

RESTRICTIVE COVENANTS

The undersigned hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 2000:

Lots 1 through 217, inclusive, in Glenbrook, a subdivision in Mills County, Iowa.

If the present or future owners of any of said lots shall violate or attempt to violate any of these covenants, it shall be lawful for any other person owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. In addition, the City of Glenwood, Iowa, is hereby made a contractual beneficiary of these covenants and shall be entitled to all the foregoing remedies of owners for the enforcement of these covenants. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use, for a park or recreational purposes. Lots to North of 217 which are not numbered are for a future street and park.

B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

C. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

D. Livestock and Poultry. 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.

E. A perpetual license and easement is hereby reserved in favor of and granted to Iowa Power and Light Company and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair, replace and renew buried or underground cables or conduits, poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other electric and telephone utility facilities, and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, under, through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said addition; said license being granted for the use and benefit of all present and future owners of lots in said addition; provided, however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct cables, conduits or poles along any of said side lot lines within 36 months of date hereof, or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

F. Portland concrete public sidewalks, four feet wide by four inches thick shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed four (4) feet back of street curb line and shall be constructed by the then owner of the lot at the time of completion of the main structure and before occupancy or use thereof. The sidewalks shall meet the grades specified by the City Engineer.

FILED NO:
FILED FOR RECORD
M.
RECEIVED
MAY 12 1974

G. The following building restrictions for single-family dwellings shall apply to said lots:

- (1) The following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 900 square feet on the ground floor for a one-story house; 900 square feet throughout the house for a bi-level, tri-level, split-level, split-entry, 1 1/2 story or taller house. All houses will include a basement area with seven foot minimum ceiling height.
- (2) The minimum lot area shall be 7200 square feet. The front setback shall be a minimum of 25 feet and a maximum of 35 feet. Side yards shall be 5 feet except in the case of a detached garage which shall be 3 feet. Setbacks from the rear lot line shall be 15 feet.

IN WITNESS WHEREOF, the undersigned being the owner of all said real estate, has executed these covenants, this 5th day of September, 1974.

ATTEST:

Nellie M. Smith
Secretary
Nellie M. Smith

Glenbrook Investment, Inc.
By: Charles M. Smith
President
Charles Smith

STATE OF NEBRASKA }
 } ss.
COUNTY OF SARPY }

On the day and year last above written before me, the undersigned a Notary Public in and for said County, personally came C. G. SMITH, President of Glenbrook Investment, Inc., to me personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants, acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal in said County the day and year last above written.



L. B. LUDWIG
GENERAL NOTARY, State of Neb.
My Commission Expires
August 12, 1979

L. B. Ludwig
Notary Public

