

COMPARED

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RESTRICTIVE COVENANTS

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The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 2005.

LOTS ONE (1) THROUGH THIRTY-NINE (39) INCLUSIVE, IN SELDIN'S COUNTRYSIDE, AN ADDITION TO TREYNOR, AS SURVEYED, PLATTED AND RECORDED, in POTAWATTAMIE COUNTY, IOWA

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used only for single-family or two (2) family (duplex) residential purposes and for accessory structures incidental to residential use, or for church, school, or non-profit recreational purposes.

B. No residential structure shall be erected or placed on any building plot which has an area of less than 5,000 square feet. No building shall be located on any plot nearer than 25 feet to the front line of the building plot, nor shall any building, except a detached garage, be located nearer than Five (5) feet to any side line of any building plot. Notwithstanding the foregoing, if the Town Council of the Town of Treynor shall by resolution permit a lesser set back, side yard, rear yard or plot area building plot, then as to such plot the determination of said Council shall automatically supersede these Covenants.

C. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All weeds and grass shall be kept cut down to a maximum height of twelve inches above ground level. All plots shall be kept free of all types of trash and debris. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animals, livestock or poultry of any kind shall be raised, brought or kept on said lots, except that dogs, cats or other household pets are permitted if they are not kept, bred or maintained for any commercial purpose.

D. No trailer, tent, shack, barn or temporary structure shall be placed or erected on said real estate. Only the main residential structure may be occupied as a dwelling and such occupancy shall not be permitted until all exterior construction is fully completed according to approved plans. No building materials shall be placed on any lot until construction has started on the main residential structure.

E. The ground floor enclosed area of single-family residential structures, exclusive of open porches and garages, shall be not less than 864 square feet for a one-story structure nor less than 720 square feet for a one-and-one-half story or taller structure. The ground floor enclosed area of a two(2) family (duplex) residential structure, exclusive of open porches and garages, shall not be less than 1,600 square feet for a one-story structure nor less than 1,450 square feet for a one-and-one-half story or taller structure.

STATE OF IOWA, Pottawattamie County
Filed for record the 25 day of May
1975 in 1016 docket # 75-7594
Recorder Janet Cooper Deputy

Alvin J. Cooper

Janet Cooper
Deputy

COMPARED

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For each single-family dwelling there must also be erected a private garage for not less than one car to be of a minimum size of ten feet by twenty-one feet. For each two (2)-Family (duplex) dwelling there must also be erected a private garage for not less than two cars, each car stall to be a minimum size of ten feet by twenty-one feet.

F. A perpetual license and easement is hereby reserved in favor of and granted to Iowa Power & Light Co. 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, under and upon a five (5) foot strip of land adjoining the front boundary line of said lots. A perpetual easement is also reserved to the undersigned or its assigns, over the rear and side Five (5) foot wide strip of land of each lot for the purpose of laying drain tiles or constructing swales to drain off surface waters.

G. No posters or outdoor signs of any kind may be erected or placed on any part of the 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 who may erect sign in connection with the development and sale of said subdivision.

H. 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.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these Covenants this 23rd day of MAY, 1975.



SELDIN DEVELOPMENT & MANAGEMENT COMPANY

BY: Millard R. Seldin
Millard R. Seldin, President

ATTEST: Stanley C. Silverman
Stanley C. Silverman, Secretary

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally came Millard R. Seldin, President of SELDIN DEVELOPMENT & MANAGEMENT COMPANY, to me personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Corporation and that the Corporate Seal of the said Corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

Barbara Chamberlin
Notary Public

