

Ordinance

RESTRICTIONS AND COVENANTS UPON THE REAL ESTATE KNOWN AS:
BROADVIEW TERRACE ADDITION TO THE CITY OF COUNCIL BLUFFS, IOWA

WHEREAS, R. Jack Andersen and Leslie C. Andersen are now the owners of all the property and lots contained in Broadview Terrace Addition to the City of Council Bluffs, in Pottawattamie County, and State of Iowa, and,

WHEREAS, the said R. Jack Andersen and Leslie C. Andersen desire to restrict all of the above described property as hereinafter stated for their benefit and for the benefit of all future owners of lots in said Subdivision:

NOW, THEREFORE, the said R. Jack Andersen and Leslie C. Andersen do hereby create and establish the following restrictions which shall become binding on all the above described property in said Subdivision and also upon the grantees or owners at any time of any of the above described lots in said Subdivision to the extent herein indicated, to-wit:

1. All lots described herein shall be known, described and used solely as residential lots, and no structure shall be erected on any residential building lot other than on detached single family dwelling not to exceed two stories in height and a one or two car garage.
2. No building shall be erected on any residential building plot 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. The side line restriction shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots no structure shall be permitted nearer than 25 feet to the side street line.
3. No residential lot shall be resubdivided into building plots having less than 3,000 square feet of area or a width of less than 50 feet each, nor shall any building be erected on any residential building lot having an area of less than 4,000 feet.
4. No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
5. Title holder of each lot, vacant or improved, shall keep 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 ground floor square foot area of less than 900 square feet in the case of a one story structure nor less than 800 square feet in the case of a one and one-half or two story structure.
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. A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.
9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 1977, at

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which time said Covenants shall be automatically extended for successive periods of ten 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.

10. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the Covenants or Restrictions herein before 1977, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

11. Invalidation of any one of these covenants or judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

12. By the acceptance of any deed or conveyance to any lot in said subdivision, the grantees therein shall agree to uphold and comply with the foregoing restrictions and covenants.

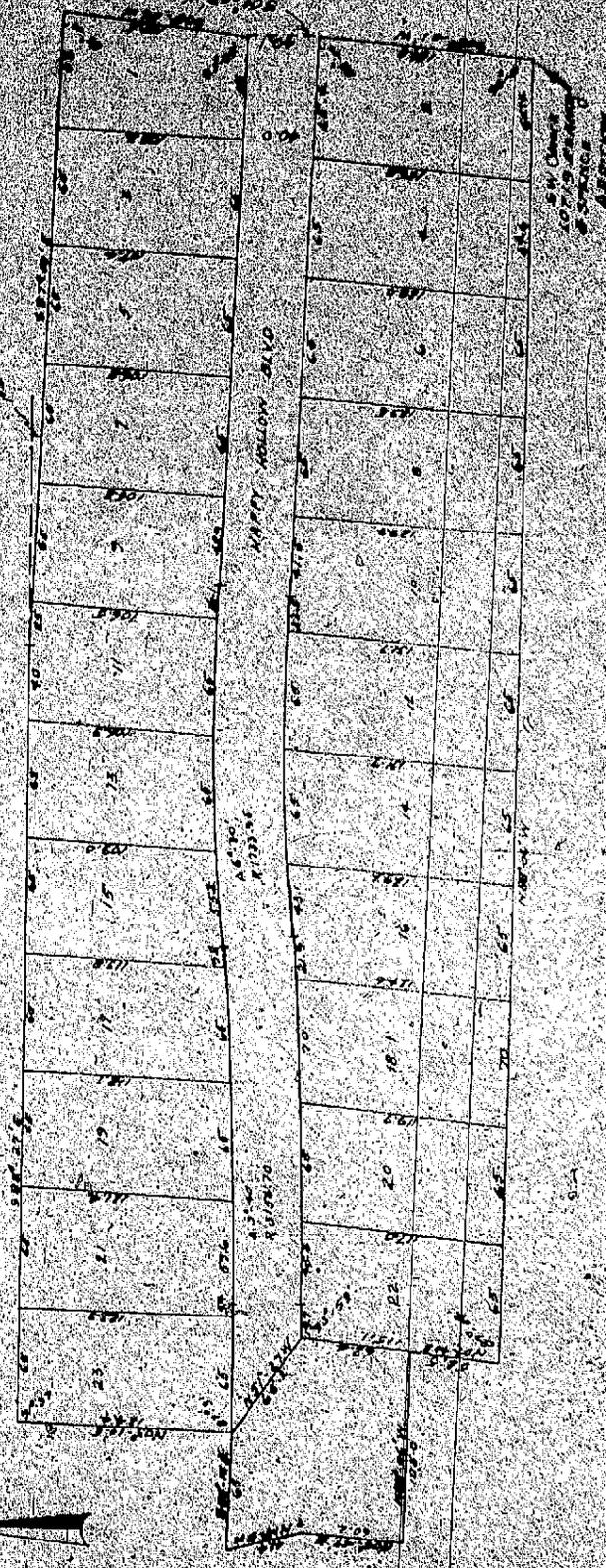
R. Jack Andersen
Leslie C. Andersen

STATE OF IOWA)
COUNTY OF POTTAWATTAMIE) ss.

Now, on this 23rd day of May, 1986, before me, a Notary Public in and for Pottawattamie County, Iowa, personally appeared R. Jack Andersen and Leslie C. Andersen, husband and wife, 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.

William E. Long
NOTARY PUBLIC IN AND FOR POTTAWATTAMIE COUNTY

10/11/21



BROADVIEW TERRACE

William A. Hogue