

COMPARED

DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR

**CEDARVALE SUBDIVISION REPLAT**  
A REPLAT OF CEDARVALE SUBDIVISION LOCATED  
IN PART OF THE SE 1/4 SECTION  
22, TOWNSHIP 74 NORTH, RANGE 43 WEST  
OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA

THIS DECLARATION, made this 7th day of July  
1982, by the undersigned,

WITNESSETH:

WHEREAS, the undersigned are the owners of the real estate described in Clause I of this Declaration, and are desirous of subjecting the real property described in said Clause I to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, the undersigned hereby declares that the real property described in and referred to in Clause I hereof, is and shall be held, transferred, sold and conveyed, subject to the conditions, restrictions, covenants, reservations, easements, liens and charges herein set forth.

**CLAUSE I**

Property Subject to this Declaration

The real property which is, and shall be, held and shall be conveyed, transferred, and sold, subject to these conditions, restrictions, reservations, easements, liens and charges, with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in Pottawattamie County, State of Iowa, and is more particularly described in the Cedarvale Subdivision Replat, a replat of Cedarvale Subdivision located in Part of the Southeast Quarter Section 22 Township 74

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other suitable type of permanent building.

C. No building shall be erected on any lot unless the design and location is in harmony with the existing structures and locations in the tract and does not violate any of these covenants. In any case, no dwelling having a ground floor square foot area of less than 1,092 square feet in the case of a one (1) story structure, nor less than 700 square feet in the case of a one and one-half (1½) story or two (2) story structure, shall be permitted on any lot described herein.

D. The titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris. It is further provided herein that during the construction of any dwelling on any lot, the contractor shall not store any building materials on said lot, unless the same are placed in an enclosed building.

E. No obnoxious nor offensive trades 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.

F. All lots shall have a 75 foot front setback, and all wells shall be located within the front yard area of said lot, and all optic systems shall be located in the rear yard area of said lots.

G. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

H. 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 twenty-five (25) years from the date these Covenants are recorded, and said Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the then majority of the owners of the building sites covered by these Covenants it is agreed to change such Covenants in whole or in part.

EXECUTED on the date above set forth.

  
LUCANGELA VACANTI

North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa attached hereto and incorporated herein by reference.

No property other than that described above shall be subject to this Declaration, unless and until specifically made subject thereto.

CLAUSE II

General Purposes of Conditions

The real property described in Clause I hereof is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof, to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, as far as practical, the natural beauty of said property; to guard against the erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvements in said property, and thereby to enhance the values of investments made by the purchasers of building sites therein.

A. All lots described herein shall be known, described, and used solely as residential lots, and no structures shall be erected on any lot other than one detached single-family dwellings, not to exceed two stories in height and a two and one-half car garage.

B. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

A motor boat, houseboat, or similar water-borne vehicle may be maintained, stored, or kept on any parcel of property covered by these covenants, only if housed completely within the family garage or

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Sandra I. Vacanti  
SANDRA I. VACANTI

Alfio Alfredo Vacanti  
ALFIO ALFREDO VACANTI

Patra B. Vacanti  
PATRA B. VACANTI

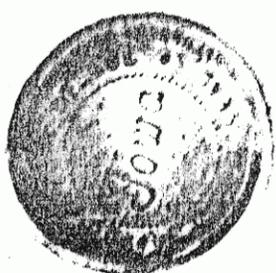
Sebastiano Vacanti  
SEBASTIANO VACANTI

Josephine Vacanti  
JOSEPHINE VACANTI

STATE OF IOWA )  
POTTAWATTAMIE COUNTY ) SS.

On this 7th day of July, 1987, personally appeared before me, a Notary Public in and for said County and State, Arcangelo Vacanti, Sandra I. Vacanti, Alfio Alfredo Vacanti, Patra B. Vacanti, Sebastiano Vacanti, and Josephine Vacanti, to me known to be the persons named in and who signed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Arcangelo Vacanti  
NOTARY PUBLIC



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