

**DEED OF DEDICATION
FOR
MCMAHILL FIRST ADDITION
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY,
STATE OF IOWA**

KNOW ALL MEN BY THESE PRESENTS:

That the City of Cedar Falls and the Cedar Falls Community School District, (hereinafter referred to as the "Owner,") being desirous of setting out and platting into lots and streets the land described in the attached Legal Description, Exhibit "A," 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 hereafter known as:

**McMahill First Addition
In the City of Cedar Falls, Black Hawk County, Iowa,**

All of which is with the free consent and desire of the said Owner, and the Owner does hereby designate and set apart for public use the recreational trail and public sidewalk along Arbors Drive and public sidewalk along Ashworth Drive as shown on the attached Plat.

EASEMENTS

The Owner hereby grants and conveys 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, storm sewer, drain tile, surface drainage, 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 shown on the attached Plat.

The Owner does hereby further grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, a perpetual, non-exclusive easement for the maintenance and repair of sidewalks and a pedestrian trail for recreational use through the property in the location identified on the attached Plat.

RESTRICTIONS

The Owner does hereby covenant and agree for itself and its successors and assigns that each and all of the lots in said subdivision be and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively 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 hereinafter make

for any of said lots and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to-wit:

1. The owner of each said lot, vacant or improved, shall keep said lot free of weeds and debris, and any onsite trash and garbage collection sites shall be screened from public view and maintained in a neat and orderly fashion.
2. The development of this property shall be in accordance with and governed by the R-1, Residence District as set forth in the Cedar Falls Zoning Ordinance. Use of this property shall be governed by the Zoning District restrictions which are applicable thereto.
3. Each portion of the property shall be made subject to the covenants, restrictions, easements, obligations, and other provisions of that certain Charter for McMahill First Addition to be recorded by the Owner prior to the conveyance by Owners of any portion of the property (such Charter, as it may be amended from time to time in accordance with its terms, is referred to herein as the "Charter"). The Charter shall be binding upon the owners, lessees, and occupants of each portion of the property made subject to the Charter and any other person or entity holding any interest in such property, as well as their respective guests and invitees. The record owner of each lot or condominium unit within the property subject to the Charter shall, upon acquisition of title to such lot or unit, automatically become a member of a mandatory membership owners association as identified in the Charter (the "Association") and shall remain a member as long as he or she holds title to such property. Membership in the Association shall be appurtenant to and may not be separated from ownership of such lot or condominium unit. The Association shall be organized to perform such obligations and exercise such powers as are assigned and granted to it in the Charter and its articles of incorporation and bylaws, which may include, without limitation, administering and enforcing the Charter, the design guidelines adopted pursuant thereto, and such reasonable rules as the Association may adopt consistent with the Charter, and maintenance of common areas and other property as authorized in the Charter and supplements thereto. Each record owner shall have such voting rights in the Association and such liability for a share of the common expenses of the Association as described in the Charter and the by-laws of the Association. The financial obligations of each record owner to the Association shall be a personal obligation of such owner and shall be secured by a lien in favor of the Association against the owner's property under the Charter.
4. If any parties or their transferees, successors, grantees, heirs or assigns shall violate or attempt to violate any of the restrictions, covenants or requirements herein, it shall be lawful for any person, party or entity owning property in this subdivision to prosecute any proceedings at law or in equity against any party or parties violating or attempting to violate any such covenants, restrictions or requirements, for the purpose of preventing such acts or to recover damages for such violations, or both, and for costs and reasonable attorney fees to be determined by the Court and not by statute.

5. Invalidation of these restrictions by judgment, decree or court order shall in no way affect any of the other provisions of this Deed of Dedication and such other provisions shall remain in full force and effect.

6. The covenants and restrictions set forth in this Deed of Dedication shall run with the land and shall inure to the benefit of and be enforceable by the owner of any land located in the plat, which is the subject of this Deed of Dedication, and their legal representatives, heirs, successors and assigns for a term of twenty-one (21) years from and after the date of filing of this plat in the office of the Recorder of Black Hawk County, Iowa. Said covenants and restrictions may be extended for successive twenty-one (21) year periods thereafter, upon the filing of a verified claim by the owner of any one (1) lot or tract of land in the subdivision, in the manner provided in Iowa Code Sections 614.24 through 614.28, Code of Iowa.

PUBLIC IMPROVEMENTS REQUIRED IN PLAT

The Owner, in consideration of approval of this Plat by the Cedar Falls Planning and Zoning Commission and the City Council of the City of Cedar Falls, Iowa, agrees for itself, its successors and assigns, as follows:

1. That concrete sidewalks four inches thick will be installed during or immediately after construction of a building on any particular lot. The recreational trail along the east side of Arbors Drive will be 10-foot wide and the sidewalks along the west side of Arbors Drive and along Ashworth Drive will be 4-foot wide, and are to be installed by individual lot owners during or after construction of a building as set forth above.
2. That sanitary sewer, together with the necessary manholes and sewer service lines to all lots in the subdivision will be provided.
3. That underground utilities, as required by the City of Cedar Falls Subdivision Ordinance, shall be installed.
4. That City water shall be provided and stubbed in to each lot as required by the Cedar Falls Municipal Utilities.
5. That Municipal fire hydrants will be provided as required by the Cedar Falls Public Safety Department.
6. That storm sewer will be provided as required by the City Engineer of the City of Cedar Falls.
7. That handicap ramps will be provided as required by law.
8. All buildings erected on any lot in said subdivision shall be constructed in accordance with the building, plumbing and electrical codes of the City of Cedar Falls.
9. All signs erected on any lot in said subdivision, including building wall signage will comply with the R-1 Zoning Ordinance requirements.
10. The Developer shall construct and install all required public improvements within the subdivision plat, to conform to 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.

11. The Tracts in said subdivision shall be used as follows:

- (a) Tract "A" and Tract "B" to be deeded to the City of Cedar Falls as public road right of way.
- (b) Tract "C" to be deeded to the City of Cedar Falls as public storm water management area.
- (c) Tract "D" to be used for athletic field.
- (d) Tract "E" and Tract "F" to be used for storm water management areas

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

- 12. That the work and improvements called for herein shall be in accordance with City specifications under the supervision of the City Engineer, and shall be completed within one year of the date of approval of the final Plat. Further, the Owner and its successors and assigns shall comply with site plan review and approval by the Cedar Falls Planning and Zoning Commission and the Cedar Falls City Council.
- 13. That in the event the improvements called for herein shall not be performed in accordance with the City Ordinances and the above Agreement, the City may perform said work, levy the costs thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on all of the lots in this addition with the same force and effect as though all legal provisions relating to the levy of such special assessments 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.

IN WITNESS WHEREOF, this instrument has been signed at Cedar Falls, Iowa, this ____ day of _____, 2018.

CITY OF CEDAR FALLS

By: _____
Jim Brown, Mayor

STATE OF IOWA)
) ss
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the ____ day of _____, 2018,
by Jim Brown as Mayor, City of Cedar Falls.

Notary Public in and for the State of Iowa

