


MONTLAND VALLEY ADDITION IN WATERLOO, IOWA.

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RESTRICTIVE COVENANTS
AGAINST LOTS IN HIGHLAND VALLEY ADDITION IN WATERLOO, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That John Rooff and Gladys Rooff, his wife, of Waterloo, Black Hawk County, Iowa, the said John Rooff being the owner of the following described real estate:

The West One-half ($\frac{W}{2}$) of Lot No. Seven (7), excepting the South One Hundred and Twenty (120) feet in even width thereof, and also excepting the North One Hundred Four (104) feet in even width thereof, in the Plat of the South end of the West Half of the Southwest Quarter ($SW\frac{1}{4}$) of Section No. Nineteen (19), in Township Eighty-nine (89) North of Range No. Twelve (12), West by Augustine Beauchain & Marilla Beauchain, his wife, Black Hawk County, Iowa, as recorded in the office of the Recorder of Black Hawk County, Iowa, in Land Deed Record "D" at page 127 (and indexed in the office of said Recorder as: Beauchaine's Sub-division),

situated in Waterloo, Black Hawk County, Iowa, and having executed the plat known as HIGHLAND VALLEY ADDITION IN WATERLOO, IOWA, and having dedicated to the people the streets and alleys as shown on said plat, desire 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 future grantees thereof.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, the said John Rooff for himself and grantees, administrators, executors, successors and assigns, hereby covenants that all of the lots in said addition 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 hereinafter acquire any right, title or interest in said lots and with their or its successors and assigns, shall be taken and held to agree and covenant with the owners of the lots shown on said plat to conform to and observe the following covenants, restrictions and stipulations as to the use and occupancy thereof and the constructions of residences and improvements thereon for a period of 25 years from the date of the filing of the said plat.

NOW, THEREFORE, the restrictions hereinbefore referred to shall be as follows, to-wit:

1. All lots in the tract shall be known and described as residential lots and no structure shall be erected on any lot other than residences not to exceed two stories in height, a one or two car garage and non-prohibited accessory

and assigns, shall be taken and held to agree and covenant with the owners of the lots shown on said plat to conform to and observe the following covenants, restrictions and stipulations as to the use and occupancy thereof and the constructions of residences and improvements thereon for a period of 25 years from the date of the filing of the said plat.

NOW, THEREFORE, the restrictions hereinbefore referred to shall be as follows, to-wit:

1. All lots in the tract shall be known and described as residential lots and no structure shall be erected on any lot other than residences not to exceed two stories in height, 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 shall have a minimum ground floor square foot area of not less than 672 square feet in 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.

2. All residences and accessory buildings shall be constructed at least 25 feet from the front lot line, at least 10 feet from the side street lot line on corner lots and at least 5 feet from ownership lines.

3. There shall be reserved for use of public utilities an easement of four feet at the rear of each lot for the construction, maintenance and development of utility improvements.

4. No building on any lot shall be used for any purpose other than a residence. No out-door toilet shall be permitted on any lot. No one shall be permitted to live in trailers, garages, basements or other buildings other than the residence on said lot, except one period of six months during the time the residence is being constructed.

5. No structure shall be moved on any lot unless it shall conform to and be in harmony with the existing structures on the tract.

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

7. No person other than a member of the Caucasian race shall own, rent, lease or occupy any of the property covered by this plat.

8. 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, 1965, it shall be lawful for any other persons owning any other lots in said development or subdivision to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such