

1238-219

# Fairwood Addition to Carter Lake

Book 1238 Page 221

## DECLARATION OF PROTECTIVE COVENANTS

Continued

This declaration made this 12th day of June 1959, by Fairlane Land Development Co., hereinafter referred to as "Declarant":

WITNESSETH, That

Declarant is the owner of the real property situated in the county of Pettawillamie, State of Iowa, platted as Fairwood 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 Declarant conveys each lot the covenants 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 750 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 2 1/2 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 offset shall be permitted for a garage or other accessory building located 60 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 2 1/2 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 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 5000 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.

Plat  
1238-219

filed

6-30-  
1959

Not  
Complete

Copy -

four  
copy

DECLARATION OF PROTECTIVE COVENANTS

CONFIDENTIAL

This declaration made this 12th day of June 1959, by Parkland Land Development Co., hereinafter referred to as "Declarant",

WITNESSETH, That,

Declarant is the owner of the real property situated in the county of Pottawattamie, State of Iowa, platted as Parkwood 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 Declarant conveys 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 not to exceed 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 400 square feet in the case of a one-story structure, nor less than 750 square feet in the case of a one and one-half or two-story structure, exclusive of porches and patios.

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 10 feet or more from the main building setback line. No dwelling 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 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 5000 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.

**Covenants**

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.

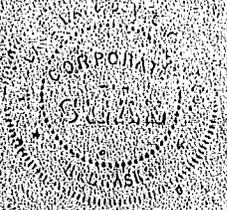
12. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, FAIRLANE LAND DEVELOPMENT CO., has caused this declaration to be executed by its president and secretary treasurer the day and year first above written.

FAIRLANE LAND DEVELOPMENT CO.

By B. H. Buras president  
B. H. Buras

Attest Esther Lodge Secty-Treas.  
Esther Lodge



SURVEYOR'S CERTIFICATE

Compared

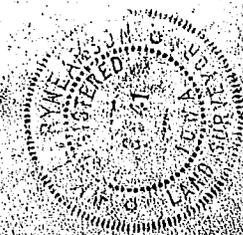
I, Wm. L. Rynearson, hereby certify that I have caused to be surveyed that part of Lot 7, Auditors Subdivision of Section 21, Township 75 North, Range 44 West of the 5th Principle Meridian all in Pottawattamie County, Iowa, more particularly described and bounded as follows: Beginning at the northwest corner of Lot 7 Auditors Subdivision as surveyed, platted and recorded as shown on the auditor's plat recorded April 11, 1944 in Book 750, page 8 of the records in the Recorder's office in Pottawattamie County, Iowa, thence running east along the north line of said Lot 7 a distance of 993.55 feet to a point; thence turning an angle of  $89^{\circ} 54' 00''$  to the right and running south a distance of 1240.11 feet to a point; thence turning an angle of  $90^{\circ} 14' 00''$  to the right and running west along the south property line of said Lot 7 a distance of 993.00 feet to the southwest corner of said Lot 7; thence turning an angle of  $89^{\circ} 44' 30''$  to the right and running north along the west property line of said Lot 7 a distance of 1240.70 feet to the point of beginning. This certificate amends surveyor's certificate filed by me June 30, 1959 in Book 1208, Page 219 of the records in the recorder's office of Pottawattamie County, Iowa.

I further certify that for and on behalf of the Fairlane Corporation a replat of the above area has been made as shown attached hereto to be known as Fairwood Addition to the Town of Carter Lake, Iowa, the lots numbered from 1 to 147 inclusive with the dimensions of the lots by length and breadth and streets as shown thereon.

Dated at Council Bluffs, Iowa this 30th day of June, 1959.

*William L. Rynearson*

Registered Land Surveyor  
Registration No. 3941



10-20-59