

29617

STATE OF IOWA, Pottawattamie County
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John M. Roth
Beverly A. Roth

RESTRICTIONS AND COVENANTS

JOHN M. ROTH and wife, BEVERLY A. ROTH, to THE PUBLIC:

WHEREAS, JOHN M. ROTH and wife, BEVERLY A. ROTH, are now the owners of all of the property and lots contained in John Roth's Addition, a Subdivision of the N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{2}$ SE $\frac{1}{2}$ Section 5, Township 74 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa;

WHEREAS, the said John M. Roth and Beverly A. Roth 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 Addition;

NOW, THEREFORE, the said John M. Roth and Beverly A. Roth do hereby create and establish the following restrictions which shall become binding on all of the property and lots in John Roth's Addition to the extent herein 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 and two family dwellings, not to exceed 2 stories in height.

2. No building shall be erected on any residential building lot nearer than 25 feet to nor farther than 40 feet from the front lot line, nor nearer than 10 feet to any side lot line.

3. No residential lot shall be resubdivided into building plots having less than 10,500 square feet of area or a width of less than 150 feet each, nor shall any building be erected on any residential building plot having an area of less than 10,500 feet.

4. No trailer, basement, basement-house, tent, shack, garage, barn, or other out-building shall be erected, or parked in the tract at any time and no trailer, basement, basement-house, tent, shack, garage, barn or other out-building shall at any time be used as a residence temporarily or permanently, nor shall any

residence of a temporary character be permitted.

5. Titleholder of each lot, vacant or improved, shall have the responsibility of keeping his lot or lots free of weeds and debris.

6. No building shall be erected on any lot unless the 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 described herein, having a square foot area of less than 936 square feet if there is an attached single car garage and 1050 square feet if the garage is under the house.

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 front five feet of each lot for utility installations and maintenance of same.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 1980 at which time said covenants shall be extended, automatically, for successive periods of 10 years unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

10. If the parties hereto, or any of them, or their heirs or assigns, grantees, or successors in interest, shall violate any of the covenants or restrictions herein before the year 1980 then and in such an event or series of events, it shall be lawful for any other person or persons owning any other lots in said development to prosecute at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions for the purpose of preventing him or them from so doing or to recover damages for such violation or violations.

11. Invalidation of any one of the covenants herein contained by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

12. By the acceptance of any Deed or conveyance of any lot in the said Subdivision, the Grantee automatically agrees to uphold and comply with the foregoing Restrictions and Covenants.

13. That the Street platted in the above described Subdivision is now known as Beverly Manor, and shall be used for the enjoyment and common use of the parties hereto and parties purchasing lots in this Subdivision, their heirs, successors or assigns. That the 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 private use and enjoyment and is and shall remain the sole and exclusive property of said owners, their heirs, successors or assigns, and shall be controlled, improved, graded and maintained and regulated by them for their own benefit, common use and enjoyment. That any improvements or additions to the street or any maintenance of the street shall be shared by the persons abutting on the street pro rata in relation to the amount of front footage that they own abutting on the street. By the acceptance of a Deed to a lot in this Subdivision any and all purchasers agree to be bound by the terms and conditions of this road agreement. These Covenants and Restrictions shall not apply to Lots 1 and 11.

John M. Roth

Beverly A. Roth

Subscribed and sworn to before me by John M. Roth and Beverly A. Roth this _____ day of October, 1965.

Notary Public
Robert C. Helthoff