

BLACKHAWK COUNTY

BOOK 21 PAGE 403

RESTRICTIVE COVENANTS AGAINST
LOTS IN RICKER & BRATNOBER LAND
COMPANY ADDITION TO THE CITY OF
WATERLOO, BLACK HAWK CO., IOWA.

WHEREAS, Warner E. Zoran & Clarice E. Zoran,
husband and wife, own the following described real estate
situated in Waterloo, Iowa:

Lots one (1), two (2), three (3)
and four (4) in Block Three (3)
Ricker & Bratnober Land Company
addition to the city of Waterloo,
Iowa.

WHEREAS, Sarah E. Fairbanks (widow) owns the
following described real estate, situated in Waterloo, Iowa:

Lots eight (8) and nine (9)
Block three (3) Ricker &
Bratnober Land Company addition
to the city of Waterloo, 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 30 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 build-
ing plots having less than 4,000 square feet of area or a width of
less than 40 feet each, nor shall any building be erected on any
residential building plot having an area of less than 4,000 square
feet or a frontage of less than 40 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.

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(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 \$5,000 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) Invalidity 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 30 day of August 1939.

W. E. Zeran

Clarice Zeran

Sarah E. Fairbanks

STATE OF IOWA, Black Hawk----- County, ss

On this 30 day of August, A. D. 1939, before

me personally appeared W. E. Zeran, Clarice Zeran and

Sarah E. Fairbanks

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

P. R. Wysocki

Notary Public in and for said County

Mail to P. R. Wysocki

Fee \$1.00

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in Book 21 of

4:00 o'clock P. M.

of Sept.

Filed for record in

BLACK HAWK CO.

STATE OF IOWA,

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