

Green Acres Realty, Inc.,
an Iowa Corporation,
to
The Public

RESTRICTIVE COVENANT
TO SEIDIN'S SECOND ADDITION TO
THE CITY OF ROCKY HILLS,
IOWA.

KNOW ALL MEN BY THESE PRESENTS:

That Green Acres Realty, Inc., an Iowa corporation, is the proprietor of that certain lot known as Seidin's second addition to the City of Rocky Hills, Iowa, for the purpose of creating a general building plan covering the said addition, and for the purpose of conveying to the persons who purchase lots in said addition, the following restrictive covenants, which shall run with the lots and bind the persons who purchase lots in said addition to the said restrictive covenants:

1. All lots in said addition shall be used for residential purposes only, and shall not be used for any other purpose, except as hereinafter provided.

2. All lots in said addition shall be used for residential purposes only, and shall not be used for any other purpose, except as hereinafter provided.

3. All lots in said addition shall be used for residential purposes only, and shall not be used for any other purpose, except as hereinafter provided.

4. All lots in said addition shall be used for residential purposes only, and shall not be used for any other purpose, except as hereinafter provided.

5. All lots in said addition shall be used for residential purposes only, and shall not be used for any other purpose, except as hereinafter provided.

6. All lots in said addition shall be used for residential purposes only, and shall not be used for any other purpose, except as hereinafter provided.

7. All lots in said addition shall be used for residential purposes only, and shall not be used for any other purpose, except as hereinafter provided.

8. All lots in said addition shall be used for residential purposes only, and shall not be used for any other purpose, except as hereinafter provided.

9. All lots in said addition shall be used for residential purposes only, and shall not be used for any other purpose, except as hereinafter provided.

10. All lots in said addition shall be used for residential purposes only, and shall not be used for any other purpose, except as hereinafter provided.

11. All lots in said addition shall be used for residential purposes only, and shall not be used for any other purpose, except as hereinafter provided.

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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 or do 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 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 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 relief for such violation.

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11. Invalidation of or any one of these covenants by any order or court shall not affect any of the other provisions hereof, which shall remain in full force and effect.

12. And said Green Acres Hotel, Inc., on the incorporation of said corporation, shall be deemed to have accepted the terms of the articles of incorporation and the by-laws of said corporation, and shall be deemed to have agreed to be bound by the same, and to the full extent of the law, to carry out and fulfill all the terms and conditions of the same.

IN WITNESS WHEREOF, the Board of Directors of said corporation, on this 7th day of April, 1958, have hereunto set their hands and the seal of said corporation.

BY: *Ben I. Seldin*
President

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, on this 7th day of April, 1958.

BY: *Millard R. Seldin*
Secretary

STATE OF IOWA)
COUNTY OF POTTAWATTAMIE) ss.

On this 7th day of April, 1958,
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 acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Dorothy Strub
Notary Public in and for Pottawattamie County, Iowa.

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28" ST

29" S

California
San Francisco
in 1900