

COMPARED

1229-79

Vergamini
3rd AddRESTRICTIONS AND COVENANTS UPON THE REAL ESTATE KNOWN AS
VERGAMINI 3RD ADDITION TO THE CITY OF COUNCIL BLUFFS, IOWA.

Whereas, said parties are now the owners of all the property and lots contained in Vergamini's Third Addition to the City of Council Bluffs, in Pottawattamie County and State of Iowa, and, they 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 addition.

Now, therefore, they do hereby create and establish the following restrictions which shall become binding on all the property and lots in Vergamini's Third Addition to the City of 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, to-wit:

1. All lots described herein 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 4 feet to any side lot line.

3. No residential lot shall be resubdivided into building plots having less than 5000 square feet of area or a width of less than 50 feet each, nor shall any building be erected on any residential building plot having an area of less than 5000 feet.

4. No trailer, basement, basement-house, tent, shack, garage, barn or other out-building, shall be erected, or parked, in the tract at any time and no trailer, basement, basement-house, tent, shack, garage, barn or other out building 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 have the responsibility of keeping his lot or lots free of weeds or debris.

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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, and no building shall be erected on any lot unless a copy of all plans and specifications of said building are submitted to the undersigned for their approval. This submission for approval shall apply to any building erected within ten years from the date of the execution of this instrument. In any case, no dwelling shall be permitted on any lot described herein having a square foot area of less than 900 square feet. Two-story houses shall have a first floor square foot area of not less than 700 square feet.

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 front five feet of each lot for utility installations and maintenance of same.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 1975, at which time said covenants shall be extended, automatically, for successive periods of 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.

10. 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 before the year 1975, 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.

COMPOSED

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11. Invalidation of any one of the covenants herein contained by judgment or court order shall in no way 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 the said addition, the grantee automatically agrees to uphold and comply with the foregoing restrictions and covenants.

Dated this 9th day of March, 1959.

Leo Vergamini
LEO VERGAMINI

Rodella Vergamini
RODELLA VERGAMINI

Subscribed and sworn to before me, a Notary Public in and for Pottawattamie County, Iowa, on this 9th day of March, 1959.

Notary J. Davis
NOTARY PUBLIC