

WEAVERS 1ST ADD

1058-17

File No. 24649

Feb. 2, 20

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RESTRICTIVE COVENANTS RELATIVE TO WEAVERS FIRST ADDITION

KNOW ALL MEN BY THESE PRESENTS:

That Harmony Homes, as the proprietor of that subdivision known as Weavers First Addition, for the purpose of establishing a general building plan covering the said subdivision for the protection of and benefit to the purchasers of lots in said subdivision, hereby declare that the following restrictive covenants shall apply to and restrict all those lots in Weavers First Addition:

1. All lots described herein shall be known, used, and held as residential lots, and no structure shall be erected on any residential building lot other than and outside of the family dwelling not to exceed two stories in height and one or two car spaces.
2. No building shall be erected on any residential building lot nearer than 10 feet to nor farther than 10 feet from the front lot line, nor nearer than 5 feet to the side lot line; the side line restriction shall not apply to a garage located on a lot, except that on corner lots no structure shall be permitted nearer than 10 feet to the other side of the lot.
3. No residential lot shall be subdivided into smaller lots having less than 400 square feet of area; no residential lot less than 40 feet wide, nor shall any building be erected on any residential building lot having an area of less than 400 square 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 use his lot or lots free of weeds and debris.
6. No building shall be erected on any lot unless the location 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 less than 672 square feet in the case of a one story structure nor less than 1160 square feet in the case of a one and one-half or two story structure.
7. No noxious 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 the parties and all persons claiming under them until 10 years, at 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

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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 10 years, it shall be lawful for any other persons 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 by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

And said Harmony Homes, as the proprietor of Weaver's First Addition, hereby agrees with the purchasers and prospective purchasers of lots in Weaver's First Addition to convey all of said lots subject to the foregoing covenants save and except Lot 127 which may be conveyed to the City of Council Bluffs for street purposes.

HARMONY HOMES

Paul E. Weaver

Paul E. Weaver
President

Bernice A. Weaver Attest:

Paul E. Weaver
Board of Directors

Bernice A. Weaver
Secretary

STATE OF IOWA)
) S.S.
POTTAWATTAMIE COUNTY)

On this 27th day of October, 1951, before me, Addison C. Kistler, Notary Public in and for Pottawattamie County, Iowa, personally appeared Paul E. Weaver and Bernice A. Weaver, to me personally known who being by me duly sworn did say that they are the President and Secretary of Harmony Homes; that the seal affixed to this instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of ~~the~~ said corporation by authority of its Board of Directors; and the said Paul E. Weaver and Bernice A. Weaver acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Addison C. Kistler
Notary Public in and for Pottawattamie County
Iowa

FILED FOR RECORD AND DULY RECORDED IN MY OFFICE ON THIS 29 DAY OF October
1951 AT 10 O'CLOCK, 15 MINUTES, A.M.
E. CHRISTENSEN, RECORDER. BY DEPUTY.