

**OWNER'S STATEMENT AND DEED OF DEDICATION  
FOR  
AUDUBON HILLS FIRST ADDITION  
TO THE CITY OF WATERLOO, IOWA**

KNOW ALL MEN BY THESE PRESENTS:

That XL Colt Farms, LLC. (owner and developer "Developer"), being desirous of setting and platting into lots and streets the land described in the attached Certificate of Survey by Michael E. Richmond, dated the \_\_\_ day of \_\_\_\_\_, 2017, does by these presents designate and set apart the aforesaid premises as a subdivision of the City of Waterloo, Iowa, the same to be known as

**AUDUBON HILLS FIRST ADDITION**

to the City of Waterloo, Iowa, hereinafter "Development", all of which is with the free consent and desire of the undersigned, and the undersigned does hereby designate and set apart for public use the streets and avenues as shown upon the attached plat, and set apart for the City of Waterloo, Iowa, the easements shown on the attached plat.

**DEDICATION OF STREETS AND EASEMENTS**

Developer hereby grants and conveys to the City of Waterloo, Iowa, for public use the streets shown on the attached plat. Said streets will be constructed at a width of twenty-eight (28) feet.

Developer hereby grants and conveys to the City of Waterloo, 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, storm sewer, drain tile, surface drainage, gas, electricity, communication service or cable television, perpetual easements for the construction, erection, laying, building, and maintenance of said services over, across, on and/or under Development as shown on the attached plat. There shall be no buildings or other unreasonable obstructions upon or under the lot covered by these easements, so that access is available for any equipment and/or persons necessary for the construction, reconstruction, or maintenance of said utilities and/or drainage ways.

**RESTRICTIVE COVENANTS**

Be it also known that Developer does hereby covenant and agree for itself and its successors and assigns that each and all of the lots in Development 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 contained and set forth 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 hereafter stated, to wit:

1. The development of the Development shall be in accordance with the R-1 One and Two Family Residence District Zoning classification set forth in the Waterloo Zoning Ordinance.

2. Any dwelling that is erected on any lot shall have a minimum setback as shown upon the attached plat. These setbacks shall apply to the main building structure, as well as any attached decks, porches, or sunrooms. In addition, no fence, dwelling, or other structure of any kind shall be placed in drainage easement areas, as the same are shown on the attached plat. Any and all drainage easements will be required to follow the "Stormwater Management Plan" and no building, fence structures, landscaping structures, private gardens or any other possible obstruction can be built in and over said drainage easements. All lot owners and/or contractors 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 Waterloo Engineer's Office.

3. All buildings erected on any lot in the Development shall be constructed in accordance with the building, plumbing, and electrical Codes of the City of Waterloo, Iowa.

4. Only one single family dwelling shall be permitted on any lots. No multi-family dwellings shall be permitted. No earth shelter home, or dome style home, will be allowed. The minimum square footage for a single family dwelling will be:

- A. 1,500 square feet for a single story
- B. Any two story house or one and one-half story house shall have a combined minimum square footage of 1,800 for the first and second floors.
- C. The above square footage area does not include cellars, basements, attics, garages, breezeways, porches, stoops, or other nonliving space.
- D. All dwellings shall have an attached double garage with a minimum of 600 square feet. No detached garage is allowed.

5. Lots in the Development may be split or divided in any fashion to provide for more lot area when added to an adjoining lot. No dwelling shall be built or maintained on any partial lot unless said partial lot is combined with adjoining lot or partial lot so that the resulting lot has no less frontage than the smaller of the next regular platted lot on either side.

6. No prefabricated, modular, and ICF homes will be allowed. The developer has the sole discretion to disallow any building system that does not produce a quality product in its opinion. The purpose of these requirements is to protect the Development from inexperienced owners and developers. No old or used buildings shall be moved onto any lot.

7. No building or structure not attached to the original dwelling shall be constructed upon any lot or combination of lots in the Development, except a gazebo like structure. Storage sheds or outbuildings are not permitted.

8. No trailer, basement, tent, shack, garage, barn, or shed erected in said Development shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary nature be permitted on any lot.

9. Occupancy of any dwelling in the Development will not be allowed until the exterior and interior are substantially complete and an occupancy permit has been issued by the City of Waterloo.

10. The owner of each lot, vacant or improved, shall keep said lot free of weeds and debris.

11. No residence shall be used as a place of business, except an in-home office as permitted by the City of Waterloo Zoning Ordinance. Permanent business signs of any kind will not be allowed in the Development.

12. No obvious or offensive trade or 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 Development.

13. It is agreed by all parties building in the Development that the improved lot will be sodded, seeded, or a combination of both on the entire lot. The owner shall apply adequate water to maintain a healthy lawn. Additional plantings and landscaping are encouraged to be installed and maintained on the lots as weather and seasonal constraints allow. Silt fence or runoff deterrent must be installed until soil is stabilized by sod or established seed growth. All down stream intakes shall be protected from eroding soils entering them. No shrubs or trees shall be planted so as to infringe upon adjoining property lines based on maximum expected growth and shall be maintained so as not to infringe.

14. The developer, or a committee appointed by the developer, must approve all buildings, fences, and landscaping plans.

15. No recreation vehicles, motor homes, trailers of any kind, campers, boats, trucks, buses, RVs, or garden tractors will be allowed to be parked outside a dwelling or on the street for a period exceeding 48 hours. After said time, such vehicles must be removed from the Development or completely stored within the garage of the dwelling.

16. No radio wave producing equipment shall be used that interferes with other property owners. All TV, radio or other antennas, towers, and dishes must be installed and enclosed in an attic or garage, except that satellite dishes no larger than 24" in diameter will be allowed, but must not be visible from the street.

17. All electrical transmission lines and service entrances, all telephone lines and services therefor, all cable TV/fiber optic cable and service therefor, and all other utilities of whatever kind or nature, shall be installed underground on all lots in said Development.

18. No animals, livestock, or poultry of any kind shall be kept on any lots, except that dogs, cats, or other household pets, may be kept, not exceeding two in number, provided they are not kept for commercial purposes. No pets of any kind will be allowed in any fenced-in areas of the Development green space not owned by individual lot owners. Such animals shall be kept under control so as not to constitute a public nuisance and must be kept in compliance with applicable zoning laws and regulations of the City of Waterloo, Black Hawk County, Iowa.

19. Any footing drain tiles or sump pump systems installed in conjunction with the construction of a residence shall be connected to sub-drain tile and shall not be expelled into any sanitary sewer system, onto the street or surface of the property.

20. The owner and/or occupant of each lot shall jointly and severally be responsible to keep in good order or to maintain the area between the curbline and the property line abutting their property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement, stakes, posts or rods to which a metal, plastic or similar receptacle designed to hold newspapers are affixed, private irrigation or sprinkler systems, retaining walls, landscaping brick, block, stone, timber or other similar material, or any other similar obstructions. All mailboxes shall be clustered or grouped for the units, and individual mailboxes shall not be placed between the curb line and the property line abutting the lots

21. No bus, semi-tractor, trailer or truck of any kind, except which is commonly described as a "pickup truck", shall be kept or parked on any lot or street in Development; provided however, that this prohibition shall not apply to such vehicles driven in the Development in pursuit of any in conducting their usual business.

22. No old or used building shall be moved upon any lot in Development for any purpose.

23. No dog compound, enclosure, shelter, storage outbuilding, playhouse, or wood pile for firewood shall be constructed, used, or maintained within ten feet of any lot line nor shall they exceed eight feet in height on any lot.

24. No above ground swimming pools shall be erected in Development.

25. Upon sale of a lot, the owner shall take responsibility for any erosion control issues, certifications and/or requirements of the Iowa Department of Natural Resources.

26. A Portland Cement concrete sidewalk and a hard surfaced driveway approach shall be installed during or immediately after the construction of any improvement on a lot in the Development, but before issuance of an Occupancy Permit from the City of Waterloo, Iowa, or only sidewalk construction within five (5) years of the transfer of said lot from the Developer to a lot owner, whichever is earlier. Said sidewalk shall be constructed across the full length of all street frontages of the lot, and extend to match the end of existing sidewalk(s) on adjoining lots where sidewalk exists. Said sidewalk shall also be required to be constructed across all street frontages of two (2) or more adjoining lots, or portions thereof, when any lot owner has acquired said two (2) or more adjoining lots, or portions thereof, upon construction upon one (1) or more lots, or portions thereof, all as required by the City of Waterloo, Iowa. Construction of handicap access ramps at the intersections shall be the responsibility of the Developer or adjacent lot owner. No black top shall be permitted to be used for sidewalks or driveways.

27. Each person or entity who is a record owner of a lot in the Development shall be a member of a Homeowners Association known as the Audubon Hills First Addition Homeowners Association. A record owner shall not be construed to include a person or entity who holds an interest merely as security for the performance of an obligation. Each lot owner shall be a member of the Homeowners Association, and there shall be one vote per lot. Membership in the Homeowners Association shall be appurtenant to and may not be separated from ownership of any lot. Ownership of such lot shall be the sole qualification of membership in the Homeowners Association. The purpose of the Homeowners Association shall be to own and maintain the detention areas, maintain any monument signage for Development and green spaces, and perform functions as may be set forth in the Articles of Incorporation and Bylaws of the Homeowners Association. Developer shall perform the actual maintenance duties of the green space, until, at the discretion of Developer, the maintenance is turned over to the Homeowners Association. The Developer shall file Articles of Incorporation and adopt Bylaws of the Homeowners Association on or before the date on which the City of Waterloo, Iowa has accepted all public improvements and right-of-way pursuant to this Plat. The Homeowners Association shall have authority to establish annual fees for membership in the Homeowners Association, and shall have authority to adjust the annual membership fees as it deems appropriate to carry out maintenance duties described in this paragraph. Each lot owner shall pay such annual fee to the Homeowners Association to fund the activities of the Homeowners Association. All such membership fees which are unpaid shall be assessed as a lien against the individual lots, in the manner and as provided for in the Articles of Incorporation or Bylaws of the Homeowners Association. Developer will not be responsible to pay any association fees on unsold lots.

28. Outlot "A" shall be used for stormwater overflow detention.

29. Tract A shall be deeded to the City of Waterloo, Iowa and used for road and related purposes.

30. The undersigned and all persons and entities hereafter acquiring any right, title, or interest in any of the lots in said Development shall be taken and held to have agreed and covenanted with the owners of all other lots in this Development 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 construction of building thereon, for a period of 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 Iowa Code § 614.24 and § 614.25 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.

31. 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.

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 here, it shall be lawful for any other person 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 recovering damages for such violations or both, and for costs and reasonable attorney fees as determined by the court.

33. In an effort to minimize damage to adjacent properties and down stream water systems, each owner is required to comply with Association requirements in regard to construction yard waste and storm water runoff.

#### **PUBLIC IMPROVEMENTS REQUIRED IN PLAT**

1. Developer agrees:

A. That the streets shown in the Development, as shown on the attached plat, will be brought to City grade and that the streets will be twenty-eight (28) feet, back of curb to back of curb, with approved hard surface pavement in accordance with City of Waterloo Standard Specifications.

B. The undersigned shall provide sanitary sewers for each lot, together with all necessary manholes and sewer service line, to all lots in the Development.

C. The underground utilities as required by the City of Waterloo Subdivision Ordinance, or as agreed upon with the City of Waterloo, shall be installed.

D. That City water will be provided for each lot as required by the  
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aterloo Water Works.

E. The municipal fire hydrants will be provided as required by the Waterloo Water Works.

F. That storm sewer will be provided, along with subdrain tile along paving, as required by the City Engineer.

G. That a 4-foot-wide concrete sidewalk 4 inches thick will be installed on any unsold lots, within 5 years after the date the plat is filed in the Office of the Recorder of Black Hawk County, Iowa, and the sidewalk shall be across the full width of the lot, and on corner lots, also across the parking and full length of the lot. That handicap ramps will be provided as required by law. In the event that the City is required to construct the sidewalk as permitted in paragraph H, a lien or liens may only be imposed against the lot or lots which require city construction and no other in the Development.

H. That the work and improvements called for herein shall be in accordance with City specifications under the supervision of the City Engineer. In the event that the undersigned, its grantees and assigns fail to complete work and improvements called for herein within one year from the date of the acceptance of said final plat by the City of Waterloo, Iowa, except as provided in Paragraph G, the City may then make the improvements and assess the costs of the same to the respective lots, and the undersigned agree 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 assessment have been observed, and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law. The owners, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and waive all 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 lots.

I. 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 Waterloo, Iowa. Such required public improvements shall meet the following requirements:

- i. Shall be constructed and installed in a good and workmanlike manner;
- ii. Shall be free of defects in workmanship or materials;
- iii. Shall be free of any conditions that could result in structural or other failure of said improvements;
- iv. Shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City and by Waterloo Utilities;
- v. Shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Waterloo 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.

IN WITNESS WHEREOF, this instrument has been signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

XL Colt Farms, LLC

By: David Lederman, Manager

STATE OF IOWA )  
COUNTY OF BLACK HAWK )ss.

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by David Lederman, as Manager of XL Colt Farms, LLC.

\_\_\_\_\_  
Notary Public