

DEED OF DEDICATION
OF
HERITAGE HILLS ESTATES SECOND ADDITION
CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Anfinson Properties, L.L.C., being desirous of laying out and platting into lots and tracts the real estate described in the attached Surveyor's Certificate by Wendell J. Lupkes, L.S., of VJ Engineering, dated the _____ day of _____ 2017, does, by these presents, designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Black Hawk County, Iowa, the same to be known hereafter and called Heritage Hills Estates Second Addition, City of Cedar Falls, Black Hawk County, Iowa, all of which is with the free consent and desire of the undersigned. The owner does hereby grant and convey to the City of Cedar Falls, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying, building and maintenance of said services over, across, on and/or under the property as shown on the attached plat.

BE IT ALSO KNOWN that the undersigned does also covenant and agree for itself its successors and assigns, that each and all of the lots in the said subdivision shall be, and the same are hereby 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 set forth and contained in each deed of conveyance or mortgage that the undersigned, or its successors in interest, may hereafter make for any of the 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:

RESTRICTIONS

- 1) All lots in said Addition shall be used for residential purposes only. No structure shall be erected or located thereon other than one family dwellings not exceeding two stories in height with a private attached garage, except for lot 17 which shall be used for multiple attached residential homes that meet Cedar Falls Building codes for R-P Zoning. The building requirements of structure and living units shall be governed by the R-P zoning regulations of the City of Cedar Falls.
- 2) Lots 1 thru 16 in the subdivision will allow only single-family homes.
- 3) All single family **ONE STORY** dwellings shall have a minimum ground floor area of 1500 square feet, ground floor area of square feet and all **ONE AND ONE-HALF STORY and TWO-STORY** homes shall have a minimum ground floor area of 1200

square feet and a total main floor and 2nd floor heated area, excluding garage area, of not less than 2000 square feet. All footage requirements are exclusive of car ports, garages and any open porches. A "Story" shall be required to have a floor level which is at least one foot above ground level at all points. Any floor level which is less than one foot above ground level at all points shall be considered a basement level and shall not be a "Story".

- 4) No building shall be erected on any lot nearer than the building line shown on the plat, which are as follows:
 - i. Lots 1-8 will have a 30-foot front yard or 40' front yard setback per the plat
 - ii. Lots 9-16 will have a 25-foot front yard setback
 - iii. Lots 1-16 require a 30-foot rear yard
 - iv. 5 feet, side yard or 10% of front lot total footage length whichever is more.

5) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in said Addition will at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot in said Addition, unless used by the developers to market homes and lots.

6) No concrete block, hollow tile construction, this is not to prohibit what is commonly known as "ICF" custom home construction provided the exterior finish is covered with typical exterior materials. Earth berm homes, manufactured homes known as double wide mobile homes and what is known as "Geo-Desic Dome Homes" are to be erected on any lot.

7) No old or used buildings shall be moved upon any of the lots in said Addition for any purpose and all buildings on any lot in said Addition shall be kept in a reasonable state of repair and upkeep.

8) Storage sheds will be allowed on any lot at a size no greater than 144 square feet. ie. 12'x12' or 10'x14' matching the materials, style and colors of the home built to be approved by the developers or assigns.

9) All fencing must be "professionally" installed and be of vinyl (not chain link Vinyl coated), or natural wood materials in keeping with the style of the dwelling on the lot. All fences installed are to be installed 1' inside the lot line and all supporting fence posts shall be to the inside of the lot owner's property unless a fence agreement is in place with both adjoining homeowners. No snow fencing of any type or nature, barbed wire or woven wire, shall be permitted at any time on any lot within this subdivision unless approved by the Homeowners Association.

10) All exterior lighting must be shielded to prevent glare or annoying emission of light which unreasonably affects any other lot. No radio station or short-wave operators of any kind shall operate from any lot which shall cause interference with audio or visual reception upon any other lot. No exterior radio antenna shall be erected or maintained in or on the property. No satellite TV antenna or "dish" may be maintained, constructed or erected on

any lot unless it is constructed in the rear yard or rear portion of the roof. Dish unit must be less than 24" in size or less at least seven (7') feet from any property line.

11) The owner of each lot, vacant or improved, shall keep his lot or lots mowed and free of weeds and debris.

12) No obnoxious or offensive trade of activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

13) No residence shall be used as a place of business unless it is what is known as a home business and retail traffic is not a regular occurrence.

14) All approaches located on City right of way shall be constructed of concrete per city code. All driveways in said addition shall be constructed of a permanent hard surface, such as concrete, asphalt, brick, pavers or other similar hard surface. We would suggest and encourage that an extra 10' x 20' concrete pad be provided if no 3rd stall garage is being built with the home to provide for additional off street parking. This must meet the city of Cedar Falls code requirements.

15) No dwelling on any lot in said Addition shall be occupied until the exterior is substantially completed and the interior substantially completed, finished and an occupancy permit is issued by the building department officials in City of Cedar Falls, Iowa.

16) No animals including poultry, rabbits or livestock may be kept or housed on any lot or part thereof, except that pets, not to exceed two animals may be kept at each dwelling house; such animals shall be none other than dogs or cats. This restriction is not to apply to house birds, fish or other small pets that are commonly kept in cages or aquariums indoors. Nor shall any doghouse, kennel or dog run be maintained on any lot in said subdivision.

17) The storage of trailers of any kind, whether camping, boat, house, utility, or otherwise, or any bus, semi-tractor, trailer, recreational vehicle, or truck of any kind except what is commonly described as a "pickup truck" or "passenger van" shall not be permitted on any lot or street within the subdivision. Unless kept entirely enclosed in a permanent garage or parked on a paved area no closer to the front lot building line setback and no closer to the side lot line than five (5) feet. "Storage" for purposes of this restriction means that either the vehicle or trailer does not have a current license or that it is left open to view from adjacent properties for a length of time greater than 48 hours. However, this prohibition shall not apply to such vehicles driven in the said subdivision in pursuit of and conducting a normal service business or contractor use in the construction of homes in the subdivision.

18) All outdoor swimming pools of any nature shall be constructed "in ground" and professionally enclosed. In either case the pool shall be fenced to meet the requirements of the City of Cedar Falls, Iowa. The preceding sentences shall not be construed as to prohibit removable children's wading pools which will be used only in the rear yard of the lot. All non-portable Jacuzzis, hot tubs, whirlpool spas or other items of such nature shall be recessed or built in with the heating and filtering equipment and elements completely enclosed from public view by appropriate material.

20) No building or structure shall be erected, placed or altered on any lot in this subdivision until the building plans, exterior elevations, exterior specifications, a plot plan, and

landscaping plan are furnished and approved by Anfinson Properties LLC, developer, or their authorized agent. Required documents shall be submitted for approval 14 days prior to commencement of construction. High curb appeal criteria will be required in all housing, types of construction exterior materials and conformity to other homes structures in the neighborhood will also be considered.

21) Landscaping will be required to be completed within 12 months of issuance of the building permit.

22) All drainage easements will be required to follow the "Stormwater Management Plan" and no building, fence, landscaping and private garden structure(s) or any obstruction can be built in or over said drainage easements. All lot owner(s) and/or contractor(s) working on said lots will be responsible to maintain said easements to be free and clear of any physical obstruction's thus allowing the conveyance of overland storm water runoff as intended per "Stormwater Management Plan" on record with the City of Cedar Falls Engineer's Office.

23) Each property owner shall plant prior to occupancy two trees, one minimum diameter of 2.5 inches, on the largest side of the front yard between the drive and the lot line. The other tree may be a decorative flowering tree diameter of 1" on the small side of the driveway to the lot line equally spaced back from the front yard setback. 8' behind the front lot line is suggested for a uniform tree line in the neighborhood. Exceptions can be made where planting plan is not feasible with Developers approval.

24) Any footing drain tiles, roof leaders or sump pump systems installed in conjunction with the construction of a residence shall be expelled into the front or rear drain tile system and shall not be expelled into any sanitary sewer system or onto the street. All sump pump lines are required to be connected to the city storm sewer system as per the city building code requirements in effect at the time of construction.

25) It is the responsibility of the homebuilding contractor or owner to verify the depth of the sanitary sewer service lines serving said lot to insure minimum drainage will be met prior to any footing or foundation work is installed. Developers have made effort to make sure that all lots have suitable soil conditions for building and basement depth but no guarantees are made or implied

26) No individual mailboxes are allowed in this subdivision; a cluster-style mailbox system, approved by the United States Postal Service, shall be installed by the developer.

27) All electrical transmission lines and service entrances, cable television or other transmission lines and all telephone lines and services shall be installed underground on all lots in this subdivision

28) Each person or entity who is an owner of record of a fee or undivided fee interest in any lot shall be a member of the Heritage Hills Estates 2nd addition Homeowners Association. This shall not be construed to include persons or entities whom hold an interest merely as security for performance of an obligation. There shall be one vote per lot and each lot owner. Membership shall be appurtenant to and may not be separated from ownership of any lot; ownership of such lot shall be the sole qualification for membership.

29) The annual dues for the Association shall initially be set at \$200.00 per lot per year beginning January 1st, 2018 prorated to January 1st, 2019. The developer, Anfinson Properties, LLC shall be exempt from any dues expense and will run the association until 75% of the lots are sold and have completed homes with certificate of occupancy issues. The Association shall have the ability and authority to adjust annual dues as it deems appropriate to carry out the maintenance duties as described including all tract parcels and wetland designation. The Association shall have the ability and authority to adjust annual dues as it deems appropriate to carry out the maintenance duties as described and make additional changes to the restrictions set forth herein.

30) The purpose of the Heritage Hills Estates 2nd addition Homeowners Association shall be to own and maintain common area(s) and green spaces of the development including but not limited to Track "B", entry boulevards, street islands and surrounding access (whether located in said subdivision or serving said subdivision but located outside thereof) and such other activities set forth in the Articles of Incorporation and Bylaws of the Association. Such ownership and maintenance shall include but not limited to, common neighborhood green spaces, US postal service grouped mailboxes, mowing, watering, including any upkeep of and underground sprinkler system, common area structures, snow removal of common areas, maintenance of any water retention/detention areas, wetland designated areas including water quality features set forth by the City of Cedar Falls in the Maintenance and Repair Agreement for the Heritage Hills 2nd Addition. Initially, the Developer, Anfinson Properties, LLC, shall perform the actual construction duties to establish the common area, green spaces, entrance, creek banks and surrounding access area and monitor the wetland areas for a period of five (5) years as required by the Army Corps of Engineers and there after the association will take responsibility for the monitoring and maintenance of those features.

31) The maintenance of Tract "B" shall be in accordance with the inspection and maintenance requirements in Section G. of Section 2E-5 – Soil Quality Restoration within the Iowa Stormwater Management Manual, Version 3; dated October 28, 2009, or current version.

32) The maintenance of the mitigation site on Tract "D" shall be in accordance with the permit issued by the United States Army Corps of Engineers (CEMVR-OD-P-2014-1306). The five-year monitoring shall be the responsibility of the Developer, and any repair or revisions during that five-year monitoring period shall be the responsibility of the Developer. Once the five-year monitoring period is satisfactorily completed, the ongoing maintenance of the wetlands on Tract "D" shall be the responsibility of the Heritage Hills Estates 2nd addition Homeowners Association.

33) The development of the lots shall be in accordance with the City of Cedar Falls zoning regulations as set forth in the City of Cedar Falls, Iowa, R-P Zoning Ordinance.

34) The undersigned and all persons and corporations hereafter acquiring any right, title, or interest in any of the lots in said subdivision shall be taken and held to have agreed and covenanted with the owners of all other lots in this subdivision and with the respective successors and assigns of all of the rest of such other lots to conform to and observe all of the foregoing covenants, restrictions and stipulations as to the use and construction or building thereon, for a period 21 years from the date of filing of said plat, and this deed of dedication for record. Within the period of 21 years and in accordance with the Iowa Code §614.24 and §614.25 (Code of Iowa) or their successor provisions, these covenants, restrictions and stipulations may be extended for an additional period of 21 years upon compliance with §614.24 and 614.25 of the Code of Iowa. In the event an extension of the covenants, restrictions and stipulations is not filed within the period of 21 years or successive 21-year periods, then the covenants, restrictions and stipulations contained herein shall terminate at the end of the existing period of 21 years.

35) 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, it shall be lawful for any other person or persons owning property in said Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and for the purpose of preventing such acts or to recover damages for such violations, or both, and for costs and reasonable attorney's fees as determined by the Court.

36) Invalidation of any of these covenants by judgment, decree or court order, shall in no way affect any of the other provisions of this dedication and such other provisions shall remain in full force and effect.

PUBLIC IMPROVEMENTS REQUIRED BY PLAT

The undersigned do hereby dedicate and set apart to the public and for the public's use all streets shown and laid out on the attached plat, subject to the easements set forth herein, and do further agree as follows:

A. That the street shown on the attached Plat will be brought to city grade and that the streets will be surfaced with a thirty-one (31) foot, back of curb to back of curb, seven (7) inch thick non-reinforced concrete pavement with integral curbs, or approved equal alternate hard surface pavement.

B. That sanitary sewer, together with all necessary manholes and sewer service lines to all lots in the Plat will be provided.

C. That utilities, as required by the Subdivision Ordinance of the City of Cedar Falls, Iowa, shall be installed.

D. That city water will be provided as required by the Cedar Falls Utilities.

E. That municipal fire hydrants will be provided as required by the Cedar Falls Fire Department.

F. That storm sewers will be provided as specified by the City Engineer.

G. That handicap ramps will be provided as required by law.

H. That a four (4) foot wide concrete sidewalk four (4) inches thick shall be installed across the street side of Lots by the lot owner(s), and a concrete surface or hard surface entrance will be installed on all lots during or immediately after the construction of the residence on any particular lot by the lot owner(s), or within five (5) years after the date the plat is filed in the office of the Recorder of Black Hawk County, whichever is sooner and that the four (4) foot sidewalk be across the parking and full length of the lot. If the City requires a sidewalk to be constructed the sidewalk as permitted by subparagraph J, a lien or liens may only be imposed against the lot or lots which require city construction and no others in the subdivision.

I. That storm water shall be controlled by facilities designed and built in accordance with the requirements of Ordinance Chapter 27, Section 406 and Section 407. Once constructed and accepted, the storm water quality features shall be maintained by the homeowners' association. The specific duties, procedures, and anticipated maintenance schedule shall be outlined in the Stormwater Maintenance and Repair Agreement as outlined in Ordinance Chapter 27, Section 408.

J. That the work and improvements called for herein shall be in accordance with the specifications of the City of Cedar Falls, Iowa, and performed under the supervision of the City Engineer. In the event that the undersigned, its grantees and assigns fail to complete said work and improvements called for herein within two years (except for subparagraph (H) from the date of the acceptance of said final plat by the City of Cedar Falls, Iowa, the City may then make the improvements and assess the costs of the same to the respective lots. The owners, for themselves, their successors, grantees and assign, waive all statutory requirements of notice of time and place of hearing and waive statutory protections and limitations as to cost and assessments and agree that the City may install said improvements and assess the total costs thereof against the lot.

K. That the City may perform said work and levy the cost thereof as assessments. The undersigned agrees that said assessments so levied shall be a lien on the respective lots with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed, and further authorizes the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.

L. The Developer shall construct and install all required public improvements within the subdivision plat, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa. Such required public improvements shall meet the following requirements:

- (a) Shall be constructed and installed in a good and workmanlike manner;
- (b) Shall be free of defects in workmanship or materials;

(c) Shall be free of any conditions that could result in structural or other failure of said improvements;

(d) Shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities;

(e) Shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Cedar Falls Code of Ordinances, including without limitation, Chapter 24, Subdivisions, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the city council.

The Developer's construction plans are now on file in the Office of the City Engineer.

EASEMENTS

The owner does hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm of person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying, building and maintenance of said services across, and the conveyance of storm water, on and/or under the property as shown on the attached plat.

TRACTS

Tract "A" is set aside and dedicated for public street right of way and utilities easements.

Tract "B" is set aside for storm water management, and once approved, constructed, and accepted, will be maintained by the homeowner's association by separate Maintenance and Repair Agreement.

Tract "C" is un-buildable as it is within the floodplain, and with city approval may be divided and sold to adjacent landowners. Said division is not part of this plat.

Tract "D" is set aside for future multi-family and commercial development as outlined in the R-P Plan Amendment approved by the Cedar Falls City Council as Resolution _____

IN WITNESS WHEREOF, this instrument has been signed at Cedar Falls, Iowa, this _____ day of _____, 2017.

Anfinson Properties, L.L.C.

By: _____
Craig A. Fairbanks / Managing Member