9174 207th Ave. Anamosa, IA 52205

# **Utility Averages**



## **Electric**

Provider: ALLIANT

**Monthly Average:** \$179.00

Gas

LP TANK REMAINING FUEL WILL STAY WITH ACCEPTABLE OFFER TANK IS Provider: RENTED OWNER ONLY PAYS FOR FUEL NO TANK RENTAL COST

Monthly Average: 2024 WAS \$171 PER

MONTH AVERAGE TRI County Propane

# Internet

Provider: Martelle Communications

**HOA Info:** Contact & Neighbor Jim McLean (731) 414-9936

### Water & Sewer

Shared Well: Contact **Provider:** Jen Ritter: (319) 521-3183

The well utility bill goes to the Ritters. Jen usually totals up the previous year bills and then divides it by the number of houses. Then we just Venmo her. She'll make sure it's all up to date on my end for last year and then she'll calculate ytd for me once we close so the new owners start fresh. I paid \$134 for 2023 and don't have her total for 2024 yet. I'm sure she'll send it over soon

## Trash

Provider: WAPSI WASTE

**Monthly Average:** 

\$114 EVERY 3 MONTHS

### Other:

SEPTIC: SELLER WILL ESCROW FUNDS BECAUSE TIME OF TRANSFER CAN'T BE DONE RIGHT NOW PER MIENE IT'S TOO COLD GROUND FROZEN. SELLER IS ON THE LIST FOR THE SPRING, FUNDS WILL BE RELEASED BACK TO SELLER ONCE IT'S VERIFIED THERE ARE NO ISSUES. SEPTIC IS NEWER CHANCES ARE IT WILL BE JUST FINE!

If you don't want to Mow the entire property, the local farm mows and bails twice per year at No Cost.

Doug Fairbanks- (319) 480-2484 Jody Fairbanks- (319) 480-6484



#### **Covenant Notes:**

THESE ARE JUST A FEW NOTES FROM THE COVENANTS, THE BUYER IS RESPONSIBLE FOR LOCATING & READING ANY/ALL COVENANTS, VERSIONS, AND AMENDMENTS AND VERIFY TERMS OR ANY CONCERNS

- c) South well water system. Lots 16, 17, 18, 19, 20, 21, and 22 shall be serviced by one common well and water system. The well shall be located on Lot 17. The various water lines and related equipment will be situated within the designated easements for utility services.
- k) The water line serving each lot has a shut-off valve. The Homeowners' Association is responsible to maintain the water line from the well to the shut-off valve. The individual lot owner is responsible to maintain the shut-off valve and the line running from the shut-off valve to the individual lot owner's property.
  - 19. All owners of lots in Rolling Hills Estates, L.L.C. shall have ten foot wide easement for ingress and egress surrounding the pond located on Lot 10. The purpose for this easement is to allow the owners of these lots to have access to the pond from any point around the pond, with an individual lot owner's access not being restricted to only that part of an owner's lot immediately adjacent to the pond. This easement shall run five feet on the West lot line of Lot 21 and five feet on the East lot line of Lot 20. The pond located on Lot 10 shall be maintained by the Rolling Hills Landowners Association.
- 7. Two unattached structures shall be allowed upon a lot. Placement of any such unattached structure shall not extend beyond the front line of the residence on the lot, and portable buildings are expressly prohibited. If the structure is metal, it shall be at the rear of the
- 9. The parking of boats, motor homes, campers, trailers, snowmobiles, or other similar recreational equipment is prohibited except for temporary parking during the season when such equipment is being regularly used. Permanent parking is expressly prohibited unless such equipment is placed in an enclosed structure.

Road Maintenance Groups. Two road maintenance groups, 93rd Street Maintenance Group and 207th Street Zacharia Avenue Maintenance Group, are hereby established. Owners of Lots 5, 6, 8 and 9 of the Addition shall be members of the 93rd Street Maintenance Group and owners of Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29 and 31 shall be members of the 207th Street Zacharia Avenue Maintenance Group. The maintenance groups shall function as permanent committees of the Association and shall be responsible for general maintenance of their respective roads, including, but not limited to, snow removal, asphalt repair and replacement, and payment of real estate taxes. The Association shall carry liability and casualty insurance on the roads. The Board of Directors of the Association shall have the authority and responsibility to render the final decision concerning any disputes among and/or between the maintenance groups. Each road maintenance group shall be responsible for establishing a budget and implementing the budget from funds of the Association. The existing road maintenance funds currently held by the Association shall be divided between the road maintenance groups in proportion to the number of lots in each group and may be applied to expenses of the road maintenance groups as their respective members deem appropriate. Future dues designated by the Board of Directors for road maintenance purposes shall be held in an account in the Association's name but shall be earmarked for use by the road maintenance groups in proportion to the number of lots in each group. If and when Lot 3, Rolling Hills Estates Addition to Jones County, Iowa (95th Street) is conveyed to the Association, there shall be established a 95th Street Maintenance Group which shall be responsible for general maintenance of 95th Street in the same manner as the other maintenance groups are responsible for their streets.

Well 14 Association. The properties that will own and be served by Well 18 and be responsible for its maintenance, repair, and upkeep are Lots 17, 18, 19, 20, 21, and 22 of Rolling Hills Estates, L.L.C. to Jones County, Iowa, and shall be known as the Rolling Hills Estates, L.L.C. to Jones County, Iowa, Well 18 Association. The properties that

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- Pond. Paragraph 19 of the Restrictive Covenants is hereby deleted and the following in inserted in lieu thereof:
  - "19. A pond lies on portions of Lots 10, 20, 21, 24, 31 and 32, Rolling Hills Estates Addition to Jones County, Iowa. By a separate Pond Easement Agreement recorded contemporaneously with this Amendment to Restrictive Covenants, these lot owners are conveying to the Association a nonexclusive easement to access and use the pond.

The Association shall be responsible for pond and common area maintenance, including mowing the shoreline adjacent to the pond. "Maintenance" includes, but is not limited to, repair, upkeep, insurance and general care of the pond. The Association shall also be responsible for adopting (subject to approval of 2/3 of the Pond Lots, as defined below) and enforcing reasonable rules and regulations regarding pond usage. The Association shall maintain, repair and in its discretion, replace, existing docks for community usage located around the pond. With written approval from the Association as to plans and specifications, owners of lots along the shoreline of the pond may erect additional docks. All docks are for community usage but a shoreline lot owner shall have first usage rights for the dock on his lot. A shoreline lot owner who has erected a dock on his lot, and such lot owner's successors and assigns, shall be required to maintain and repair the dock. If the shoreline lot owner does not maintain and repair the dock as necessary, the Association may, with ten (10) days' prior written notice, perform any necessary maintenance and repair and may assess the shoreline lot owner for any associated expenses. The overnight storage of personal property on a dock is not permitted without the Association's prior written consent.

In all matters involving the pond, each lot, with the exception of Lots 3, 7 and 28, in the Addition shall have one (1) vote per lot ("Pond Lots"). Lots 10, 30 and 32, which are excluded from the Restrictive Covenants in relation to other matters, are specifically included as Pond Lots. The owners of Lots 10, 30 and 32 shall have the same pond access and usage rights as other Pond Lot owners.

Pond Lots shall be subject to assessment on a monthly or less frequent basis as the Board of Directors of the Association deems necessary or advisable to carry out maintenance and repair responsibilities in connection with the pond. Pond Lots adjoining the shoreline shall be assessed no more than 5.3 % of the total annual assessment. Pond Lots sharing boundary lines with the Pond Lots adjoining the shoreline shall be assessed no more than 4% of the total annual assessment. All other Pond Lots shall be assessed no more than 2% of the total annual assessment. As and if Lots 10, 30 and 32 are subdivided, the aforementioned assessment schedule shall also apply to the subdivided lots with any excess returned to Pond Lot owners proportionally at the end of the Association's fiscal year. For a five (5) year period commencing \_\_\_\_\_\_, the Association shall not assess the Pond Lots more than \$200,000.00 for routine maintenance of and repairs to the pond. This limitation shall not apply to extraordinary expenses. Extraordinary expenses are expenses the Board of Directors deems necessary to address an emergency situation to avoid significant financial or property loss.

12. House pets are permitted. No more than two dogs may be kept on any lot; except when a dog has a litter of pups, but in all events the number of dogs must be reduced to two no later than six months after the litter of pups is born. Lot owners must keep manure from accumulating.

13. No livestock of any kind, including but not limited to horses, cattle, hogs, chickens, geese, rabbits, ducks, and goats may be kept on these premises.