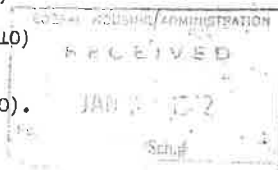


PROTECTIVE COVENANTS AGAINST LOTS IN  
THE EAST ½ OF BLOCK 10 AND THE WEST ½ OF BLOCK 9 IN NORTH  
WATERLOO PLACE, AN ADDITION TO THE CITY OF WATERLOO, BLACK HAWK COUNTY,  
IOWA.

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

Hattie S. Pfalzgraf	Lot One (1) and Lot Two (2) in Block Nine (9).
Mark M. Butterfield	Lot Five (5), Lot Eight (8), Lot Nine (9) in Block Nine (9).
Milton and Carrie Bensing.	Lot Four (4), Lot Ten (10) in Block Nine (9), and Lot Fourteen (14) and Lot Nineteen (19) in Block Ten (10).
Victor Chevalier	Lot Seven (7) in Block Nine (9)
Stephen D. Brown	Lot Eleven (11) and Lot Twelve (12) in Block Nine (9).
K. C. McLeod	Lot Fifteen (15) in Block Ten (10)
Charles Moore	Lot Seventeen (17) in Block Ten (10)
Fred. A. and Margaret Brink-	Lot Eighteen (18) in Block Ten (10).
Walter Olsen	Lot Twenty-two in Block Ten (10).



RESTRICTIVE COVENANTS

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 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 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.
- (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 covenant 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 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.
- (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 are 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 624 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.

(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 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, 1965, it shall be lawful for any other persons, owning any 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.

(k) Invalidation of any one of these covenants by judgement of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Signed:

Milton Bensing

Carrie Bensing

Charles A. Moore

Margaret E. Moore

Mark W. Butterfield

Fred Brink

Walter Olsen

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CERTIFICATE OF ACKNOWLEDGMENT—Individual

(Sec. 10103, Code)

Form 160A P-D15217

STATE OF Iowa, County of Black Hawk, ss.

On this 17th day of December, A. D. 1941, before me, HARRY MOON

a Notary Public in and for the County of Black Hawk, State of Iowa, personally appeared Milton Bensing and Carrie Bensing, Charles A. Moore, Margaret E. Moore, Mark W. Butterfield, Fred Brink, and Walter Olsen 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.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial seal the day and year last above written.

STATE OF IOWA  
BLACK HAWK CO. } SS

Filed for 3rd day  
of Dec, 1941 at  
Black Hawk recorded in  
book 30 page 601  
Recorder  
Deputy

Harry Moon  
Notary Public in and for Black Hawk County, State of Iowa.

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