

RESTRICTIVE COVENANTS AGAINST LOTS  
IN HIGHLAND, WATERLOO, IOWA, SECOND  
FILING

WHEREAS, Mike E. George, and Stanley D. Moore,  
own the following described real estate, situated in the  
city of Waterloo, Black Hawk County, Iowa, to-wit:

Lots from One (1) to Eight (8), inclusive, in  
Block Eleven (11), Highland, Waterloo, Iowa, Second  
Filing,

Lots from Five (5) to Eleven (11), inclusive, in  
Block Twelve (12), Highland, Waterloo, Iowa, Second  
Filing,

Lots One (1) to Six (6) inclusive, in Block Ten  
(10), Highland, Waterloo, Iowa,

Lots One (1) and the East 15' of Lot Two (2),  
the West 30' of Lot Three (3) and all of Lots Four  
(4), Five (5) and Six (6), Block Six (6), Highland,  
Waterloo, Iowa, Second Filing,

Lots Seven (7) and Eight (8) in  
Block Ten (10), Highland, Waterloo, Iowa, Second  
Filing.

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

NOW, THEREFORE, we, Mike E. George, and Letha K.  
George, his wife, and Stanley D. Moore, and Ruth B. Moore,  
his wife, all 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 in the tract shall be known and des-  
cribed as residential lots, and no structure shall be  
erected on any residential building plot other than one de-  
tached single-family dwelling, not to exceed two stories in  
height and a one or two car garage.

(b) No building shall be erected on any residential  
building plot nearer than 23 feet to nor farther than 30 feet  
from the front lot line, nor nearer than 5 feet to any side  
lot lines. The side line restriction shall not apply to a  
garage located on the rear one-quarter of a lot, except  
that on corner lots no structure shall be permitted nearer  
than 10 feet to the side street line.

(c) No residential lot shall be resubdivided into building plots having less than 6000 square feet of area or a width of less than 50 feet each, nor shall any building be erected on any residential building plot having an area of less than 6000 square feet or a frontage of less than 50 feet.

(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 in 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 is less than \$4000 shall be permitted on any lot in the tract, and the ground floor square foot area thereof shall not be less than 720 square feet in the case of a one-story structure nor less than 530 square feet in the case of a one-and-one-half or two-story structure.

(i) These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1964, at which time said covenants and restrictions shall terminate. (Max building units to be constructed on any lot in this subdivision and location thereof have been approved in writing by the developer of this tract.)

(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, 1964, it shall be lawful for any other person owning any other lots in said developments 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 restrictions and either to prevent him or them from so doing or to recover damages or other dues for 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 instrument this 3 day of April A.D. 1939

Subscribed and sworn to by the above party on this 3rd day of April, 1939.

*Letha K. George*  
*Mike E. George*

*Stanley D. Moore*

Notary Public in and for Black Hawk County, Iowa  
BLACK HAWK CO. IOWA  
*Ruth B. Moore*

Filed for record this 3rd day of April A.D. 1939 at 4:30 clock P.M. and recorded in Book 13 of said on page 443  
Notary Public Recorder  
R. B. Deputy  
Fee 2

#2016

STATE OF Iowa, COUNTY OF Black Hawk

On this 3rd day of April, A. D. 1939, before me,

O. L. Wynkoop

a Notary Public in and for said County, personally appeared Mike E. George and Letha K. George, Stanley D. Moore and Ruth B. Moore

to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as

voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



*O. L. Wynkoop*  
Notary Public in and for said County and State.