

SURVEYOR'S CERTIFICATE.

State of Iowa, Black Hawk County, ss.

I, Henry F. Beisner, do hereby certify that I am Assistant City Engineer of the City of Cedar Falls, Iowa, and a duly licensed and practicing civil engineer of said state; that under the direction of Walter J. Kuehn and Hazel B. Kuehn, I made a careful survey of what is to be hereafter known and designated and described as KUEHN'S ADDITION TO CEDAR FALLS, IOWA, in the City of Cedar Falls, Black Hawk County, Iowa, namely:

A parcel of land situated in the Southwest quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section No. Eighteen (18), Township No. Eighty-nine (89) North, Range No. Thirteen (13), West of the 5th Principal Meridian and which is more particularly described as follows: Beginning at the Northeast corner of said Southwest quarter of the Southeast quarter; thence South along the East line a distance of 375.0 feet; thence West and parallel to the North line a distance of 1079.0 feet to a point which is 254.4 feet East of the West line of said Southwest quarter of the Southeast quarter; thence Southwesterly a distance of 258.5 feet to a point which is 424.27 feet South of the Northwest corner of said Southwest quarter of the Southeast quarter; thence North a distance of 424.27 feet to the Northwest corner; thence East along the North line a distance of 1335.4 feet to the Northeast corner, the point of beginning;

I further certify that the attached plat is a true representation thereof in accordance with my field notes of said survey, has been prepared in accordance with the laws of the State of Iowa relating thereto and the figures in said plat representing distances are in feet and decimals of feet, that the location of streets and roads and their respective names, widths, numbers, courses 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.

IN WITNESS WHEREOF I have hereunto set my hand and seal as Civil Engineer at Cedar Falls, Iowa, this 9th day of February, 1946.

Henry F. Beisner

SEAL

KUEHN'S ADDITION TO CEDAR FALLS, IOWA.

OWNERS' STATEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Walter J. Kuehn and Hazel M. Kuehn, husband and wife, and as joint tenants, of Black Hawk County, Iowa, do hereby state and declare that the platting of the following described premises, to-wit:

A parcel of land situated in the Southwest quarter of the Southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section No. Eighteen (18), Township No. Eighty-nine (89) North, Range No. Thirteen (13) West of the 5th Principal Meridian, and which is more particularly described as follows: Beginning at the Northeast corner of said Southwest quarter of the Southeast quarter; thence South along the East line a distance of 375.0 feet; thence West and parallel to the North line a distance of 1079.0 feet to a point which is 254.4 feet East of the East line of said Southwest quarter of the Southeast quarter; thence Southwesterly a distance of 258.5 feet to a point which is 424.27 feet South of the Northwest corner of said Southwest quarter of the Southeast quarter; thence North a distance of 424.27 feet to the Northwest corner; thence East along the North line a distance of 1335.4 feet to the Northeast corner, the point of beginning; and all being in the City of Cedar Falls, Iowa;

as appears on the accompanying plat of KUEHN'S ADDITION TO CEDAR FALLS, IOWA, is with our free consent and in accordance with our desire as the owners and proprietors thereof and we do by these presents dedicate and set apart to the public and for public use all streets shown and laid out in said plat.

The plat shall be known as KUEHN'S ADDITION TO CEDAR FALLS, IOWA, and the figures on said plat representing distances are in feet and decimals of feet and the location of streets and their respective names, widths, numbers, courses, and dimensions, are all as shown on the accompanying plat.

Said premises are platted subject to the following additional covenants, restrictions and stipulations, which shall run with the land and with each individual lot thereof for the length of time and in the particulars herein set forth, to-wit:

1- No lot in said addition shall be used for any other than residence purposes and no building shall be erected on any of the lots in said addition other than a one 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 fronting on Maiden Lane and Pin Oak Street in said addition within fifty feet of the front line of said streets, and on Rownd Street and Ashland Street within seventy-five feet of the front lot lines, nor shall any building be erected on any of the lots in said addition within twenty feet of the adjoining side lot line. If building has a porch, measurements shall be made from porch line.

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, provided, however, that this restriction shall not prevent occupancy by bona fide servants of any race 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 \$5,000.00 shall be erected or placed on any lot in said addition.

7- The City of Cedar Falls, Iowa, or any company or other 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 in said addition and the right to trim trees, to maintain a two foot clearance for wires along permanent overhead routes and said City of Cedar Falls, Iowa, its successors or assigns shall have the right to construct and maintain sewer, water and gas service lines in, across and along a strip of land five feet in width along the rear property line of each lot or as may be otherwise mutually agreed between the respective owner and said franchise holder. The proprietors, agents and workmen of all such corporations or agencies shall have the right of reasonable access to their said services and proposed installations for the purpose of proper construction and maintenance of their lines and equipment.

8- No swine, poultry, goats or cattle shall at any time be kept in said addition.

9- All 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 or 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.

10- 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, improvement and occupancy of the lots in the addition, and as to the construction of buildings thereon, for a period of twenty-five 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 years 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 seven hereof shall not be subject to change at any time, but shall be permanent.

Dated at Cedar Falls, Iowa, this 9th day of April, 1948.

Walter E. Kuehn
Maigle M. Kuehn

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Compared
Paged

*copy made
for review
sent*

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STATE OF IOWA }
BLACK HAWK CO. } SS

Filed for record this 13th day of
October A.D. 1946. at
Des Moines, Iowa and recorded in
Book 115 of Book 115
Page 16
Paul C. [Signature] Recorder
[Signature] Deputy

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