

COMPARED 11211
Feb 6 1965

RESTRICTIONS AND COVENANTS

WHEREAS, Louis P. Jennings and Graham P. Jennings, now the owners of property and lots contained in Jennings' First Subdivision, in Pottawattamie County, Iowa, which addition is described as follows, to-wit:

A part of the NE1 NW1 NE1, Section 9, Township 74 North, Range 43 West of the 5th P.M., the tract being more particularly described as follows:

Commencing at the Southeast corner of NE1 NW1 NE1, Section 9, Township 74 North, Range 43 West, thence North 00° 11' 33" West, 234.5 feet; to the point of beginning; thence North 00° 11' 33" West, 90 feet; thence North 264.55 feet; thence North 84° 11' 12" West, 198.8 feet; thence North 87° 05' 24" West, 230.17 feet; thence South 03° 20' 24" West, 285.93 feet; thence East 151.50 feet; thence South 67° 12' 23" East, 79.29 feet; thence South 88° 10' 00" East, 62.0 feet; thence South 26° 50' 00" East, 93.0 feet; thence North 82° 45' 00" East, 117.0 feet to the point of beginning.

WHEREAS, said owners desire to restrict all of the above described real estate as hereinafter stated for their benefit and for the benefit of all future owners of lots in said subdivision.

NOW, THEREFORE, the said owners do hereby create and establish the following restrictions which shall become binding on all of the property and lots in the said subdivision, and also upon the owner or owners at any time of any of the above described lots in the above described subdivision to the extent hereinafter indicated, to-wit:

1. All lots described herein 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 a one or two car garage. Each lot shall be and constitute a separate building site.

2. No building shall be erected on a residential building plot nearer than twenty-five (25) feet nor further than thirty (30) feet from the front lot line, nor nearer than ten (10) feet to any side lot line. The side line restriction 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 fifteen (15) feet to the side street line.

3. No building shall be erected on a lot unless the

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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 having a ground floor square foot area of less than 900 square feet in the case of a one story structure, nor less than 700 square feet in the case of a one and one-half or two story structure; said dimension to be exclusive of attached garage or covered patio.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in this sub-division shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted, except that a basement may be constructed and used as a residence for one year during the course of the construction of such a residence.

5. No lumber or materials except those being used in the construction of a residence shall be stored on any lot. No commercial vehicle, truck or piece of industrial or commercial equipment shall be stored, parked or garaged on any lot. No obnoxious or offensive trade shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the subdivision. No signs, billboards or other public displays shall be erected on or situated on any lot, except that the owner may maintain a "For Sale" or "For Rent" sign, said sign not to exceed eight square feet in area, shall be permitted as the occasion requires.

6. Titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris and no lot shall be used for any purpose other than for residential use.

7. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until the year 1985, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years, unless, by vote of the majority of the then owners of the lots it is agreed to change, modify or amend any of the said covenants in whole or in part.

8. The parties hereto, or any of them, or their heirs, devisees or assigns, shall violate or attempt to violate any of

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the covenants or restrictions herein before the year 1985, it shall be lawful for any person or persons owning any other lots in the said sub-division or development, to prosecute any proceeding at law or in equity against such person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent them from so doing or to recover damages or other expenses for such violation.

9. Invalidation of any one of these covenants by judgment or Court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

10. By the acceptance of any deed or conveyance to any lot in said sub-division, the grantee or grantees thereof agree to uphold and comply with the foregoing restrictions and covenants, anything to the contrary in such deed to be of no force and effect.

DATED AT COUNCIL BLUFFS, IOWA, THIS 28 DAY OF April, 1965.

Louis P. Jennings
Louis P. Jennings
Grace J. Jennings
Grace J. Jennings
Graham P. Jennings
Graham P. Jennings
Opal L. Jennings
Opal L. Jennings

STATE OF IOWA }
POTTAWATTAMIE COUNTY } ss.

On this 28 day of April, 1965, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Louis P. Jennings and _____ Jennings, husband and wife; and Graham P. Jennings and _____ Jennings, husband and wife; to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Kathleen Jay
NOTARY PUBLIC
Kathleen Jay