

1253-241

Robin Hill Addition

2-23-60

File No. 4477

Fee \$2.00

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Roy E. Ford and Bonnie J. Ford,
husband and wife, and Walter R. Reed
and Gloria Ann Reed, husband and wife

RESTRICTIONS AND COVENANTS

Dated

to

The Public

RESTRICTIONS AND COVENANTS UPON THE REAL ESTATE KNOWN AS ROBIN HILL TERRACE

WHEREAS, Roy E. Ford and Bonnie J. Ford, husband and wife, and Walter R. Reed and Gloria Ann Reed, husband and wife, are now the owners of all the property and lots contained in Robin Hill Terrace, a parcel of land in the NW $\frac{1}{4}$, SW $\frac{1}{4}$ and NE $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 4, Township 74, Range 43, said parcel being described as follows: - Beginning at a point 1318.8 feet East of the W. corner of said section 4, Township 74, Range 43, thence West 709.6 feet, thence South 01° 01' East 1320 feet, thence North 89° 24' East 709.6 feet, thence North 01° 01' West to point of beginning, containing in all 21 $\frac{1}{2}$ acres, more or less.

WHEREAS, the said Roy E. Ford and Bonnie J. Ford and Walter R. Reed and Gloria Ann Reed desire to restrict all of the above-described property as hereinafter stated for their benefit and for the benefit of all future owners of lots in said addition;

Now, THEREFORE, the said Roy E. Ford, Bonnie J. Ford, Walter R. Reed and Gloria Ann Reed do hereby create and establish the following restrictions which shall become binding on all the property and lots in Robin Hill Terrace, and also upon the owner, or others at any time of any of the above-described lots in said addition to the extent herein 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 and two family dwellings, not to exceed two stories in height.
2. No building shall be erected on any residential building lot nearer than 25 feet to nor farther than 40 feet from the front lot line, nor nearer than 10 feet to any side lot line.
3. No residential lot shall be resubdivided into building plots having less than 22,500 square feet of area or a width of less than 150 feet each, nor shall any building be erected on any residential building plot having an area of less than 22,500 feet.
4. No trailer, basement, basement-house, tent, shack, garage, barn, or other out-building, shall be erected, or parked, in the tract at any time and no trailer, basement, basement-house, tent, shack, garage, barn or other out-building shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
5. Title holder of each lot, vacant or improved, shall have the responsibility of keeping his lot or lots free of weeds and debris.

6. 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 shall be permitted on any lot described herein, having a square foot area of less than 864 square feet.

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 front five feet of each lot for utility installations and maintenance of same.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 1980, at which time said covenants shall be extended, automatically, 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, grantees, or successors in interest, shall violate or attempt to violate any of the covenants or restrictions herein before the year 1980, then and in such an event or series of events, it shall be lawful for any other person or persons owning any other lots in said development to prosecute at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions for the purpose of preventing him or them from so doing or to recover damages for such violation or violations.

11. Invalidity of any one of the covenants herein contained by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

12. By the acceptance of any deed or conveyance of any lot in the said addition, the grantee automatically agrees to uphold and comply with the foregoing restrictions and covenants.

Accepted this 22 day of February, 1960

Roy E. Ford
Roy E. Ford

Bonnie J. Ford
Bonnie J. Ford

Walter A. Reed
Walter A. Reed

Gloria Ann Reed
Gloria Ann Reed

STATE OF IOWA

POTTAWATTAMIE COUNTY) ss.

On this 22nd day of February, 1960, before me the undersigned a Notary Public in and for Pottawattamie County, Iowa, personally appeared Roy E Ford and Bonnie J Ford, husband and wife, and Walter R Reed and Gloria Ann Reed, husband and wife, to me known to be the identical persons named herein and who executed the foregoing instrument and acknowledged that they executed same as their voluntary act and deed.

Notary Public