

Book 1161 Page 340

HARMONY HOMES, AN IOWA
CORPORATION,

TO

THE PUBLIC.

* RESTRICTIVE COVENANTS RELATING
* TO WEAVER'S THIRD ADDITION,
* A SUBURBAN SUBDIVISION IN
* POTTAWATTAMIE COUNTY, IOWA.
*
*

KNOW ALL MEN BY THESE PRESENTS:

That HARMONY HOMES, an Iowa corporation, as the proprietor of that subdivision known as Weaver's Third Addition to the City of Council Bluffs, Iowa, 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 protective covenants shall apply to and restrict as to all lots in said Weaver's Third Addition to the city of Council Bluffs, Iowa:

1. All lots described herein shall be used solely as residential lots for one or two-family residences, and no structure shall be erected on any residential building lot other than one single family dwelling or two-family dwelling, and not to exceed two stories in height and a one, two, or three-car garage.

2. No building shall be erected on any residential building plot nearer than 20 feet to nor farther than 40 feet from the front lot line, nor nearer than 5 feet to any side lot line.

3. No residential lot shall be resubdivided nor shall more than one residence be erected on any lot.

4. No trailer, basement, tent, shack, garage, barn nor other outbuilding 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 keep his lot or lots free of weeds and 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

-2-

described herein, having a ground floor square foot area of less than 672 square feet, for one family dwelling, or double said area for two family dwelling, in the case of a one-story structure nor less than 400 square feet in the case of a one and one-half or two story structure as to one-family dwelling, and double said area for two-family dwelling.

7. No noxious or offensive trade shall be carried 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 and over five feet along each side of each lot for 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 the parties and all persons claiming under them for 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 change the said covenants in whole or in part.

10. If the parties hereto, or any of them, or their heirs, successors or assigns shall violate or attempt to violate any of the Covenants or Restrictions herein before 10 years, or any extension thereof, it shall be lawful for any other person 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.

-3-

12. Harmony Homes, as the proprietor of Weaver's Third Addition, hereby agrees with the purchasers and prospective purchasers of lots in Weaver's Third Addition to convey all of said lots subject to the foregoing covenants.

HARMONY HOMES

BY

PRESIDENT

AND

SECRETARY

STATE OF IOWA

POTTAWATTAMIE COUNTY

ss.

On this 5th day of May, 1956, before me, a Notary Public in and for said county, 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 respectively of said Weaver, Incorporated, an Iowa Corporation; that the seal affixed to said instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and the said Paul E. Weaver, President and Bernice A. Weaver, Secretary, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

NOTARY PUBLIC