

No. 22852

Fee \$1.40 ✓

DECLARATION OF RESTRICTIONS AFFECTING SECTIONS A,B,C,D, OF SOUTH PROSPECT HILLS ADDITION TO WATERLOO, BLACK HAWK COUNTY, IOWA.

Date Oct. 22nd, 1937.

WHEREAS, J.E. Johnson, the owner, having heretofore executed a plat of West one-fourth of South Prospect Hills Addition to Waterloo, Black Hawk County, Iowa, which plat was recorded on the 29th day of October, 1937, in Book ____ of plats under instrument No. _____, in the office of the Recorder of Black Hawk County, Iowa, and having heretofore dedicated to the public all of the streets, roads, and parks for street or part or boulevard purposes respectively as are shown thereon, now desires to place restrictions on certain of said lots for the use and benefit of the present owners and for the future grantees.

NOW, THEREFORE, in consideration of the premises, J.E. Johnson for himself and for his successors and assigns and for his and their future grantees, hereby agrees that all of said lots in Sections A. and B., lots one (1) to five (5), both inclusive,

in Section G. and lots one (1) and two (2), both inclusive, in Section D. of South Prospect Hills Addition, shall be and are hereby restricted as to their use in the manner hereinafter set forth.

Definitions of Terms Used:

For the purpose of these restrictions, the word "Street" shall mean any street, terrace, or road, of whatever name shown on the recorded plat of West one-fourth of South Prospect Hills Addition, and which has been heretofore dedicated to the public for the purpose of a public street or for a park or boulevard purposes.

The word "outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

The word "Lot" means any lot as platted.

Persons Bound By These Restrictions:

All persons and corporations who now own, or shall hereafter acquire any interest in any of the lots in South Prospect Hills Addition, shall be taken and held to agree and covenant with the owner of the lots shown on said plat, and with its successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof, and the construction of residences and improvements thereon for a period of twenty (20) years from October 1, 1937, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

Section One. - Use of Land.

None of said Lots may be improved, used or occupied for other than private residence purposes, and no flat nor apartment house, though intended for residence purposes may be erected thereon. Any residence erected or maintained thereon shall be designed for occupancy by a single family, and shall include a garbage incinerator therein. Not more than one house shall be built on a lot, and each house shall front upon the street upon which the lot fronts upon which it is built. No lot shall be sold to, rented or leased to, or occupied by any person of other than the Caucasian race.

Section Two. - Frontage of Lots:

- Section A. Lot one (1) on Prospect Boulevard and Midlothian Boulevard,
 Lots two (2) to eleven (11), both inclusive, on Prospect Boulevard.
 Lots twelve (12) to twenty-one (21), both inclusive, on Woodstock Road.
- Section B. Lot one (1) on Woodstock Road and Midlothian Boulevard.
 Lots two (2) to ten (10), both inclusive, on Woodstock Road.
 Lots eleven (11) to eighteen (18), both inclusive, on Midlothian Boulevard.
- Section C. Lots one (1) and two (2), both inclusive, on Midlothian Boulevard.
 Lots three (3) to five (5), both inclusive, on Ivanhoe Road.
- Section D. Lot one (1) on Ivanhoe Road and Midlothian Boulevard.
 Lot two (2) on Midlothian Boulevard.

Section Three. - Required Cost of Residence.

Any residence erected wholly or partially on any of the following lots shall cost not less than \$6,000.00, to-wit:

- Lots one (1) to Eleven (11), inclusive, and
 Lots twenty (20) and twenty-one (21), in Section A.
 Lot One (1), and Lots eleven (11) to eighteen (18), inclusive, in Section B.
 Lots one (1) to four (4), inclusive, in Section C.
 Lots one (1) and two (2), in Section D.

Any residence erected wholly or partially upon the following lots shall cost not less than \$5,000.00, to-wit:

Lot twelve (12) to nineteen (19), inclusive, in Section A.

Lots two (2) to ten (10), inclusive, in Section B.

Lot five (5) in Section C.

No old or previously used buildings shall be moved upon any of the lots in the addition.

Section Four. - Set-Back of Residence from Streets:

(a) No part of any residence, except as hereinafter provided, may be erected or maintained on any of said lots, nearer to the front street, or side street than is the front building line or the side building line shown on the plat of South Prospect Hills Addition, on the lot or lots on which such residence may be erected. Reference is made herein to front and side building lines, for the purpose of determining the location of any residence with respect to the adjoining street as shown on plat, with respect to the present location of said street.

(b) Those parts of the residence which may project to and be nearer to the side streets than the side building lines shown on said plat and the distance which each may project, are as follows: Window projections, vestibule and porch projections, any bay, bow, oriel or other projecting windows, chimneys or grill work may project beyond the side building lines, but not to exceed six (6) feet.

(c) Outbuildings, exclusive of greenhouses, shall conform to building lines and shall occupy not to exceed forty (40) per cent of the width of the lot.

(d) No buildings, trees or obstacles shall be erected, planted or maintained nearer than four (4) feet to the rear building line, nor shall any building be erected nearer than six (6) feet to the side lot lines upon any of the lots. No fences shall be erected upon any lot lines to exceed five (5) feet in height.

Section Five. - Trees.

No trees except Moline Elms shall be planted along or upon the parkings on South Prospect Boulevard, and no trees except hard wood trees shall be planted along the parkings of the other streets in such Addition.

Section Six.

Each of the restrictions above set forth shall continue and be binding upon Mr. J.E. Johnson, owner, and his successors and assigns, for a period of twenty (20) years from October 1, 1937, and shall automatically be continued thereafter for successive periods of twenty (20) years.

Section Seven.

An easement is hereby specifically reserved, as to each lot, of the right of use along the rear property line for permanent overhead or underground electric and communication feeder or service facilities, with poles and other appurtenances necessary thereto and over side property lines for permanent underground or temporary overhead electric and communication feeder or service facilities, together with the right of owners of said electric or communication facilities to trim trees to maintain a two-foot clearance for wires along permanent overhead routes.

Dated this 22nd day of October, 1937

J.E. Johnson

Miscellaneous Record No. 15, Black Hawk County, Iowa

STATE OF IOWA }
COUNTY OF BLACK HAWK } SS.

On this 22nd day of October, A.D., 1937, before me, a Notary Public in and for Black Hawk County, State of Iowa, personally appeared J.E. Johnson, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Witness my hand and official seal the day and year last above written.



Geo. E. Pike
Notary Public in and for Black Hawk
County, Iowa.

Filed for record Oct. 29, 1937 at 3:55 P.M.

Eva M. Brebner, Recorder, rr

