


DAVIS SUBDIVISION

IN BLACK HAWK COUNTY, IOWA.

1949.

SCALE: 1" = 100'.
"●" INDICATES IRON STAKE FOUND.
"○" INDICATES IRON STAKE SET.

E. E. SCHENK,
CIVIL ENGINEER & LAND SURVEYOR,
WATERLOO, IOWA.



Martin E. Davis and Florene Davis
to
the public

OMNIS' STATEMENT
Deed of Dedication.

Know all men by these presents:

that we, the undersigned Martin E. Davis and Florene Davis, husband and wife, both of Black Hawk County and State of Iowa, being the owners in fee simple of the following described tract of land situated in Black Hawk County, Iowa, and more than one mile from the corporate limits of any town or city, viz.:

A part of the East One-half ($\frac{1}{2}$) of Section Number Seven (7), Township Number Eighty-eight (88) North, Range Number Thirteen (13) West of the Fifth (5th) Principal Meridian, Black Hawk County, Iowa, described as follows: Commencing at a point in the east line of said Section that is 13.0 feet North of the Southeast corner of the Northeast One-fourth ($\frac{1}{4}$) of said Section; running thence West at an angle, measuring from North to West, of 90 degrees and 13 minutes with the East line of said Section, a distance of 728.0 feet; thence South along a line that is parallel with the East line of said Section, a distance of 742.5 feet; thence East along a line that is parallel with the first described course, a distance of 528.0 feet to a point in the East line of said Section that is 1926.2 feet North of the Southeast corner of said Section; thence North along the East line of said Section a distance of 742.5 feet to the point of beginning;

and being desirous of making and laying out a plat and sub-division of the same, do by these presents designate and set apart all of the above described tract of land as shown by the plat to the same, duly certified to by E. E. Schenk, Civil Engineer and Land Surveyor of Waterloo, Iowa, under date of July 5, 1949, to be hereafter known and called "DAVIS SUBDIVISION" Black Hawk County, Iowa, all of which is with our free consent and in accordance with our desires.

Be it also known that, whereas, the said Martin E. Davis and Florene Davis, husband and wife, are the fee simple owners of the title to the land included in said subdivision, therefore, we, the undersigned, do hereby covenant and agree with each other and ourselves and our assigns that each and all of the lots in said subdivision shall be and the same hereby are made subject to the following restrictions upon their use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance that we or either of us or our respective successors in interest may hereafter make for any of said lots or parts of said lots, and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in the particulars hereinafter stated to-wit:

1. No building used for residential purposes erected in this subdivision shall be other than one-family or two-family dwelling houses not to exceed two stories in height; and for a residence of one-story height the cubic footage shall not be less than 14,112 cubic feet, and for a two-story residence the cubic footage shall not be less than 18,816 cubic feet.

2. No building structure shall be erected on this subdivision within Fifty-three feet West of the center line of the public highway that adjoins this subdivision on the East.

3. No person who is not a member of the Caucasian race shall occupy or use any lot in said Subdivision, or use or occupy any building upon any such lot, excepting, only, that this restriction shall not prevent occupancy by domestic servants who do not belong to the Caucasian race and who are domiciled with a lot owner or tenant belonging to the Caucasian race.

4. No trailer, basement, tent, shack, garage, barn or other out-building, on any lot in said Subdivision shall at any time be used as a residence, either permanently or temporarily, nor shall any residence structure of a temporary character be permitted within said Subdivision.

5. No building structure shall be moved onto any lot in said Subdivision unless such building shall conform to and be in harmony with existing buildings in said Subdivision.

6. For the mutual benefit of ourselves, our successors in interest in the ownership of any and all of the lots or parts thereof in said Subdivision, and of such public and private corporations and agencies as may have occasion to serve, service or supply any of said lots with water, sewer, gas, electricity, heat, steam or communication service, we hereby expressly and specifically reserve and establish the following permanent easements in relation to each lot or part thereof in said Subdivision: Any company or agency supplying electricity or communication service in said Subdivision shall have the right to construct, maintain and operate permanent overhead or underground electricity or communication feeder or service facilities, with poles, cables and other appurtenances necessary thereto, along the rear or side lines of all lots and the right to trim trees to maintain a two-foot clearance for lines along permanent overhead routes; and any company or agency supplying and distributing gas, water, sewer, heat or steam shall have the right to construct and maintain such service lines in and across a strip of land five feet in width along the rear or side property line of each lot. The proprietors, agents and workmen of all such service corporations or agencies shall have the right of reasonable access to their said services and proposed installations for the purpose of the proper construction and maintenance of their lines and equipment.

7. All of the provisions hereof shall be enforceable by appropriate legal proceedings by any present or future owner of the legal or equitable title to any lot in said Subdivision.

8. Each of the undersigned and all persons and corporations hereafter acquiring any right, title or interest in any of the lots in said Subdivision shall be taken and held to have agreed and covenanted with the owners of all other lots in the Subdivision, and with the respective successors and assigns of the owners of all such other lots, to conform to and observe all of the foregoing covenants, restrictions and stipulations as to the use, improvement and occupancy of the lots in the Subdivision, and as to the construction of buildings thereon, for a period of twenty-five years from the date of the filing of said plat and this deed of dedication for record, and at the end of such twenty-five year period the said covenants shall be automatically extended for successive periods of ten years each, unless by vote of the majority of the owners of lots in said Subdivision at the end of any such period, it is agreed to change said covenants in whole or in part.

Witness our hands this 14th day of July, 1949, at Waterloo, Iowa.

Martin E. Davis

Florence Davis

STATE

COUNTY

Martin
person
that

