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Compared

Green Acres Realty, Inc.,
an Iowa corporation,

to
The Public

RESTRICTIVE COVENANTS
RELATING TO SELDIN'S
FIRST ADDITION TO THE
CITY OF COUNCIL BLUFFS,
IOWA.

KNOW ALL MEN BY THESE PRESENTS:

That Green Acres Realty, Inc., an Iowa corporation, as the proprietor of that subdivision known as Seldin's First Addition to the City of Council Bluffs, Iowa, for the purpose of establishing a general building plan covering the said subdivision, and 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 Seldin's First Addition to the City of Council Bluffs, Iowa:

1. All lots described herein shall be known, described and 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 or two car garage.

2. No building shall be erected on any residential building plat nearer than twenty-five (25) feet to nor farther than thirty (30) feet from the front lot line, nor nearer than four (4) feet to any side lot line. The side line restriction 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 twelve and one-half (12½) feet to the side street line.

3. No residential lot shall be resubdivided into building plots having less than five thousand (5,000) square feet of area or width of less than fifty (50) feet each, nor shall any building be erected on any residential building plot having an area of less than five thousand (5,000) feet.

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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. 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 six hundred seventy-two (672) square feet, for one family dwellings, or double said area for a two-family structure, in the case of a one story structure, nor less than six hundred seventy-two (672) square feet in the case of a one and one-half or two story structure, as to one family dwellings, or double said area for a two-family structure.

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

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 rear five (5) feet of each lot for utility installation and maintenance.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 1981, 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 or assigns shall violate or attempt to violate any of the covenants or restrictions herein before 1981, or any extended period, it shall

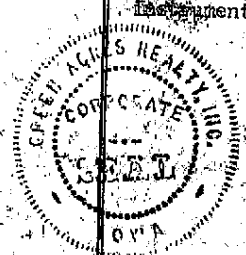
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be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

11. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the others which shall remain in full force and effect.

12. And said Green Acres Realty, Inc., as the proprietor of Seldin's First Addition to the City of Council Bluffs, Iowa, hereby agrees with the purchasers of lots in Seldin's First Addition to the City of Council Bluffs, Iowa, to convey all of said lots subject to the foregoing covenants.

IN WITNESS WHEREOF, said corporation and its officers and directors have caused this instrument to be duly executed this 24 day of October, 1956.



GREEN ACRES REALTY, INC.

BY Ben L. Seldin
President

ATTEST: Millard R. Seldin
Secretary

STATE OF IOWA

COUNTY OF POTTAWATTAMIE

ss.

On this 24 day of October, 1956, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Ben L. 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 instrument was lawfully executed and the execution of said instrument was duly authorized by the Board of Directors of said corporation, by it and by