1314-333 Seldin's Fourth

Compared

) RESTRICTIVE COVENANTS RELATING
)
) TO SELDIN'S 4TH ADDITION, A
)
) SUBURBAN SUBDIVISION IN POTTA-
)
) WATTAMIE COUNTY, IOWA
)

KNOW ALL MEN BY THESE PRESENTS:

That ROLLING HILLS, INC., a Nebraska Corporation, as the proprietor of that subdivision known as Seldin's Fourth Addition, 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 Fourth Addition, a suburban subdivision in Pottawattamie County, Iowa.

1. All lots described herein shall be used solely as residential lots for one to 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. The side line restriction 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 except by the Undersigned, nor shall more than one residence be erected on any lot.

4. No trailer, basement, tent, shack, garage, barn or 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. Trimming of each lot, vacant or improved, shall keep the weeds on lots free of weeds and debris.

6. No buildings shall be erected on any lot unless the design and location is in harmony with existing structures and location in the tract and does not violate any protective Covenant. In any case no dwelling shall be erected 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,

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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 license and easement is hereby reserved in favor of and granted to Iowa Power and Light Company and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; provided however, that said side lot line easement is granted upon the specific conditions that if both of said utility companies fail to construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.

9. A perpetual easement is hereby reserved over, on, and under a five foot strip of land adjoining the rear and side boundary lines of said lots in favor of the undersigned to construct surface water drainage swales, tiles and other structures.

10. No posters or outdoor signs of any kind may be erected or placed on any part of above described premises, except only that residential "For Sale" signs not exceeding four square feet in area shall be permitted. This restriction shall not apply to the undersigned or to his initial grantee, either of whom may erect signs in connection with the development and sale of said subdivision.

11. Prior to the commencement of construction of any structures on any of said lots, the plans and specifications therefor (including lot elevations and plot plans) must be submitted to and approved in writing by the undersigned. This restriction shall terminate ten years after date hereof.

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12. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 1993, 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.

13. 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.

14. Invalidation 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.

15. ROLLING HILLS, INC., a Nebraska Corporation, as the proprietor of Seldin's Fourth Addition, hereby agrees with the purchasers and prospective purchasers of Lots in Seldin's Fourth Addition to convey all of said lots subject to the foregoing covenants.

ROLLING HILLS, INC.

BY: Theodore M. Seldin
President

ATTEST: [illegible]
Secretary

STATE OF IOWA)
) ss
COUNTY OF POTTAWATTAMIE)

On this 17 day of August, 1962, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Theodore M. 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 executing the within and foregoing instrument, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that the said Theodore M. Seldin and Millard R. Seldin 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.

[illegible]
Notary Public in and for Pottawattamie County, Iowa