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958

STATE of IOWA }  
BLACK HAWK CO. }  
Filed for record this 15 day  
of Feb. A.D. 1941 at  
11:55 o'clock A.M. and recorded in  
book 26 of page 239  
Paul Roberts Recorder  
D.A. Deputy  
Fee 80¢

RESTRICTIVE COVENANTS AGAINST  
LOTS IN ALFORD'S SUB-DIVISION  
OF A PART OF LOT "A" IN CEDAR  
DALE IN THE CITY OF WATERLOO,  
IOWA.

WHEREAS, O. L. Wynkoop, and Calla Wynkoop, husband and wife,  
and Max E. Guernsey and Helen Guernsey, husband and wife, own the following  
described real estate, situated in Waterloo, Black Hawk County, Iowa:

Lots Thirteen (13), Fourteen (14), Fifteen  
(15), Sixteen (16) and Seventeen (17) in  
Block Number Four (4) in Alford's Sub-  
Division of a Part of Lot "A" in Cedar Dale  
in the City of Waterloo, Iowa.

WHEREAS, the above named parties have an interest 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, all 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:

(a) All lots in the tract shall be known and described as resi-  
dential 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 25 feet to nor farther than 50 feet from the lot line, nor nearer  
than 8 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 re subdivided into building plots  
having less than 4,000 square feet of area or a width of less than 40 feet each,  
nor shall any building be erected on any residential building plot having an area  
of less than 4,000 square feet or a frontage of less than 40 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 on 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 are less than \$3000 shall be permitted on any lot in the tract, and the ground floor square feet area thereof shall not be less than 624 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, 1965 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 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 from 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.

IN WITNESS WHEREOF, the parties hereto, have executed this instrument, this 15<sup>th</sup> day of February, 1941.

G. L. Wynkoop  
Calla Wynkoop

Max E. Guernsey  
Helen Guernsey

STATE OF IOWA, COUNTY OF BLACK HAWK, SS.

On this 15<sup>th</sup> day of February, 1941, before me, a Notary Public in and for Black Hawk County, Iowa, personally appeared G. L. Wynkoop, Calla Wynkoop, husband and wife, and Max E. Guernsey and Helen Guernsey, 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.



G. R. Green  
NOTARY PUBLIC IN AND FOR BLACK HAWK COUNTY