

72-13903

Wildwood First

COMPANY

WILDWOOD FIRST SUBDIVISION

PROTECTIVE COVENANTS

THIS DECLARATION, made this 23 day of September, 1971, by the undersigned, hereinafter called the Declarants, WITNESSETH:

WHEREAS, Declarants are the owners of the real property described in Clause I of this Declaration, and are desirous of subjecting the real property described in said Clause I to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, Declarants hereby declare that the real property described in and referred to in Clause I hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

Definition of Terms

BUILDING SITE shall mean any lot, or portion thereof, or any two or more contiguous lots, or a parcel of land of record and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these Covenants.

ASSOCIATION shall refer to the Homes Association of the tract covered by these covenants or any extension thereof as herein provided, to-wit:

WILDWOOD HOMES ASSOCIATION, an Iowa Nonprofit Corporation.

71-13971

COMPARED

-2-

CLAUSE I.

Property Subject To This Declaration

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in the County of Pottawattamie, State of Iowa, and is more particularly described in the plat of Wildwood First Subdivision attached hereto and incorporated herein by reference.

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

The Declarants, or any of them, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference hereto.

CLAUSE II.

General Purposes Of Conditions

The real property described in Clause I hereof is subjected to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection

71-13972

COMPARED

-3-

thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

A. All building sites in the tract shall be known and described as residential building sites.

No structures shall be erected, altered, placed or permitted to remain on any building site other than one detached single-family dwelling not to exceed two and one-half (2½) stories in height, a private garage for not more than three (3) cars, guest house, servants' quarters, and other outbuildings incidental to residential use of the premises.

B. No building shall be located on any building site less than 25 feet from the front line for all sites covered by these covenants, nor less than 15 feet from any side street line. No building shall be located less than 10 feet from any side lot line or 10 feet from any building on the same site, except a detached garage or other outbuilding located in the rear yard may be placed two (2) feet from the side line. No residence shall be so located as to reduce the rear yard of the plot on which it is located to less than 20 feet.

COMPARED

-4-

C. No residential structure shall be erected or placed on any building site, which has an area of less than 7,500 square feet or a width of less than 75 feet at the front building setback line.

D. No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E. No trailer, basement, tent, shack, garage, barn, or other outbuilding other than guest houses and servants' quarters erected on a building site covered by these Covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

The keeping of a mobile home either with or without wheels, on any parcel of property covered by these Covenants is prohibited. A motor boat, house boat or other similar water borne vehicle may be maintained, stored, or kept on any parcel of property covered by these Covenants only if housed completely within a structure.

F. No main residential structure shall be permitted on any building site covered by these Covenants, the habitable floor area of which, exclusive of basements, porches, and garages is less than 1,200 square feet.

G. No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

H. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein.

71-13074

I. Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these Covenants.

J. The owner of each building site to which these Covenants apply shall hold one (1) membership in the Association and to participate in the operation of the Association in accordance with its Articles and Bylaws and shall be subject to the terms of its Articles and Bylaws including charges and assessments made in accordance therewith.

K. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1996, at which time said Covenants shall be automatically extended for successive period of ten (10) years unless by vote of the then owners of a majority of the building sites covered by these covenants it is agreed to change said covenants in whole or in part.

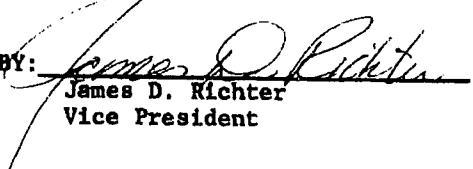
If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, or the Association as provided in Section J, to prosecute any proceedings 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.

L. Invalidation of any one of these Covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED on the above date set forth.

MIDLANDS CORPORATION

BY:

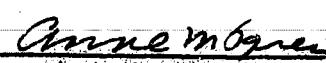

James D. Richter
Vice President

ATTEST:


Philip Willson, Secretary

STATE OF IOWA
*
ss.
COUNTY OF POTAWATTAMIE

On this 27 day of September, 1971, before me, a notary public in and for said State, personally appeared JAMES D. RICHTER and PHILIP WILLSON, to me personally known, who being by me duly sworn did say that they are the Vice President and Secretary respectively of said corporation, that no seal has been procured by the said corporation and that said instrument was signed on behalf of the said corporation by authority of its Board of Directors and the said JAMES D. RICHTER and PHILIP WILLSON acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.


Anne M. Ogren
Notary Public In And For Said State.

71-13976

COMPARED

-7-

VIKING REALTY, INC.

BY: Dusine L. Hamling
Dusine L. Hamling, President

Roger L. Starr
ROGER L. STARR

Viola E. Starr
VIOLA E. STARR

Philip L. Black
PHILIP L. BLACK

Carolyn M. Black
CAROLYN M. BLACK

David J. Shudak
DAVID J. SHUDAK

Rita M. Shudak
RITA M. SHUDAK

George Reeves
GEORGE REEVES

Lois V. Reeves
LOIS V. REEVES

STATE OF IOWA

*

ss.
COUNTY OF POTTAWATTAMIE

On this 26th day of October, 1971, before me, a notary public in and for said State, personally appeared DUAINE L. HAMLING, to me personally known, who being by me duly sworn did say that he is the President of said corporation, that no seal has been procured by the said corporation and that said instrument was signed on behalf of the said corporation by authority of its Board of Directors and the said DUAINE L. HAMLING acknowledged the execution of said instrument to be the voluntary act and deed of said corporation and by it voluntarily executed.

Phyllis H. Otto

Notary Public In And For Said State.

STATE OF IOWA

*

ss.
COUNTY OF POTTAWATTAMIE

On this 26th day of October, 1971, before me, a notary public in and for said State, personally appeared ROGER L. STARR, VIOLA E. STARR, PHILIP L. BLACK, CAROLYN M. BLACK, DAVID J. SHUDAK, RITA M. SHUDAK, GEORGE REEVES, and LOIS V. REEVES, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Phyllis H. Otto

Notary Public In And For Said State.

71-13977