

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

WHEREAS, Mike E. George owns the following described real estate, situated in the City of Waterloo, Iowa, Black Hawk County, Iowa, to-wit:

Lots Five (5), Six (6), Seven (7) and Eight (8), in Block Sixteen (16), Highland Waterloo, Iowa, Second Filing.

Lots one (1), Two (2), three (3) and sixteen (16), in Block Fifteen (15), Highland, Waterloo, Iowa, Second Filing.

WHEREAS, said named party has an interest in and to the above described tracts of real estate and is desirous of restricting the use of said real estate.

NOW, THEREFORE, we, Mike E. George, and Letha K. George, his wife, 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 described as residential lots, and no structure shall be erected on any residential building plot other than one detached 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 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 \$3000 shall be permitted on any lot in the tract, and the ground floor square foot area thereof shall not be less than 672 square feet in the case of a one-story structure nor less than 400 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.

(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 development 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) Invalidity 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.

STATE of IOWA, } #2017
BLACKHAWK CO. } ss 3rd
Filed for record this _____ day
of _____ A.D. 1939, at
7:25 clock _____ M, and recorded in
book 18 of reel on page 445
Eva M. Finckel Recorder
B. B. Deputy
Fest. L. _____

Mike E. George
Latha K. George

STATE OF Iowa, COUNTY OF Black Hawk, ss.
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 Latha K. George 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.

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.