

Plat Book, No. 3, Dallas County, Iowa

#1229 State of Iowa, Dallas County
Filed for record the 13 day of May,
A. D., 1968 at 3:44 o'clock P. M.
Marguerite Gowin, Recorder

Tr 5-14-68

Paul, Grant & Flynn
ATTORNEYS
502 LIBERTY BUILDING TELEPHONE 244-8325
DES MOINES, IOWA

Gray Construction Co., Inc.

April 23, 1968

To certify that I have examined the attached abstract of title which is continued to
#1229, 1968 at 2:00 P. M. covering the real estate described as:

Beginning at a point 960 feet South of the Center of Section 33 in Township 79
North of Range 26 and on the Quarter Section Line of said Section, thence 90°
East 1076.06 feet, thence S 0° 30' West 300 feet, thence S 89° 53' West 884.1 feet,
thence North 22 feet; thence S 89° 53' West 191.96 feet; thence North 278 feet
to the point of beginning, in the Town of Waukee, Dallas County, Iowa,

to report record merchantable title is in GEORGE E. GRAY CONSTRUCTION CO., INC.

to the following liens and objections:

All conveyances on behalf of the record titleholder shall be executed by the President
and Secretary.

Assessment for sanitary sewer recorded in Book 444, page 169 of the Dallas County, Iowa,
shown at entry #103 of the abstract.

Real estate taxes: For the year 1967 payable in 1968, paid in full.

Property is assessed in Waukee

Property is subject to the Waukee Zoning Ordinance.

Does not appear from the abstract that there are any restrictions against sale or occupancy

of the property on the ground of race, color or creed, which were created and filed of record
subsequent to February 14, 1950.

Liens of any kind upon the property under examination or demands against the said property
are reported in the pencil notes except as mentioned herein.

All persons are bound to take notice of the rights of persons actually in possession of the real
estate and the rights of material men and laborers to file claims for mechanics' liens by
reason of having furnished material or labor in the improvement of the premises. Such claim
must be filed by a principal contractor within ninety days and by a sub-contractor
within sixty days from the date on which the last of the material was furnished or the last of
labor was performed. None appear to have been filed except such as may be mentioned in
the opinion. The correctness of lot area and boundary lines is not assured by this opinion.

In order to ascertain the correctness of lot area and boundary lines, it is necessary to have
the premises surveyed by a qualified engineer.

Respectfully submitted,
Paul, Grant & Flynn
By Henry F. Grant

RESTRICTIVE COVENANTS

Restrictions to apply to Corene Acres Plat (3), a Subdivision in the Town of Waukee,
Dallas County, Iowa and more particularly described as follows:

"Beginning at a point 960 Ft. South of the Center Sec. 33-79-26, and on the 1/4 Section
line of said Sect.; Thence N 89 53'E-1076.06 Ft.; Thence S 0°-300 Ft.; Thence S 89 53'W-
884.1 Ft.; Thence N 0°-22 Ft.; Thence S 89 53'W - 191.96 Ft.; Thence N 0°-278 Ft. to the
Point of Beginning. A Parcel of Land in the Town of Waukee, Dallas County, Iowa, That
contains Approximately 7.31 Acres.

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.

No building shall be erected on any residential building plot nearer than 30 feet to nor

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farther than 35 feet from the front lot line, nor nearer than 5 feet to any side lot line. The side line restrictions shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots no structure shall be permitted nearer than 25 feet to the side street line.

3. No structure of any kind shall be moved onto any lot in this tract.

4. No residential building plot described herein shall have a width of less than 60 feet at the minimum building setback line nor an area of less than 7200 square feet.

5. No trailer, basement, tent, shack, garage, barn, or other out building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of temporary character be permitted.

6. 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 912 square foot in the case of a one story structure, nor less than 600 square feet in the case of a one and -half or two story structure.

7. Title holder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.

8. No obnoxious 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.

9. A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance, and drainage where applicable

10. Any Dwelling shall have a minimum of 10 feet in side yards. No Det. Gar. building shall be located closer than 2 feet to any side of lot line.

12. 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.

13. The exterior of any residence and garage located on any lot shall be finished with a material of wood, brick, stone or purverized stone.

14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until March 1st, 1993, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

15. 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 March 1st, 1993, 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 other dues for such violation.

16. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

17. All sales and transfers of said lots, or parcels of ground during the time these covenants and restrictions remain in effect shall be subject to said restrictions.

Signed and dated this 17 day of April, 1968.

George E. Gray Construction Co. Inc.
George E. Gray Pres.
George E. Gray Pres.
Corene B. Gray Sec.
Corene Gray Sec.

STATE OF IOWA: DALLAS COUNTY: SS

On this 17 day of April A. D. 1968, before me the undersigned a Notary Public in and for Dallas County, State of Iowa, personally appeared George E. Gray and Corene Gray to me person