

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

WHEREAS, the following named persons are the owners of certain real property, consisting of lots or portions of lots in Hollandale, an Addition to the City of Waterloo, County of Black Hawk, State of Iowa and are the owners of the lots or portions of lots set opposite their respective names, to-wit:

Albert A. Oleson	East one-half of Lots Twenty-one (21) and Twenty-two (22)
Lloyd W. Thompson	Lot Twenty-three (23)
Floyd Wamsley	Lot Twenty-four (24)
Joe Stephens	East one-half of Lot Twenty-five (25)
Dulcie Niday	Lot Twenty-six (26)
William Edgerton	Lot Twenty-seven (27)
Ed Krumbach	Lot Twenty-eight (28)
H. A. Boysen	Lot Twenty-nine (29)
W. R. Svano	Lot Thirty (30)
Raymond Herbert	East one-half of Lot Thirty-one (31)
Albert Nielsen	Lot Thirty-three (33)
Floyd Olds	Lot Forty-seven (47)
Ralph Paden	Lot Forty-eight (48)
H. N. Stout	Lots Forty-nine (49) and Fifty (50)
Herman Long	Lot Fifty-two (52)
Thomas Porter	Lots Fifty-three (53), Fifty-four (54) and Fifty-five (55)
H. H. Zimmerman	Lot Fifty-six (56)
Prince Searcy	Lot Fifty-eight (58)
Roy Baker	Lot Sixty (60)
Helen J. Kisor	Lot Sixty-one (61)
Glenn C. Stoner	Lot Sixty-two (62)
Eugene Hubbard	Lot Sixty-three (63)
Fred E. Brown	Lot Sixty-five (65)
Frank O. Christie Jr.	Lot Sixty-six (66)
Cynthia Pluca	Lot Sixty-seven (67)
Joseph F. Leach	Lot Sixty-eight (68)
Albert Wilson	Lot Sixty-nine (69)
A. E. Gibson	Lots Seventy (70), Seventy-one (71) and Seventy-two (72)

AND WHEREAS, the above named owners of the above described real property desire to restrict the use of said real property for the mutual benefit of each other and to maintain the property as a high class residential district, and,

WHEREAS, certain Restrictive Covenants affecting the property were filed on the 5th day of April, 1941, in the office of the County Recorder of Black Hawk County, Iowa, and were recorded in Book 27 on Page 133 of the Miscellaneous Records of Black Hawk County, Iowa, and

WHEREAS, the said Restrictive Covenants so filed and recorded, by reason of certain typographical errors do not express the desires of the owners of said real property, and,

WHEREAS, the owners of the real property above described, desire to cancel and annul the Restrictive Covenants heretofore filed and recorded against the property, and to substitute therefor certain Protective Covenants which express the desires of the owners of said real property:

NOW THEREFORE, the undersigned, all of the County of Black Hawk, State of Iowa, do hereby agree with each other and the owners of other lots and tracts in Hollandale Addition to the City of Waterloo, County of Black Hawk, State of Iowa, and with the Public that the Restrictive Covenants, hereinbefore referred to and which have been filed and recorded as set forth herein, shall be cancelled and annulled and held to naught and that the Protective Covenants hereinafter set forth shall be substituted therefor, and,

The undersigned, owners of the above described real property, all of the County of Black Hawk, State of Iowa, do hereby covenant and agree with the owners of the other lots and tracts in Hollandale, an addition to the City of Waterloo, County of Black Hawk, State of Iowa, and with the Public, that the above described Real property and the use thereof shall be subject to the following Protective Covenants:

(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 or 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 lot or plot nearer than fifty feet (50') nor farther than sixty feet (60') from the front lot line. Any detached garage shall be located not less than one hundred feet (100') from the front lot line. No residence shall be erected nearer than five feet from the side lot line and on corner lots no building shall be erected nearer than ten feet (10') from the side lot line, toward the street.

(c) No lot shall be subdivided into residential building plots having less than eight thousand seven hundred thirty-two (8732) square feet of area or a width of less than forty-eight and sixty-one one hundredths feet (48.61') at the building set back line, nor shall any dwelling be erected on any residential building plot or lot with a less area or frontage, except, however, that lots 45 and 46 may be subdivided into residential building plots of an area of not less than four thousand (4000) square feet and a frontage of not less than forty (40) feet but no dwelling shall be erected on any such residential building lot or plot of less area and width.

(d) Any residence erected on the East half of Lots 21 to 44, both inclusive, and the West one hundred ninety-seven and five tenths feet (197.5') of lots 47 to 72 inclusive, shall face on Seventh Street and such parts of lots, or any subdivisions of the same shall be deemed residential building plots and shall be subject to the restrictions herein set forth.

(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 on 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.

(g) No trailer, basement, tent, shack, garage, barn or other outbuilding 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 old structure shall be moved onto any lot in Hollandale Addition.

(i) No dwelling, the construction costs of which are less than \$3,000. shall be permitted on any lot in the Addition and the ground floor area of any one story dwelling shall not be less than six hundred seventy-two square feet and the ground floor area of a story and a half or two story dwelling shall not be less than four hundred eighty square feet.

(j) These covenants shall run with the land and shall be binding on all parties and all persons claiming under them until January 1st. 1965 at which time said Covenants shall be automatically extended for successive periods of ten years unless by a 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, it shall be lawful for any other person owning any other lot in Hollandale Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction either to prevent him or them from so doing or to recover damages or other dues for such violation.

(l) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants or restrictions, which shall remain in full force and effect.

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

<u>Miss D. B. Niday</u>	<u>203 Cottage Grove Ave</u>
<u>Anna Helen J. Kison</u>	<u>3021 Rainbow Dr.</u>
<u>Leah N. Thompson</u>	<u>172 Vaughan St.</u>
<u>Albert A. Olson</u>	<u>814 South</u>
<u>Ralph Paden</u>	<u>809 Grant</u>
<u>Floyd A. O'Leary</u>	<u>424 Allen</u>
<u>John W. Rogers</u>	<u>1206 West 7th</u>
<u>Floyd W. Wansley</u>	<u>312 West 9th</u>
<u>Roy L. Baker</u>	<u>1500 1/2 Hammond Ave.</u>

Joe U. Stephens	1308 Jefferson St
Eugene Milton Hubbard	626 West 6th St
Prince Searcy	190 West 10th St
H. E. Johnson	1709 West 8th
Wm C. Stone	RFD No 2

Reginald J. Herbert	79 Franklin St.
Thomas W. Porter	
Frank J. Christie	
J. U. Stephens	
Wm R. Swase	
H. A. Boyson	
Joe Leo	
Albert J. Wilson	
H. H. Zimmerman	

STATE OF IOWA }
 County of Black Hawk } ss.

On this 8th day of May A. D. 1941, before me
[Signature] a Notary Public in and for Black
 Hawk County, Iowa, personally appeared Thomas W. Porter
 who acknowledged said instrument to be their voluntary act and deed.



[Signature]
 NOTARY PUBLIC IN AND FOR BLACK
 HAWK COUNTY, IOWA

STATE of IOWA } ss.
 BLACK HAWK CO. }
 Filed for record this 16 day
 of May A.D. 1941, at
11:45 o'clock AM and recorded in
 book 27 of Madison page 529
Keare Roberts Recorder
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