

AMENDED AND SUBSTITUTED RESTRICTIVE COVENANTS  
Against all Lots in "Russell Heights" in the  
City of Waterloo, Iowa

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owners of the lot or lots in "Russell Heights" in the City of Waterloo, Iowa, which are described opposite our respective names, do hereby covenant and agree with each other that in lieu of the restrictions embodied in the Dedication of said "Russell Heights" the following Amended and Substituted restrictions are hereby adopted so as to provide as follows:

1. All lots in the Subdivision shall be known and described as residential lots and no structure other than schools and churches shall be erected on any lot other than a residence not to exceed two and one-half stories in height, and a one or two-car garage and non-prohibited accessory buildings. Not more than one residence shall be erected on any lot and such house shall be finished and painted on the outside before it can be occupied. Each house of either one or one and one-half stories in height shall have a minimum ground floor square foot area of not less than six hundred twenty-four (624) square feet, and each house of either two or two and one-half stories in height shall have a minimum ground floor square foot area of not less than Five Hundred Seventy-six (576) feet. Each house in said Subdivision shall have a lot area of not less than 7200 square feet.

2. No building shall be erected on any residence building plot nearer than twenty-five (25) feet to, nor farther than thirty-five (35) feet from, the front lot line; nor nearer than fifteen (15) feet from the side street lot line on corner lots; nor nearer than six (6) feet from ownership lines of all other lots in said Subdivision.

3. No building on any lot shall be used for any purpose other than a residence and no outdoor toilet shall be permitted on any lot.

4. There shall be a rear yard of at least thirty (30) feet in depth and buildings accessory to the dwelling shall not exceed twelve (12) feet in height nor occupy more than thirty per cent (30%) of the required rear yard space.

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5. All lots in described tract are intended to be used solely by the Caucasian race, and no race or nationality other than those for whom the premises are intended, 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.

6. No building shall be erected on any lot unless the design and location is in harmony with existing structures and locations in the tract and does not violate any Protective Covenants. In any case no dwelling shall have a ground floor square foot area of less than 624 square feet in the case of a one-story structure nor less than 576 square feet in the case of a one and one-half or two story structure.

7. 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.

8. A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.

9. These Covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1971, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

10. 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 1971, it shall be lawful for any other person or 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 for such violation.

11. 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.

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IN WITNESS WHEREOF, the undersigned several and respective owners of the lots in said Russell Heights in Waterloo, Iowa, described immediately opposite their signatures, have hereunto set their hands at Waterloo, Iowa, this 30 day of June A. D. 1948.

Lot 9 in Block 1

Edward E Green ✓

Mariam A Green ✓

Lot 10 in Block 1

William A Zickuhr ✓

Marie L. Zickuhr ✓

Lot 11 in Block 1

Elmer O. Vesly ✓

Ruby J Vesly ✓

Lot 12 in Block 1

Robert J Edwards ✓

Bette J Edwards ✓

Lot 1 in Block 2

William C Phelps ✓

Mary D Phelps ✓

Lot 8 in Block 4

Bert H Borchers ✓

Anna M Borchers ✓

Lot 9 in Block 4

Lee E Bagley ✓

Beth J Bagley ✓

Lot 10 in Block 4

Olaf R Jensen ✓

Thora Jensen ✓

Lot 11 in Block 4

Henry C. Hansen ✓

Betty J. Hansen ✓

Lot 12 in Block 4

*Bryggman*

Bryggman & Salvig Bldg Co ✓

Cecil E. Bryggman partner ✓

Lot 20 in Block 4

*Madsen*

S. H. Madsen ✓

Mrs. Margreth Madsen ✓

Lot 2 in Block 5

*Dickson*

Ollie L. Dickson ✓

Mrs. Berne A. Dickson ✓

Lot 10 in Block 5

*Juhl*

Leroy Juhl ✓

Inez Juhl ✓

Lot 11 in Block 5

Clark E. Potts ✓

Lester A. Potts ✓

Lot 12 in Block 5

Willie L. Jepperson ✓

Seraldine M. Jepperson ✓

Lot 20 in Block 5

*Bing*

Donald G. Bing ✓

Maude L. Bing ✓

Rubell B. Smith ✓

Lot 2 in Block 6

Anna B. Smith ✓

Lot 3 in Block 6

Harry E. Moore ✓

Anna L. Moore ✓

Lot 4 in Block 6

Mr. Glenn L. Schreiner ✓

Mrs. Sarah L. Schreiner ✓

Lots 10, 11, 12, 13,  
14 and 15 in  
Block 8

BOARD OF AMERICAN MISSIONS OF THE  
UNITED PRESBYTERIAN CHURCH OF NORTH AMERICA ✓

By Donald K. Steward  
General Secretary

All the remaining lots in said Russell Heights in Waterloo, Iowa.

Russell O. Lamson ✓

Individually and as Trustee for Ann  
Russell Gerow and Donald Lamson  
Gerow ✓

Pauline S. Lamson ✓

STATE OF IOWA }  
BLACK HAWK COUNTY) 55-

On this 30th day of June, A.D. 1948, before me, Horace Van Metre, a Notary Public in and for said County and State, personally appeared Russell O. Lamson, individually and as Trustee for Ann Russell Gerow and Donald Lamson Gerow, and Pauline S. Lamson, wife of the said Russell O. Lamson, to me personally known to be the persons named in and who executed the within and foregoing Restrictive Covenants, and acknowledged that they executed the same in their said several capacities, as their voluntary act and deed.

Witness my hand and Notarial Seal at Waterloo, Iowa, the day and year first above written.

Horace Van Metre  
Notary Public in and for Black  
Hawk County, Iowa



6935

Indexed ✓  
Compared ✓  
Page ✓

STATE OF IOWA } 55  
BLACK HAWK CO. }  
Filed for record this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. 1948, at  
\_\_\_\_\_ and recorded in  
\_\_\_\_\_ Recorder  
\_\_\_\_\_ Deputy

R. Lamson