

78-10703

DONALD G. WHEELER AND LILLIAN  
B. WHEELER

TO

THE PUBLIC

DECLARATION OF RESTRICTIVE  
AND PROTECTIVE COVENANTS  
GOVERNING THE OWNERSHIP OF  
LOTS IN WHEELER SUBDIVISION.

Donald G. Wheeler and Lillian B. Wheeler of Crescent, Iowa, thereby  
declares that they are the owners of:

The following described Real Estate situated in the  
County of Pottawattamie and State of Iowa, to-wit:-

TRACT "A" A tract of land lying in the NW $\frac{1}{4}$  of Section 11, Township 77, Range 44, Pottawattamie County, Iowa, containing 23.93 acres, more or less, more particularly described as follows: Beginning at the North Quarter corner of Section 11 and assuming the North line of Section 11 to bear due East-West; thence South 0° 07' 26" East along the North-South Quarter line a distance of 1631.71 feet and to the center of County Road No. G-14 (as traveled); thence along the centerline of said county road North 41° 53' 57" West a distance of 367.52 feet; thence North 37° 07' 15" West 280.85 feet; North 33° 04' 50" West 202.12 feet; North 28° 59' 15" West 324.48 feet; North 35° 16' 01" West 125.51 feet; North 41° 26' 10" West 185.02 feet; North 46° 36' 50" West 162.23 feet; North 50° 40' 45" West 162.53 feet; North 53° 08' 27" West 375.79 feet to the North line of Section 11, thence East a distance of 1418.20 feet to the point of beginning.

TRACT "B" A tract of land lying in the West Half of the NE $\frac{1}{4}$  of Section 11, Township 77, Range 44, Pottawattamie County, Iowa, containing 29.90 acres, more or less, more particularly described as follows: Beginning at the North Quarter corner of Section 11 and assuming the North line of Section 11 to bear due East-West; thence East a distance of 945.21 feet to the Westerly right-of-way of County Road No. G-14; thence South 02° 02' 40" East along said right-of-way a distance of 335.57 feet; thence South 89° 11' 45" East a distance of 33.0 feet to the center of said county road; thence along the centerline of said county road South 07° 14' 09" West a distance of 127.29 feet, thence South 22° 28' 13" West 80.80 feet; thence South 29° 33' 08" West 959.87 feet; thence South 21° 55' 48" West 84.42 feet; South 10° 01' 54" West 87.89 feet; South 0° 24' 54" East 259.42 feet; South 04° 53' 24" West 79.80 feet; South 22° 23' 15" West 59.14 feet; South 50° 21' 59" West 84.67 feet; North 43° 50' 46" West 230.84 feet; North 41° 53' 57" West 249.94 feet to the North-South quarter line; thence North 0° 07' 26" West a distance of 1631.71 feet to the point of beginning.

and that the following are the restrictive and protective covenants governing the ownership and use of said lots or any combination thereof, or combination of one lot with part of another lot for residential building sites, to wit:

- A. 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 or carport, one horse barn and one utility storage building.
- B. All buildings shall be erected in conformance with the County Zoning Ordinance and so as to be compatible with neighboring homes in regards to minimum distances from property lines.
- C. No trailer, basement, tent, shack, garage or other out building with the exception of one animal shelter as more fully specified below shall be erected in the tract. No house trailer shall be permitted in the tract and no camping trailer shall be used as a residence temporarily or permanently, nor shall any residence of temporary character be permitted, nor shall any old houses, buildings or structures of any kind be moved into the tract. No out buildings to be built beyond front edge of home and road right of way.
- D. Title holder of each lot, or parts of lots, vacant or improved, shall keep his lot or lots free from weeds, except in timbered wilderness areas. All areas must be kept free from debris.
- E. No building shall be erected on any residential lot unless the design and location is in harmony with existing structures and locations in the tract and does not violate any protective covenants.

No family dwelling exclusive of garage, carport or breezeway shall be erected, altered, placed or permitted to remain on any residential building lot unless the ground floor square foot area thereof is as follows:

- 1. For all one story ranch style residences the minimum square footage shall be 1100 square feet and shall have as a minimum, a 15 foot wide attached garage and full basement.
- 2. For all split foyer residences there shall be not less than 1000 square feet on the first floor with 300 square feet finished in the lower level which will be adjoined by a garage.
- 3. For all two story or story and one-half residences there shall be a minimum of 900 square feet on the ground floor and 400 square feet on the upper story or stories with either a basement garage or 15 foot or more, attached garage.
- F. A permanent non-exclusive easement for a horse trail is reserved along the north line of Lot 4 and Lot 2 and along the west line of Lot 2. This easement shall be 20 feet wide measured from the north line of the above Lots and from the west line of Lot 2. The purpose of this easement is to provide a horse trail so that the residents of the subdivision will have a place to ride their horses, and said easement is intended to be used by the subdivision owners and their guests only.

- G. Lots 1, 2 and 3 shall be entitled to have temporary mobile homes placed upon them and used as residences for a period of two years from the date said lots are transferred by the original proprietors, Donald G. Wheeler and Lillian B. Wheeler. At the expiration of said two year period, these trailers are to be removed from the premises and said lots shall then be subject to all other building restrictions set forth in these covenants.
- H. No obnoxious or offensive trade shall be carried on upon any lot or part thereof, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- I. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 1988, at which time said covenants shall be automatically extended for successive periods of two 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.
- J. 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 1988, 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 dues for such violation.
- K. Invalidation of any one of these covenants by judgment or court order shall not effect any of the other provisions which shall remain in full force and effect.
- L. No dogs shall be allowed on the property described herein unless said property is fenced or the dogs are leashed at all times or under the personal control of an owner. In addition, there shall be no boarding kennels on said premises, except Lots 1 and 2.
- M. No automobiles shall be parked in the road right of way and all automobiles must be in operating order. No vehicle shall be up on blocks or inoperative for more than five days.
- N. Lawns are to be seeded, mowed and generally groomed so as to be neat in appearance.
- O. No lot shall be allowed to have a fence located between the house front and road right of way.
- P. There shall be allowed a maximum of two horses per acre with a compatible, completely finished horse barn of either gambled, hip or gambrel roof design. There shall be no lean to design structures constructed on the lots.
- Q. All homes and out buildings shall be completed as to outside appearance within 90 days.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1977.

  
Donald G. Wheeler

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Lillian B. Wheeler

Subscribed and sworn to before me this 18<sup>th</sup> day of November, 1977.

  
Notary Public, Noel K. Munro