

73-22040

COMPARED Higgins 1st Addition
Treyvor

EXHIBIT "A"

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That BILLY M. HIGGINS and BETTY J. HIGGINS, are the owners in fee simple of the following described real estate in Pottawattamie County, Iowa, to-wit:

A replat of the South 75' of Lot 2, all of Lots 3, 4, Block 2 of Barnes First Addition to Treyvor, Iowa and a tract of land all in the East 1/2 of the West 1/2 of the NE 1/4 of Section 7, T 74 N, R 41 W, Pottawattamie County, Iowa, more completely described as follows:

Commencing at a point which is 650' East and 927.0' on a line S 0° 06' 00" E from the NW corner of the NE 1/4, Section 7 to the point of beginning, said point being the centerline of Ehrig Avenue and 20.0' West of the SW corner of Lot 4, Block 1, Barnes First Addition, thence N 89° 27' 20" E a distance of 330.0' on the Southerly line extended of Lots 4 and 5, Block 1 of Barnes First Addition to the Easterly R.O.W. line of Heesch Avenue, thence N 0° 06' 00" W a distance of 275.0' on the afore said Easterly R.O. W. of Heesch Avenue, thence N 89° 27' 47" E a distance of 385.8' to a point on the East line of the W 1/2 of the NE 1/4 of said Section 7, thence S 01° 31' 38" W a distance of 745.0' along the 1/16th Section line, thence S 89° 27' 20" W a distance of 694.64' to the centerline of Ehrig Avenue extended, thence N 0° 06' 00" W a distance of 469.61' on the aforesaid centerline to the point of beginning. Containing 9.97 acres more or less.

which the said owners propose to subdivide into lots 1 through 34 inclusive, all of said real estate being located in the proposed addition to be known as Higgins' First Addition to the City of Treyvor, Iowa. That it is the intention of these owners that upon the acceptance of the said plat by the City of Treyvor, Iowa, in the proceedings of which these restrictive covenants are made a part, that upon such acceptance these restrictive covenants be of full force and effect relating to the said real estate.

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-2-

That the said persons are the respective owners of all of the lots in said addition above described and for the purpose of establishing a general building plan covering said addition and for the protection of and benefit to the purchasers of lots in said addition, they do hereby declare that the following protective covenants shall apply to and restrict as to all the lots in the said Higgins First Addition to the City of Treynor, Iowa:

1. All lots described herein shall be used only as residential for single or multiple family residences and no structure shall be erected on any residential building lot other than a single or multiple family dwelling, not to exceed two stories in height, to have only a one, two or three car garage and of not less than 720 square feet of floor space per living unit.

2. No building shall be erected on any residential building plot nearer than 25 feet to nor farther than 35 feet from the front lot line, nor nearer than 6 feet from any side lot line. The side line restriction shall not apply to garage located on the rear one-quarter of the lot. On corner lots, no structure shall be permitted nearer than $12\frac{1}{2}$ feet to the side street line.

3. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,500 square feet.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at anytime be used

COMPARED

-3-

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 the existing structures and locations in the addition and does not violate any protective covenants. 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 for a one-family dwelling, or less than 720 square feet per living unit in a multiple dwelling in the case of a one story structure; no less than 800 square feet on the ground floor in case of a 1½ or 2 story structure as to a one-family dwelling and each multiple dwelling, of 720 square feet of space per living unit.

6. Titleholder or purchaser under contract, as the case may be, 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 five feet of each lot for utility installation and maintenance on the side of the said lot.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 1985 at which time said covenants shall be automatically extended for successive periods of ten 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.

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-4-

10. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before 1985, or any lawful extension of said term, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

11. In validation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

73 22045