

STATE of IOWA
BLACK HAWK CO

Filed for record this 21

at Jan 1941

11:26 a.m. at clerk's office

book 26 of misc. page 121

Rec'd Robert E. Barker

Dec 21/35

DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS AFFECTING DIVISION
"P", EXCEPT THE NORTHERLY FIVE FEET
THEREOF, FIRST ADDITION TO CEDAR
HEIGHTS, NOW A PART OF THE CITY OF
CEDAR FALLS, BLACK HAWK COUNTY, IOWA

7 Plate Base

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The undersigned August W. Brinkmann, Jr., and Marcella Ruth Brinkmann husband and wife, being the owners in joint tenancy of the premises described as all of Division "P", except the Northerly five (5) feet thereof, First Addition to Cedar Heights, now a part of the City of Cedar Falls, Black Hawk County, Iowa, desire to place restrictions and protective covenants on the use and occupancy of the premises included in the foregoing description, for the use and benefit of the present owners thereof and for the future grantees thereof.

Therefore, in consideration of the premises, said August W. Brinkmann, Jr., and Marcella Ruth Brinkmann husband and wife, for themselves, their heirs and assigns, and their grantees, hereby agree and covenant that all of the premises above described and any portion thereof hereafter sold or conveyed, shall be and are hereby restricted as to their use and occupancy in the manner hereinafter set forth, so far as the same shall apply to each and every particular part of said premises hereafter conveyed by the parties hereto.

All persons, firms or corporations who now own or shall hereafter acquire any right, title or interest in or to any portions of the above described premises shall be taken and held to agree and covenant with the owners of any other portion of said premises, and with their or its successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and as to the construction of residences and improvements thereon, for the period of twenty-five (25) years from the first day of January, 1941:

(a) All land described herein shall be known, described and used solely as residential lots or tracts, 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.

(b) 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 7 feet to any side lot line. 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 7500 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 7500 feet.

(d) All lots or tracts in described tract are intended to be used solely by the Caucasian race, and no race or nationality other than those for whom the premises are intended, shall use or occupy any building on 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.

(e) 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.

(f) No structure shall be moved into any lots or tracts in said premises unless it shall conform to and be in harmony with existing structures in the tract.

(g) 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 costing less than \$4,000.00 shall be permitted on any lot, and the ground floor square foot area thereof shall not be less than 720 square feet in the case of a one store structure nor less than 616 square feet in the case of a one and one-half or two story structure.

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(h) No noxious or offensive trade shall be carried on upon any lot or tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(i) These Covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1966, at which time said Covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots or tracts it is agreed to change the said covenants in whole or in part.

(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, 1966, it shall be lawful for any other person or persons owning any other lots or tracts 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) Invalidity 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.

Dated and signed this 28 day of January, 1941.

August W. Brinkmann, Jr.

Marcella Ruth Brinkmann

STATE OF IOWA, COUNTY OF BLACK HAWK, SS.

On this 28 day of January, A. D. 1941, before me, [Signature], a Notary Public in and for Black Hawk County, Iowa, personally appeared August W. Brinkmann Jr., and Marcella Ruth Brinkmann, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal the day and year last above written.

[Signature]
Notary Public in and for Black Hawk
County, Iowa.