

RESTRICTIONS AND COVENANTS UPON THE REAL ESTATE KNOWN AS:
DUGGAN AND KJELDGAARD FIRST ADDITION TO COUNCIL BLUFFS, IOWA

WHEREAS, Western Iowa Development Corporation, Council Bluffs, Iowa, is the owner of all the property and lots contained in Duggan and Kjeldgaard First Addition to Council Bluffs, Pottawattamie County, Iowa, and

WHEREAS, the said Western Iowa Development Corporation desires 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 addition;

NOW, THEREFORE, the said Western Iowa Development Corporation does hereby create and establish the following restrictions which shall become binding on all the property and lots in Duggan and Kjeldgaard First Addition to Council Bluffs, Iowa, and also upon the owner or owners at any time of any of the above described lots in said addition to the extent herein indicated:

1. LAND USE AND BUILDING TYPE - 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 which shall be less than 25 feet in height from the front lot line, or shall be less than 10 feet in any side lot line.

3. NO BUILDING SHALL BE ERECTED EXCEPT ON THE LOTS AS INDICATED and all lots shall be subdivided into building lots.

4. TEMPORARY STRUCTURES - No structure of temporary nature, such as sheds, garages, barns, or other outbuildings shall be erected on any lot as a residence of the temporary or permanent.

5. THE HOLDER OF EACH LOT, OR PART OF IMPROVED, SHALL KEEP THE LOT and all lots free of weeds and debris.

6. BUILDING SHALL BE CREATED ON ANY LOT UNLESS THE DESIGN AND LOCATION IS in harmony with existing structures and locations in the block and does not violate any protective covenants. In any case, no building shall be permitted on any lot described herein, having a square foot area of less than 1,000 square feet.

7. NO NOISY OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON or performed on any lot shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. EASEMENTS - Easements for installation and maintenance of utility lines and drainage facilities are reserved as shown on the recorded plan and over the positive fee lot of each lot. Within these easements, no structure, excavation, 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 on each lot and all improvements thereon shall be maintained continuously by the owner of the lot, except for those improvements for which the utility authority or utility company is responsible.

9. SIGNS. 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. OIL AND MINING OPERATIONS. 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.

11. LIVESTOCK AND POULTRY. 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. GARBAGE AND REFUSE DISPOSAL. 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. WATER SUPPLY. 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. SEWAGE DISPOSAL. 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. TERM. 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 an event or series of events, it shall 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.

WESTERN IOWA DEVELOPMENT CORPORATION

BY: *J. F. Duggan*
J. F. DUGGAN, President

R. C. Kjelogaard
R. C. KJELOGAARD, Vice-Treasurer