

Robert Valley, etc.

STATE of IOWA }
BLACKHAWK CO. } 53
Filed for record this 15 day
of April A.D. 1941. at
Miss. of Clk. A. H. and recorded as
book 27 of MSS. on page 247
James B. ... Recorder
\$1.00 ... Deputy
Fee

PROTECTIVE COVENANT

WHEREAS, we the undersigned are now owners of all lots in Kenwood Park Place in Waterloo, Iowa, and

WHEREAS, the building restrictions established by ordinance, by the plat, and by deed controlling the use and occupancy of these lots are limited and too broad in their effect, and

WHEREAS, it is our desire as owners to definitely establish certain restrictions regarding the use and occupancy of these premises for a period of years hereinafter set forth.

NOW, THEREFORE, we, whose names are subscribed hereto as owners of the lot set opposite our signature, for the purpose of definitely and firmly establishing certain rules, regulations and restrictions covering the use and occupancy of the premises hereinafter described for a term of years beginning April 10, 1941, and expiring January 1, 1966, hereby make, declare, set out, and establish the following rules, regulations and requirements governing the use and occupancy of the lots now owned by us as hereinafter set out and hereby bind ourselves, our heirs and assigns to a strict compliance and observance of the rules, regulations and restrictions under penalty as hereinafter set out.

1. All lots described herein shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted on any of these lots other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.

2. No building shall be erected on any residential building plot nearer than 20 feet to nor farther than 30 feet from the front lot line, nor nearer than 5 feet to any side lot line. The side line restrictions 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 5 feet to the side street line.

3. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 45 feet at the front building setback line.

4. No noxious or offensive trade or activity 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.

5. No persons of any race 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 domiciled with an owner or tenant.

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Notarially
proved
and
signed
in
presence
of
me
Notary
Public

6. 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 structure of a temporary character be used as a residence.

7. No dwelling costing less than \$2000 shall be permitted on any lot in the tract. The ground floor area of the main structure exclusive of one story open porches, and garages shall be not less than 500 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.

8. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

9. 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 it is agreed to change the said covenants in whole or in part.

10. 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 either to prevent him or them from so doing or to recover damages or other dues for such violation.

11. Invalidation of any 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 we hereunto subscribed our names this 10th day of April, 1941.

<u>Owner</u>	<u>Lot Owned</u>
<u>W. J. Morbray</u>	_____
<u>C. H. Gilliam</u>	_____
_____	_____
_____	_____

STATE OF IOWA)
BLACK HAWK COUNTY) ss

On this 10 day of April, 1941, before me personally appeared

W. J. Morbray and C. H. Gilliam
to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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

Margie Grady
Notary Public in and for Black Hawk County, Iowa.