

PROTECTIVE COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS FOR PART
TWIN CITIES PLAZA,
A SUBDIVISION IN POTTAWATTAMIE COUNTY, IOWA

The following covenants, conditions, restrictions and easements are hereby imposed upon the following described real estate and are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from date, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an agreement signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part:

Lots One (1) through Three-Hundred-and-One A (301A), both inclusive, in Twin Cities Plaza, a subdivision in Pottawattamie County, Iowa, as surveyed, platted and recorded:

1. All lots described herein shall be known, described and used solely as residential lots, and no structure shall be erected on any residential building lot other than one detached single family dwelling not to exceed two stories in height and a one or two car garage.
2. No building shall be erected on any residential building plot nearer than 35 feet to the front lot line, nor nearer than 5 feet to any side lot line. The side line restrictions 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 20 feet to the side street line.
3. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5000 square feet.
4. No trailer, basement, tent, shack, garage, barn or other out building 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 Covenants. In any case no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 750 square feet in the case of a one story structure, nor less than 500 square feet in the case of a one and one-half or two story structure.
6. Title holder 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.

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Garages or other accessory buildings, if erected on said premises during said period, must be built of new lumber and building materials. No used lumber or building materials may be used in the construction thereof. Posts for drying laundry shall be constructed of steel poles imbedded in concrete. All cans or receptacles for the accumulation of trash, rubbish or garbage shall be enclosed.

9. No horses, cows, goats, sheep or animals of any kind shall be permitted to be kept on any of said lots, with the exception of dogs and cats.
10. No open fence shall be built to a height greater than 4'6" on that section which shall comprise the rear lot area of the property. No fences or hedges shall be placed or maintained forward of the front building line.
11. A perpetual easement is reserved over the rear and side five feet of each lot for utility installations and maintenance.

The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not affect the validity of any other provision.

If the parties hereto, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated 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 and either to prevent him or them from so doing or to recover damages or other dues for such violation.

IN WITNESS WHEREOF, the undersigned owner of the above-described property has executed this agreement by its President and caused its corporate seal to be affixed by its Secretary, on this 19 day of April, 1961.

ATTEST:

TWIN CITY PLAZA, INC.

By: _____

President

Secretary

STATE OF IOWA)

) ss.

COUNTY OF POTTAWATTAMIE)

On this 19 day of April, 1961, before me, the undersigned, a Notary Public in and for said County, personally came William V. Renner, President of Twin City Plaza, Inc., a corporation, to me personally known to be the President and the identical person whose name is affixed to the above and foregoing instrument, 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 said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public
Notary Public

My Commission expires the 7 day of July, 1961.