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TO WHOM IT MAY CONCERN:

We, T. A. Hanusa and Alma Hanusa, husband and wife, hereby declare and certify that the undersigned, T. A. Hanusa, is the owner in fee simple of the following described real estate situated in Pottawattamie County, and State of Iowa, to-wit:

Lot Five (5), and part of Lot One (1), Auditor's Subdivision Southwest Quarter (S.W.) Southeast Quarter (S.E.) of Section Nineteen (19), Township Seventy-five (75), Range Forty-three (43), more particularly described as follows: Beginning at a pipe on the Northeast corner of Hanusa's First Subdivision to Council Bluffs, Iowa, which is 1311.6 feet west of the center of the Southeast Quarter (S.E.) of Section Nineteen (19), Township Seventy-five (75), Range Forty-three (43); thence south 329.7 feet to a pipe at the Southeast corner of Hanusa's First Subdivision; thence south 81° 34' east 87.6 feet; thence south 61° 12' east along fence 579.0 feet to pipe; thence south 62° 13' east 85.0 feet; thence north 33° 24' west 101.1 feet to pipe; thence north 11° 14' east 23.1 feet to pipe; thence north 42° 10' east 132.9 feet to pipe; thence north 22° 14' west 207.0 feet to pipe in fence line; thence west 749.0 feet along fence line to point of beginning, containing 3.6 acres more or less,

and that the accompanying plat hereto attached, showing the dividing of said property above described into lots Twenty-one (21) to Fifty-two (52), inclusive, and with our own free will and consent, and is to be known as Hanusa's Second Subdivision to the City of Council Bluffs, Iowa, all of which is more specifically described in the attached plat of said subdivision.

The streets, avenues, and alleys in said subdivision are hereby dedicated to the public.

Dated this 24th day of July, 1946

T. A. Hanusa
Alma Hanusa

STATE OF IOWA)
POTTAWATTAMIE COUNTY) ss.

On this 24th day of July, 1946, before me

Geo. H. Wagner

a notary public in and for Pottawattamie County, Iowa, personally appeared T. A. Hanusa and Alma Hanusa, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Geo. H. Wagner
Notary Public in and for
Pottawattamie County, Iowa.

Restrictions Covering the Plat of Hanusa
Second Subdivision to the City of
Council Bluffs, Iowa

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WHEREAS, the undersigned T. A. Hanusa and Alma Hanusa are husband and wife, and,

WHEREAS, T. A. Hanusa is now the owner of all the property and lots contained in Hanusa Second Subdivision to the City of Council Bluffs, in Pottawattamie County, and State of Iowa, and,

WHEREAS, the said T. A. Hanusa and wife, Alma Hanusa, desire to restrict all of the above described property as hereinafter stated for their benefit and for the benefit of all future owners of lots in said Subdivision

TO, TO-WIT, the said T. A. Hanusa and Alma Hanusa do hereby create and establish the following restrictions which shall become binding on all the above described property in said Subdivision and also upon the owner or owners at any time of any of the above described lots in said Subdivision to the extent herein indicated, to-wit:

(1). All lots in said Subdivision shall be known, described and used solely as residential lots and no structure shall be erected on any residential building lot other than one detached single family dwelling not to exceed two stories in height and one, two, or three car garage.

(2). No building shall be erected on any residential building plot of which any part of the building is nearer than twenty (20) feet to, nor farther than thirty (30) feet from the front line (except those hereinafter exempted), nor nearer than four (4) feet to any side lot line. The side line restrictions shall not apply to the garage or other building located on the rear quarter of a lot (except those hereinafter exempted), except that on corner lots, no structures shall be permitted nearer than ten (10) feet to the side street line.

Lots numbered Twenty-two (22), Forty-six (46), Forty-eight (48), and Fifty (50) are exempted from the above set back requirement, except buildings on Lot Number Twenty-two (22) shall not be nearer than four (4) feet from the rear lot line. The side

line restrictions shall not apply to the garage, or garages or other buildings located on Lots numbered Thirty-five (35), Thirty-seven (37), Thirty-nine (39), Forty-one (41) and Forty-three (43) when the front of the building is within (30) feet from the front lot line.

(3). No residential lot shall be subdivided into building lots.

(4). All lots in described tract are intended to be used solely by the white race, and no race or nationality other than those for whom premises are intended shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

(5). No trailer, bus, camp, semi-trailer, garage, barn, or other building erected in the tract shall at any time be used as a residence, temporarily or permanently, nor any residence of temporary character be permitted.

(6). No structures shall be moved into any lots unless it meets with the approval of the developer or committee herein after referred to, or if there is no committee, it shall conform to and be in harmony with existing structures in the tract.

(7). No building shall be erected on any lot until the design and location thereof have been approved in writing by the developer, or his or their, successor in title, or by a committee appointed by said developer, or his or their, successor in title subsequent to partial or total development of said subdivision, or elected by the majority of record owners of lots therein. In the event that said developer or successor, or elected committee, fails to approve or disapprove such design or location within thirty (30) days after submission of written request, then such an approval will not be required provided the design and location are in harmony with existing structures and locations in the tract and do not

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Figure 1

(42) If said parties herein, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1965, it shall be lawful for any other person or persons owning any 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 sums for such violation.