

to) Restrictive Covenants
The Public)

No. 5833, Recording Fee 750 Paid Filed for Record September 4th A.D. 1941, at 3:55 o'clock P.M. Benj. Zoeckler, Recorder By Minnie & Carlow. Deputy

WHEREAS, Ada C. Phelps, is the owner of the following described real estate situated in the City of Davenport, Scott County, Iowa, more particularly described as follows, to-wit:

Part of the South $\frac{1}{5}$ of the N.W. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Sec. 18. in Twp. 78 N. Range 4 East of the 5th F.M. in the City of Davenport, Iowa, more particularly described as follows:

Beginning at the Northwest corner of the Southeast $\frac{1}{4}$ of said Section; thence running South along the West line of the Southeast $\frac{1}{2}$ of said Section and along the center line of Jersey Ridge Road, $\frac{1}{6}$ 58 feet to a point which is the point of beginning of the tract herein described; thence from said point of beginning running south to the southwest corner of the Northwest $\frac{1}{2}$ of the S.E. $\frac{1}{2}$ of said Section 18; thence East 320 feet; thence North to a point which is 320 feet East of the point of beginning; thence West 320 feet to the point of beginning.

WHEREAS, the said Ada C. Phelps is desirous of restricting the use of the said tract of real estate hereinabove described.

NOW THEREFORE, WE, Ada C. Phelps and G. A. Phelps, her husband, as owner and spouse of said owner of the above described real estate do hereby agree that the above described tract shall be restricted as follows:

- 1. Said real estate shall, at no time, be used or be permitted to be used for the carrying on of a commercial business, retail, or wholesale, factory or manufacturing business, hospital, sanitarium, dispensary, retreat for invalids nor for the selling of wine, beer, spirits or spirituous liquors.
- 2. No building, including a porch, shall, prior to March 1, 1960, be erected on said real estate between the West property line and a building line running in a straight line North and South parallel to said West line of the real estate hereinabove described and at a distance of One Hundred Thirty (130) feet therefrom.
 - 3. No dwelling house or other building shall be moved onto said real estate.
- 4. No dwelling house shall, at any time, be erected on said real estate, which shall cost less than Four Thousand (\$4000.00) Dollars, excepting any dwelling house constructed for the use of servants or guests, which must be constructed to the rear of the principal dwelling house upon said premises.
 - 5. Said real estate shall not be sub-divided at any time prior to January 1, 1960.
- 6. The exterior architecture of any dwelling house erected on said real estate prior to March 1, 1960, shall, if grantors or either of them shall survive at the time

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of such erection, be approved, in writing, by grantors if surviving, of by the survivor of them, if one of them be dead.

- 7. The landsceping, prior to March 1, 1950, of said real estate between the West property line and the building line as hereinbefore designated shall, if grantors, or either of them shall survive at the time thereof, be approved in writing, by grantors if surviving, or by the survivor of them, if one of them be dead.
- 8. The covenants herein contained are to run with the land and shall be binding upon the granters and upon their grantees and upon the persons claiming under them until January 1, 1960, at which time said covenants shall be of no further force and effect.
- 9. If the parties hereto, or any of them, or their heirs, devisees or grantees, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any part or portion of the real estate hereinabove described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.
- 10. 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 we have hereunto set our hands this 30th day of August, A.D. 1941, at Davenport, Iowa.

Ada C. Phelps G. A. Phelps

STATE OF IOWA, SCOTT COUNTY, ss:

FIGURE & CHARGES CO. PAYENCEE, LOSS

On this 30th day of August, 1941, before me, Harold W. Hoersch, a Notary Public in and for Scott County, Iowa, personally appeared Ada C. Phelps and G. A. Phelps. her husband 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.

(Notarial Seal)

Harold W. Hoersch, Notary Public in and for Scott County, Iowa.