

FAIRMOUNT ACRES, INC.,
AN IOWA CORPORATION.

RESTRICTIVE COVENANTS RELATING
TO SELDIN'S THIRD ADDITION,
SECTION TWO, Consisting of Lots
One Hundred Fifty (150) to Lot
One Hundred Sixty-one (161), both
Inclusive, A SUBURBAN SUBDIVISION
IN POTTAWATTAMIE COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That Fairmount Acres, Inc., an Iowa corporation, as the proprietor of that subdivision known as Seldin's Third Addition, Section Two, consisting of Lots One Hundred Fifty (150) to Lot One Hundred Sixty-one (161), both inclusive, a suburban subdivision in Pottawattamie County, Iowa, for the purpose of establishing a general building plan covering the said subdivision, for the protection of and benefit to the purchasers of lots in said subdivision, hereby declare that the following protective covenants shall apply to and restrict as to all lots in said subdivision, Seldin's Third Addition, Section Two, consisting of Lots One Hundred Fifty (150) to Lot One Hundred Sixty-one (161), both inclusive, a suburban subdivision in Pottawattamie County, Iowa.

1. All lots described herein shall be used solely as residential lots for one or two-family residences, and no structure shall be erected on any residential building lot other than one single family dwelling or two-family dwelling, and not to exceed two stories in height and a one, two, or three-car garage.

2. No building shall be erected on any residential building plot nearer than twenty-five (25) feet to nor farther than thirty-five (35) feet from the front lot line, nor nearer than five (5) feet to any side lot line, except that as the side line restriction, same shall not apply to a garage located on the rear one-fourth of a lot, except that on corner lots no structure shall be permitted nearer than twelve and one-

half (12½) feet to the side lot line.

3. No residential lot shall be resubdivided nor shall more than one residence be erected on any lot.

4. No trailer, basement, tent, shack, garage, barn nor other outbuilding 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. Titleholder of each lot, vacant or improved, shall keep 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 Covenant. In any case no dwelling shall be permitted on any lot described herein, having a ground floor square-foot area of less than seven hundred twenty (720) square feet, for one family dwelling, or double said area for two family dwelling, in the case of a one-story structure, nor less than six hundred fifty (650) square feet on the ground floor in the case of a one and one-half or two story structure as to one family dwelling, and double said area for two family dwelling.

7. No noxious or offensive trade shall be carried 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 rear five (5) feet and over five (5) feet along each side of each lot for installation and maintenance of utilities. This shall include the right to trim or remove trees as necessary to maintain reasonable clearances for the utility lines.

9. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 1983, at which time said Covenants shall be automatically extended for successive periods of ten (10) 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, successors or assigns, shall violate or attempt to violate any of the Covenants or Restrictions herein before ten (10) years, or any extension thereof, 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. Invalidity 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.

12. Fairmount Acres, Inc., an Iowa corporation, as the proprietor of Seldin's Third Addition, Section Two, consisting of Lots One Hundred Fifty (150) to Lot One Hundred Sixty-one (161), both inclusive, a suburban subdivision in Pottawattamie County, Iowa, hereby agrees with the purchasers and prospective purchasers of lots in Seldin's Third Addition, Section Two, consisting of Lots One Hundred Fifty (150) to Lot One Hundred Sixty-one (161), both inclusive, a suburban subdivision in Pottawattamie County, Iowa, to convey all of said lots subject to the foregoing covenants.

FAIRMOUNT ACRES, INC.

BY

President

BY


Secretary

STATE OF IOWA

COUNTY OF POTTAWATTAMIE

ss.

On this 13 day of July, 1961, before me,
the undersigned, a Notary Public in and for said County, in said State,
personally appeared Ben I. Seldin and Millard R. Seldin, to me personally
known, who, being by me duly sworn, did say that they are the President
and Secretary, respectively, of said corporation, 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 Ben I. Seldin and Millard R. Seldin acknow-
ledged the execution of said instrument to be the voluntary act and deed
of said corporation, by it and by them voluntarily executed.


Kenneth Stork
Notary Public in and for Pottawattamie
County, Iowa.