

1425-103
9-16-66

COVENANTS

RESTRICTIVE COVENANTS

The undersigned, M. L. Tweedt and Ruthie E. Tweedt, husband and wife, proprietors and owners of Green Meadows Second Subdivision, a suburban subdivision, situated in Pottawattamie County, Iowa, as shown by the attached plat thereof, hereby declare that all lots in such suburban subdivision shall be restricted to residential purposes and shall be subject to all of the restrictions hereinafter set out.

In order to provide for the proper development of Green Meadows Second Subdivision and of each and every lot therein, to protect the owners of such lots, and to insure the future value, beauty and use of Green Meadows Second Subdivision as a restricted residential area, the undersigned hereby subject Green Meadows Second Subdivision and each lot therein to the following conditions, restrictions, limitations and reservations, each of which is for the benefit of such subdivision and each lot therein and for the owners of each lot, which conditions, restrictions, limitations and reservations shall inure to the benefit of and pass with the title to each lot and bind the successors in title as the owners of such lots. Each condition, restriction, limitation and reservation shall be a covenant running with the land as to each lot. Each lot shall be held, transferred, sold and conveyed subject to such conditions, restrictions, limitations and reservations, which shall be

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considered a part of the language of each instrument conveying, transferring or passing any interest in or to any lot whether specifically incorporated therein or not.

1. All lots described herein shall be known, described and used solely as residential lots, and no structure shall be erected on any lot other than one detached single family dwelling not to exceed two stories in height and a two-car garage.
2. No building shall be erected on any residential building lot nearer than 25 feet to nor farther than 35 feet from the front lot line, nor nearer than 10 feet to any side lot line. The side line restrictions 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 15 feet to the side street line.
3. No residential building lot described herein shall have a width of less than 75 feet at the minimum building setback line nor an area of less than 7500 square feet for interior lots and a width of less than 80 feet nor an area of less than 8000 square feet for a corner lot.
4. No trailer, basement, tent, shack, garage, barn or other out building erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
5. 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 having a ground floor square foot area of less than 960 square feet in the case of a one story

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structure, nor less than 850 square feet in the case of a one and one-half or two story structure, shall be permitted on any lot described herein.

6. The title holder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.
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 rear and side five feet of each lot for utility installation and maintenance, and drainage where applicable.
9. No animal or poultry of any kind other than family pets shall be kept on any part of a lot.
10. No building shall be erected or altered until the design, location, first floor elevation and lot grading plan have been approved in writing by the undersigned or their successors in title or by a committee appointed by them; provided that in the event such plans are neither approved nor disapproved within 30 days after submission, such approval shall not be required so long as such design and location are harmonious with existing structures and do not violate any restrictive covenants. No prefabricated or precut buildings shall be erected and no residence shall be occupied until completed in accordance with the plans and specifications.
11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1st, 1990, at which time they shall be automatically extended for successive periods of ten years unless by the vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part.

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- 12. If the undersigned, or their successors or assigns, or any of them, shall violate or attempt to violate any of the covenants or restrictions herein before January 1st, 1990, it shall be lawful for any other person or persons owning any other lot in such subdivision to proceed at law or in equity against the person or persons so violating or attempting to violate such covenant or restriction and either to enjoin him or them from so doing and to recover damages for such violation.
- 13. 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 WITNESS WHEREOF, we have hereunto set our hands
 this 16th day of September, 1966.

M. L. Tweedt
 M. L. Tweedt

Ruthie E. Tweedt
 Ruthie E. Tweedt

STATE OF IOWA)
) ss.
 POTTAWATTAMIE COUNTY)

On this 16th day of September, 1966, before me,
 a Notary Public in and for said county and state, appeared M. L.
 Tweedt and Ruthie E. Tweedt to me known to be the persons named
 in and who executed the foregoing instrument, and they acknowledged
 the execution of the same as their voluntary act and deed.

Wanda D. Whitson
 Notary Public