

RESTRICTIVE COVENANTS AGAINST CERTAIN SPECIFIED PORTIONS
OF
LILY DALE ACRES,
AN ADDITION IN BLACK HAWK COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That Dale McCoy, also known as Lily Dale McCoy, and Harvey N. McCoy, husband and wife, being the owners of the following described real estate, to-wit:

The East 135 feet of Lot 1 and the East 135 feet of Lot 8, in Block 6, Lily Dale Acres, an addition in Black Hawk County, Iowa, except the following described portions thereof:

1. The South 94.5 feet of the East 135 feet of Lot 8 in Block 6;

all situated in said Block 6, Lily Dale Acres, an addition in Black Hawk County, Iowa; and being desirous of placing restrictions and protective covenants on the use and occupancy of the said described property for the benefit of the present owners and the future grantees thereof;

NOW THEREFORE, in consideration of the premises, said Lily Dale McCoy and Harvey N. McCoy, husband and wife, for themselves and their grantees, administrators, executors, successors and assigns, hereby covenant that all of the above described property in said addition shall be and is hereby restricted as to use and occupancy in the manner hereinafter set forth, and all persons and corporations who now own or shall hereafter acquire any right, title, or interest in any of the above described property shall take and hold the same with the agreement and covenant with all of the owners of any part of the above described property, to conform to and observe the following covenants, restrictions and stipulations:

1. All lots described herein shall be known, described and used solely as residential lots, and no structure shall be erected on any residential building lot other than one detached single family dwelling not to exceed two stories in height and a one or two car garage.
2. No building shall be erected on any residential building plot nearer than 25 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 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 15 feet to the side street line.

3. No residential lot shall be resubdivided into building plots having less than 10,000 square feet of area or a width of less than 80 feet each, nor shall any building be erected on any residential building plot having an area of less than 10,000 square feet.

4. All lots in described tract are intended to be used solely by the Caucasian race, and no race or nationality other than those for whom the premises are intended, shall use or occupy any building on 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.

5. 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 residence of a temporary character be permitted.

6. Title holder of each vacant lot shall keep his lot or lots free of weeds and debris.

7. No building shall be erected on any lot unless the design and location is in harmony with existing structures and locations in the tract and does not violate any protective covenants. Each dwelling shall have the following minimum ground floor square foot area: One-story structure, not less than 600 square feet; and a 1½ or 2-story structure, not less than 480 square feet. *Houses must be modern*

8. 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.

9. A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.

10. These Covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until 25 years from date, 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.

11. 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 25 years from date, it shall be lawful for any other person or 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 for such violation.

12. 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.

Dated at Waterloo, Iowa, this 8th day of April, 1949.

Lily Dale McCoy
H. A. McCoy

STATE OF IOWA, COUNTY OF BLACK HAWK, SS:

On this 18 day of April, 1949, before me, a Notary Public in and for Black Hawk County, State of Iowa, personally appeared Lily Dale McCoy, and Harvey N. McCoy, 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.

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



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Shirley Schiele
Notary Public in and for Black Hawk
County, Iowa

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STATE OF IOWA }
BLACK HAWK CO. } SS
Filed for record this 18 day
of April A.D. 1949 at
11:15 A.M. and recorded in
book 58 of maps on page 381
Gene Roberts Registrar

will call
H.N. McCoy

BOOK 58 PAGE 381