

DECLARATION OF PROTECTIVE COVENANTS

This declaration made this 30 day of September, 1961,

by B. H. Buras and Salvina E. Buras, hereinafter referred to as "Declarants".

WITNESSETH, That,

Declarants are the owners of the real property situated in the county of Pottawattamie, State of Iowa, platted as Fairwood Second 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 Declarants convey each lot the coveyance shall be made subject inere-to:

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 less than 900 square feet in the case of a one-story dwelling or less than 800 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 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 60 feet or more from the minimum 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

*[Handwritten mark]*

*Setback*

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 9000 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.

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.

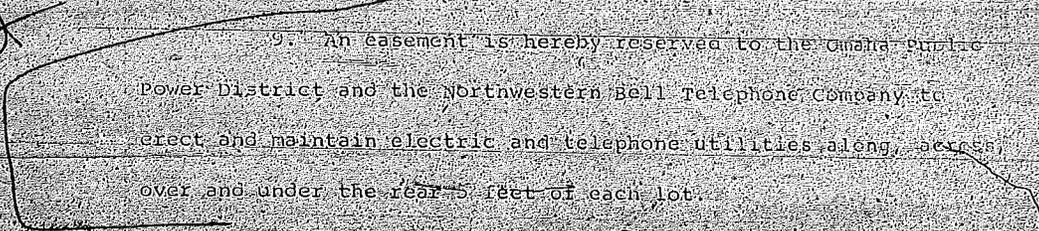
9. An easement is hereby reserved to the Omaha Public Power District and the Northwestern Bell Telephone Company to erect and maintain electric and telephone utilities along, across over and under the rear 5 feet of each lot.

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 persons 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

*Easement*



*Auto Renew*

provisions, which shall remain in full force and effect.

13. Each lot when improved shall be provided with an electric or gas yard light located 5 feet from driveway and 4 feet inside front lot line.

14. Public concrete sidewalks four feet wide by four inches thick shall be installed in front of each improved lot and on side street of improved corner lots. The sidewalk shall be placed five feet back of street curb line, and shall be constructed by the then owner at time of erection of residence.

IN TESTIMONY WHEREOF, B. H. Buras and salvina E. Buras has caused this declaration to be executed by them this day and year first above written.

*B. H. Buras*  
B. H. Buras

*Salvina E. Buras*  
Salvina E. Buras

STATE OF IOWA )  
                  ) ss.  
POTTAWATTAMIE COUNTY )

On this 18 day of September, 1961, before me, the undersigned, a Notary Public in and for said County, personally came B. H. Buras and Salvina E. Buras, to me personally known to be the identical persons whose name is affixed to the within instrument and acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Council Bluffs, Iowa, on the day last above written.

U.S. 10  
5  
O.K.  
STAMP

1290 or 409

*Notary Public*

1290 or 409

CONNOLLY AND CONNOLLY  
ATTORNEYS AT LAW  
324 WICKHAM BUILDING  
COUNCIL BLUFFS, IOWA  
AREA CODE 319  
PHONE 337-0134

September 18, 1961

Basil H. Buras and To the public.

I have examined abstract of title to, Lot 6 in Auditor's Subdivision of Government Lot 4, in section 21, Township 75 North, Range 44 West of the 5th Principal Meridian, and Accretions, except that square tract of land 50 feet by 50 feet in the Southeast corner of, said Lot 6 conveyed by Quit Claim Deed dated June 29, 1951, and filed of record on July 5, 1951, in Book 1051 on Page 561 of the Records in the office of the County Recorder of Pottawattamie County, Iowa, and except a strip of ground 38 feet in width on the West side of said Lot 6 on which the Omaha Bridge & Terminal Railway Company has or claim to have rights, title and interests, all located in the Incorporated Town of Carter Lake, Pottawattamie County, Iowa, said abstract commencing with the government, consisting of 188 entries and is extended to the 18<sup>th</sup> day of September, 1961 by the Title Guaranty Company and I find therefrom as follows.

1. Title to said premises is in Basil H. Buras.
2. A mortgage dated November 11, 1960, filed November 14, 1960 at Book 1268, Page 409 in favor of William C. Ramsey appears in said abstract at entry #177. Said mortgage is subsequently assigned under date of November 11, 1960 at Book 1268, Page 441 to the United States National Bank of Omaha, Nebraska.
3. I further find that there are no unpaid taxes, tax liens, encumbrances, unpaid judgments, attachments, mechanics liens or any other liens or are there any suits pending which effect the title of said real estate.
4. I further state that I am a practicing attorney in Council Bluffs, Iowa.

Yours truly,

CONNOLLY & CONNOLLY

*W. C. Connolly*  
W. C. Connolly

WC/ah

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