

RESTRICTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That we the undersigned, John J. Trost and Mary A. Trost, husband and wife, being the sole owners of the following described tract of land, to-wit: The South One-half of the East Ten (10) acres of the Southeast Quarter of the Southwest Quarter of Section No. Eighteen (18), excepting the North One hundred sixty-five (165) feet thereof, in Township No. Eighty-nine (89) North, Range No. Twelve (12) West of the 5th Principal Meridian, in the City of Waterloo, Black Hawk County, Iowa, as shown on Survey hereto attached and made a part hereof, do hereby mutually covenant and agree together, in consideration of the premises and covenants herein made each to the other, which promises and covenants are hereby made equally binding upon our heirs, executors, legal representatives, or assigns; that the use and sale of the real estate owned by us as hereinbefore described shall be restricted as follows:

- (A) No residence including residence with attached garage or any other building shall be erected thereon, nearer than 25 feet nor further than 32 feet from the front lot line.
- (B) No residence shall be erected on any tract with less than 672 square feet in case of a one-story structure or less than 528 square feet for a one and one-half or two-story residence, all residences shall be made completely modern and have roofs of either composition or wood shingles, and no tar paper exteriors shall be allowed.
- (C) No trailer, basement, tent, shack, garage, barn or other out buildings erected on said tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
- (D) No lot shall be sub-divided other than designated in the Plat herewith attached.
- (E) These lots shall be owned, used and occupied solely by members of the Caucasian race, and no race other than the Caucasian race, shall use or occupy any building of any lot except that this covenant shall not prevent occupancy by domestic servants not of the Caucasian race employed by the owner or tenant.
- (F) No outside toilet or toilets shall be erected, maintained or used on these lots.
- (G) These covenants shall run with the land and shall be binding upon the parties and their heirs and assigns and all persons claiming by, through, or under them, including purchasers at tax sale, until June 8, 1974, 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 the covenants in whole or in part. In the event of a vote on a change of the covenants hereof, the owners of each lot shall be entitled to only one vote regardless of the number of owners. If the parties hereto, or any of them or their heirs, or assigns or anyone claiming by, through, or under them, including purchasers at tax sales, shall violate or attempt to violate any of the covenants or restrictions herein contained before June 8, 1974, or thereafter, if said covenants have been automatically extended as hereinbefore included in any of the legal descriptions contained herein, the owner or owners of any other lots may bring an action in equity to enjoin such violation.
- (H) Invalidation of any of these covenants or a part thereof by judgment or decree of court shall in no wise effect any of the other provisions hereof shall shall remain in full force and effect.
- (I) It is expressly understood and agreed that vendors herein are the present owners of the land legally described.
- (J) All lots in the subdivision shall be known and described as residential lots and no structures other than a one-family or two-family dwelling, and a one or two-car garage shall be erected on any lot. Not more than one residence shall be erected on any lot.
- (K) All structures to be erected shall meet the building, plumbing, and electrical specifications as set forth in the Building Code and Ordinances of the City of Waterloo.
- (L) Each lot shall have side yards of at least 5 feet in width.
- (M) Each lot shall have a rear yard of not less than 25% of the depth of the lot, but such rear yard need not exceed 30 feet in depth. An accessory building (garage) may occupy not more than 40% of the required rear yard.

Signed this 8 day of June A.D. 1949, at Waterloo, Iowa

John J. Trost
John J. Trost

Mary A. Trost
Mary A. Trost

Witness my hand and seal of the County of Black Hawk, State of Iowa, this 8 day of June, 1949.

CLERK OF COUNTY OF BLACK HAWK, IOWA



BOOK 39 PAGE 207