

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Twin Oaks Development Co., Inc., of Mills County, State of Iowa, in consideration of the sum of One Dollar (\$1.00) in hand paid and other valuable consideration and as part of and in connection with the filing of the plat of:

JENS ADDITION DIVISION 7 TO THE CITY OF GLENWOOD, IOWA,

do hereby establish as restrictive covenants, easements, and conditions for the use of said property, said restrictive covenants, easements, and conditions to run with the land and to be binding upon itself, its heirs, and assigns, and upon the owners, their heirs, and assigns of any and all of the lots in the said real estate in the City of Glenwood, Iowa, the following:

- a. 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
- b. No building shall be erected on any residential building lot nearer than 25 feet to nor farther than 45 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 25 feet to the side street line.
- c. No residential building lot shall have a width of less than 60 feet at the minimum building setback line nor an area of less than 7500 square feet.
- d. 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.
- e. 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. No dwelling shall be permitted on any lot unless said dwelling shall have a GROUND FLOOR square foot area of at least 800 square feet.

f. Titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.

g. 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.

h. A perpetual easement of 5 feet on side lot lines and 10 feet on rear lot lines shall be reserved for the installation and maintenance of utilities and drainages.

i. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 1998, at which time said covenants may be extended for successive periods of ten years by written action of the majority of the then owners of the lots, filed of record in County, Iowa.

j. 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 it shall be lawful for any other person or persons owning any other lots in said development of 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.

k. In validation 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.

Signed this 20th day of October 1976.

(SEAL)

TWIN OAKS DEVELOPMENT CO., INC.

By Lloyd D. Banks President
Lloyd D. Banks

By H. Gene McKeown Secretary
H. Gene McKeown

STATE OF IOWA,
COUNTY OF MILLS.

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On this 20th day of October 1976 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lloyd D. Banks and H. Gene McKeown to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively, of said corporation executing the within and foregoing instrument, that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Lloyd D. Banks and H. Gene McKeown as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it, and by them voluntarily executed.