

3413

STATE of IOWA, 1941
BLACK HAWK CO. 198
Filed for record this 5 day
of April A.D. 1941 in
P.C.C. 104.11 and recorded in
book 27 of Book on page 133
Vern Roberts Recorder
P.C.C. 104.11 P.C. 104.11
P.C.C. 104.11

RESTRICTIVE COVENANTS AGAINST
LOTS IN HOLLANDALE ADDITION TO
THE CITY OF WATERLOO, BLACK
HAWK COUNTY, IOWA.

WHEREAS, W. R. Svane owns the following described real estate, situated
in the City of Waterloo, Black Hawk County, Iowa:

Lot Thirty (30) in Hollandale Additon
to the City of Waterloo, Iowa, and

WHEREAS, H. A. Boysen owns the following described property, situated in
the City of Waterloo, Black Hawk County, Iowa:

East one-half of Lot Twenty-nine (29)
in Hollandale Addition to the City of
Waterloo, Iowa, and

WHEREAS, Dulcie Niday owns the following described real estate situated in
the City of Waterloo, Black Hawk County, Iowa:

Lot Twenty-six (26) in Hollandale Addition
to the City of Waterloo, Iowa, and

WHEREAS, Joe Stephens, owns the following described property situated in
Waterloo, Black Hawk County, Iowa:

East one-half of Lot Twenty-five (25) in
Hollandale Addition to the City of Waterloo,
Iowa, and

WHEREAS, Floyd Wamsley owns the following described real estate, situated in
the City of Waterloo, Black Hawk County, Iowa:

Lot Twenty-four (24) in Hollandale Addition
to the City of Waterloo, Black Hawk County,
Iowa, and

WHEREAS, Lloyd W. Thompson, owns the following described real estate,
situated in Waterloo, Black Hawk County, Iowa:

Lot Twenty-three (23) in Hollandale Addition
to the City of Waterloo, Iowa, and

WHEREAS, Ralph Paden owns the following described real estate, situated in
Waterloo, Black Hawk County, Iowa:

Lot Forty-eight (48) in Hollandale Addition
to the City of Waterloo, Iowa, and

WHEREAS, H. H. Zimmerman, owns the following described real estate situated
in Waterloo, Black Hawk County, Iowa:

Lot Fifty-six (56) in Hollandale Addition
to the City of Waterloo, Black Hawk County,
Iowa, and

WHEREAS, Thomas W. Porter owns the following described real estate, situated
in Waterloo, Black Hawk County, Iowa:

Lot Fifty-five (55) in Hollandale Addition
to the City of Waterloo, Iowa.

WHEREAS, A. E. Gibson, owns the following described real estate, situated in Waterloo, Black Hawk County, Iowa:

Lots Sixty-one (61), Sixty-two (62), Sixty-three (63) Sixty-nine (69), Seventy (70), Seventy-one (71) and Seventy-two (72) in Hollandale Addition to the City of Waterloo, Black Hawk County, Iowa, and

WHEREAS, Albert A. Oleson owns the following described real estate, situated in the City of Waterloo, Black Hawk County, Iowa:

East one-half of Lots Twenty-one (21) and Twenty-two (22) in Hollandale Addition to the City of Waterloo, Iowa, and

WHEREAS, Raymond Herbert owns the following described property, situated in Waterloo, Black Hawk County, Iowa:

East one-half of Lot Thirty-one (31) in Hollandale Addition to the City of Waterloo, Black Hawk County, Iowa, and

WHEREAS, Floyd Olds, owns the following described property, situated in the City of Waterloo, Black Hawk County, Iowa:

West one hundred fifty feet (150') of Lot Forty-seven (47) in Hollandale Addition to the City of Waterloo, Black Hawk County, Iowa, and

WHEREAS, Joseph F. Leach owns the following described real estate, situated in Waterloo, Black Hawk County, Iowa:

Lot Sixty-eight (68) in Hollandale Addition to the City of Waterloo, Black Hawk County, Iowa, and

WHEREAS, Roy Baker owns the following described real estate, situated in the City of Waterloo, Black Hawk County, Iowa:

Lot Sixty (60) in Hollandale Addition to the City of Waterloo, Black Hawk County, Iowa, and

WHEREAS, Frank O. Christie owns the following described real estate situated in the City of Waterloo, Black Hawk County, Iowa:

Lot Sixty-six (66) in Hollandale Addition to the City of Waterloo, Black Hawk County, Iowa, and

WHEREAS, Cynthia Plucar owns the following described real estate, situated in Waterloo, Black Hawk County, Iowa:

Lot Sixty-seven (67) in Hollandale Addition to the City of Waterloo, Iowa.

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 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 tracts 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 dwelling shall be erected on any residential building plot nearer than 50 feet to nor farther than 60 feet from the front lot line, nor nearer than 5 feet of the side lot line. Any detached garage shall be located upon the rear quarter of such residence building plot, but shall not be subjected to the side line restrictions, except on corner lots. No structure shall be located nearer than 10 feet to the side street line.

(c) No lot shall be subdivided into residential building plots having less than 8732 square feet of area or a width of less than 48.61 feet at the building set back line, nor shall any dwelling be erected on any residential building plot with a less area of frontage, excepting however, that lots 45 and 46 may be subdivided into residential building plots of an area of not less than 4,000 square feet, and a frontage of not less than 40 feet, but no dwelling shall be erected on any such residential building plot within said lots with a less area or width.

(Cont.)

(d) Any residence erected on the East half of lots 21 to 44, both inclusive, and the West 197.5 feet of Lots 47 to 72, inclusive, shall face on Seventh Street, and such parts of said lots, or any subdivisions of the same, shall be deemed residential building plots and subject to the restrictions provided herein.

(e) 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.

(f) 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.

(g) No trailer, basement, tent, shack, garage, barn or other outp building erected on the tract shall at any time be used as a residence temporarily or permanently; nor shall any residence of a temporary character be permitted.

(h) No structure shall be moved onto any lot unless it shall conform to and be in harmony with existing structured in the tract.

(i) No building, the construction costs of which are less than \$5,000 shall be permitted on any lot in the tract, and the ground floor square feet area thereof shall not be less than 762 square feet in the case of a one-story residence and 400 square feet in the case of a one and one-half of two-story residence.

(j) These Covenants 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 be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

(k) 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 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 from such violation.

(l) 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. AN EASEMENT IS RESERVED OVER THE REAR FIVE FEET OF EACH LOT FOR UTILITY INSTALLATION AND MAINTENANCE.

IN WITNESS WHEREOF, the parties hereto have executed, this instrument, the 5th day of April, 1941.

<u>Clayton H. Thompson</u>	<u>174 Campbell St</u>
<u>Albert A. Bissell</u>	<u>814 - Campbell St</u>
<u>Raymond Baker</u>	<u>1802 - Campbell St</u>
<u>Arthur P. Lucas</u>	<u>_____</u>
<u>Floyd A. Olds</u>	<u>_____</u>
<u>H. H. Zimmerman</u>	<u>_____</u>