

RESTRICTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS we whose names are signed hereto are the owners and spouses of owners of the real estate described opposite our signatures, and are desirous of restricting the use, occupancy and improvement thereof for our mutual protection and benefit;

THEREFORE, in consideration of the benefits to be derived from the mutual compliance with and observance of these agreements, and in further consideration of the promises of each of the other parties hereto, we do hereby make, declare, adopt and establish the following rules, regulations, restrictions and requirements governing the use, occupancy and improvement of our said real estate, and bind ourselves, our heirs, legal representatives and assigns to a strict compliance therewith and observance thereof as hereinafter set out, viz:

1. Each and every tract of land described herein shall be known and described as a residential tract (hereinafter called a tract) and no structure shall be erected thereon other than one detached single segregated family dwelling not to exceed two stories in height and a private garage for not more than three cars.
2. No old or previously used building shall be moved onto any such tract, and no trailer, basement, tent, shack, garage, barn or other outbuilding or structure whatever, shall be used as a residence, either temporarily or permanently.
3. Any residence now existing on any such tract may be remodeled or altered for occupancy by more than one family provided that the floor area of each unit to be occupied by one family shall be at least 720 square feet.
4. No building shall be erected on any such tract nearer to the front line of such tract than the neighboring structures on either side thereof except that where a neighboring structure on one side thereof is nearer to the front line of its tract than the neighboring structure on the other side thereof, the structure between may be placed not nearer to the front line of its tract than the line which

PAGE TWO.

is the mean line determined by averaging the distances from the respective front lines of the said neighboring structures. No structure shall be placed nearer than five feet to any side line of any such tract except for a garage located on the rear one-quarter of such tract and except that on a corner tract, no structure whatever shall be placed nearer than ten feet to the side street line.

5. No such tract shall be re-subdivided into tracts having areas of less than 6000 square feet each or widths of less than 50 feet each at the front building lines thereof.
6. No merchandising, manufacturing, trade, business, service or other commercial activity whatever shall be maintained or carried on ~~on~~ any such tract. It is the intent of this agreement to restrict each and every tract affected hereby to residential purposes only, and any such merchandising, manufacturing, trade, business, service or other commercial activity is considered to be offensive and obnoxious to the residential character of the tract affected hereby and to be a nuisance per se.
7. No residential structure shall be erected on any such tract unless the cost thereof is \$4000.00 or more, and unless the ground floor area thereof is 720 square feet or more in the case of a one story structure or 530 square feet or more in the case of a structure of more than one story. The said ground floor area shall not include one-story open porches nor attached one-story garages.
8. No such tract shall be used or occupied by persons of any race other than the Caucasian race except that domestic servants of races other than the Caucasian race may be employed by and domiciled with owners or tenants.
9. These covenants shall be covenants running with the land and shall be binding on all the parties hereto, their heirs, devisees, legal representatives and assigns, and shall continue in force until January 1, 1970, from which time they shall continue in full force and effect for a further period of fifteen years unless a majority

of the then owners of the tracts affected hereby shall in writing, duly filed in the office of the County Recorder of Black Hawk County, Iowa, determine to change or abandon any or all of said covenants.

10. If any of the parties hereto, their heirs, devisees, legal representatives or assigns shall violate or attempt to violate any of the covenants herein contained, any other person or persons then owning any other tract affected hereby may institute and prosecute any appropriate proceedings at law or in equity against any such violator, either to prevent such violation or to recover damages for such violation.

11. In the event one or more of the covenants herein contained shall be declared invalid by any judgment or court order, such judgment or court order shall in no wise affect the remaining covenants hereof and they shall remain in full force and effect.

IN WITNESS WHEREOF we have hereunto subscribed our names and set forth the description of our real estate this ^{1st} ~~5th~~ day of ~~June~~ MAY, A. D. 1945

_____ Owner	_____ Description of
_____ Spouse	_____ Property
_____	_____
_____	_____
(SEE SIGNATURES AND ACKNOWLEDGEMENT ATTACHED.)	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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