

COMPARED

COVS 775914

HIGGINS SECOND ADDITION
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 tract of land located in the NE-1/4 of Section 7, Township 74 North, Range 41 West, Pottawattamie County, Iowa, more completely described as follows: Commencing at a point which is 670 feet East and 1396.61 feet on a line S 06' 00"E from the NW corner of the NE-1/4, Section 7 to the point of beginning, said point being the SW corner of Lot 27, Higgins First Addition to the Town of Treynor, Pottawattamie County, Iowa, thence N 89° 27' 20" E a distance of 674.64 feet on the Southerly line of Higgins First Addition to a point on the East line of the West 1/2 of the NE-1/4 of said Section 7, thence S 01° 31' 38" W a distance of 616.00 feet along the 1/16 Section Line, thence S 89° 27' 20" W a distance of 657.15 feet to the East R.O.W. line of Ehrig Avenue extended, thence N 06' 00" W a distance of 615.62 feet on the aforesaid R.O.W. line to the Point of Beginning. Containing 9.41 acres more or less.

which the said owners propose to subdivide into Lots 1 through 31 inclusive, all of said real estate being located in the proposed addition to be known as Higgins Second Addition to the City of Treynor, Iowa. That it is the intention of these owners that upon the acceptance of the said plat by the City of Treynor, 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.

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 Second Addition to the City of Treynor, Iowa:

COMPARED

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 12-1/2 feet to the side street line.

3. No dwelling shall be erected or placed on any lot having a width of less than 40 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 out-building erected in 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 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 900 square feet on the ground floor in case of a 1-1/2 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.

COMPAKED

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.

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 1995, 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. Invalidation 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.

Billy M. Higgins
Billy M. Higgins

Betty J. Higgins
Betty J. Higgins

Acknowledged August 25, 1976 before _____

Lais I. Campbell, Notary Public (seal) Pottawattamie County, Iowa as follows:- appeared Billy Higgins and Betty J. Higgins to me know to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they have executed the same as their voluntary act and deed.

Lais I. Campbell
Notary Public

COMPARED
TOWN OF TREYNOR
TREYNOR, IOWA 51575

4515

September 2, 1976

TO WHOM IT MAY CONCERN:

LETTER OF INTENT:

Higgins 2nd addition is presently being platted and it is the intention of the City of Treynor to annex the platted area upon completion of the platting procedure and installation of utilities and pavement.

City of Treynor
Elsie M. Bryant, Mayor

Elsie M. Bryant

Treynor, Iowa 51575

ATTEST:

A. Pauline Bryant, Clerk

77 5924