

FAIRWOOD SECOND ADDITION
 LOTS 148 TO 268



ABANDONED R.R. ROW

LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA
148	165	151	162	154	159	153	160	152	161
149	164	152	161	155	158	157	163	156	164
150	163	153	162	158	157	160	161	159	165
151	162	154	161	161	156	164	165	162	166
152	161	155	160	162	155	166	167	163	167
153	160	156	159	163	154	167	168	164	168
154	159	157	158	164	153	168	169	165	169
155	158	158	157	165	152	169	170	166	170
156	157	159	156	166	151	170	171	167	171
157	156	160	155	167	150	171	172	168	172
158	155	161	154	168	149	172	173	169	173
159	154	162	153	169	148	173	174	170	174
160	153	163	152	170	147	174	175	171	175
161	152	164	151	171	146	175	176	172	176
162	151	165	150	172	145	176	177	173	177
163	150	166	149	173	144	177	178	174	178
164	149	167	148	174	143	178	179	175	179
165	148	168	147	175	142	179	180	176	180
166	147	169	146	176	141	180	181	177	181
167	146	170	145	177	140	181	182	178	182
168	145	171	144	178	139	182	183	179	183
169	144	172	143	179	138	183	184	180	184
170	143	173	142	180	137	184	185	181	185
171	142	174	141	181	136	185	186	182	186
172	141	175	140	182	135	186	187	183	187
173	140	176	139	183	134	187	188	184	188
174	139	177	138	184	133	188	189	185	189
175	138	178	137	185	132	189	190	186	190
176	137	179	136	186	131	190	191	187	191
177	136	180	135	187	130	191	192	188	192
178	135	181	134	188	129	192	193	189	193
179	134	182	133	189	128	193	194	190	194
180	133	183	132	190	127	194	195	191	195
181	132	184	131	191	126	195	196	192	196
182	131	185	130	192	125	196	197	193	197
183	130	186	129	193	124	197	198	194	198
184	129	187	128	194	123	198	199	195	199
185	128	188	127	195	122	199	200	196	200
186	127	189	126	196	121	200	201	197	201
187	126	190	125	197	120	201	202	198	202
188	125	191	124	198	119	202	203	199	203
189	124	192	123	199	118	203	204	200	204
190	123	193	122	200	117	204	205	201	205
191	122	194	121	201	116	205	206	202	206
192	121	195	120	202	115	206	207	203	207
193	120	196	119	203	114	207	208	204	208
194	119	197	118	204	113	208	209	205	209
195	118	198	117	205	112	209	210	206	210
196	117	199	116	206	111	210	211	207	211
197	116	200	115	207	110	211	212	208	212
198	115	201	114	208	109	212	213	209	213
199	114	202	113	209	108	213	214	210	214
200	113	203	112	210	107	214	215	211	215
201	112	204	111	211	106	215	216	212	216
202	111	205	110	212	105	216	217	213	217
203	110	206	109	213	104	217	218	214	218
204	109	207	108	214	103	218	219	215	219
205	108	208	107	215	102	219	220	216	220
206	107	209	106	216	101	220	221	217	221
207	106	210	105	217	100	221	222	218	222
208	105	211	104	218	99	222	223	219	223
209	104	212	103	219	98	223	224	220	224
210	103	213	102	220	97	224	225	221	225
211	102	214	101	221	96	225	226	222	226
212	101	215	100	222	95	226	227	223	227
213	100	216	99	223	94	227	228	224	228
214	99	217	98	224	93	228	229	225	229
215	98	218	97	225	92	229	230	226	230
216	97	219	96	226	91	230	231	227	231
217	96	220	95	227	90	231	232	228	232
218	95	221	94	228	89	232	233	229	233
219	94	222	93	229	88	233	234	230	234
220	93	223	92	230	87	234	235	231	235
221	92	224	91	231	86	235	236	232	236
222	91	225	90	232	85	236	237	233	237
223	90	226	89	233	84	237	238	234	238
224	89	227	88	234	83	238	239	235	239
225	88	228	87	235	82	239	240	236	240
226	87	229	86	236	81	240	241	237	241
227	86	230	85	237	80	241	242	238	242
228	85	231	84	238	79	242	243	239	243
229	84	232	83	239	78	243	244	240	244
230	83	233	82	240	77	244	245	241	245
231	82	234	81	241	76	245	246	242	246
232	81	235	80	242	75	246	247	243	247
233	80	236	79	243	74	247	248	244	248
234	79	237	78	244	73	248	249	245	249
235	78	238	77	245	72	249	250	246	250
236	77	239	76	246	71	250	251	247	251
237	76	240	75	247	70	251	252	248	252
238	75	241	74	248	69	252	253	249	253
239	74	242	73	249	68	253	254	250	254
240	73	243	72	250	67	254	255	251	255
241	72	244	71	251	66	255	256	252	256
242	71	245	70	252	65	256	257	253	257
243	70	246	69	253	64	257	258	254	258
244	69	247	68	254	63	258	259	255	259
245	68	248	67	255	62	259	260	256	260
246	67	249	66	256	61	260	261	257	261
247	66	250	65	257	60	261	262	258	262
248	65	251	64	258	59	262	263	259	263
249	64	252	63	259	58	263	264	260	264
250	63	253	62	260	57	264	265	261	265
251	62	254	61	261	56	265	266	262	266
252	61	255	60	262	55	266	267	263	267
253	60	256	59	263	54	267	268	264	268
254	59	257	58	264	53	268	269	265	269
255	58	258	57	265	52	269	270	266	270
256	57	259	56	266	51	270	271	267	271
257	56	260	55	267	50	271	272	268	272
258	55	261	54	268	49	272	273	269	273
259	54	262	53	269	48	273	274	270	274
260	53	263	52	270	47	274	275	271	275
261	52	264	51	271	46	275	276	272	276
262	51	265	50	272	45	276	277	273	277
263	50	266	49	273	44	277	278	274	278
264	49	267	48	274	43	278	279	275	279
265	48	268	47	275	42	279	280	276	280
266	47	269	46	276	41	280	281	277	281
267	46	270	45	277	40	281	282	278	282
268	45	271	44	278	39	282	283	279	283

DRAWING NUMBER
61-2075-1

TITLE
FINAL PLAT

DATE
3-8-61

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SCOTT

BOOK 1290 PAGE 399

25269

9-19-61

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DECLARATION OF PROTECTIVE COVENANTS

This declaration made this 18th day of September, 1961.

By B. H. Buras and Salvina E. Buras, hereinafter referred to as "Declarants".

WITNESSETH, that,

Declarants are the owners of the real property situated in the county of Pottawattamie, State of Iowa, platted as Fairwood Second Addition, a subdivision and hereby imposes upon and subjects all of the lots in said addition to the following conditions, restrictions, reservations and covenants for the benefit of said property and its present and future owners and agrees that as Declarants convey each lot the conveyance shall be made subject thereto.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 900 square feet in the case of a one-story structure, nor less than 800 square feet in the case of a one and one-half or two-story structure, exclusive of porches and garages.

3. In any event, no building shall be located on any lot nearer than 25 feet to front lot line, or nearer than 5 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that a three foot side yard shall be permitted for a garage or other accessory building located 60 feet, or more, from the minimum building setback line. No dwellings shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another.

Handwritten mark resembling a stylized 'S' or 'P'.

Setback

lot.

4. No dwelling shall be erected or placed on any lot having a width of less than 52 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 9000 square feet.

5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No structure of a temporary character trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

7. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

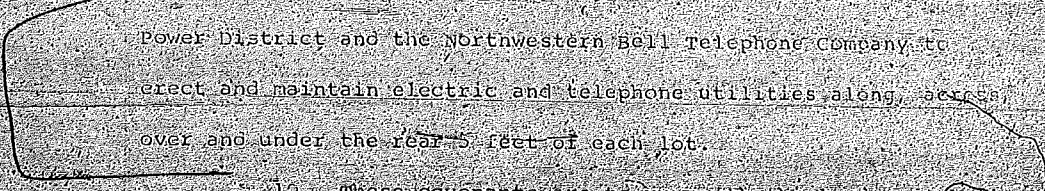
9. An easement is hereby reserved to the Omaha Public Power District and the Northwestern Bell Telephone Company to erect and maintain electric and telephone utilities along, across, over and under the rear 5 feet of each lot.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

11. Enforcement shall be by proceedings at law, or in equity against any person, or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages.

12. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other

Easement



Auto Renew

provisions, which shall remain in full force and effect.

13. Each lot when improved shall be provided with an electric or gas yard light located 5 feet from driveway and 4 feet inside front lot line.

14. Public concrete sidewalks four feet wide by four inches thick shall be installed in front of each improved lot and on side street of improved corner lots. The sidewalk shall be placed five feet back of street curb line, and shall be constructed by the then owner at time of erection of residence.

IN TESTIMONY WHEREOF, B. H. Buras and Salvina E. Buras has caused this declaration to be executed by them this day and year first above written.

B. H. Buras
B. H. Buras

Salvina E. Buras
Salvina E. Buras

STATE OF IOWA)
) ss.
POTTAWATTAMIE COUNTY)

On this 18 day of September, 1961, before me, the undersigned, a Notary Public in and for said County, personally came B. H. Buras and Salvina E. Buras, to me personally known to be the identical persons whose name is affixed to the within instrument and acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Council Bluffs, Iowa, on the day last above written.

Notary Public

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CONNOLLY AND CONNOLLY

ATTORNEYS AT LAW

324 WICKHAM BUILDING

COUNCIL BLUFFS, IOWA

AREA CODE 319

PHONE 322-0234

CCO CONNOLLY
C/O CONNOLLY

September 18, 1961

Basil H. Buras and To the public.

I have examined abstract of title to, Lot 6 in Auditor's Subdivision of Government Lot 4, in Section 21, Township 75 North, Range 44 West of the 5th Principal Meridian, and Accretions, except that square tract of land 50 feet by 50 feet in the Southeast corner of, said Lot 6 conveyed by Quit Claim Deed dated June 29, 1951, and filed of record on July 5, 1951, in Book 1051 on Page 561 of the Records in the office of the County Recorder of Pottawattamie County, Iowa, and except a strip of ground 38 feet in width on the West side of said Lot 6 on which the Omaha Bridge & Terminal Railway Company has or claim to have rights, title and interests, all located in the incorporated Town of Carter Lake, Pottawattamie County, Iowa, said abstract commencing with the government, consisting of 188 entries and is extended to the 18th day of September, 1961 by the Title Guaranty Company and I find therefrom as follows.

1. Title to said premises is in Basil H. Buras.
2. A mortgage dated November 11, 1960, filed November 14, 1960 at Book 1268, Page 409 in favor of William C. Ramsey appears in said abstract at entry #177. Said mortgage is subsequently assigned under date of November 11, 1960 at Book 1268, Page 441 to the United States National Bank of Omaha, Nebraska.
3. I further find that there are no unpaid taxes, tax liens, encumbrances, unpaid judgments, attachments, mechanics liens or any other liens or are there any suits pending which effect the title of said real estate.
4. I further state that I am a practicing attorney in Council Bluffs, Iowa.

Yours truly,

CONNOLLY & CONNOLLY

W. F. Connolly
W. F. Connolly

LC/ah

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