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Feb 6 1965

STATE OF IOWA, Pottawattamie County
1888 and 1889

RESTRICTIONS AND COVENANTS

WHEREAS, Louis P. Jennings and Graham P. Jennings, now the owners of property and lots contained in Jennings' First Subdivision, in Pottawattamie County, Iowa, which addition is described as follows, to-wit:

A part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 9, Township 74 North, Range 43 West of the 5th P.M., the tract being more particularly described as follows:

Commencing at the Southeast corner of NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 9, Township 74 North, Range 43 West, thence North 00° 11' 33" West, 234.5 feet; to the point of beginning; Thence North 00° 11' 33" West, 90 feet; thence North 264.55 feet; thence North 84° 11' 12" West, 198.8 feet; thence North 87° 05' 24" West, 230.17 feet; thence South 03° 20' 24" West, 285.93 feet; thence East 151.50 feet; thence South 67° 12' 23" East, 79.29 feet; thence South 88° 10' 00" East, 62.0 feet; thence South 26° 50' 00" East, 93.0 feet; thence North 82° 45' 00" East, 117.0 feet to the point of beginning.

WHEREAS, said owners desire to restrict all of the above described real estate as hereinafter stated for their benefit and for the benefit of all future owners of lots in said subdivision.

NOW, THEREFORE, the said owners do hereby create and establish the following restrictions which shall become binding on all of the property and lots in the said subdivision, and also upon the owner or owners at any time of any of the above described lots in the above described subdivision to the extent hereinafter indicated, to-wit:

1. All lots described herein shall be known, described and used solely as residential lots, and no structure shall be erected on any residential building lot other than one detached single family dwelling, not to exceed two stories in height, and a one or two car garage. Each lot shall be and constitute a separate building site.

2. No building shall be erected on a residential building plot nearer than twenty-five (25) feet nor further than thirty (30) feet from the front lot line, nor nearer than ten (10) feet to any side lot line. The side line restriction 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 fifteen (15) feet to the side street line.

3. No building shall be erected on a lot unless the

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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 shall be permitted on any lot having a ground floor square foot area of less than 900 square feet in the case of a one story structure, nor less than 700 square feet in the case of a one and one-half or two story structure; said dimension to be exclusive of attached garage or covered patio.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in this sub-division shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted, except that a basement may be constructed and used as a residence for one year during the course of the construction of such a residence.

5. No lumber or materials except those being used in the construction of a residence shall be stored on any lot. No commercial vehicle, truck or piece of industrial or commercial equipment shall be stored, parked or garaged on any lot. No obnoxious or offensive trade shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the subdivision. No signs, billboards or other public displays shall be erected on or situated on any lot, except that the owner may maintain a "For Sale" or "For Rent" sign, said sign not to exceed eight square feet in area, shall be permitted as the occasion requires.

6. Titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris and no lot shall be used for any purpose other than for residential use.

7. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until the year 1985, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years, unless, by vote of the majority of the then owners of the lots it is agreed to change, modify or amend any of the said covenants in whole or in part.

8. The parties hereto, or any of them, or their heirs, devisees or assigns, shall violate or attempt to violate any of

COMPARED

the covenants or restrictions herein before the year 1985, it shall be lawful for any person or persons owning any other lots in the said sub-division or development, to prosecute any proceeding at law or in equity against such person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent them from so doing or to recover damages or other expenses for such violation.

9. 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.

10. By the acceptance of any deed or conveyance to any lot in said sub-division, the grantee or grantees thereof agree to uphold and comply with the foregoing restrictions and covenants, anything to the contrary in such deed to be of no force and effect.

DATED AT COUNCIL BLUFFS, IOWA, THIS 15 DAY OF April, 1965.

Louis P. Jennings
Louis P. Jennings
Grace J. Jennings
Grace J. Jennings
Graham P. Jennings
Graham P. Jennings
Opal L. Jennings
Opal L. Jennings

STATE OF IOWA)
POTTAWATTAMIE COUNTY) SS.

On this 15 day of April, 1965, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Louis P. Jennings and _____ Jennings, husband and wife; and Graham P. Jennings and _____ Jennings, husband and wife; to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Kathleen Jay
NOTARY PUBLIC
Kathleen Jay

1418-493

AMENDMENTS AND ADDITIONS TO RESTRICTIONS AND COVENANTS

Comes now Axel C. Kjeldgaard and Dorothy A. Kjeldgaard, husband and wife, and do hereby state that they are the owners of Kjeldgaard's Subdivision, a part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 9, Township 74 North, Range 43 West of the 5th P.M., in Pottawattamie County, Iowa, and do hereby create and establish the same Restrictions as those dated April 18, 1965, in Book 1389, Page 177, except that Paragraph 2 of the Restrictions and Covenants above referred to shall be amended to read as follows:

2. No building shall be erected on a residential building lot nearer than 20 feet nor further than 30 feet from the front lot line, nor nearer than 7 feet to any side lot line. The side line restriction 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 10 feet to the side street line.

Paragraph 3 of the Restrictions and Covenants above referred to shall be amended to read as follows:

3. No building shall be erected on a 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 shall be permitted on any lot having a ground floor square foot area of less than 1000 square feet in the case of a one story structure, nor less than 800 square feet in the case of a one and one-half or two story structure; said dimension to be exclusive of attached garage or covered patio.

In addition thereto, Paragraph 11 shall be added to the Restrictions and Covenants to read as follows:

11. No more than one horse and no more than one dog shall be allowed on any residential building lot.

As to all other Restrictions and Covenants they shall remain.

COMPARED

the same.

Dated this 9th day of June, 1966.

Axel C. Kjeldgaard
Axel C. Kjeldgaard

Dorothy A. Kjeldgaard

Subscribed and sworn to before me by Axel C. Kjeldgaard and
Dorothy A. Kjeldgaard this 9th day of June, 1966.

Robert C. Heithoff
Notary Public.
Robert C. Heithoff

BOOK 1418 PAGE 494

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ADDITIONAL RESTRICTIONS AND COVENANTS

WHEREAS, the undersigned are the owners of all the lots within Kjeldgaard's Subdivision to Pottawattamie County, Iowa, which plat appears of record in Book 1418, Page 491, of the records of Pottawattamie County, Iowa; and

WHEREAS, there are restrictions and protective covenants concerning the use of the real estate contained within the Subdivision filed on April 18, 1965, in Book 1389, Page 177, as amended and added to on June 9, 1966, as shown at Book 1418, Page 493, records of Pottawattamie County, Iowa; and

WHEREAS, the undersigned do hereby desire to amend and add to such covenants and restrictions so as to provide for road maintenance and repair within the Subdivision, said roads and streets not being heretofore accepted by any political subdivision of the State of Iowa within its road system;

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants herein contained, do hereby agree and covenant for themselves, their heirs, successors and assigns, that the following shall constitute additional covenants upon the land located within Kjeldgaard's Subdivision to Pottawattamie County, Iowa and which shall run with the land:

12. MAINTENANCE AND REPAIR OF ROADS: (a) There is hereby created the Gayland Road Association, the members of which shall be all beneficial owners, as distinguished from security owners, of any buildable lot abutting platted and opened Gayland Street or Gayland Drive within the Subdivision. As of the date hereof, members of the Association shall include owners of Lot 2 and Lots 4 through 11, inclusive. Lot 1 is not included, as a sufficient portion thereof has been taken by the Iowa State Highway Commission, so as to render such lot unbuildable and Lot 3 is not included, as Gayland Street South of the Northerly property line of Lot 4, extended Westerly, has not been opened.

STATE OF IOWA, Pottawattamie County
Filed for record on *3* day of *March*
1966 at *5:00* o'clock *P.M.* and recorded
in Book *82* Page *10999*
Walter J. Jorgensen
John J. Jorgensen
County

82 10999

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(b) The Association shall adopt Articles to govern the affairs thereof, which Articles may be amended from time to time by owners of a majority of the lots subject thereto. Provided, however, that the following provisions shall not be subject to change by amendment of such Articles:

1. The Association shall provide for the maintenance and repair of opened and existing Gayland Drive and Gayland Street which shall include only grading, graveling, and such repairs and ditch maintenance as are necessary to ensure the integrity of the traveled portion of the roadways; salting, sanding and snow removal are not included and, likewise, installation of any additional hard surfaced road, sewer, water lines, curb, gutter or the like, is not included;
2. The cost of such necessary repairs and maintenance shall be assessed equally to each lot owned by members of the Association and provision shall be made in the Articles for enforcement of such assessment and any unpaid assessment therefor shall constitute a lien against the lot or lots affected thereby;
3. The decision of the owners of a majority of the lots as to what maintenance and/or repair expense is necessary shall be binding upon all lot owners;
4. The Association shall have officers consisting of a President, Vice President, Secretary and Treasurer.

(c) Nothing herein shall be deemed to vest title to any roads or street covered hereby in the Association, nor shall the Association, or its members, be subject to claim, or liability in tort, or otherwise, arising from the performance, or lack thereof, of road maintenance and/or repair duties.

13. This additional and amended covenant shall endure and be binding upon the parties hereto, their successors, or assigns, until January 1, 2000, at which time the same shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots it is agreed to change or terminate same in whole or in part, provided, however, that this additional covenant pertaining to road maintenance and repair shall terminate when the land within Kjeldgaard's Subdivision becomes a part of a duly incorporated municipality of the State of Iowa or is accepted within the road system of Pottawattamie County, Iowa.

COMPARED

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14. If deemed necessary by the owners of a majority of lots affected herein, the Gayland Road Association may be incorporated as a corporation not for profit under the laws of the State of Iowa.

All other provisions of the original, amended, or additional Declaration of Restrictions and Covenants heretofore existing shall remain in full force and effect according to the terms thereof.

Dated this 3rd day of March, 1982.

Duane C. Kjeldgaard
Duane C. Kjeldgaard

Glenna J. Kjeldgaard
Glenna J. Kjeldgaard

Cheryl B. Stanfield
Cheryl B. Stanfield

Roger W. Wahl
Roger W. Wahl

Margery S. Wahl
Margery S. Wahl

Ronald R. Mehling
Ronald R. Mehling

KAM Karen A. Mehling
Karen A. Mehling

Darrell L. Dreager
Darrell L. Dreager

Nadine H. Dreager
Nadine H. Dreager

Michael H. Hughes
Michael H. Hughes

Mary J. Hughes
Mary J. Hughes

Keith A. Dyke
Keith A. Dyke

Judith L. Dyke
Judith L. Dyke

Charles E. Legg
Charles E. Legg

Betty M. Legg
Betty M. Legg

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CONSENT AND WAIVER OF RESTRICTIONS AND COVENANTS

WHEREAS the undersigned are the owners of all the lots within Kjeldgaard's Subdivision, formerly known as Jennings' First Subdivision (hereinafter "Subdivision"), to Pottawattamie County, Iowa; and

WHEREAS Restrictions and Covenants (hereinafter "Covenants") for the Subdivision dated April 18, 1965, were filed with the Pottawattamie County Recorder, on May 3, 1965, at Book 1389, Page 177; and

WHEREAS these Covenants affect all of the lots within the Subdivision; and

WHEREAS the Covenants referred to above are still in full force and effect at this time; and

WHEREAS it is the desire of all of the owners of the lots in the Subdivision to consent to and to waive the restrictions and conditions contained in the Covenants as to the duplex presently erected on the property legally described as:

South 14.00 feet of Lot 1, and all of Lot 3 and Lot 2, Kjeldgaard's Subdivision, an Auditor's Subdivision of NE 1/4 NW 1/4 NE 1/4 Section 9, Township 74, Range 43, except that part deeded to State of Iowa recorded in Book 75, Page 2320,

(hereinafter "Duplex Property"); and

WHEREAS the owners of all the lots desire assurance that the waiver and consent as to the Duplex Property have certain conditions and limitations and further desire assurance that all remaining lots in the Subdivision will continue to remain single family residential lots.

STATE OF IOWA, Pottawattamie County
Filed for recording this 21 day of July
1965 with a bill was paid and recorded
in Book 93 Page 2879

John Spertino
Recorder

93 2879

COVENANTS

NOW, therefore, the owners of all of the lots of the Subdivision hereby agree as follows:

1. The requirement stated in Paragraph 1 of the Covenants be and is hereby waived as to the present structure erected on the Duplex Property described above, except that the following limitations and conditions should be and are hereby imposed upon any owner or owners of the Duplex Property:

a. At least one half of the duplex presently located on the Duplex Property will be owner-occupied at all times;

b. No additional dwelling units, either single family or multiple family, will be built upon the Duplex Property; and,

c. If the current duplex located on the Duplex Property is removed, substantially damaged, or destroyed, it may only be replaced by a like duplex or single family dwelling.

2. Except as expressly modified above, all of the Covenants remain in full force and effect and are enforceable as to all of the lots located in the Subdivision.

DATED this 28th day of May, 1992.

OWNER OF LOT 2A

OWNER OF LOT 2B

EDITH BELL

BETTY BELL

OWNER OF LOT 4

OWNER OF LOT 5

John L. Rinde
JOHN L. RINDE

Stenn L. Clouser
STENN L. CLOUSER

Margaret Rinde
MARGARET RINDE

Alberta K. Clouser
ALBERTA K. CLOUSER