

Miscellaneous Record No. 5, Black Hawk County, Iowa

#10179 Fee \$1.20

*In Release of Ransomman's Rights Dec/Book 28
Release of Assm's Page 460*

RESTRICTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned owners and the husbands and wives of owners of certain real estate hereinafter described and set opposite our names and located within the city of Waterloo, in Black Hawk County, Iowa, do hereby mutually covenant and agree together, in consideration of the promises 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 hereinafter described shall be restricted as follows:

That no part of said real estate shall be sold, conveyed, rented to or occupied by any negro or Indian, or person of the African, Chinese, Japanese, race, nationality or descent, either directly or indirectly.

This contract and agreement is made for the use and benefit of any and all persons who now own, or who may hereafter acquire any real estate within the aforesaid territory or any interest therein and may be enforced by any appropriate legal or equitable proceedings, and any breach thereof shall give rise to a cause of action for damages in favor of any and every person owning property, or having an interest in property in said restricted district and to the full extent of the loss or injury which he may sustain by reason of such breach.

Any sale of real estate within said restricted district, affected by this contract which may be in violation of its terms, by any subsequent owner or party interested in said real estate shall cause the real estate so sold to revert to the present owner and signer hereof, his heirs, legal representatives or assigns, providing suit be instituted for that purpose within one year after such forbidden sale, conveyance, transfer or lease comes to the actual notice of such other property owners. But every sale shall be presumed to be in compliance herewith until the contrary is shown.

Any such use or occupancy by tenant within the above restricted list shall have the effect to terminate his lease and any such use or occupancy by person holding any portion of said real estate under contract of sale, shall work a forfeiture of his contract with such person coming within the restricted list above set forth.

And it is hereby further mutually agreed by and among all parties hereto, that the use of any portion of said premises in violation of this contract or the occupancy of any portion thereof by a person or parties belonging to any of the excluded list aforesaid shall constitute a nuisance, and such acts are by this contract declared to be a nuisance, and which may be abated at the suit of any party hereto, or other subsequent owners of any portion of said premises, in appropriate or equitable proceedings and any person occupying any portion of said real estate, under lease or contract, in violation of the provisions hereof may be removed therefrom upon three day's notice in writing, at the suit of any owner of real estate, located within the territory covered by this contract, provided however, that a breach of any of the foregoing conditions shall not defeat the lien of any mortgage or trust deed made in good faith and for value, covering any part of said premises. But said conditions shall be binding upon the owner thereof, whose title shall have been acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such sale, and, provided also that the restrictions herein contained shall, in all respects terminate and be of no further effect after January first, 1948.

*Release of Ransomman's Rights
See Book 29
Releases and Assm's Page 1*

