael L. Massman
Michael L. Massman

Richard D. Ward
Richard D. Ward
a/k/a Dick Ward

James E. Cline, Jr.
James E. Cline, Jr.
a/k/a Jim Cline

Cynthia J. Humphreys
Cynthia J. Humphreys
a/k/a Cindy Humphreys

Jolene Fields
Jolene Fields

Linda J. Messerli
Linda J. Messerli

Sharon Smith
Sharon Smith

Bonnie K. Sturm
Bonnie K. Sturm

Sheri Toms
Sheri Toms

Jackie Calabro
Jacqueline Calabro
a/k/a Jackie Calabro

Joanne W. Graham
Joanne W. Graham

Susan M. Carter
Susan M. Carter
a/k/a Sue Carter

Bernice M. Gallo
Bernice M. Gallo

Linda J. Massman
Linda J. Massman

Rita K. Ward
Rita K. Ward

Deborah J. Cline
Deborah J. Cline
a/k/a Deb Cline

OWNERS IN JOHN ROTH'S ADDITION and
BEVERLY MANOR ASSOCIATION, INC. members:

Kathryn G. Jacobs
Kathryn G. Jacobs
a/k/a Kathy Jacobs

Joseph B. Athey
Joseph B. Athey
a/k/a Joe Athey

Robert H. Maynard
Robert H. Maynard
a/k/a Bob Maynard

Jerome V. Thielen
Jerome V. Thielen
a/k/a Jerry Thielen

Phil R. Caniglia
Phil R. Caniglia

David J. Anderson
David J. Anderson

Lyle C. Peterson
Lyle C. Peterson

Thomas F. Meissner
Thomas F. Meissner, Jr.
a/k/a Tom Meissner

Millicent Elonich
Millicent Elonich
a/k/a Myllie Elonich

Peter D. Krause
Peter D. Krause
a/k/a Pete Krause

James G. O'Brien
James G. O'Brien

Ronald D. Barber
Ronald D. Barber
a/k/a Ron Barber

Bryce Kerr
Bryce Kerr
a/k/a G. Bryce Kerr

Thana G. Athey

Cathy A. Maynard
Cathy A. Maynard

Wanda M. Thielen
Wanda M. Thielen

Norena K. Caniglia
Norena K. Caniglia

Barbara J. Anderson
Barbara J. Anderson
a/k/a Barb Anderson

Jermane K. Peterson
Jermane K. Peterson
a/k/a Gerri Peterson

Diane L. Meissner
Diane L. Meissner

Karen Ann Krause
Karen Ann Krause

Suzanne K. O'Brien
Suzanne K. O'Brien

Kathleen A. Barber
Kathleen A. Barber
a/k/a Tina Barber

Sharon Lee Kerr
Sharon Lee Kerr

OWNERS IN JOHN ROTH'S ADDITION and
BEVERLY MANOR ASSOCIATION, INC. members:

Frank N. Lewis
Frank N. Lewis

Peggy O. Lewis
Peggy O. Lewis
a/k/a Peg Lewis

Larry C. Harriman
Larry C. Harriman

Mary J. Harriman
Mary J. Harriman
a/k/a Jolene Harriman

Mark L. McGruder
Mark L. McGruder

Janet M. McGruder
Janet M. McGruder

Fred J. Fromi
Fred J. Fromi

Marilyn G. Fromi
Marilyn G. Fromi

Danny E. Lynch
Danny E. Lynch
a/k/a Dan Lynch

Mary A. Lynch
Mary A. Lynch

John W. Hahn
John W. Hahn

Lorraine E. Hahn
Lorraine E. Hahn

STATE OF IOWA)
COUNTY OF) ss.
POTTAWATAMIE)

Now, on the 26th day of December, 1990, the undersigned, a Notary Public in and for Pottawattamie County in the State of Iowa states that between the dates December 2 and December 26, 1990, personally appeared William B. Humphreys, Cindy Humphreys, Gary D. Fields, Jolene Fields, Michael P. Messerli, Linda J. Messerli, Edwin Jack Smith, Sharon Smith, Gene A. Sturm, Bonnie K. Sturm, Kenneth Toms, Sheri Toms, Samual A. Calabro, Jacqueline Calabro, Billie J. Kirkendall, Kenneth D. Carter, Susan M. Carter, Albert F. Gallo, Bernice Gallo, Michael L. Massman, Linda J. Massman, Richard D. Ward, Rita K. Ward, Robert H. Maynard, Cathy A. Maynard, Jerome V. Thielen, Wanda Thielen, Phil R. Caniglia, Norena K. Caniglia, David J. Anderson, Barbara J. Anderson, Lyle C. Peterson, Jermane K. Peterson, Thomas F. Meissner, Diane L. Meissner, Millicent Elonich, Peter D. Krause, Karen Ann Krause, James G. O'Brien, Suzanne K. O'Brien, Ronald D. Barber, Kathleen A. Barber, Bryce Kerr, Sharon Lee Kerr, Frank N. Lewis, Peggy C. Lewis, Larry C. Harriman, Jolene Harriman, Mark L. McGruder, Janet McGruder, Marilyn G. Fromi, Danny E. Lynch, Mary A. Lynch, John W. Hahn and Lorraine E. Hahn, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their

voluntary act and deed, in my presence.

NOTARY PUBLIC In and For
Pottawattamie County, Iowa



Joanne W. Graham
JOANNE W. GRAHAM

STATE OF IOWA)
COUNTY OF) ss.
POTTAWATTAMIE)

On this 2nd day of December, 1990, the undersigned, a Notary Public in and for Pottawattamie County in the State of Iowa, states that on December 2, 1990, personally appeared Jack R. Graham and Joanne W. Graham, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed in my presence.

NOTARY PUBLIC In and For
Pottawattamie County, Iowa



Phil R. Caniglia
PHIL R. CANIGLIA

STATE OF IOWA)
COUNTY OF) ss.
POTTAWATTAMIE)

On this 30th day of December, 1990, the undersigned, a Notary Public in and for Pottawattamie County in the State of Iowa, states that on December 30, 1990, personally appeared Fred Fromi, Joseph B. Athey and Kathryn G. Jacobs, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed in my presence.

NOTARY PUBLIC In and For
Pottawattamie County, Iowa




PHIL R. CANIGLIA

STATE OF IOWA)
COUNTY OF) ss.
POTTAWATTAMIE)

On this 31st day of December, 1990, the undersigned, a Notary Public in and for Pottawattamie County in the State of Iowa, states that on December 31, 1990, personally appeared James E. Cline, Jr. and Deborah J. Cline, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed in my presence.

NOTARY PUBLIC In and For
Pottawattamie County, Iowa




PHIL R. CANIGLIA

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