

Barnes 1st Add - Treynor

1357-487 on 3-26-64

COMPARED

RESTRICTIVE COVENANTS

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KNOW ALL MEN BY THESE PRESENTS:

That John J. H. Schnepel and Elfreda M. Schnepel (as Contract Sellers) and Betty Barnes and D. F. Barnes (as Contract Purchasers), are the owners in fee simple of the following described real estate in Pottawattamie County, Iowa, to-wit:

A part of the E½ of the NW¼ NE¼, Section 7, Township 74, Range 41 described as follows: Commencing at a point which is 650 feet East and South 00°06' East 527.0 feet, from the North 1/4 corner of said Section 7; thence East 330.0 feet; thence North 00°06' West 60.0 feet; thence East 135.0 feet; thence South 00°06' West 460.0 feet; thence West 465.0 feet; thence North 00°06' East 400.0 feet to point of beginning.

Lots 1 through 8, inclusive, all in Block 1 and Lots 1 through 4, inclusive, all in Block 2, all of said real estate being located in Barnes' First Addition to the Town of Treynor, Iowa.

That the said persons are the respective owners of all of the lots in said addition and for the purpose of establishing a general building plan covering said addition and for the protection of and benefit to the purchasers of lots in said addition, do hereby declare that the following protective covenants shall apply to and restrict as to all lots in said Barnes' First Addition to the Town of Treynor, Iowa:

1. All lots described herein shall be used only as residential for single or multiple family residences and no structure shall be erected on any residential building lot other than a single or multiple family dwelling, not to exceed two stories in height, to have only a one, two or three car garage and of not less than 800 square feet of floorspace per living unit.

2. No building shall be erected on any residential building plot nearer than thirty (30) feet to nor farther than thirty-five (35) feet from the front lot line, nor nearer than five (5) feet to any side lot line. The side line restrictions shall not apply to a

garage located on the rear one-quarter of a lot, except that on corner lots no structure shall be permitted nearer than twelve and one-half (12½) feet to the side street line.

3. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than seventy (70) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than eight thousand seven hundred fifty (8,750) 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. No building shall be erected on any lot unless the design and location is in harmony with existing structures and locations in the addition, 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 of less than one thousand (1,000) square feet for a one-family dwelling, or less than eight hundred (800) square feet per living unit in a multiple dwelling in the case of a one story structure; no less than eight hundred (800) square feet on the ground floor in the case of a one and one-half (1½) or two (2) story structure, as to a one-family dwelling and each multiple dwelling, eight hundred square feet of floor space per living unit.

6. Titleholder or purchaser under contract, as the case may be, of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.

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 rear five (5) feet of each lot for utility installation and maintenance.

