

Plat Book, No. 3, Dallas County, Iowa

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Corene Acres-Plat 4
to
Town of Waukee

#1975 State of Iowa, Dallas County
Filed for record the 16 day of July,
A. D., 1969 at 4:02 o'clock P. M.
Marguerite Gowin, Recorder
By Eleanor Myers, Deputy
Tr 7-17-69

Paul, Grant & Flynn
ATTORNEYS
902 xx LIBERTY BUILDING - TELEPHONE 244-8325
DES MOINES, IOWA 50309

United Federal Savings & Loan Association
Des Moines, Iowa

June 13, 1969

Gentlemen:

This is to certify that I have examined the attached abstract of title which with searches is continued to June 10, 1969 at 4:00 P. M. covering the real estate described as:

The South 300.0 Feet of the North 1260.0 Feet of the East 807.5 Feet of the West 1883.56 feet of the Southeast Quarter (SE 1/4) of Section Thirty-three (33) in Township Seventy-nine (79) North of Range Twenty-six (26), West of the 5th P. M., Dallas County, Iowa, containing 5.561 acres.

and I wish to report record merchantable title is in GEORGE E. GRAY and CORENE GRAY, husband and wife as joint tenants with full rights of survivorship and not as tenants in common subject to the following liens and objections:

1. See Waukee subdivision ordinance appearing at entry #108 of the abstract recorded in Book 33, page 223 of the Dallas County, Iowa records and zoning ordinance appearing at entry #109 of the abstract, recorded in Book 362, page 687 of the Dallas County, Iowa records and ascertain current status of both.

2. Real Estate taxes: Paid through 1968

The property is assessed in Waukee.
The property is subject to the Waukee Zoning Ordinance.

It 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.

No 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.

You 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 of lien 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 the labor was performed. None appear to have been filed except such as may be mentioned in this 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

Building Restrictions to apply to Corene Acres Plat (4), a Subdivision in the town of Waukee, Dallas County, Iowa and more particularly described as follows:

"The South 300.0 Feet of the North 1260.0 feet, of the East 807.5 Feet of the West 1,883.56 Feet, of the SE 1/4 Sec. 33-79-26, All the above described parcel being in the SE 1/4 Section 33, T * 79 * N. R. - 26 W., Town of Waukee, Dallas County, Iowa, and contains approximately 5.561 Acres."

1. 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.
2. No Building shall be erected on any residential building plot nearer than 30 feet to nor 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.

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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 a 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 location in the tract and does not violate any protective covenant. 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 minimum of 10 feet in side yards. No Detached Garage building shall be located closer than 2 feet to any side of lot line.

11. 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.

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

13. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until March 1st, 1994, 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.

14. 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, 1994, 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.

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

16. 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 2nd Day of July, 1969.

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

STATE OF IOWA: DALLAS COUNTY: SS

On this 2nd day of July, A. D., 1969, before me the undersigned a Notary Public in and for Dallas County, State of Iowa, personally appeared George E. Gray and Corene B. Gray, to me personally known, who, being by me duly sworn did say on oath that they are respectively President and Secretary of said Corporation and that no seal has been procured by said corporation and that said instrument was signed in behalf of said George E. Gray Construction Co. Inc. by authority of its Board of Directors and said George E. Gray and Corene B. Gray acknowledged the execution of said instrument to be the voluntary act and deed of said corporation and by it voluntarily executed.

D. Pauline Oberender
D. Pauline Oberender
Notary Public in and for Dallas County,
My Commission expires July 4, 1972

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