

*Dr. W. W. Wagoner*

BOOK 21 PAGE 341

STATE OF IOWA  
BLACK HAWK CO. 188  
Filed for record this 2/2  
of Aug A.D. 192  
2:55 o'clock P.M. and record  
book 21 of said on page  
134 in Book 21  
Feb 20

RESTRICTIVE COVENANTS AGAINST  
LOTS IN BUNGALOWLAND, CEDAR  
HEIGHTS, CEDAR FALLS, IOWA.

Indexed  
Compared  
Paged  
5833

WHEREAS, Eldridge E. Clow and Lucille A. Clow  
husband and wife, own the following described real  
estate situated in Cedar Heights, Cedar Falls, Iowa:

lots One (1), two (2), three (3)  
and four (4) in Block Two (2),  
Bungalowland, Cedar Heights, Cedar  
Falls, Iowa.

WHEREAS, Orin Young, and Mildred L. Young,  
husband and wife, own the following described real  
estate, situated in Cedar Heights, Cedar Falls, Iowa:

lots Ten (10) to Eighteen (18), inclusive  
in Block Two (2), Bungalowland, Cedar  
Heights, Cedar Falls, Iowa.

WHEREAS, A. L. Shaffer and Cedile E. Shaffer,  
husband and wife, own the following described real  
estate situated in Cedar Heights, Cedar Falls, Iowa:

lots Five (5) and Six (6) in Block  
Two (2) Bungalowland, Cedar Heights,  
Cedar Falls, Iowa.

WHEREAS, the above named parties have an in-  
terest in and to the above described tracts of real  
estate and are desirous of restricting the use of said  
real estate.

NOW, THEREFORE, we, the above named parties,  
of Black Hawk County, Iowa, do hereby agree with the  
owners of any other lots in said addition and with the  
Public that all of the above described tracts of real  
estate shall be restricted as follows:

-2-

(a) All lots in the tract shall be known and described as residential lots, and no structure shall be erected on any residential building plot other than one detached single-family dwelling, not to exceed two stories in height and a one or two car garage.

(b) No building shall be erected on any residential building plot nearer than 24 feet to nor farther than 50 feet from the lot line, nor nearer than 5 feet to any side lot lines. The side line restriction 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 10 feet to the side street line.

(c) No residential lot shall be resubdivided into building plots having less than 5000 square feet of area or a width of less than 50 feet each, nor shall any building be erected on any residential building plot having an area of less than 5000 square feet or a frontage of less than 50 feet.

(d) No noxious or offensive 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.

(e) No race or nationality other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

(f) 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.

(g) No structure shall be moved onto any lot unless it shall conform to and be in harmony with existing structures in the tract.

(h) No building, the construction costs of which is less than \$500 shall be permitted on any lot in the tract, and the ground floor square area thereof shall not be less than 572 square feet in the case of a one-story structure nor less than 400 square feet in the case of a one-and-one-half or two-story structure.

(i) These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1964, at which time, said covenants and restrictions shall terminate.

(j) 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, 1964, it shall be lawful for any other person 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.

(k) 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.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 15<sup>th</sup> day of August 1939.

*Orin Young*  
*Mildred L. Young*  
*Lucile A. Clow*  
*Evelyn E. Clow*  
*Cecile V. Shaffer*  
*Audley L. Shaffer*

STATE OF IOWA, County of Black Hawk, ss.

On this 15th day of August, A.D., 1939, before me, O. L. Wynkoop, a Notary Public in and for the County of Black Hawk, State of Iowa, personally appeared, Orin Young and Mildred L. Young, Lucile A. Clow and Evelyn E. Clow, and Cecile V. Shaffer and Audley L. Shaffer, to

me known to be the persons named in and who execute the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

In WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial seal, the day and year last above written.

*O. L. Wynkoop*

Notary Public in and for Black Hawk County, State of Iowa.

