

RESTRICTIVE COVENANTS AGAINST LOTS
IN THOMAS & BRINKER ADDITION, CITY
OF WATERLOO, IOWA.

WHEREAS Loren E. Thomas and Margaret Thomas, his wife, Solon W. Thomas and Katherine Thomas, his wife, Albert W. Brinker and Elsie Brinker, his wife, and Vern P. Andrews and Daisy L. Andrews, his wife, are the owners of the following described real estate situated in Waterloo, Black Hawk County, to-wit:

Lots Five (5) to Twenty-Four (24), inclusive, in Block One (1), Thomas & Brinker Addition, City of Waterloo, Black Hawk County, Iowa, Loren E. Thomas being shown on said abstract of title as L.E. Thomas, one and the same person, and Solon W. Thomas being shown on said abstract of title as S.W. Thomas, being one and the same person, and the above named parties also being the owners of all the lots in Block Two (2), Thomas & Brinker Addition, City of Waterloo, Black Hawk County, Iowa, and,

WHEREAS the above 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, the above named parties, all being residents 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 lot other than one detached single-family dwelling, not to exceed two stores 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 lot line, nor nearer than five 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 ten feet to the side street line.

(c) No residential lots shall be resubdivided into building plots having less than 7000 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 7000 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 Caucasian Race, shall use or occupy any building or any lot, except that this covenant shall not prevent the occupancy by domestic servants of a different race or nationality employed by the owner or tenant.

(f) No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall be at any time used as a residential building, 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 on the tract.

(h) No building, the construction costs of which is less than \$3000.00 shall be permitted on any lot in the tract, and the ground floor square feet 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.

For Abundant see book 25 of Misc. page 304

(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, 1965, at which time said covenants 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, 1965, it shall be lawful for any other persons owning any other lots in said development or subdivision to prosecute any proceedings at law or 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 recover damages or other dues for such violations.

(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 we set our hands and seals at Waterloo, Iowa, on this 23rd day of April, 1940 A.D.

1st
April
1940

L. E. Thomas
L. E. THOMAS

Margaret Thomas
Margaret Thomas, his wife.

S. W. Thomas
S. W. THOMAS

Katherine Thomas
Katherine Thomas, his wife.

Albert W. Brinker
Albert W. Brinker

Elsie Brinker
Elsie Brinker, his wife.

Vern P. Andrews
Vern P. Andrews

Daisy L. Andrews
Daisy L. Andrews

STATE OF IOWA, BLACK HAWK COUNTY, ss.

On this 23rd day of April, 1940, before me, personally appeared L.E. Thomas and Margaret Thomas, his wife, S.W. Thomas and Katherine Thomas, his wife, and Albert W. Brinker and Elsie Brinker, his wife, 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.

Sandy Burson
Notary Public in and for Black Hawk County, Iowa.

STATE OF IOWA, BLACK HAWK COUNTY, ss.

On this 30th day of August, 1940, before me personally appeared Vern P. Andrews and Daisy L. Andrews, husband and wife, 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.

D. D. Duro
Notary Public in and for said County and State.



(1) 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, 1965, it shall be lawful for any other persons owning any other lots in said development or subdivision to prosecute any proceedings at law or 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 recover damages or other dues for such violations.

STATE OF IOWA
BLACK HAWK CO. } SS
Filed by record the 20 day
of September A.D. 1940, at
10:30 o'clock A.M. and recorded in
book 25 of mail on page 119.
Wm. Breckner Recorder

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