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Vergamini 7th Add

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RESTRICTIONS AND COVENANTS UPON THE REAL ESTATE KNOWN AS
VERGAMINI 7th ADDITION TO THE CITY OF COUNCIL BLUFFS, IOWA.

Whereas, Vergamini Development Company, Inc., is now the owner of all the property and lots contained in Vergamini 7th Addition, to the City of Council Bluffs, in Pottawattamie County, State of Iowa, and, it desires to restrict all of the above described property as hereinafter stated for its benefit and for the benefit of all future owners of lots in said addition.

Now, therefore, it does hereby create and establish the following restrictions which shall become binding on all the property and lots in Vergamini 7th Addition to the City of Council Bluffs, Iowa, and also upon the owner, or owners at any time or 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, except on Lot 53. On Lot 53 any structure may be erected thereon which complies with the City

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responsibility of keeping his lot or lots free of weeds or 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 square foot area of less than 850 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 of 5 feet is reserved over the rear and sides of all lots for the installation and maintenance of utilities. This shall include the right to trim or remove trees as necessary to maintain reasonable clearances for the utility lines.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 1983, 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.

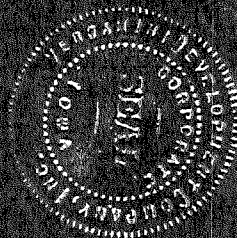
10. If the parties hereto, or any of them, or their heirs or assigns, grantees, or successors in interest, shall violate or attempt to violate any of the covenants or restrictions herein before the year 1983, then and in such an event or series of events,

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the said addition, the grantee automatically agrees to uphold and comply with the foregoing restrictions and covenants.

Dated this 5 day of December, 1963.



VERGAMINI DEVELOPMENT COMPANY, INC.

BY: Leo Vergamini
LEO VERGAMINI - PRESIDENT

BY: Rodella Vergamini
RODELLA VERGAMINI - VICE PRESIDENT

STATE OF IOWA }
COUNTY OF POTTAWATTAMIE } ss.

On this 5 day of December, 1963, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Leo Vergamini and Rodella Vergamini, to me personally known, who, being by me duly sworn, did say that they are the President and Vice-President respectively, of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by its authority and that the said Leo Vergamini and Rodella Vergamini acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.