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PROTECTIVE COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS FOR PART
TWIN CITIES PLAZAA SUBDIVISION IN POTTAWATTAMI COUNTY, IOWA
AND RELEASE OF PRIOR COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS

The following covenants, conditions, restrictions and easements are hereby imposed upon the following described real estate and appurtenant 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 by change and renewals in whole or in part:

Lots Three Hundred Two (302) through Five Hundred
Seventeen (517), both inclusive, in Twin Cities
Plaza, a subdivision in Pottawattami County, Iowa,
as surveyed, platted and recorded.

1. All lots described hereon shall be known, described and used solely as residential lots, and no structure shall be erected on any piece of land building for other than a detached single family dwelling not to exceed two stories in height and none on the rear lot line.

2. No building shall be erected on any residential building plot nearer than ten feet to the front lot line, nor nearer than five feet to any side lot line, and no dwelling shall be erected the front of which is nearer than 15 feet from the front lot line. The side line restrictions shall not apply to a garage located on the rear and quarter of a lot, except that no corner lots no structure shall be permitted nearer than 20 feet to the side lot line abutting the street.

3. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 30 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 lot shall at any time be used as a residence, temporary 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 250 square feet in the case of a one story structure nor less than 650 square feet in the case of a one and one-half or two story structure.

6. Title borders of each tract and or improved shall keep lot and lot lines free of weeds and debris.

7. No noxious 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. Fences or other structures, 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 construction thereof. No lot drainage ditches shall be constructed on lot unless provided in concrete. All cans or receptacles for the accumulation of trash, rubbish or garbage shall be enclosed.

9. No house, cow, 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.

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10. No building shall be built on a vacant lot larger than 4,000 square feet which shall contain the area of 100 sq. ft. of the property building area.

11. A permanent easement is reserved over the rear and side yards of each lot for utility installations and maintenance.

12. No building shall be built on a vacant lot larger than 4,000 square feet which shall contain the area of 100 sq. ft. of the property building area.

The provisions herein contained are in pursuance of a plan of improvement and development and such provision is covered and controlled by 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 the subdivision to prosecute any proceeding 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 relief for such violation.

The covenants, conditions, restrictions and easements imposed upon the following described real estate, to-wit:

Lots Three Hundred One (301) through Five Hundred Seventeen (517) both inclusive in Twin City Plaza, a subdivision in Pottawattamie County, Iowa as surveyed, platted and recorded.

dated the 14th day of August, 1960, and recorded on the 14th day of August, 1960, in Book 1368 at Page 57 in the Office of the Pottawattamie County Recorder, are hereby cancelled, revoked and released of record.

IN WITNESS WHEREOF the undersigned owner of the above described property has caused these Covenants and Release of prior Covenants to be executed by its Vice President and its Corporate Seal to be affixed hereto on this 22nd day of August, 1964.

TWIN CITY PLAZA, INC.

By Paul F. Morgan Jr.
Vice President

ATTEST:

Phil E. Donaldson
Secretary
STATE OF IOWA
COUNTY OF POTTAWATTAMIE

On this 22nd day of August, 1964, before me, the undersigned Notary Public in and for said County, personally appeared the above named Paul F. Morgan Jr. to me known to be the Vice President of Twin City Plaza, Inc., a corporation, and the identical person who executed the above and foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and Notary Seal the date last above written.

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Notary Public
Barney K. Kuter, Notary Public
Commission Expires July 4, 1966