

COMPAREDRESTRICTIONS AND COVENANTS UPON THE REAL ESTATE KNOWN AS
WILSHIRE HEIGHTS IN POTTAWATTAMIE COUNTY, IOWA

WHEREAS, the A. T. & C. Corporation of Omaha, Douglas County, Nebraska, is the owner of all of the property in lots contained in Wilshire Heights Addition in Council Bluffs, Pottawattamie County, Iowa, and,

WHEREAS, the A. T. & C. Corporation desires to restrict all of the above described property as hereinafter stated for their benefit and for the benefit of all future owners of lots in said addition;

NOW, THEREFORE, the said A. T. & C. Corporation does hereby create and establish the following restrictions which shall become binding on all the property and lots in Wilshire Heights consisting of 92 lots with the exception to Lots 1 and 2 of said subdivision; said Lots 1 and 2 are designated as proposed commercial lots and all of said restrictions set forth herein are not binding on these Lots 1 and 2 of Wilshire Heights Addition. Said restrictions herein are binding on the A. T. & C. Corporation and also upon the owner or owners at any time of any of the above described lots in said addition to the extent herein indicated, to-wit:

1. All lots shall be known, described and used solely as residential lots and no structure shall be erected on any residential lot other than one detached family dwelling, not to exceed two stories in height and a one, two, or three car garage, with a minimum width to be 12 feet.

2. No building shall be erected on any residential building lot nearer than 35 feet to the front lot line nor shall it be further than 60 feet from the lot line fronting on the street.

3. No building or part of building shall be erected nearer than 10 feet to any side lot line. Said restriction shall not apply to any garage or other incidental building located 100 feet from said lot line fronting on the street.

4. No residential lots shall be divided into building lots unless approved by the grantor herein.

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

6. No structure shall be moved into any lots unless it meets with the approval of the grantor or a committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with existing structures in the said subdivision.

7. No building shall be erected on any lot until the design and location thereof have been approved in writing by the grantor or its successor in title, or by a committee appointed by said grantor. The front set back and the side yard set back shall be approved in writing by the grantor.

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8. No dwelling shall be permitted on any lot described herein, having a square foot living area of less than 1,100 square feet exclusive of garage and basement.

9. No obnoxious or offensive activity 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.

10. No business shall be carried on upon any lot in said subdivision.

11. Sewage disposal shall be by septic tank, and each owner agrees to discontinue the use of said septic tank within one year after a sanitary sewer is constructed in said subdivision.

12. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

13. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Iowa Public Health Department. Approval of such system as installed shall be obtained from such authority.

16. All dirt from the cellars, basements, or other excavations from each and every lot in said subdivision which is not used on said lot where it is obtained must be removed to a designated area within said subdivision as the grantor may designate. This may be waived at the option of the grantor, or its successors in title, or by a committee appointed by said grantor, by written consent.

17. No boats or trailers of any kind shall be stored on any lot other than inside the family garage. No vehicle of any kind shall be stored on any lot unless it be inside the garage of said home.

These covenants and restrictions are to run with the land and shall be binding on all of the parties and all of the persons claiming under them until June 1, 1990, at which time said covenants and restrictions herein shall terminate.

By acceptance of this conveyance, the grantee, in consideration of the premises, binds himself, his heirs, executors and administrators or grantees to strictly observe and perform all of the restrictions and covenants herein contained.

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Invalidation of any one of the covenants herein contained by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

The grantor agrees that all further deeds of property in this subdivision made by it shall contain all of these covenants and restrictions.

A. T. & C. CORPORATION

By


Thomas F. Carl - Vice-President and
Treasurer.



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