

RESTRICTIVE COVENANTS AGAINST
LOTS IN MAPLE LEAF ADDITION,
WATERLOO, IOWA.

WHEREAS, Mary E. Bown, Widow, Margery Bown Webster, and Glenn C. Bown, single, own the following described real estate, situated in the City of Waterloo, Black Hawk County, Iowa, to-wit:

Lots One (1) Two (2) Three (3) Four (4) Five (5) and Six (6) Block Five (5) Maple Leaf Addition to the City of Waterloo, Iowa,

Lots Two (2) Three (3) Four (4) Block Four (4) Maple Leaf Addition to the City of Waterloo, Iowa,

Lots Twelve (12), Block Two (2), Maple Leaf Addition to the City of Waterloo, Iowa, and

Lots Eighteen (18) Block Three (3), Maple Leaf Addition to the City of Waterloo, Iowa.

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, Mary E. Bown, widow, Margery Bown Webster, and Glenn C. Bown, single, 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 25 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.

(Cont)

(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 covenants 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 feet area thereof shall not be less than 600 square feet in the case of a one-story structure nor less than 450 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) 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 _____ day of _____ A.D., 1939.

Mary E. Bown
Margery Bown Webster
Glenn C. Bown