

Witness
Compared
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1929

STATE OF IOWA } SS
BLACK HAWK CO. }
Filed for record this 31 day
of March, 1923 at
1:00 o'clock P. M. and recorded in
book 36 page 25
Paul O. ... Recorder
... Deputy

Handwritten:
H. A. ...
1756 ...

RESTRICTIVE COVENANTS AGAINST
LOTS IN NORTH WATERLOO PLACE,
WATERLOO, BLACK HAWK COUNTY,
IOWA

WHEREAS, Mildred Rector and John Rector,
husband and wife, Elizabeth Barron
, E. M. Rowe and wife,
, Harriett L. Kern, Tr. Bessie Regal,
et al, C. L. Wetzol and wife, Hugh
H. Kindelan and Mary Kindelan, husband and wife,
, Busby Sign Company, Mark M.
Butterfield, and Theo M. Butterfield, his wife, Alton
Baish and Bertha M. Baish, husband and wife,
, City of Waterloo, Minnie F. Bellis and
Arthur Bellis, husband and wife, Waterloo Poster
Advertising Company, W. J. Harris and wife,
, Robert J. Kieler, and wife,
, P. F. Reidy and wife,
, and John Trost and Mary Trost, husband
and wife, own the following described real estate,
situated in the City of Waterloo, Iowa, Black Hawk
County, Iowa., to-wit:

All of lots One (1), two (2), three
(3), four (4), five (5), six (6), seven (7),
eight (8), nine (9), ten (10), eleven (11),
and twelve (12), in Block Ten (10) North
Waterloo Place, Waterloo, Iowa, and
All of lots one (1) two (2), three (3)
four (4), and five (5), six (6), ~~seven (7),~~
~~eight (8),~~ nine (9), ten (10), eleven (11),
twelve (12), Block One (1) North Waterloo Place,
Waterloo, Black Hawk County, Iowa.

WHEREAS, the above named parties have an in-
terest 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, 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 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 24 feet to nor farther than 50 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 plot having less than 5000 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 5000 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 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 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.

(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 is less than \$3500 shall be permitted on any lot in the tract, and the ground floor square 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.

(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, 1964, 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, 1964, it shall be lawful for any other person 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 for such violation.

(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, the parties hereto have executed this instrument this 29 day of ~~June~~, 1943, *March* 1943

Alton Baish
Bertha M. Baish
Mark M. Butterfield
Thos M. Butterfield
W J Harris
John J. Harris
John J. Trost
Mary A. Trost
Mrs A. A. Bellis
P. T. Rudge
Mrs P. T. Rudge
B. D. Rudge
R. J. Rudge Jr.
Mrs. R. J. Rudge Jr.
Mary J. Rudge
Hugh M. Rudge
John M. Rudge
Anna J. Rudge

CERTIFICATE OF ACKNOWLEDGMENT—Individual

(Sec. 10103, Code)

Form 169A P-D50039

STATE OF *Iowa*, County of *Black Hawk* ss.

On this *30th* day of *March*, A. D. 19*43*, before me, *L. L. Holzman*

a Notary Public in and for the County of *Black Hawk* State of Iowa, personally appeared *Alton Baish - Bertha Baish - Mark M. Butterfield - Thos M. Butterfield - W J Harris - Mrs. W. J. Harris - John J. Harris - John J. Trost - Mary A. Trost - Mrs. A. A. Bellis - P. T. Rudge - Mrs. P. T. Rudge - B. D. Rudge - R. J. Rudge Jr. - Mrs. R. J. Rudge Jr. - Mary J. Rudge - Hugh M. Rudge - John M. Rudge - Anna J. Rudge* 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.

L. L. Holzman

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

