

STATE OF IOWA JOHNSON COUNTY SS

On this 25th day of February, 1941, before me a Notary Public in and for Johnson County, Iowa, personally appeared Herman Smith and Luella Smith, husband and wife, and F. E. Burger and Lulu M. Burger, husband and wife, Herman Smith and F. E. Burger, being the copartners in the firm of Smith & Burger, to me personally known to be the persons who signed the above and foregoing dedication, and they acknowledged the same to be their voluntary act and deed.

(seal)

R. E. Adams

Notary Public in and for Johnson County, Iowa.

Recorded this 25th day of February A. D. 1941, at 3:15 o'clock P. M.

R. E. Adams
Recorder.

1620. F. E. Burger and wife et al to the Public. Restrictive and Protective Covenants Kirkwood Circle Addition to Iowa City, Iowa.

Recording fee 1.70

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned F. E. Burger and Lulu M. Burger, husband and wife, and Herman Smith and Luella Smith, husband and wife, and Smith & Burger, a copartnership composed of F. E. Burger and Herman Smith, are the owners of certain real property situated within the city of Iowa City, County of Johnson, State of Iowa, to-wit:

"A tract of land lying in the NW 1/4 SW 1/4 of Sec. 14, Twp. 79 N., R. 6 West of the 5th P. M. described as follows: Beginning at a point which is the intersection of the East line of Howell Street and the North line of Ginter Avenue in Iowa City, Iowa, according to the plat thereof recorded in Book 2, page 41, Plat Records of Johnson County, Iowa; running thence North along the East line of Howell Street 297.2 feet; thence East 268.5 feet; thence South 296 feet, more or less, to the North line of Ginter Avenue; thence West along the North line of Ginter Avenue to the place of beginning;" and

WHEREAS, The undersigned did cause said real property to be surveyed and to be laid out in lots, and did dedicate certain portions of said real estate to the public use for streets; and

WHEREAS, a plat of said property has been filed in the Office of the County Recorder of Johnson County, Iowa, on the 27th day of November, 1940, and has been recorded in Plat Book 4, page 3; and

WHEREAS, The deed of dedication has been filed in the office of the County Recorder of Johnson County, Iowa, on the 25th day of February, 1941, and has been recorded in Miscellaneous Book 159 page 471; and

WHEREAS, The undersigned have designated said addition as the Kirkwood Circle Addition to Iowa City, Iowa; and

WHEREAS, The undersigned desire to maintain said Addition as a high class subdivision, and protect the owners of lots in said Addition in their enjoyment and use of the property.

NOW THEREFORE, The undersigned for the mutual benefit of themselves and the future owners of lots in said Addition, do hereby impose the following restrictive covenants and limitations as a blanket encumbrance upon all lots in said Addition, to-wit:

(a) 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.

(b) No building shall be located nearer to the front lot line or farther from the front lot line than the building set back lines shown on the recorded plat, 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 20 feet to the side street line.

(c) No residential lot shall be resubdivided into building plots.

(d) All lots in described tract are intended to be used 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.

(e) No trailer, basement, tent, shack, garage, barn or other outbuilding 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.

(f) No structure shall be moved into any lots unless it meets with the approval of the Developer or Committee hereinafter referred to, or if there is no Committee, it shall conform to and be in harmony with existing structures in the tract.

(g) 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. In any case no dwelling costing less than \$3500.00 shall be permitted on any lot described herein, and the ground floor square foot area thereof shall not be less than 672 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.

(h) 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.

(i) A perpetual easement is reserved over the rear five feet of Lots 1, 2, and 3 for utility installation and maintenance.

(j) 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 vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

(k) 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 January 1, 1966, 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 violations.

(l) Invalidity of any one of these covenants by judgment or court order shall in no ways effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, The undersigned have hereunto set their hands at Iowa City, Iowa, this 25th day of February, 1941.

SMITH & BURGER
By F. E. Burger

F. E. Burger
Lulu M. Burger
Herman Smith
Luella Smith

STATE OF IOWA JOHNSON COUNTY SS

On this 25th day of February, 1941, before me, a Notary Public in and for Johnson County, Iowa, personally appeared F. E. Burger and Lulu M. Burger, husband and wife, and Herman Smith and Luella Smith, husband and wife, and Smith & Burger, a copartnership composed of F. E. Burger and Herman Smith, who signed the above and foregoing Restrictive and Protective Covenants, and acknowledged the same to be their voluntary act and deed.

(seal)

R. E. Adams

Notary Public in and for Johnson County, Iowa.

My commission expires July 4, 1942.