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AGAINST LOTS IN MILLER'S REPLAT OF LOT TWENTY-SIX (26) OF AUDITOR FRANCIS' REITZEL PLAT IN THE CITY OF WATERLOO, IOWA:

KNOW ALL MEN BY THESE PRESENTS:

That John G. Miller and Emma L. Miller, husband and wife, of Waterloo, Black Hawk County, Iowa, the said John G. Miller being the owner of the following described real estate:

Lot Twenty-six (26) of Auditor Francis' Reitzel Plat in Waterloo, Iowa, except the North Thirty (30) feet thereof and also the North Sixteen and one-half (16 1/2) feet of Lot Twenty-nine of Auditor Francis' Reitzel Plat and the Sixteen and One-half (16 1/2) feet of Martha Street (now vacated) all in Waterloo, Iowa and located in the Northwest Quarter of Section Thirty-five (35) Township Eighty-nine (89) North, Range Thirteen (13) West of the Fifth (5th) Principal Meridian in Black Hawk County, Iowa, and having executed the plat known as "Miller's Replat of Lot Twenty-Six (26) of Auditor Francis' Reitzel Plat," and having dedicated to the people the streets and alleys as shown on said plat, desire to place restrictive and protective covenants on the use and occupancy of 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 G. Miller, for himself and grantees, administrators, executors, successors and assigns, does hereby covenant 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 any particular lot.

NOW THEREFORE, all persons and incorporations 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 be held to agree and covenant with the owner of said property shown on said plat to conform to and observe the following covenants, restrictions and stipulations as to the use and occupancy thereof and the construction of buildings and improvements for a period of twenty-five (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. Lots Three (3), Four (4), Five (5) and Six (6), as shown on said plat, shall be used for apartment buildings and multiple family dwelling units.
2. Lots One (1) and Two (2) may be used for retail commercial purposes, but the

commercial buildings erected thereon shall be of an architectural character in keeping with the apartments.

3. Lot Seven (7) shall be used for the erection of residences or multiple dwelling units but no erection of any building shall be commenced thereon until such lot has been sub-divided, which replat or sub-dividing shall be first approved by the Waterloo City Plan Commission and the City Council of the City of Waterloo, Iowa.

4. No building in said addition shall be erected which is over forty (40) feet in height and no building shall be erected of more than three (3) stories in height.

5. There shall be at least five hundred (500) square feet of lot area per family or housekeeping unit in any apartment.

6. There shall be garage space in the apartment or in an accessory building sufficient to accommodate one motor vehicle for each dwelling unit.

7. That area to be occupied by commercial buildings shall provide adequate offstreet space, either within the building, or on the lot occupied by a commercial building, for the loading or unloading of goods and materials with access to an alley, drive, or street in such manner as not to obstruct traffic movement upon the public street.

8. No residences, dwelling, apartment or commercial building in said addition shall be owned by, leased to, rented by or occupied by any person other than members of the Caucasian Race. This restriction, however, shall not prohibit employment of domestics, or servants of a race other than that of the Caucasian Race.

9. 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 June 1, 1971, it shall be lawful for any person or persons of any other lots in said development or addition to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant or restriction and either prevent him or them from so doing or recover damages or other dues for such violation.

10. 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 and effect.

the person or persons violating or attempting to violate any such covenant or restriction and either prevent him or them from so doing or recover damages or other dues for such violation.

19. 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 and effect.

Dated at Waterloo, Iowa, this 22nd day of May, 1946.

John G. Miller

Emma L. Miller

STATE OF IOWA }
COUNTY OF BLACK HAWK } ss.

On this 22nd day of May, A. D. 1946, before me, Craig H. Mosier, a Notary Public in and for the County of Black Hawk, State of Iowa, personally appeared John G. Miller and Emma L. Miller, 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.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

Craig H. Mosier

Notary Public in and for Black Hawk County, Iowa.