

WYNKOOP MORTGAGE CO., INC.

208 MARSH PLACE BUILDING
WATERLOO, IOWA

September 1, 1946

(A) No residence including residence with attached garage or any other building shall be erected on said lot nearer than 100 feet from the front lot line. No residence shall be erected nearer than 15 feet of a side lot line. No other building except a garage or workshop shall be erected closer than 50 feet to the back line of any residence erected or not nearer than five feet to a side lot line, and no animals or poultry shall be kept in any garage or workshop that is erected within 50 feet of a residence.

(B) No used dwelling shall be moved onto this property and no dwelling costing less than \$5000 shall be erected thereon and the ground floor square feet area thereof shall be not less than 720 square feet in the case of a one-story dwelling nor less than 576 square feet in the case of a two-story dwelling. No Building having three or more stories shall be erected on the premises.

(C) No trailer, basement, tent, shack, garage, barn or other out buildings erected on this lot shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

(D) No lot shall be sub-divided in building plots having less than 50,000 square feet of area or a width of less than 110 feet for each nor shall any building be erected on any building plot of an area of less than 50,000 square feet.

(E) This lot shall be owned, used and occupied solely by members of the Caucasian race, and no race other than the Caucasian race, shall use or occupy any building of any lot except that this covenant shall not prevent occupancy by domestic servants not of the Caucasian race employed by the owner or tenant.

(F) No outside toilet or toilets shall be erected, maintained or used on this lot.

(G) No tavern, roadhouse, restaurant, junk yard, slaughter house, filling station, public garage or tourist camp shall be erected, maintained or used on this lot.

(H) These covenants shall run with the land and shall be binding upon the parties and heirs and assigns and all persons claiming by, through, or under them, including purchasers at tax sale, until January 1, 1970, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of the lots it is agreed to change the covenants in whole or in part. In the event of a vote on a change of the covenants hereof the owners of each lot shall be entitled to only one vote regardless of the number of owners. If the parties hereto or any of them or their heirs, or assigns or anyone claiming by, through or under them, including purchasers at tax sales, shall violate or attempt to violate any of the covenants or restrictions herein contained before January 1, 1970, or thereafter, if said covenants have been automatically extended as hereinbefore set out, it shall be lawful for any person, persons, firm or corporation owning other lots in the property known as "The East 990 feet of the North 1760 feet of the East One-Half of the Southeast Quarter of Section No. 2, Township 89 North, Range 13 West of the 5th P. M.," to prosecute any proceedings at law or in equity against any person, persons, firm or corporation violating or attempting to violate any such covenant or restriction.

(I) Invalidity of any of these covenants or a part thereof by judgment or decree of court shall in no wise effect any of the other provisions hereof which shall remain in full force and effect.

(J) It is expressly understood and agreed that vendors herein are the present owners of an unrecorded equitable title in and to "The East 990 feet of the North 1760 feet of the East One-half of the Southeast Quarter of Section No. 2, Township 89 North, Range 13 West of 5th P. M.," of which the property herein conveyed is a part and that when legal title is secured by them vendors shall execute and file in the office of the Recorder of Black Hawk County, Iowa, restrictive covenants identical to those hereinbefore set out covering the entire tract and vendee or vendees hereby expressly agree that said restrictions when filed shall bind the property herein conveyed and shall inure to the benefit of all other purchasers of any part of the tract hereinbefore described as fully as though said restrictions covering all of said tract were on file at this date.

Phyllis Wynkoop *Harry Moon*

STATE OF IOWA, County of Black Hawk, SS.

On this 1st day of September, A.D. 1948, before me, Hattie S. Muzzey, a Notary Public in and for the County of Black Hawk, State of Iowa, personally appeared O. W. Wynkoop and Harry Moon so 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.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.



Hattie S. Muzzey
Notary Public in and for Black Hawk County, Iowa

Indexed ✓
Compared ✓
Paged ✓

STATE OF IOWA }
BLACK HAWK CO. }

Filed for record this 1st day
of March A.D. 1948 at
1:00 o'clock P.M. and recorded in
book 47 of 122 on page 122
Paul [Signature] Recorder
Fee 80 Deputy

Wynkoop mfg Co