

Building Restrictions to apply to Corene Acres Plat (6), a Subdivision in the town of Waukee, Dallas County, Iowa and particularly described as follows:

Beginning at a point 1260.00 feet south and 1076.06 Feet N 89°53'E of the Center of Section 33-79-26; Thence N89°53'E, 927.5 Feet; Thence S0°00', 260.00 Feet; Thence S 89°53'W, 305.4 Feet; Thence S 64°42'W, 94.02 Feet; Thence S 89°53'W, 537.1 Feet; Thence N 0°00', 300.00 Feet to the point of beginning. All of the above described parcel being in the SE $\frac{1}{4}$ of Section 33, T-79-N R-26-W, Town of Waukee, Dallas County, Iowa and containing Approximately 6.0683 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.
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 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. 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.
11. Any dwelling shall have a minimum of 10 feet in side yards. No detached garage building shall be located closer than 2 feet to any side lot line.
12. The exterior of any residence and garage located on any lot shall be finished with a material of wood, brick, stone, or pulverized stone.

13. These covenants are to run with the land and shall be binding on parties and all 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 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 restriction and either to prevent him or them from so doing and to recover damages or other dues for such violations.

15. Invalidation of any one of these covenants by judgement or court 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 of these covenants and restrictions remain in effect shall be subject to said restrictions.

Signed and dated this 31st Day of August 1972.

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

STATE OF IOWA:
:SS
DALLAS COUNTY:

On this 31 day of Aug. A. D. 1972, before me the undersigned a Notary Public in and for _____ 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 the President and Secretary of said Corporation and that no seal has been procured by said Corporation 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 be their voluntary act and deed of said Corporation and by it voluntarily executed.

[Signature]
Notary in and for Polk
County, Iowa
My commission expires Sept 30/1975

