

Plat Book, No. 3, Dallas County, Iowa

Fee \$11.50



#2098 State of Iowa, Dallas County
Filed for record this 8 day of September
A. D., 1961 at 11:40 o'clock A. M.
Marguerite Gowin, Recorder
By Eleanor Myers, Deputy

Plat of
Corene Acres Plat 2

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DEDICATION AND STATEMENT CONCERNING PLAT OF CORENE ACRES PLAT 2 TOWN OF WAUKEE, DALLAS COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, George E. Gray and Corene Gray, his wife, for the consideration of the enhancement of the value of a part of their real estate, do hereby convey and dedicate unto the Town of Waukee, Dallas County, Iowa, all the streets as shown in the annexed and attached plat of real estate located in the Town of Waukee, Dallas County, Iowa, and which is described as follows, to wit:

"Beginning at the Center of Section 33, T-79-N, R-26-W of the 5th P.M.; hence, East on the north line of the Southeast $\frac{1}{4}$ of said Section 33, 1014.1 feet; hence South, 190 feet; hence West, 79 feet; hence, South 130 feet; hence, East, 79 feet; hence, South, 320 feet; hence, East, 867.5 feet; hence, South, 320 feet; hence, West, 1883.56 feet to the west line of the said Southeast $\frac{1}{4}$ Section; hence, North, 960 feet on the said west line of said Southeast $\frac{1}{4}$ Section to the point of beginning, situated in Dallas County, Iowa, and containing 28.508 acres, more or less."

AND which foregoing real estate has been platted and is known as Corene Acres Plat 2, a Subdivision in the Town of Waukee, Dallas County, Iowa, and which is a tract of land containing 94 lots, numbered from 1 to 94 inclusive, with dedication of streets as named and designated as Lots "A" through "I", on said plat; and that this subdivision, in platting of the above described real estate as shown by the aforesaid plat, attached hereto, is with the free consent of and in full accordance with, the desires of the proprietors thereof.

Signed and dated this 22nd day of August, 1961.

Geo. E. Gray
Corene Gray

STATE OF IOWA: DALLAS COUNTY: SS

ON this 22nd day of August, 1961, before me, Helen Hunter, a Notary Public, in and for Dallas County, Iowa, personally appeared George E. Gray and Corene Gray, his wife, personally known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed for the purposes therein expressed.

SEAL Helen Hunter
Notary Public

My commission expires the July 4 day of ----, 1963.

RESTRICTIVE COVENANTS

Building Restrictions to apply to Corene Acres Plat 2, a Subdivision in the Town of Waukee, Dallas County, Iowa, lying in the North One-Half of the Southeast One-Quarter of Section 33, T-79-N, R-26-W of the 5th P. M., and more particularly described as follows:

"Beginning at the Center of Section 33, T-79-N, R-26-W of the 5th P. M.; hence, East on the north line of the Southeast $\frac{1}{4}$ of said Section 33, 1014.1 feet; hence, South, 190 feet; hence, West, 79 feet; hence, South, 130 feet; hence, East, 79 feet; hence, South, 320 feet; hence, East, 867.5 feet; hence, South, 320 feet; hence West, 1883.56 feet to the west line of the said Southeast $\frac{1}{4}$ Section; hence, North, 960 feet on the said west line of said Southeast $\frac{1}{4}$ Section to the point of beginning, situated in Dallas County, Iowa, and containing 28.508 acres, more or less".

In Amended Restrictive Covenant Filed 9-7-65 See Plat 3 Page 128

Plat Book, No. 3, Dallas County, Iowa

1. All Lots Shall be used solely for residential purposes except Lot 21, and no structure other than single or two-family dwellings not exceeding one and one-half stories in height shall be erected or occupied thereon.
2. No trailer, basement, tent, shack, garage or other building, except residences, erected on any lot in the tract at any time, shall be used as a residence, temporarily or permanently. No residence shall be occupied until the exterior thereof has been completed and all exterior wood has been painted.
3. No structure of any kind shall be moved onto any lot in this tract.
4. Every building shall be set back from the front lot line a minimum of 30 feet and a maximum of 35 feet and no attached garage shall be located closer than 30 feet from the front lot line, nor within five feet of any side lot line, not within 25 feet of any rear lot line. Any attached garage, or garage connected with the main structure by a breezeway, shall not be located nearer than 2 feet from any side lot line, and no part of such attached garage shall be located closer than 30 feet from the front lot line. No accessory building other than a detached private garage, may be erected on any single lot in the tract. The side yard set-back on corner lots shall not be less than 25% of the minimum front yard set-back herein required.
5. Any dwelling shall have a minimum of 15 feet in side yards. No building shall be located closer than 5 feet to any side of lot line.
6. No dwelling shall be erected on any lot which shall have less than 864 square feet of first floor area if a one-story structure or 768 square feet of first floor area if a one and one-half story structure, none of which floor area shall include any part of a porch or garage.
7. No dwelling shall be erected which does not have a toilet, bath and kitchen sink connected to the sewage disposal facility available to this tract and each dwelling shall be equipped with a central heating plant.
8. The exterior of any residence and garage located on any lot shall be finished with a material of wood, brick, stone or purverized stone.
9. No trade, business or profession shall be carried on upon any lot in this tract of land, except Lot 21 noted above.
10. A perpetual easement is reserved in favor of public utilities companies, over and across the rear 5 feet of each lot, for installation and maintenance of public utilities services.
11. These restrictions and easements shall run with the land and be binding for a period of 20 years, at which time restrictions and covenants may be renewed for a period of 10 years by the majority of the holders of the ten record title filings with the recorder of Dallas County, Iowa, by an extension Agreement adopting these restrictions, in whole or in part.
12. If the owner or person in possession of any lot or parcel of ground in said subdivision shall violate or attempt to violate any of the covenants or restrictions herein established before said restrictions or covenants expire or have been removed, as provided above, it shall be lawful for any person or persons owning any other lots or parcels or ground in said plat to prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or recover damages or other dues or penalties for such violations.
13. Invalidation of any of these covenants or restrictions by judgement or Court Order shall in no wise affect any of the other covenants or restrictions herein contained and they shall remain in full force and effect as provided herein.
14. All sales and transfers of said lots, or parcels or ground during the time these covenants and restrictions remain in effect shall be subject to said restrictions.

Signed and dated this 22nd day of August, 1961.

Geo. E. Gray	OWNER
Corene Gray	OWNER

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