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STATE of IOWA, }
BLACK HAWK CO. } 30
Filed for record this 8 day
of March A.D. 1971, at
11:12 o'clock A.M. and recorded in
book 26 at page 521
Paul Roberts, Recorder
7/60 ECD

RESTRICTIVE COVENANTS AGAINST LOTS
IN DIVISIONS "H" AND "I" IN CEDAR
HEIGHTS, CEDAR FALLS, BLACK HAWK
COUNTY, IOWA

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WHEREAS, Joseph B. Clay and Grace Clay, husband and wife, own the following described real estate, situated in Cedar Heights, Cedar Falls, Black Hawk County, Iowa:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8), in Division "I" in Cedar Heights, Cedar Falls, Black Hawk County, Iowa, and

WHEREAS, Harry Moon and Sarah Moon, husband and wife, own the following described real estate, situated in Cedar Heights, Cedar Falls, Black Hawk County, Iowa, and

Lot Sixteen (16) in Division "H" in Cedar Heights, Cedar Falls, Black Hawk County, Iowa, and

WHEREAS, Don R. Helt and June E. Holt, own the following described real estate, situated in Cedar Heights, Cedar Falls, Black Hawk County, Iowa:

Lots Seven (7) and Nine (9) in Division "H" in Cedar Heights, Cedar Falls, Black Hawk County, Iowa, and

WHEREAS, C. Vio Hansen and Muriel L. Hansen, husband and wife, own the following described property, located in Cedar Heights, Cedar Falls, Black Hawk County, Iowa:

Lot Ten (10) in Division "H" in Cedar Heights, Cedar Falls, Black Hawk County, Iowa, and

WHEREAS, C. M. Cheney and Elizabeth M. Cheney, husband and wife, own the following described real estate, situated in Cedar Heights, Cedar Falls, Black Hawk County, Iowa.

North one-half (1/2) of Lot Four (4) in Division "H" in Cedar Heights, Cedar Falls, Black Hawk County, Iowa, and

WHEREAS, Elizabeth Cheney owns the following described property, situated in Cedar Heights, Cedar Falls, Black Hawk County, Iowa:

North one-half of Lot Three (3) in Division "H" in Cedar Heights, Cedar Falls, Black Hawk County, Iowa, and

WHEREAS, Sarah C. Jeness, widow, owns the following described property situated in Cedar Heights, Cedar Falls, Black Hawk County, Iowa:

North one-half of Lot Five (5) in Division "H" in Cedar Heights in Cedar Falls, Black Hawk County, Iowa.

WHEREAS, Carl Gosline and LaRene E. Gosline, husband and wife, own the following described real estate situated in Cedar Heights, Cedar Falls, Black Hawk County, Iowa;

Lot Six (6) in Division "H" in Cedar Heights, Cedar Falls, Black Hawk County, Iowa.

WHEREAS, the hereto before 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 tracts 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 35 feet to nor farther than one-third the depth of the lot, 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 6500 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 6500 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 race or nationality employed by an owner or tenant.

(f) No trailer, basement, tent, shack, garage, barn or other outbuilding 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 \$4500 shall be permitted on any lot in the tract, and the ground floor square feet area thereof shall not be less than 762 square feet in the case of a one-story structure nor less than 528 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, 1966, at which time said covenants shall be automatically extended for successive period of 10 years unless by vote of a majority of them the then owners of the lots, it is agreed to change 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 herein, it shall be lawful for any other person or persons owning any real property situated 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 and wither 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 7 day of March, 1941.

Harry Moon	2221 Walnut Dr Cedar Falls
C. M. Cheney	2315 Greenwood
Elizabeth M. Cheney	
Mrs. S. C. Jenness	114 Clay St Waterloo
Don R. Holt	418 Walnut St Waterloo Iowa
June E. Holt	418 Walnut St Waterloo Iowa
J. B. Clay	2319 Greenwood Cedar Falls
Mrs. J. B. Clay	2319 Greenwood " "
Mrs. Sarah R. Moon	2721 Walnut Dr Cedar Falls
Carl A. Gosline	510 Frederic St Waterloo Iowa
Mrs. Carl A. Gosline	" " " "

STATE OF IOWA, COUNTY OF BLACK HAWK, SS:

On this 7th day of March, 1941, before me, a Notary Public in and for Black Hawk County, Iowa, personally appeared Harry Moon, C. M. Cheney, Elizabeth M. Cheney, Mrs. S. C. Jenness, Don R. Holt, June E. Holt, J. B. Clay, Mrs. J. B. Clay, Sarah R. Moon, Carl A. Gosline and Mrs. Carl A. Gosline, 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.

C. L. W. Hubert
NOTARY PUBLIC IN AND FOR BLACK HAWK