

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

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Heritage Hills Development Corp., 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 Van Winkle-Jacob Engineering, Inc., dated the 29th day of April, 2005, 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, 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:

- 1) All lots in said Addition shall be used for residential purposes only. No structure shall be erected or located thereon other than one or two family dwellings not exceeding two stories in height with a private attached garage. The building requirements of structure and living units shall be governed by the R-2 zoning regulations of the City of Cedar Falls.
- 2) Lots 1 thru 12 and lot 35 in the subdivision and adjoining the Heritage addition will allow only single family homes. The balance of the lots will allow one or two family residences as the R-2 zoning allows.
- 3) Any lot may be split or divided in any fashion to provide for more lot area when added to an adjoining lot, but no dwelling shall be built or maintained on any partial lot or combined partial lots unless the building site contains 7200 square feet or more.

- 4) All single family **ONE STORY** dwellings shall have a minimum ground floor area of 1150 square feet, **SPLIT LEVEL** and **SPLIT FOYER** homes shall have a minimum ground floor area of 1150square feet and all **ONE AND ONE HALF STORY** and **TWO STORY** homes shall have a minimum ground floor area of 850 square feet and a total enclosed area of not less than 1600 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”.
- 5) On all lots, one outbuilding will be allowed, having styling continuity with the house, no larger than 10’ x 14’.
- 6) No building shall be erected on any lot nearer than the building line shown on the plat, which are as follows:
 - i. 25 foot front yard
 - ii. 30 foot rear yard
 - iii. 10 feet, side yard or 10% of front lot total footage length whichever is less.
- 7) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in said Addition shall 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.
- 8) No concrete block, hollow tile construction, earth home or “Geo-Desic Dome” is to be erected on any lot. This is not to prohibit what is commonly known as “ICF” custom home construction provided the exterior finish is covered with typical exterior materials.
- 9) No wood basements shall be allowed in this subdivision. No totally manufactured house shall be constructed on any lot, unless approved by the developer or his authorized agent or agents.
- 10) 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.
- 11) ~~All homes and units in this development will be required to use Andersen High Performance Windows, gliding patio door units including all French wood gliding and hinged patio door products also known as 400 Series. This is not to include all standard front entrance and exit doors. Removed 8-1-06~~

- 12) All fencing must be “professionally” installed and be of vinyl material, brick, or natural wood in keeping with the style of the dwelling on the lot. 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.
- 13) 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 and at least ten (10) feet from any property line and is shielded from public view by shrubbery and landscaping.
- 14) The owner of each lot, vacant or improved, shall keep his lot or lots mowed and free of weeds and debris.
- 15) 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. Burn barrels are specifically prohibited.
- 16) No residence shall be used as a place of business and no business signs shall be erected in or at the entrance of the subdivision.
- 17) All approaches located on City right of way shall be constructed of concrete, and all driveways in said addition shall be constructed of a permanent hard surface, such as concrete, asphalt, brick 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.
- 18) No dwelling on any lot in said Addition shall be occupied until the exterior is completely finished and the interior substantially completed and finished and an occupancy permit is issued by the building department officials in City of Cedar Falls, Iowa. All city sidewalks shall be completed prior to occupancy and the back edge of the side walk towards the home shall be no closer than 12” outside the lot line towards the street. All sidewalks in said subdivision shall be kept in good repair by said lot owner. All construction and landscaping shall be completed within one (1) year from the issuance of the building permit for construction.
- 19) 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.

- 20) Unless kept entirely enclosed in a permanent garage or parked on a paved area no closer to the front lot line than said dwelling and no closer to the side lot line than 4', 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. "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 72 hours.
- 21) No bus, semi-tractor, trailer, boat or truck of any kind except what is commonly described as a "pickup truck", shall be kept or parked on any lot or street in said subdivision. However this prohibition shall not apply to such vehicles driven in the said subdivision in pursuit of and conducting their usual business.
- 22) All outdoor swimming pools of any nature shall be constructed "in ground" or if "above ground", must be fully 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 so as to prohibit removable children's wading pools. 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.
- 23) All plans and specifications of houses and garages improvements to be built on any lot in said subdivision are to be submitted to and approved by the developer or his authorized agent or agents at least 14 days prior to start of any construction. High curb appeal criteria will be required in all housing. Exterior elements known as Mission, Craftsman, Bungalow, Prairie and County French design exteriors are all examples of acceptable styles that were used in the early 1900's and are highly recommended.
- 24) Landscaping will be required to be completed within 12 months of issuance of the building permit. All landscaping plans must be submitted to developers or his authorized agent or agents for approval 30 days prior commencement of the work. Landscaping guideline cost should be in the \$4,000 range that a professional landscaper would charge. Irrigation of all lawns and landscaping is encouraged.
- 25) Each property owner shall plant within twelve (12) months after issuance of a building permit, two trees in the front yard exactly 8' from the lot line and no closer than twenty-five (25) feet from each other so as to form a uniform tree line throughout the said subdivision, said trees to be of the oak or hard maple variety and no others and said trees shall have a minimum diameter of 2.5 inches.

- 26) 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 specified by the building code requirements in effect at the time of construction.
- 27) Mail boxes and mounting posts shall be of a type and style specified and approved by the developer or his authorized agent or agents. Mail box units may be grouped in designated locations at the discretion of the U.S. Postal Service or the developer.
- 28) 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
- 29) No excess dirt from the excavation of basements on any lot in the subdivision shall be removed from the subdivision, but shall be distributed over a vacant lot or lots in the subdivision at the direction of the developer.
- 30) In addition to the restrictions set forth herein, 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, Zoning Ordinance.
- 31) 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.
- 32) 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 attorneys fees as determined by the Court.

- 33) 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.

DEDICATION AND CONSTRUCTION OF STREETS, SEWERS AND UTILITIES

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. In the event that the City is required to construct 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 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.
- J. 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.

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 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 across, on and/or under the property as shown on the attached plat.

IN WITNESS WHEREOF, this instrument has been signed at Cedar Falls, Iowa, this 4th day of April, 2005.

HERITAGE HILLS DEVELOPMENT CORP.

By: 
Craig A. Fairbanks, President