

Filed for record the 15 day of January 1938
at 11:30 o'clock A.M. and recorded
in book 1283 page 449
Dorothy Linn Recorder
By _____ Deputy
Dec 5 52

AGREEMENT AS TO RESTRICTIVE COVENANTS AND ROAD EASEMENT

WHEREAS, Harry Anderson and Ethel P. Anderson, husband and wife, hereinafter called Sellers, have agreed to sell certain property to Ronald K. Andersen and Arlene Andersen, husband and wife, and Gordon A. Foutch and Carolyn Foutch, husband and wife, and Axel G. Kjeldgaard and Dorothy A. Kjeldgaard, husband and wife, and Robert S. Riso and Darlene H. Riso, husband and wife, hereinafter called Buyers, and has filed an Auditor's Subdivision Subdividing said land for the purposes of taxation, said subdivision being an Auditor's Subdivision known as Highland Park Subdivision, which is a Subdivision of Lots 22, 23, and 24 in the Auditor's Subdivision known as Valley View Addition, located in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 8, Township 74, Range 43, and,

WHEREAS, the Buyers have entered into contracts to purchase some of said lots, it is hereby mutually understood and agreed between the Sellers and the Buyers, in consideration of the Buyers agreeing to purchase said lots and the Seller agreeing to sell said lots to the Buyers that all of the covenants hereinafter set out shall bind all persons who shall hereafter purchase any of the lots in the Auditor's Subdivision known as Highland Park Subdivision, a Subdivision of Lots 22, 23 and 24 in the Auditor's Subdivision known as Valley View Addition, located in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 8, Township 74, Range 43, said persons also having the benefit of said restrictions and the covenants set out hereinafter and of the easement set out hereinafter, and that the covenants and easements shall run with the land and be binding upon the heirs and assigns of any one owning title to any of said lots:

1. The road set out in the plat in the Auditor's Subdivision designated Highland Park Subdivision, shall be set off for the benefit of the owners of Lots 1 through 8 in

the Auditor's Subdivision known as Highland Park Subdivision.

2. All of the said lots in Highland Park Subdivision shall be known, described and used solely as residential lots and no structure shall be erected on any residential lot, other than one detached family dwelling, not to exceed two stories in height and a one, two or three car garage, the dwelling shall be area at least 1250 square feet, not including basement, exclusive of incidental buildings and garage.

3. No part of any building erected on any Lots in said Subdivision shall be nearer than thirty feet from the Lot Line fronting on any street, except Lots 1 and 4.

4. No building or part of any building shall be erected nearer than ten (10) feet to any of the side Lot Lines of the Lots in said Subdivision.

5. No residential lot as set out in Auditor's Subdivision known as Highland Park Subdivision shall be divided into building lots.

6. No trailer, basement, tent, shack, garage, barn or other out buildings erected in said Subdivision shall at any time be used as a residence, temporary or permanent, or shall any residence of a temporary character be permitted.

7. No structures shall be moved into any lots.

8. No noxious or offensive trade shall be carried on upon any Lot, nor shall anything be done therein which may be or become an annoyance or a nuisance to the neighborhood.

9. No business shall be carried on upon any Lot in said subdivision.

10. Sewerage disposal shall be by septic tank, and each owner agrees to discontinue the use of septic tanks within one year after a sanitary sewer is constructed in said Subdivision.

11. 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 January 1, 1985, it is agreed that any other person or persons owning any other lots in said developments, may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction and may prevent him from so doing or may recover damages for such violation.

12. By acceptance of this conveyance the Grantee, in consideration of the premises, binds himself, his heirs, executors, and administrators or Grantees to strictly observe and perform all of the restrictions and covenants herein contained.

13. These covenants and restrictions are to run with the land and shall be binding on all of the parties and all persons claiming under them until January 1, 1985, at which time said covenants and restriction herein shall terminate.

14. 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 affect.

15. These grantors agree that all further deeds of property in this Subdivision made by them shall contain all of these covenants and restrictions.

16. No prefabricated home shall be assembled or constructed in said Subdivision.

17. No owner or tenant of any Lot in said Subdivision shall raise or keep on said Lots any domestic livestock or fowl. However, any owner or tenant may have other household pets and this restriction shall not prevent any owner or tenant from keeping no more than two saddle horses or ponies for their own use.

18. Each owner or tenant shall, after purchase or occupancy of any Lot in said Subdivision keep said Lot seeded, mowed

and maintained in a sightly condition.

19. That in the platting of Highland Park Subdivision a part of Valley View Addition a street is shown in said plat and designated "Highland Park Road" and that said street is shown and set out in said plat which is recorded in Book 1275 Page 572 records of Pottawattamie County. That the street as set out in said plat shall be used for the enjoyment and general use of the parties hereto and shall inure to the benefit of any peron or persons purchasing lots or parcels in the aforementioned Highland Park Subdivision, their heirs successors or assigns forever.

Said street is not intended for public use or dedicated for public purposes, or to be subject to public or municipal control, but is intended for the private use and enjoyment, and is and shall remain the sole and exclusive property of the owners of Lots in said subdivision and contract purchasers therein, their heirs, successors and assigns and shall be controlled, improved, graded and maintained and regulated by them for their own benefit, general use and enjoyment.

IN WITNESS WHEREOF, we have set out hands this 15 day of ~~April~~ ^{June}, 1961.

Harry Anderson
HARRY ANDERSON - SELLER

Ethel P. Anderson
ETHEL P. ANDERSON, - SELLER

Ronald K. Andersen
RONALD K. ANDERSEN

Arlene Andersen
ARLENE ANDERSEN

Gordon A. Foutch
GORDON A. FOUTCH

Carolyn Foutch
CAROLYN FOUTCH

Robert S. Riso
ROBERT S. RISO

Darlene E. Riso
DARLENE E. RISO

Axel C. Kjelgaard
AXEL C. KJELGAARD

Dorothy K. Kjeldgaard
DOROTHY K. KJELDGAARD

STATE OF IOWA)
POTTAWATTAMIE COUNTY) ss.

Subscribed and sworn to before me, a Notary Public in and
for Pottawattamie County, Iowa, on this 14 day of ~~April~~ ^{June},
1961, by, Harry Anderson and Ethel P. Anderson, Ronald K.
Andersen and Arlene Andersen, Gordon A. Foutch and Carolyn Foutch,
and Axel C. Kjeldgaard and Dorothy A. Kjeldgaard, to me known
to be the persons named in and who executed the foregoing in-
strument, and acknowledge that they executed the same as their
voluntary act and deed.

R. C. Sp...te
NOTARY PUBLIC

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217—RELEASE OF REAL ESTATE MORTGAGE

The Hoffman General Supply House, Lincoln, Neb.

IN CONSIDERATION of the payment of the debt named therein, for we hereby release the mortgage of
Seven thousand five hundred and no/100----- DOLLARS.
made by Elmer J. Hoppe and Mary Hoppe
on the following described property, to-wit: Rt. #4, Council Bluffs, Iowa A part of NW1
SW1 Section 8, Township 75, Range 43 described as follows to wit: Commencing
at the SE corner of said NW1 SW1, thence North 147.2 feet, thence Westery
along a line parallel to and 147.2 feet distance from the South line of the
NW1 of Section 8, a distance of 260.7 feet to place of beginning, thence
Northwesterly a distance of 111.1 feet, to Easterly right of way line of the
public road, thence Southwesterly along the Easterly right of way line of said
public road a distance of 440 feet, thence Northeasterly distance of 130.3 feet
to the place of beginning. See the mortgage, page 110 of the records of the County of
Pottawattamie, Iowa and State of Iowa.

Dated this 28th day of April 1960
In presence of

Omaha U... Shop Empl', F. C. U.
Dennis J. Krut..., treas.

STATE OF Nebraska
Douglas County

On this 14 day of June 1961, before me a Notary Public, duly commissioned
and qualified for said county, personally came
Bernard J. Conway

to me, personally known to be the identical person or persons who executed the above release and acknowledged
the said instrument to be his, her or their voluntary act and deed.

Witness my hand and seal at *Lincoln* in said county, the day and year last above written
Bernard J. Conway Notary Public

My commission expires the 78 day of August 1963

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Southwesting
point of beginning
COMPLETED