



PROTECTIVE COVENANT

WHEREAS, August A. Koloc is now the owner of a certain tract or parcel of real estate situated in the County of Black Hawk and State of Iowa, described as follows, to-wit:

The Southeast One Hundred feet (SE 100 ft.) of Lot Number Six (6) in Block Number Ten (10) Whitney & Sedgwick Addition to Waterloo; and the Northwesterly sixty-two and five-tenths (62.5) feet of the Southeasterly One Hundred sixty-two and five-tenths feet (162.5 ') of Lots Six and Seven (6 and 7) Block Ten (10), Whitney & Sedgwick Addition, Waterloo, Iowa, except the following described tract: Commencing at the Northerly corner of Lot 7; thence South along the West line of said lot Twenty-seven and sixty-four hundredths feet (27.64') thence Northeasterly Seventy-seven and six-tenths feet (77.6') along a line which will intersect the Northeasterly line of Lot 6 at a point which is Ninety-five feet (95') Southeasterly from the Northerly corner of Lot 6; thence Northwesterly to the place of beginning, and

WHEREAS, the building restrictions established by Ordinance #1213 of the City of Waterloo controlling the above described premises may be waived by obtaining a permit therefor from the City Council, and

WHEREAS, it is the desire and purpose of the said August A. Koloc as owner to definitely establish certain restrictions regarding the use and occupancy of the above described premises for a period of years as hereinafter set forth,

Now, therefore, We, August A. Koloc and Iola Koloc, his wife, owners of the above described premises, for the purpose of definitely and firmly establishing certain rules, regulations and restrictions governing the use and occupancy of the above described premises for a term of years beginning December 1, 1939, and expiring January 1, 1964, hereby make, declare, set out and establish the following rules, regulations and requirements governing the use and occupancy of said premises and hereby bind ourselves, our heirs and assigns to a strict compliance and observance of the rules, regulations and restrictions under penalty as hereinafter set out.

1. The lot described herein shall be known, described and used solely as a residential lot, and no structure shall be erected on this lot other than one detached single family dwelling not to exceed two stories in height and a one or two car garage.
2. No building shall be erected on this lot nearer than 20 feet to nor farther than 25 feet from the front lot line, nor nearer than 5 feet to any side lot line. The side line restriction shall not apply to a garage located on the rear one-quarter of this lot.
3. This lot shall not be resubdivided into building plots.
4. This lot is intended to be used solely by the Caucasian race, and no race or nationality other than those for whom the premises are intended, shall use or occupy any building on the lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.
5. No trailer, basement, tent, shack, garage, barn or other outbuilding 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.
6. No structure shall be moved onto this lot unless it shall conform to and be in harmony with existing structures in the tract.
7. No building shall be erected on this lot unless the design and location is in harmony with existing structures and locations in the block and do not violate any restrictive covenants. In any case no dwelling costing less than \$4000.00 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 400 square feet in the case of a one and one-half or two story structure.
8. No trade shall be carried on upon this lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
9. A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.
10. These covenants and restrictions are to run with this land and shall be binding on all the parties and all persons claiming under them until January 1, 1964, at which time said covenants and restrictions shall terminate.
11. 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 or persons owning any other lots in this block to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

12. 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 hereunto subscribe our names this 23rd day of November, 1939, at Waterloo, Iowa.

August A. Koloc
Iola Koloc

STATE OF IOWA,
ss:
Black Hawk County,

On this 23rd day of November, 1939, before me personally appeared August A. Koloc and Iola Koloc, his wife, to be 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.

WITNESS my hand and seal, the day and year last above written.

Alvin J. Patton
Notary Public in and for
Black Hawk County, Iowa.



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STATE OF IOWA }
BLACK HAWK CO. } SS
Filed for record this 27 day
of November AD. 1939 at
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Leavitt & Johnson Co.