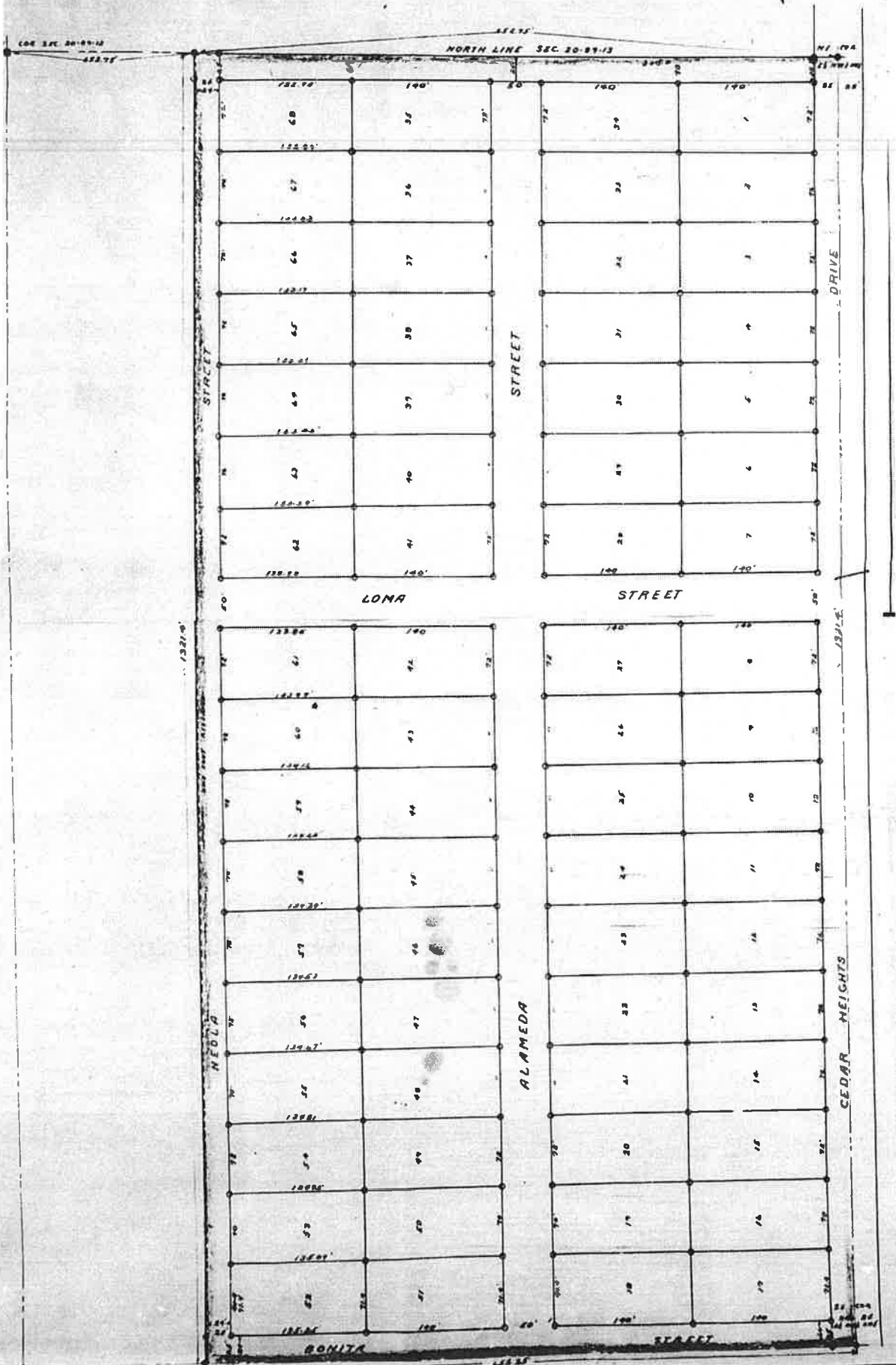


# PLEASANT OAKS ADDITION

## CEDAR FALLS IN BLACK HAWK CO.

Ralph B. Slippy Eng Con 1946  
 2nd SPN's 50'  
 2nd SPN's Found

Waterloo Iowa  
 Scale 1" = 50'



Certificate of Survey.

I, Ralph B. Slippy, President of the Ralph B. Slippy Engineering Corporation, being a Professional Engineer and Land Surveyor hereby certify that we have made a survey of the following described real estate:-----

Commencing at a point on the North line of Section No. Twenty (20) Township Eighty nine (89) North, Range Thirteen (13) West of the Fifth Principal Meridian, in Black Hawk County, Iowa, 652.75 feet East of the Northwest corner of said Section Twenty (20); thence East 652.75 feet to the Northeast corner of the Northwest quarter of the Northwest quarter; thence South 1321.4 feet along the East line of the Northwest quarter of the Northwest quarter to the Southeast corner of the Northwest quarter of the Northwest quarter; thence West 655.25 feet to the Southwest corner of the East one-half of the Northwest quarter of the Northwest quarter; thence North 1321.4 feet to the place of beginning.

Said real estate to be hereafter known and called:

"PLEASANT OAKS ADDITION" TO CEDAR FALLS, IOWA

I further certify that the accompanying plat is a true representation of said premises, and in accordance with the field notes of said survey. The location of the lots and streets with their respective sizes and widths are as shown on the accompanying plat, said measurements being given in feet and decimal fractions thereof, and includes all excess or deficiency from former surveys or records.

Dated at Waterloo, Iowa, this 25th, day of April 1946.

*Ralph B. Slippy*  
Professional Engineer & Surveyor. #293. President.

OWNER'S STATEMENT

Pleasant Oaks Addition to Cedar Falls, Iowa.

KNOW ALL MEN BY THESE PRESENTS: That F. H. Weisbard and Jeannette Weisbard, his wife, and E. C. Topp and Ann Topp, his wife, all of Cedar Falls, Black Hawk County, Iowa, do hereby state and declare that the platting of the following described premises, to-wit:

Commencing at a point on the North line of Section No. 20, Township No. 89 North, Range No. 13, West of the 5th Principal Meridian, in Black Hawk County, Iowa, 652.75 feet East of the Northwest corner of said Section No. 20; thence East 652.75 feet to the Northeast corner of the Northwest quarter of the Northwest quarter; thence South 1321.4 feet along the East line of the Northwest quarter of the Northwest quarter to the Southeast corner of the Northwest quarter of the Northwest quarter; thence West 655.25 feet to the Southwest corner of the East one-half of the Northwest quarter of the Northwest quarter; thence North 1321.4 feet to the place of beginning;

as appears on the accompanying plat of PLEASANT OAKS 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 PLEASANT OAKS 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.

That said premises are platting subject to the following additional covenants, etc.

1- No lot in said addition shall be used for 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 or play house. Nor shall any lot in said addition be used for more than one dwelling house.

2- No building shall be erected on any of said lots within forty feet of the front line of the street. Nor shall any building be erected on any of the lots in said addition within five feet of the adjoining

lot line, nor nearer than three feet from the rear lot line. If the 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, excepting only that this restriction shall not prevent occupancy by domestic servants who do not belong to the Caucasian 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 temporary character be permitted within said addition.

5- No building structure shall be moved on to 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 \$6,000. shall be erected or placed on any lot in said addition, nor shall any one story height dwelling house having a ground floor area of less than 880 square feet, nor shall any two story dwelling house having a ground floor area of less than 700 square feet be erected or placed on any lot in said addition, nor shall any dwelling house be used as a residence until the construction work is completed and wood exterior painted or stained. Exteriors shall be of wood, stone or brick and no cement block dwelling houses shall be erected on any of said lots 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 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, Iowa, 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 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- No swine, poultry, goats, cattle or bees shall at any time be kept in said addition, nor shall dog kennels or rabbit huts be placed on any lot 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 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.

10- No owner of any lot in said addition shall indiscriminately cut or otherwise destroy any trees thereon, it being the desire of the plattons to preserve for themselves and their successors in interest in the ownership of any and all of the lots in said addition the natural beauty thereof.

11- 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 their 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 16th day of May, 1946.

F. H. Weisbard

E. C. Topp

Ann Topp  
Jeannette Weisbard

State of Iowa )  
Black Hawk County ) SS

On this 16th day of May, 1946, before me, R. E. Merner, a Notary Public in and for Black Hawk County, Iowa, personally appeared F. H. Weisbard, and Jeannette Weisbard, his wife, E. C. Topp and Ann Topp, his wife, to me known to be the identical persons named in and who executed the foregoing instrument and each acknowledged that they executed the same as their free and voluntary act and deed.

WITNESS MY HAND the day and year first above written.

R. E. Merner

Notary Public in and for Black Hawk County, State of Iowa.

