

RESTRICTIVE COVENANTS AGAINST PART OF AUDITOR'S  
PLAT NO. 25 IN CEDAR FALLS, IOWA

Whereas, F. C. Letsch and Zelma W. Letsch, his wife, Aulden S. Peters and LaFonda Peters, his wife, Ralph D. Wolfe and Helen Wolfe, his wife, and Grace Hawks, single, own their respective parts of the following described real estate located in Cedar Falls, Black Hawk County, Iowa, described as follows:

Auditor's Plat No. 25 in Cedar Falls, Iowa, Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17.

Whereas, the above named parties have an interest in and to all of the above described tract of real estate and are desirous of restricting the use of said real estate.

Now, therefore, we, the above named parties, 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 described herein shall be known and described as residential 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 dwelling shall be erected on any residential building plot nearer than 50 feet to nor farther than 70 feet from the front lot line, nor nearer than 5 feet of the side lot line. Any detached garage shall be located so that front of garage is back of rear of residence or farther, but shall not be subjected to the side line restrictions, except on corner lots. No structure shall be located nearer than 10 feet to the side street line.

(c) No lot shall be subdivided into residential building plots, having less than 7000 square feet of area or a width of less than 50 feet at the building set back line, nor shall any dwelling be erected on any residential building plot with a less area of frontage.

(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 different 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 \$3500 shall be permitted on any lot in the tract, and the ground floor square feet area thereof shall not be less than 672 square feet in the case of a one-story residence and 400 square feet in the case of a one and one-half or two story residence.

(i) These covenants 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 the then owners of the lots, it is agreed to change said covenants in whole or in part.

28 pg 82

(j) 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 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 from such violation.

(k) 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.

IN WITNESS WHEREOF, the parties hereto, have executed this agreement, this 29th day of May, 1941.

F.C. Letsch  
Zelma W. Letsch  
R.H. Gilbert  
Oreene F. Gilbert  
A.S. Peters  
La Fonda Peters  
Grace Hawks  
Ralph D. Wolfe  
Helen L. Wolfe

STATE OF IOWA, COUNTY OF BLACK HAWK:

On this

day of May, 1941, before me, a Notary Public in and

STATE OF IOWA, COUNTY OF BLACK HAWK:

On this 29 day of May, 1941, before me, a Notary Public in and for Black Hawk County, Iowa, personally appeared F. C. Letsch, Zelma W. Letsch, R. H. Gilbert, Oreene F. Gilbert, A. S. Peters, LaFonda Peters, Grace Hawks, Ralph D. Wolfe, Helen Wolfe, to me known to be the persons named in and who executed the foregoing instrument and acknowledged the same as their voluntary act and deed.

Phil Kunkel Jr.  
NOTARY PUBLIC IN AND FOR BLACK HAWK  
COUNTY, IOWA

20620902  
T.E. dt

STATE OF IOWA  
BLACK HAWK CO. 14  
Filed for record this 29 day  
of May A.D. 1941, at  
10:00 o'clock A.M. and recorded in  
Book 98 of Deeds on page 81  
Deed Roberta Rosander

Indexed  
Compared  
Paged 469