

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
AFFECTING THE LOTS IN "WESTLAWN ADDITION," IN THE CITY
OF WATERLOO, IOWA.

MID-WEST HOMES INC., an Iowa Corporation having its principal place of business in Waterloo, Black Hawk County, Iowa, having executed the plat to be hereafter known as "Westlawn Addition," in the City of Waterloo, Iowa, and having dedicated to the public streets and alleys as shown on said plat, desires to place restrictions and protective covenants on the use and occupancy of the lots included in said plat for the use and benefit of the present owners, and for the future grantees thereof.

NOW, THEREFORE, in consideration of the premises, MID-WEST HOMES INC. for itself, its successors and assigns and for their grantees, hereby agrees and covenants that all of the lots in said "Westlawn Addition," in the City of Waterloo, Iowa, shall be and are hereby restricted as to their use and occupancy in the manner hereinafter set forth so far as the same shall apply to each particular lot.

NOW, THEREFORE, all persons and corporations who now own, or shall hereafter acquire any right, title or interest in any of the lots shall be taken and held to agree and covenant with the owners of the lots shown on said plat and with their or its successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and the construction of residences and improvements thereon for a period of twenty-five years from the date of filing of said plat, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

NOW, THEREFORE, the lots of "Westlawn Addition," in the City of Waterloo, Iowa, shall have further restrictions 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 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 twenty-five feet to, nor farther than thirty feet from the lot line, nor nearer than five feet to any side lot lines. The side line restrictions shall not be applied to a garage located on the rear one-fourth of the lot, except that on lots 1 and 4 in Blocks 1 and 2 respectively, no building shall be located nearer than 20 feet to the side street line.

C. No residential structure shall be erected or placed on any building plot which plot has an area of less than 6500 square feet or a width of less than 50 feet at the front building set-back line. No lot shall be subdivided into building plots which plot has an area of less than 6500 square feet or a width of less than 50 feet at the front building set-back line.

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 domiciled with 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 temporary 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 \$5500.00 shall be permitted on Lots 1, 2, 3, and 4, Block 1; and Lots 1, 2, 3, and 4, Block 2, "Westlawn Addition" in the City of Waterloo, Iowa, and the ground floor square foot area thereof shall not be less than 832 square feet in the case of a one story structure nor less than 624 square feet in the case of a one and one-half or two story structure, and no building, the construction costs of which are less than \$4500 shall be permitted on any remaining lots in Block #1 and Block #2 and the ground floor square foot area thereof shall not be less than 720 square feet in the case of a one story

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structure nor less than 528 square feet in the case of a one and one-half or two story structure, and no building the construction costs of which are less than \$4000 shall be permitted on any lots in Block #3 and #4 in "Westlawn Addition" and in the City of Waterloo, Iowa, and the ground floor square foot area thereof shall not be less than 672 square feet in the case of a one-story structure nor less than 480 square feet in the case of a one and one-half or two story structure.

I. An easement is hereby specifically reserved as to each lot of the right of use along the rear property line and along the side lines of such lot for permanent overhead or underground electric and communication feeder or service facilities, with poles and other appurtenances necessary thereto, together with the right of proprietors of such electric or communication facilities to trim trees to maintain a two-foot clearance for wires along permanent overhead routes, and an easement is also specifically reserved as to each lot five feet in width along the rear and the side property line of such lot for the purpose of the construction and maintenance of sewer or water service or both. The proprietors of such electric, communication, sewer and water services shall have the right of reasonable access to the same over the easements hereby reserved for the purpose of the proper construction and maintenance of such services, and it is specifically provided notwithstanding the time limits hereinbefore set forth in this Declaration, that any such service permanently located along such easements for a period of twenty-five years, shall have the right of perpetual easement therefor.

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, it shall be lawful for any other 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 covenants or restrictions, and either to prevent him or them from 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 or effect.