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STATE OF IOWA  
BLACK HAWK CO. 55  
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and recorded in  
Black Hawk County  
Recorder  
P. B. Dewey

*O. L. Wynkoop*

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

WHEREAS, W. H. Bickley and Beulah V. Bickley, husband and wife,  
own the following described real estate, situated in Cedar Heights, Cedar Falls,  
Black Hawk County, Iowa:

Lots Twelve (12) and Thirteen (13), in Di-  
vision "I" in Cedar Heights, Cedar Falls,  
Black Hawk County, Iowa, and

WHEREAS, M. B. Neff, owns the following described real estate,  
situated in Cedar Heights, Cedar Falls, Black Hawk County, Iowa:

Lots Twelve (12) and Fourteen (14), in Di-  
vision "H" in Cedar Heights, Cedar Falls,  
Black Hawk County, Iowa, and

WHEREAS, Wallace F. Jones, owns the following described real estate,  
situated in Cedar Heights, Cedar Falls, Black Hawk County, Iowa:

Lot Thirteen (13) in Division "H", in  
Cedar Heights, Cedar Falls, Black Hawk  
County, 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 tracts 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 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.

(Cont.)

(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 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 \$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 periods 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.

