

BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS FOR
WALNUT RIDGE, AN OFFICIAL PLAT, NOW INCLUDED IN AND
FORMING A PART OF DALLAS COUNTY.
IOWA

William B. Kirkland and Lenore W. Kirkland, husband and wife,
owners and titleholders to the following described real estate in
Dallas County, Iowa, to-wit:

Lots 1 through 12, inclusive, and Outlots x,
y and z, in Walnut Ridge, an Official Plat,
now included in and forming a part of Dallas
County, Iowa,

which they desire to develop and/or sell for home building and resi-
dential purposes, enter into the following agreement with reference
to said real estate.

WHEREAS, it is a benefit that the above described property
which has been subdivided into building lots, have protective
covenants and be restricted as to use, occupancy, and type of
structure to be placed upon said building lots in said addition;

NOW, THEREFORE, in consideration of the benefits to be de-
rived therefrom, the above owners and titleholders restricts the use
and occupancy of such building lots, and the type of structure to
be placed thereon, in accordance with the following building re-
strictions and protective covenants on the above described real
estate:

A. All lots described herein shall be known, described and
used solely as residential lots. Use for any other purpose is ex-
pressly prohibited.

B. Only one (1) single family dwelling, together with structures
appurtenant thereto shall be constructed on each lot.

C. No lot or any fractional portion thereof within said sub-
division shall be resubdivided or sold, given away, devised or in
any other manner made into smaller parcels than the lot dimensions
as shown on the original plat of said subdivision for each of said
lots, providing, however, a lot may be divided and joined to and
from each other, to permit relocation of lot lines that will not
otherwise violate these restrictions, and any such change in lot
lines shall thereafter become the lot lines to be used in determining
setbacks.

D. No building shall be erected on any residential building
lot or plot nearer than fifty (50) feet from the front lot line.
The total side lot line restriction shall be twenty (20) feet with
a minimum on any one side of eight (8) feet, except that on corner
lots no structure shall be permitted nearer than thirty-five (35)
feet to the side street line.

E. No residential building plot described herein shall have
an area less than 18,000 square feet.

(2)

F. All structures erected on any lot or plot shall be completed within one (1) year from the date actual construction is begun.

G. No trailer, basement, tent, shack, garage, barn, or other outbuilding 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.

H. No livestock or other category of farm animal of any nature shall be permitted within said plat.

I. No obnoxious or offensive trade shall be carried on within the plat, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

J. A perpetual easement is reserved over the rear fifteen (15) feet of each lot for utility installation, maintenance and drainage, with right of entry upon said easement area for said purposes.

K. Titleholder of each lot or part thereof, vacant or improved, shall keep his lot or lots free of weeds and debris.

L. No dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 1,500 square feet, in the case of a one-story structure, nor less than 850 square feet on the ground level in the case of a one and one-half or two story structure. Split level shall be interpreted as including living room and bedroom levels, which shall contain a minimum of 2,000 square feet. Split level, by-level, or split-foyer shall be considered to be a split level. All homes in this plat are to have attached double garages. Open porches, carports and garages shall be excluded in computing the total ground floor square foot area. Each dwelling shall have or shall construct a concrete, paved driveway with a minimum width of sixteen (16) feet at such time as the street abutting the front of said lot is paved.

M. Garbage cans, incinerators, and above ground fuel tanks will be permitted only if screened and camouflaged by bushes, decorative fence, or some other suitable means to screen the view of them from adjacent property owners and public roadways.

N. Each residence is required to have approved and adequate sewage facilities when a residence is constructed. No sewage lines or laterals will be run into any creek or ravine.

O. At such time as sanitary sewer is available in the public streets adjoining this subdivision or in the easement area provided for installation of utilities, all existing residences shall discontinue use of the septic tanks; and hook onto the sanitary sewer within two (2) years after written notice of the completion and availability of the sanitary sewer.

(3)

P. When public or community water facilities become available in the public street or easement areas serving the plat, then within two (2) years of the same becoming available, each residence shall hook onto said system, and each new residence thereafter built shall connect thereto.

Q. Recreational vehicles and boats must be parked behind the front setback line for residences, and in such a location as to be screened from the street in front of the residence.

R. All utility installation and utility facilities shall be placed and run underground.

S. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1995, at which time said covenants shall be automatically terminated.

T. 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 January 1, 1995, 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.

U. 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.

V. 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.

W. These restrictions and covenants may be changed, altered, modified, and/or cancelled at any time by the written agreement of five-sixths(5/6) of the lots as platted and numbered.

Dated this 25th day of September, 1972.

William B. Kirkland
William B. Kirkland

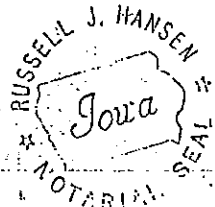
Lenore W. Kirkland
Lenore W. Kirkland

STATE OF IOWA)
) S.S.
COUNTY OF POLK)

We, William B. Kirkland and Lenore W. Kirkland, husband and wife,

(4)

being first duly sworn, depose and state that I have read the foregoing Building Restrictions and Protective Covenants and that the same have been prepared at my request and that the same is being acknowledged by me as my voluntary act and deed and that the same are true and correct as I verily believe.



William B. Kirkland
William B. Kirkland

Lenore W. Kirkland
Lenore W. Kirkland

Subscribed and sworn to before me this 25th day of September 1972.

Russell J. Hansen
Notary Public in and for State of Iowa