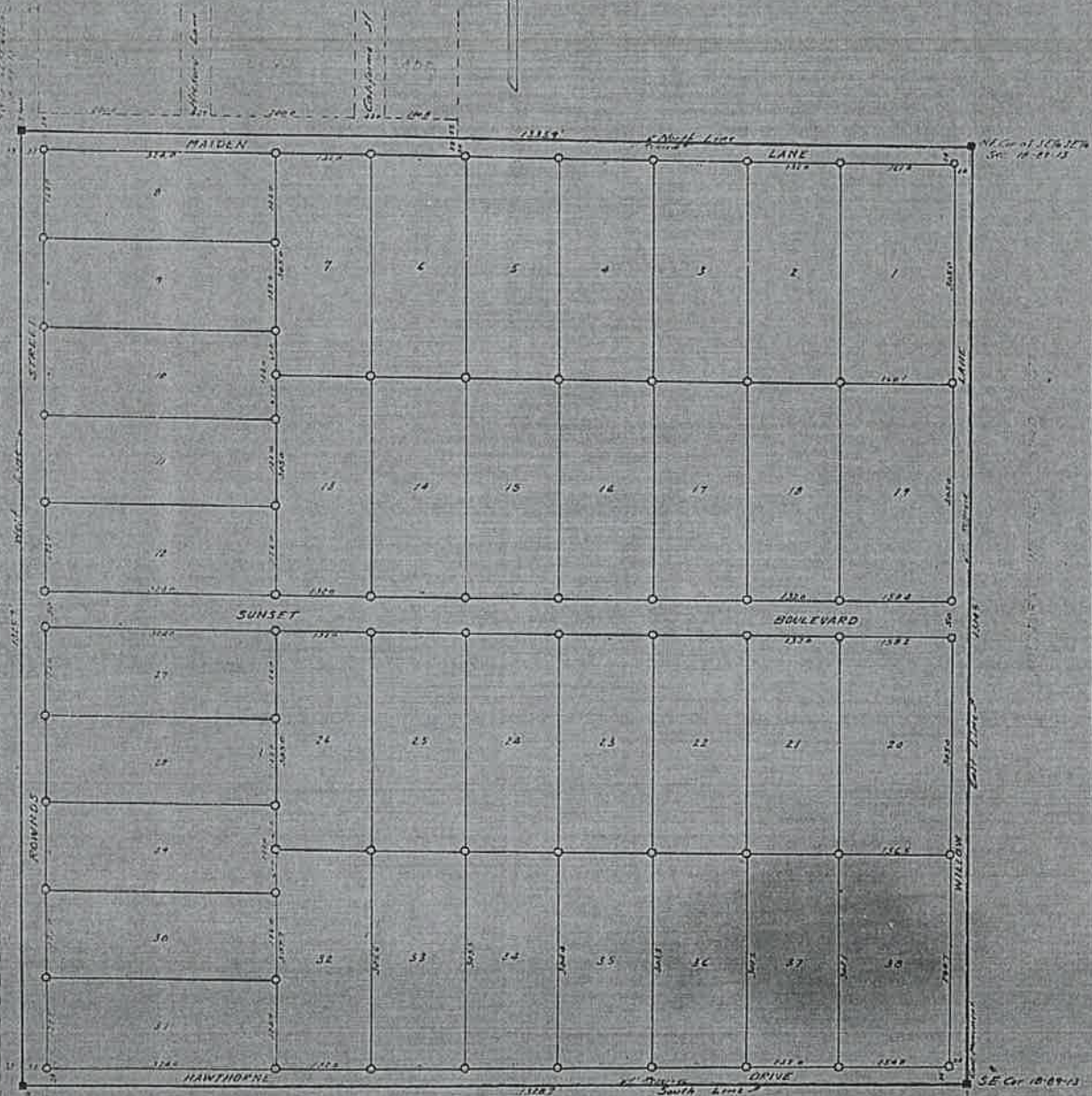


**FARIS ACRES**  
**IN THE CITY OF CEDAR FALLS, IOWA**  
**BLACK HAWK COUNTY, IOWA**

Being a Subdivision of the southeast quarter of the south east quarter SE 1/4 SE 1/4  
 Section Eighteen (18), Township Eighty-nine (89) north, Range Thirteen (13) west of the 5th PM  
 Prepared in the City Engineer's Office Cedar Falls, Iowa  
 April 23, 1945 Scale 1" = 100 ft



7/11/50 In District of Cedar Falls, Iowa Black Hawk County

- Indicates from page found
- Indicates from page not found
- Indicates from a previous plat

HFB

SURVEYOR'S CERTIFICATE

State of Iowa :  
: ss.  
County of Black Hawk:

I, Henry F. Beisner, a duly licensed civil engineer in the State of Iowa, hereby certify that I have made a survey of what is to be known as Paris Acres in the City of Cedar Falls, in Black Hawk County, Iowa, which is located on and embraces the following described premises, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Eighteen (18), Township Eighty-nine (89) North, Range Thirteen (13), West of the Fifth (5th) Principal Meridian.

I further certify that the accompanying plat is a true representation of such survey and is made in accordance with my field notes thereof; that the figures on said plat representing distances are in feet and decimals of feet; that the lot corners are all marked with iron stakes; that the location of the streets and lots and their respective widths, numbers, and dimensions are as shown on the accompanying plat, and that said survey and plat contain and show any and all surpluses and any and all deficiencies from former surveys of record.

WITNESS MY HAND AND SEAL at Cedar Falls, Iowa, this 18th day of July, A. D. 1945.

*Henry F. Beisner*  
Henry F. Beisner, Civil Engineer



OWNER'S STATEMENT

Know All Men By These Presents:

That the undersigned Curtis ■ Faris and Helen Wilson Faris, husband and wife, be desirous of making and laying out an addition in the City of Cedar Falls, Iowa, do hereby and by these presents, dedicate and set apart the premises described in the attached certificate of Henry F. Beisner, Civil Engineer, and as set out on the attached plat to be hereinafter known as Faris Acres in the City of Cedar Falls, in Black Hawk County, Iowa, with the free consent and in accordance with the desires of the undersigned owner and proprietor, and we do by these presents, dedicate and set apart to the public and for public use, all streets, avenues and roads laid out and shown on the attached plat.

The South one foot in width of Mainway Drive, the East one foot in width of Willow Lane, and the North one foot in width of Linden Lane, from the Northeast corner of Section Eighteen (18), Township Eighty-nine (89) North, Range Thirteen (13), west of the Fifth (5th) Principal Meridian to the Southeast corner of Bungalow Land addition to Cedar Heights, Black Hawk County, Iowa, all as shown on the accompanying plat, are reserved by the owner from use as streets or highways until such time as the owner or owners of property abutting thereon on the South, East and North, respectively, along the entire length of each street, as described above, shall grant or dedicate to the public for street purposes, a strip of land not less than twenty-five feet in width abutting each of said streets, respectively, along the entire length thereof, as shown in the said plat, so that each such street may be immediately open to the public a full fifty feet in width.

Upon the granting of such twenty-five foot strips of abutting ground, as aforesaid, the particular one foot reservation effected shall automatically cease and be of no further effect, and such one foot strips shall thereupon be a part of said streets the same as if fully dedicated without reservation at this time.

Be it also known, that, whereas the undersigned Curtis ■ Faris is the owner in fee simple of the land included in said addition, and the undersigned Helen Wilson Faris owns a conveyance interest in the said addition owned by her husband, therefore, we, the undersigned, do hereby covenant and agree with each other, for ourselves and our respective heirs, executors, administrators and assigns, that each and all of the lots in said addition shall be, and the same hereby are, made subject to the following

restrictions upon their use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance first we, or any of us, or our respective successors in interest, may hereafter make for any of said Lots, and that such restrictions shall run with the land, and with each individual lot thereof, for the length of time and in the particulars hereinafter stated, to-wit:

1. No lot in said Addition shall be used for any other than residential purposes, and no building shall be erected on any of said lots other than one one-family or two-family dwelling house, not to exceed two stories in height, and a private garage.

2. No building shall be erected on any of said lots within seventy-five (75) feet of the front lot line. The placing of all buildings upon any of said lots in relation to Lot lines shall conform to the regulations contained in the City Ordinances of the City of Cedar Falls, Iowa.

3. No person who is not a member of the Caucasian race shall occupy or use any lot in said Addition, or use or occupy any building upon any such lot, excepting, only, that this restriction shall not prevent occupancy by domestic servants who do not belong to the Caucasian race and who are domiciled with a lot owner or tenant belonging to the Caucasian race.

4. No trailer, basement, tent, shack, garage, barn, or other outbuilding, on any lot in said Addition shall at any time be used as a residence, either permanently or temporarily, nor shall any residence structure of a temporary character be permitted within said Addition.

5. No building structures shall be moved onto any lot in said Addition unless such building shall conform to, and be in harmony with, existing buildings in said Addition.

6. No dwelling house having a construction cost of less than \$2000.00 shall be erected or placed on any lot in said Addition.

7. For the mutual benefit of ourselves, our successors in interest in the ownership of any and all of the lots in said Addition, and of such public and private corporations and agencies as may have occasion to serve, service or supply any of said lots with water, sewer, gas, electricity, or communication service, we hereby expressly and specifically reserve and establish the following permanent easements

in relation to each lot in said Addition: (1) Any Company or Agency supplying electricity or communication service in said Addition shall have the right to construct, maintain and operate permanent overhead or underground electricity or communication feeder or service facilities, with poles and other appurtenances necessary thereto, along the rear and the side lines of all lots, and the right to trim trees to maintain a two-foot clearance for wires along permanent overhead routes; and (2) the City of Cedar Falls and any public utilities company having a franchise for the distribution and sale of gas in said City, shall have the right to construct and maintain sewer, water and gas service lines in, across and along a strip of land five (5) feet in width along the rear property line of each lot. The proprietors, agents and workmen of all such service corporations or agencies shall have the right of reasonable access to their said services and proposed installations for the purpose of the proper construction and maintenance of their lines and equipment.

8. All of the provisions hereof shall be enforceable by appropriate legal proceedings by any present or future owner of the legal or equitable title to any lot in said Addition. Invalidation of any one or more of the within restrictions by judgment or decree of court, shall not be regarded as affecting the validity of any of the other provisions hereof; nor shall any judicial determination with respect to any of the restrictive provisions hereof be regarded as affecting the validity or sufficiency of this instrument as a deed of dedication of said plat.

9. Each of the undersigned and all persons and corporations hereafter acquiring any right, title or interest in any of the lots in said Addition shall be taken and held to have agreed and covenanted with the owners of all other lots in the Addition, and with the respective successors and assigns of the owners of all such other lots, to conform to and observe all of the foregoing covenants, restrictions and stipulations as to the use, enjoyment and occupancy of the lots in the Addition, and as to the construction of buildings thereon, for a period of twenty-five (25) years from the date of the filing of said plat and this deed of dedication for record, and at the end of such twenty-five (25) year period the said covenants shall be automatically extended for successive periods of ten years each, unless by vote of the majority of the owners of lots in said Addition at the end of any such period, it is agreed to change said covenants in whole or in part; provided, however, that the easements, rights and privileges provided in paragraph 7 hereof, shall not be subject to change at any time, but shall be permanent.

Witness our hands at Cedar Falls, Iowa, this 11<sup>th</sup> day of September, 1925.

*Emilie Staud*

*Helen Wilson Farnes*

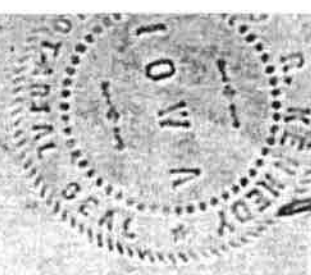
STATE OF IOWA :  
COUNTY OF BLACK HAWK : SS.

On this 11<sup>th</sup> day of September, 1925, personally appeared before me CRAIG R. KENNEDY, a Notary Public in and for Black Hawk County, Iowa, the said Emilie Staud and Helen Wilson Farnes, husband and wife, to me known to be the persons named in and who executed the above and foregoing dedication and conveyance statement, and acknowledge that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and seal this 11<sup>th</sup> day of

September, 1925.

*Craig R. Kennedy*  
Notary Public in and for said county.




CLERK'S CERTIFICATE

STATE OF IOWA : COUNTY OF BLACK HAWK : SS.

I, I. W. Blough, Clerk of the District Court of Iowa in and for Black Hawk County, do hereby certify that the land embraced in the attached plat to be known as Paris Acres in the City of Cedar Falls, in Black Hawk County, Iowa is free from all attachments, judgments, mechanic's or other liens, as shown by the records in my office.

Witness my hand and official seal hereto attached this 17<sup>th</sup> day of Sept, 1945.

  
I. W. Blough  
I. W. Blough  
Clerk of the District Court in and for  
Black Hawk County, Iowa

TREASURER'S CERTIFICATE

STATE OF IOWA : COUNTY OF BLACK HAWK : SS.

I, Anna M. Decker, County Treasurer of Black Hawk County, Iowa do hereby certify that the records of my office show that the land embraced in the attached plat to be known as Paris Acres in the City of Cedar Falls, in Black Hawk County, Iowa is free from taxes and tax liens as shown by the records of my office.

Witness my hand this 12<sup>th</sup> day of September, 1945.

Anna M. Decker  
County Treasurer of  
Black Hawk County, Iowa.

CITY'S ACCEPTANCE

To The Recorder of Black Hawk County, Iowa:

This is to certify that the following is a true and correct copy of a resolution passed and adopted by the City Council of the City of Cedar Falls, Iowa at a regular meeting of said council held on the 27 day of aug, 1945.

\*RESOLUTION NO. 839

RESOLUTION ACCEPTING AND APPROVING THE PLAT OF Paris Acres in the City of Cedar Falls, Black Hawk County, Iowa

Be it resolved by the council of the City of Cedar Falls, Iowa that the plat heretofore filed to be known as Paris Acres in the City of Cedar Falls, in Black Hawk County, Iowa be and the same is hereby accepted and approved and the Mayor and the City Clerk may and hereby are authorized and directed to certify a copy of this resolution to the County Recorder of Black Hawk County, Iowa.

Passed and adopted this 27 day of August, 1945.

R. F. Mervet  
Mayor

Attest H. B. Thepot  
City Clerk

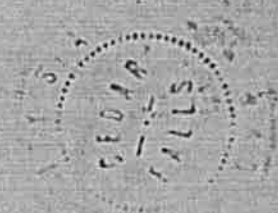
Witness our hands and seal this 27 day of August, 1945.

R. F. Mervet  
Mayor

H. B. Thepot  
City Clerk







RECORDER'S CERTIFICATE

STATE OF IOWA : COUNTY OF BLACK HAWK : SS.

I, Pearl Roberts, County Recorder of Black Hawk County, Iowa, do hereby certify that the land embraced in the attached plat to be known as Paris Acres in the City of Cedar Falls, in Black Hawk County, Iowa is in fee to the name of Curtis Paris, free and clear of all liens and encumbrances as shown by the records in my office.

Witness my hand this 12 day of September, 1945.

Pearl Roberts  
County Recorder of  
Black Hawk County, Iowa.

By Rose Hanson  
Deputy.

#8329

Entered for taxation and filed for  
record Sept. 12th, 1945 at 3:30 P. M.  
Pearl Roberts, Recorder.