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Fee Amt: \$122.00 Page 1 of 23
Black Hawk County Iowa
SANDIE L. SMITH RECORDER
File 2017-00000157

MAP FILED IN MAP DRAWER

Casady Engineering, LLC ♦ 1355 Robins Rd., Hiawatha, IA 52233 ♦ Ph. 319-213-2532

Project No. 123009.LS

SD-1

	<p>I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa. The unadjusted error of closure does not exceed 1:10,000 for the subdivision boundary and does not exceed 1:5,000 for any individual lot.</p>
<p><i>Gary L. Casady</i> Gary L. Casady, License No. 12532</p>	<p><u>2-8-16</u> Date</p>
<p>My license renewal date is December 31, 2016 Pages cover by this Seal: SD-1 through SD-2</p>	

SURVEYOR'S CERTIFICATE

GREENHILL VILLAGE TENTH ADDITION TO THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, is a subdivision of Parcel G in the Northeast Quarter of Section 26, Township 89 North, Range 14 West of the 5th P.M., in the City of Cedar Falls, Black Hawk County, Iowa, as described on the attached Final Plat of said GREENHILL VILLAGE TENTH ADDITION TO THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

For a more definite location and description, reference is made to the Final Plat of GREENHILL VILLAGE TENTH ADDITION TO THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, dated October 22, 2015, attached hereto and made a part hereof.

Said GREENHILL VILLAGE TENTH ADDITION TO THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, is divided into twenty-one (21) Lots, Numbered 1-20 and lettered Tract A, all inclusive. The numbers and/or letters of each Lot and Tract are designated on said Final Plat by figures near the center of the lot or tract. The property owner is dedicating Tract A (Algonquin Drive and Celtic Court) to the City for streets rights-of-way purposes.

Dimensions of the lots and distances from lines and corners of the United States public land survey system and/or recorded subdivisions are shown in feet and decimals thereof on said Final Plat. Lot areas are provided pursuant to the provisions of Section 354.6, Paragraph 3, Code of Iowa, and appear on said Final Plat.

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122.00 ZKK

(122)

23

Survey monumentation has been confirmed or established pursuant to Section 355.6, Code of Iowa, and details of said monumentation are depicted in the Legend of said Final Plat.

Utility, Recreational Trail, Storm Sewer and Drainage Easements are reserved as shown on said Final Plat, and in widths noted.

Legal Description:

Parcel "G" of Plat of Survey Doc. #2014-15965 of part of the Southeast Quarter of the Northeast Quarter of Section 26, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

Containing 6.236 Acres, subject to easements and restrictions of record.

Prepared by and Return to:
Scott M. O'Shea of O'Shea & O'Shea, P.C., 1007 Longfellow Drive, Hiawatha, IA 52233, (319) 362-3640

(Space above this line for recording purposes)

DEED OF DEDICATION

OF

**GREENHILL VILLAGE TENTH ADDITION
TO THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA**

KNOW ALL PERSONS BY THESE PRESENTS:

That, GREENHILL VILLAGE RESIDENTIAL LLC, with its principal office in Cedar Rapids, Iowa, being desirous of setting and platting into lots and streets the land as shown by a Plat dated the 2nd day of February, 2016, and the Certificate of Survey by Gary L. Casady, a licensed land surveyor, both of which documents are attached hereto, does by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa, the same to be known as:

**GREENHILL VILLAGE TENTH ADDITION
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA**

all of which is with the free consent and the 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.

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, storm sewer, drain tile, surface drainage, gas, electricity, communication services 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.

RESTRICTIONS

Be it also known that the undersigned 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 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 hereinafter make for any of said lots and that such restrictions shall run with the land and with each individual lot thereof of for length of time and in all particulars hereinafter started to wit:

I. DEFINITIONS.

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

- A. "Plat" shall mean and refer to the real property described as Lots 1 to 20, and Tract A, inclusive, Greenhill Village Tenth Addition in the City of Cedar Falls, Black Hawk County, Iowa.
- B. "Declarant" shall mean and refer to Greenhill Village Residential LLC.
- C. "Lot" shall mean and refer to an individual parcel of land within the Plat.
- D. "Building Lot" shall mean and refer to one or more Lots, or one or more Lots and the portion or portions of adjacent platted Lots in the Plat, used for the construction of one dwelling as herein permitted.
- E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot or Building Lot that is a part of the Plat.
- F. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.
- G. "City" shall mean the City of Cedar Falls, Iowa.

II. DESIGNATION OF USE.

All Lots shall be known and described as residential lots and shall not be improved, used or occupied for other than private residential purposes. No full-time or part-time business activity may be conducted on any Lot or in any dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the zoning ordinance of the City.

III. BUILDING TYPES.

A. No building or structure shall be constructed, altered, or maintained on any Building Lot other than a detached single family dwelling with an attached private garage. All dwellings must have, at a minimum, an attached two car garage with a double width concrete driveway from the garage to the street.

B. No structure of any kind shall be moved onto any Lot.

C. The exterior of any residence, garage or outbuilding located on any Lot shall be finished with one of the colors designated in writing by Declarant as being an acceptable exterior color. All roof material shall be Certaineed weathered wood, or of equal color and appearance thereto.

IV. BUILDING AREA DESIGN AND CONSTRUCTION.

No dwelling shall be constructed or permitted to remain upon any Lot unless the design and location is in reasonable harmony with existing structures and unless it meets the following requirements:

A. One story, one and one half story, split-level, and split foyer dwellings shall have a finished area of not less than twelve hundred (1,200) square feet.

B. Two-story dwellings shall have a finished area of not less than thirteen hundred (1,300) square feet.

C. (1) No building shall be erected on any lot nearer than the building line indicated on the attached plat. That notwithstanding, there shall be (i) a minimum front lot setback of twenty-five (25) feet; (ii) a minimum corner lot sideyard setback of twenty (20) feet from the street right of way line; and (iii) a minimum interior side yard setback of five (5) feet, with a minimum combined interior side yard requirement of fourteen (14) feet.

(2) Although lots in said Addition 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 an 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.

D. In the computation of floor area, the same shall not include any porches, breezeways, or attached or built-in garages.

E. No dwelling structure of any kind may be moved onto any Lot. All exterior painted portions of new dwellings constructed on any Lot shall be painted with one of the colors designated in writing by Declarant as being an acceptable exterior color. All exterior painted portions of dwellings that are repainted shall be re-painted in one of

such colors. All exterior buildings, structures or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.

V. GARAGES AND DRIVEWAYS.

All dwellings shall have a minimum of a two-car attached garage. All dwellings shall have a portland cement concrete driveway not less than twenty (20) feet in width and running from the City street to the garage.

VI. TEMPORARY AND OTHER STRUCTURE CERTAIN USES.

No temporary building or structure shall be built or maintained on any Lot. No camper, motor home, watercraft, trailer, unfinished dwelling basement, tent, shack, garage, or Outbuilding shall be used at any time as a dwelling. No truck with a gross vehicle weight greater than four thousand five hundred (4,500) pounds and no camper, motor home, watercraft, trailer, or mechanical equipment shall be parked or maintained on any Lot (except inside a garage) or on the public street adjacent to any Lot, other than on a temporary basis; provided that this restriction shall not apply to passenger vans or "conversion vans" or to trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on any Lot. Temporary shall mean no more than a total of thirty (30) days per year. At no time shall any vehicle, trailer or camper be parked or maintained in the required yard areas of any Lot. At no time shall a vehicle or any mobile equipment be disassembled, repaired or serviced on any Lot, except inside a garage or dwelling.

VII. FENCES.

No fences or other structures shall be built or maintained within the front building setback areas as shown on the Plat as recorded and no fences shall be built or maintained in front of the front line of the residential dwelling extended to the side Lot lines. Fence material shall be black vinyl chainlink, white vinyl, or stained cedar only. No fence of any kind shall be installed within any access easement, drainage easement, recreational trail easement, if any, along the back property line of a Lot in said subdivision.

VIII. EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat as recorded. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant maintain, keep, and preserve that portion of the easement within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, structure, fence or other improvement of any kind within the easement areas (except customary ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services and drainage facilities within such easements areas. Any berm and/or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed.

IX. NUISANCE.

No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently.

X. SIGNS.

No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except (i) street markers, traffic signs, or any signs installed by the City, by other governmental entities or by the Declarant, (ii) signs which have been approved by Declarant in writing not exceeding one hundred forty four (144) square inches in are on which there shall only be exhibited the street number and/or the name of the resident, and (iii) a customary sign (one per Building Lot) advertising a Building Lot or dwelling for sale, not exceeding one thousand two hundred ninety six (1,296) square inches. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, the agents of the Declarant are hereby given the right to enter upon such Lot and remove such signs.

Declarant reserves the right to install entrance and directional signs with respect to the Plat, at locations and of design determined by the Declarant in a manner consistent with the ordinances of the City.

XI. TRASH RECEPTACLES.

No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling, garage or Outbuilding unless hidden by an attractive screen of suitable height, or unless sunken to ground level, in a hold lined with permanent cribbing. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling, garage or Outbuilding no earlier than twelve (12) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or underground location, or inside a dwelling, garage or Outbuilding, within twelve (12) hours following the scheduled pick up of such trash.

XII. UTILITIES.

All utility connection facilities and services shall be underground.

XIII. FLAGPOLES, TOWERS AND ANTENNAS.

No flagpoles, exterior transmission towers, antennas or television and/or microwave transmission dishes of any kind shall be constructed, installed, modified, or permitted on the ground, on dwellings, on garages or on Outbuildings. Notwithstanding the foregoing, exterior towers, antennas, or television and/or microwave receiver dishes which are designed to receive direct broadcast satellite service, including direct home satellite service, and have a diameter of one (1) meter or less, or which are designed to receive video programming services by a

multipoint distribution service, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and are one (1) meter or less in diameter or diagonal measurement, shall be permitted. No more than one (1) such tower, antenna or television and/or microwave receiver dish shall be permitted on each Lot. No more than one (1) penetration into the dwelling shall be permitted for the cable from such tower, antenna or television and/or microwave receiver dish. No other exterior towers or antennas shall be constructed, installed, modified or permitted on the ground, on dwellings, on garages or on Outbuildings.

XIV. MAILBOXES. 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 curblin 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 shall not be placed between the curb line and the property line abutting the lots.

XV. MAINTENANCE.

The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, weeds and debris and to keep the lawn and landscaping well maintained and healthy, including (but not limited to) maintaining the lawn at a height not to exceed six (6) inches. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the exterior of any dwelling, the driveway, fence, screening and all other improvements.

XVI. CERTAIN ANIMALS PROHIBITED.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than a total of three (3) dogs and/or cats be kept at any one Building Lot at any one time. Dogs must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas, and dog runs, if any, shall be completely screened or otherwise hidden from view from any other Lot and all streets within the Plat.

XVII. ACCESSORY STRUCTURES.

Each Building Lot shall have no more than one (1) customary and traditional accessory structure such as a toll shed, garden house, in-ground swimming pool, tennis court and the like. Any trash receptacle, or tool shed, garden house or other Outbuilding of like nature, shall be properly screened by a privacy fence and/or shrubbery. No above-ground or non permanent swimming pools shall be permitted on any Lot. Swimming pools, tennis courts, Outbuildings and other accessory structures and improvements, including dog kennels and runs, shall not extend farther than the front line of the residential dwelling extended to the side lot lines and shall not be

located within twenty (20) feet of any side or rear Lot line, or the minimum distance established by the zoning ordinance of the City, or the minimum distance as established in the Plat as recorded, whichever is the more restrictive. Permitted Outbuildings or accessory structures shall (i) match the dwelling exterior color and shingles, and (ii) not exceed one hundred and twenty (120) square feet of area.

XVIII. SURFACE WATER.

The topography of the Plat is such that the surface water may flow from certain Building Lots onto other Building Lots. In regard to all matters concerning surface water, each Building Lot shall be subject to an benefited by such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time; and all Owners shall have such rights and obligations with respect thereto as may be provided by such laws.

XIX. ENFORCEMENT OF COVENANTS.

This Declaration shall be deemed to run with the land, and the Declarant or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration to enjoin its violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity, and shall further be entitled to recover reasonable legal fees and costs if the Declarant or Owner prevails in any such action.

XX. AMENDMENTS OF COVENANTS

This Declaration may be amended from time to time with the approval of the Owners. Such approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the Owners. The Owner of each Lot (or the joint Owners of a single Lot in the aggregate) shall be entitled to case one vote on account of each Lot owned. Provided, however, until the Declarant has sold all of the Lots, it may make amendments or modifications to this Declaration without the consent of any other Owners or other party. Such amendments or modifications by the Declarant shall be effective only after all other Owners are provided with a copy of the amendment or modification and the amendment or modification has been filed with the Recorder.

XXI. PERIOD OF COVENANTS.

This Declaration shall continue and remain in full force and effect at all times as to the Plat and as to the Owners of any Lot, regardless of how title was acquired, until the date twenty-one (21) years after the recording of this Declaration, on which date this Declaration shall automatically be extended for two (2) successive periods of five (5) years each, unless on or before the end of the base period, or the first extension period, the Owners of not less than fifty percent (50%) of the Lots, by written instrument duly recorded, declare a termination of the same

XXII. ENFORCEMENT AND WAIVER.

A. In the event that any one or more of the foregoing covenants, conditions or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.

B. The Plat shall also be subject to any and all rights and privileges of the City, now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of the Plat, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the zoning ordinance of the City, the more restrictive shall be binding.

C. This Declaration shall not be applicable to property dedicated to the City, and the City may allow appropriate public use on city-owned property within the Plat.

XXIII. ASSOCIATION.

Each person or entity who is a record owner of a fee or undivided fee interest in any of Lots 1 to 20, inclusive, Greenhill Village Tenth Addition in the City of Cedar Falls, Black Hawk County, Iowa, shall be a member of the Association known as the Greenhill Village Neighborhood Association. This shall not be construed to include persons or entities that hold an interest merely as security for the performance of an obligation. Each owner shall have one (1) voting share for each individual lot owned. Membership 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.

The purpose of the Greenhill Village Neighborhood Association shall be to maintain the common areas, green spaces, and any ponds located within Greenhill Village First Addition, Greenhill Village Second Addition, Greenhill Village Third Addition, Greenhill Village Fourth Addition, Greenhill Village Seventh Addition, Greenhill Village Ninth Addition, Greenhill Village Tenth Addition and any future Greenhill Village subdivisions if so provided by the Restrictions contained in the Deeds of Dedication for such future subdivisions, and such other activities as set forth in the Articles of Incorporation and Bylaws of the Association. Such maintenance shall include but not be limited to, mowing, watering, including upkeep of any underground sprinkler system, snow removal of common areas, and maintenance of entry signs. Initially, the developer, Greenhill Village Residential LLC, shall perform the actual maintenance duties until such time as sufficient lots have been sold to allow transfer of such duties to the Association. Greenhill Village Residential LLC shall convey Lot B, Greenhill Village First Addition in the City of Cedar Falls, Black Hawk County, Iowa to Greenhill Village Neighborhood Association for the use and maintenance of the pond area located on said Lot B.

Annual dues for the Association shall initially be set as \$100.00 per lot per year. The Association shall have the ability and authority to adjust annual dues as it deems appropriate to carry out the maintenance duties described above.

Should the Association fail to maintain the common areas and green spaces of the development as provided herein, including, but limited to, failure to maintain and landscape the entry boulevard, failure to maintain the entry sign or monument, or failure to maintain the pond on Lot B, the City of Cedar Falls may, upon thirty (30) days written notice to such Association, perform the necessary maintenance work, and assess the cost thereof to the Association. If the costs are not paid by the Association within thirty (30) days of the date of the notification thereof by the City to the Association, then the City may levy the costs thereof as assessments against all lots in the subdivision, with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed. The undersigned further authorizes the city clerk to certify such assessments to the Black Hawk County Auditor as assessments to be paid in installments as provided by law.

XXIV. 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:

A. That the streets shown on the attached Plat will be brought to city grade and that the streets will be thirty-one (31) feet, back of curb to back of curb, with approved hard surface pavement in accordance with City of Cedar Falls Standard Specifications. Parking shall be allowed on only one side of each street as determined by the City Engineer.

B. That concrete sidewalks four (4) inches thick will be installed during or immediately after construction of a building on any particular lot. Such sidewalks will be installed on any unsold lots in any event within five (5) years after the date the plat is filed in the office of the Recorder of Black Hawk County, Iowa, and the sidewalks constructed shall be across the full width of the lot and on corner lots and also across the parking and full length of the lot. The balance of the sidewalks will be 5-foot wide, and are to be installed by individual lot owners during or after construction of a building as set forth above. In the event that the sidewalks are not so installed, the City may perform the work and levy the cost thereof under paragraph L. In the event the City is required to construct the sidewalks or trails as permitted in paragraph 10, a lien or liens may only be imposed against the lot which requires city construction and no other lot.

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

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

E. That City water shall be provided and stubbed in to each lot as required by the Cedar Falls Municipal Utilities.

F. That Municipal fire hydrants will be provided as required by the Cedar Falls Public Safety Department.

G. That storm sewer will be provided as required by the City Engineer of the City of Cedar Falls.

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

I. 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.

J. 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:

1. Shall be constructed and installed in a good and workmanlike manner;
2. Shall be free of defects in workmanship or materials;
3. Shall be free of any conditions that could result in structural or other failure of said improvements;
4. 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;
5. 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.

K. 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.

L. 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 Deed of Dedication, was made and entered into the 19th day of May, 2016.

DECLARANT:

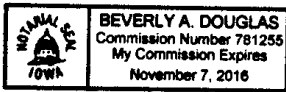
GREENHILL VILLAGE RESIDENTIAL LLC

By: [Signature]
Darryl T. High, Manager

STATE OF IOWA)
) ss.
COUNTY OF LINN)

This record was acknowledged before me on the 19th day of May, 2016, by Darryl T. High, the duly authorized signing Manager of Greenhill Village Residential LLC.

[Signature]
Notary Public in and for the State of Iowa



Prepared by and Return to: Scott M. O'Shea, 1007 Longfellow Drive, Hiawatha, IA 52233, (319) 362-3640

(Space above this line for recording purposes)

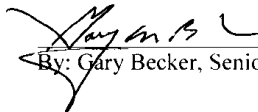
**GREENHILL VILLAGE TENTH ADDITION
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA**

MORTGAGEE'S CERTIFICATE AND CONSENT

KNOWN ALL MEN BY THESE PRESENTS: That Cedar Rapids Bank & Trust Company, Cedar Rapids, Iowa, is the owner of a mortgage, dated July 31, 2014 and filed for record on August 7, 2014 in Doc. No. 2015-02414, in the records of the Black Hawk County, Iowa, Recorder, which Mortgage is a lien upon the real estate being platted as GREENHILL VILLAGE TENTH ADDITION TO THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

Cedar Rapids Bank & Trust Company, as mortgagee, does hereby acknowledge and declare pursuant to Iowa Code Section 354.11 the subdivision to be prepared by its free consent and in accordance with its desires, and does hereby release from the Mortgage its lien against the streets which have been set apart and dedicated to the public and does hereby consent to the filing of the plat.


Cedar Rapids Bank & Trust Company


By: Gary Becker, Senior Vice President

STATE OF IOWA)
) ss
COUNTY OF LINN)

This record was acknowledged before me on the 16th day of May, 2016, by Gary Becker, as Senior Vice President of Cedar Rapids Bank & Trust Company.




Notary Public in and for the State of Iowa

File Number: 2017-00000157 Seq: 14

RESOLUTION NO. 20,070

RESOLUTION APPROVING THE FINAL PLAT OF GREENHILL VILLAGE TENTH ADDITION

WHEREAS, the Planning & Zoning Commission of the City of Cedar Falls, Iowa, did on June 20, 2012, at a regular meeting of the Planning & Zoning Commission, approve the attached final plat, and recommend approval thereof the City Council of the City of Cedar Falls, Iowa.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the attached plat heretofore filed to be known as

**Greenhill Village Tenth Addition,
Cedar Falls, Black Hawk County, Iowa**

is hereby approved and the Mayor and the City Clerk are hereby authorized to provide the developer with the appropriate related documents to be recorded with the County Recorder of Black Hawk County, Iowa.

ADOPTED this 6th day of June 2016.



ATTEST:

Jacqueline Danielsen
Jacqueline Danielsen, CMC
City Clerk

James P. Brown
James P. Brown, Mayor

File Number: 2017-00000157 Seq: 15

TREASURER'S CERTIFICATE

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

I, Rita Schmidt, Treasurer of Black Hawk County, Iowa, hereby certify that the land described as Exhibit "A" attached hereto and made a part of hereof is free from certified taxes and certified special assessments or that the land is free from certified taxes and that the certified special assessments are secured by bond in compliance with Section 354.12 Code of Iowa as shown by Records of this office.

Dated this 5th day of July, 2016.

Rita M. Schmidt
Rita Schmidt
Treasurer of Black Hawk County, Iowa

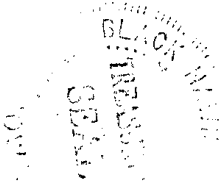


EXHIBIT "A"

LEGAL DESCRIPTION

Parcel "G" of Plat of Survey Doc. #2014-15965 of part of the Southeast Quarter of the Northeast Quarter of Section 26, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa

COUNTY AUDITOR
GRANT VEEDER

HELEN R. STEFFEN - Payroll Real Estate Tax Manager
SUSAN DEATON - Financial System Manager

BLACK HAWK COUNTY
316 E. 5th STREET ROOM 213
WATERLOO, IOWA 50703-4774
gveeder@co.black-hawk.ia.us

Phone (319)833-3002
Fax (319)833-3119
E-mail auditor@co.black-hawk.ia.us

Approval of Subdivision Plat Name by Black Hawk County Auditor

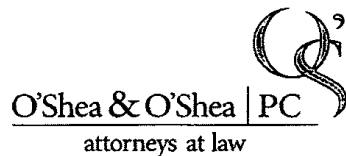
Date: 7/5/16

The Black Hawk County Auditor's Office has reviewed the final plat of following subdivision:
Greenhill Village Tenth Addition in the City of Cedar Falls, Black Hawk County, Iowa.

Pursuant to Iowa Code §354.6(2) and §354.11(6), I approve of the subdivision name or title.

Signed by Helen R. Steffen Systems/Real Estate Tax Mgr.
Grant Veeder, Black Hawk County Auditor





Robert J. O'Shea

Scott M. O'Shea

1007 Longfellow Drive
Hiawatha, IA 52233
319-362-3640 / 319-362-1345 fax
writer's email: soshea@oshealawpc.com

June 28, 2016

Sandie Smith
Black Hawk County Recorder
Black Hawk County Courthouse
Waterloo, Iowa 50703

Greenhill Village Residential LLC
c/o Darryl High
PO Box 11637
Cedar Rapids, IA 52410

Re: *Final Plat Title Opinion; Greenhill Village Tent Addition to Cedar Falls, Black Hawk County, Iowa*

Dear Sir or Madam:

As you have requested, we have examined the abstract of title to the real estate described as follows:

Parcel "G" of Plat of Survey Doc. #2014-15965 of part of the Southeast Quarter of the Northeast Quarter of Section 26, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

The abstract consists of Entries No. 1 through No. 42, and a Tax Entry, all inclusive, and a Certificate immediately following the Tax Entry, and was last certified by Black Hawk County Abstract & Title on June 28, 2016 at 8 a.m.

In our opinion, the abstract shows merchantable title of record to be in:

GREENHILL VILLAGE RESIDENTIAL LLC

pursuant to the Warranty Deed abstracted at Entry No. 39, recorded on August 7, 2014 as Doc. #2015-02413 subject, however, to the following:

File Number: 2017-00000157 Seq: 19

1. The above described real estate is free and clear of all liens and mortgages except as hereinafter shown.

2. **Mortgage.** Entry No. 41 of the abstract shows a mortgage from the titleholders to Cedar Rapids Bank & Trust Company in the amount of \$520,000.00, securing credit in the amount of \$770,000.00. The mortgage is dated July 31, 2014, and was recorded on August 7, 2014, recorded as Document #2015-02414 in the records of the Black Hawk County, Iowa, Recorder. The mortgage contains a due on transfer clause and provisions affecting the rights of the parties, with no stated maturity date. This mortgage is a first lien upon the property under examination until satisfied and released of record.

3. **Resolution.** Entry No. 26 of the abstract shows Resolution No. 11,391 dated April 13, 1998, and was recorded April 30, 1998, in Book 329, Page 890 in the records of the Black Hawk County, Iowa, Recorder. The Resolution states that the Cedar Falls Planning and Zoning Commission have approved a Mixed Use Residential District development site plan and Master Plan Design Guidelines for property containing approximately 130 acres in the vicinity of Greenhill Road and Hudson Road, Cedar Falls, Iowa. The Resolution affects the property under examination.

4. **Easement.** Entry No. 25 of the abstract shows an Easement dated July 20, 2000 and filed for record on February 2, 2001, in Book 15, Page 393 of the records of the Black Hawk County, Iowa, Recorder. The easement runs with the land, may affect the property under examination, and is binding on the owners of the property. Said permanent non-exclusive easement runs over and upon a 25 foot wide strip of Spensleys' property in the Northwest Quarter of the property. Entry No. 18 and No. 24 are duplicate easements. Entry No. 18 and No. 24 are duplicate easements.

5. **Easement.** Entry No. 35 of the abstract shows a Permanent Easement dated February 1, 2012 and filed for record on February 17, 2012, as Doc. #2012-15236 of the records of the Black Hawk County, Iowa, Recorder. The easement runs with the land, may affect the property under examination, and is binding on the owners of the property. Said permanent easement runs over and upon a 40 foot wide easement outside the recreational trail for purposes of construction, reconstruction, replacement, operation, maintenance and repair of a recreational trail.

6. **Plat of Survey.** Entry No. 37 of the abstract reflects the Plat of Survey recorded on March 4, 2014 as Doc. #2014-15965 for the property under examination. There may be a utility easement that affects the property under examination. The Plat limits and defines the boundaries of the real estate, and any easements, setbacks, and restrictive covenants set forth on the Plat would affect the real estate. You are required to take notice of these limitations and restrictions.

You should determine to your own satisfaction exactly where the boundaries are to the property you are purchasing as these may vary somewhat from the actual survey lines due to adverse possession, acquiescence or boundary line disputes throughout the years. Please make sure the property you are purchasing is the same as shown by the Plat.

7. **Plat of Survey.** Entry No. 23 of the abstract reflects the Plat of Survey for part of the Northeast Quarter of Section 26 Township 89 North Range 14 West of the 5th P.M., in Black Hawk County, Iowa, recorded on December 21, 1999 recorded as Book 336, Page 666. In addition, Entry No. 33 of the abstract reflects the Plat of Survey of Parcel "E" in Black Hawk County, Iowa, recorded on August 16, 2012, recorded as Doc. #2013-03321. There may be a utility easement that affects the property under examination. The Plat limits and defines the boundaries of the real estate, and any

easements, setbacks, and restrictive covenants set forth on the Plat would affect the real estate. You are required to take notice of these limitations and restrictions.

You should determine to your own satisfaction exactly where the boundaries are to the property you are purchasing as these may vary somewhat from the actual survey lines due to adverse possession, acquiescence or boundary line disputes throughout the years. Please make sure the property you are purchasing is the same as shown by the Plat.

8. **Zoning.** The property under examination is subject to the laws, rules, regulations and zones imposed by various governmental authorities having jurisdiction. You should familiarize yourself with these as they may affect your intended use of the property.

9. **Taxes.** The real estate taxes for fiscal year 2014-2015 are \$960.00 with the first installment paid in full and the second installment paid in full. All previous general taxes are paid in full. Real estate taxes and personal taxes assessed as real estate or taxes on leased equipment, if any, are liens upon the property under examination and should be paid as they come due.

10. There are new requirements for sale transactions of real property that includes a building served by a private sewage disposal system. Before a deed of such real property dated on or after July 1, 2009 can be recorded, it must be accompanied by a Certified Inspectors Report documenting the condition of the septic system. For further details, please refer to 'Time of Transfer' requirements of 2008 Iowa Acts Chapter 1033 (as amended by 2009 Senate File 467).

11. This title opinion is based upon the examination of an abstract of title prepared in substantial accordance with the Iowa Title Standards of the Iowa Bar Association and the abstracting standards of the Iowa Land Title Association and is certified through the date noted above.

12. The property under examination is subject to any limitations imposed upon the property in the event it lies within a flood plain, and by the laws, rules, regulations, and zones imposed by governmental authorities having jurisdiction (including rules and regulations governing private sewage disposal systems, plats and lot sizes). The property is also subject to public highways. You should determine whether the intended use of the real estate complies with any and all applicable zoning ordinances before closing. Delinquent sewer, water, garbage, or collection fees may be assessed against the real estate. Assessments are liens against the property and you should determine from local governmental authorities whether all fees have been paid.

13. The abstract that we have examined for you is an abstract of public records of Black Hawk County, Iowa, affecting title to the above-described property. There may be other matters affecting title which are not a matter of public record which can only be determined by further inquiry and investigation, including rights of parties in possession; facts that would be disclosed by an accurate survey; mechanic's liens for labor performed or materials furnished for repairs or improvements to the property not shown of record; location of boundary lines; taxes or special assessments for recent improvements not yet shown as liens by the public records; pending marriage dissolution proceedings; easements, or claims of easements, which exist by virtue of usage; the presence of solid waste, radioactive waste, pollutants, above or below ground storage tanks, drainage wells, water wells, landfill sites, hazardous waste or hazardous substances, including those substances defined to be hazardous in 42 USC Section 9601(14) and Chapter 455B, Code of Iowa (2010); rights under Federal bankruptcy law of any party in the chain of title, whether its successors or assigns, to avoid any deed or conveyance; and any other matters that would be determined only by further investigation.

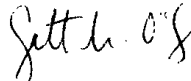
14. You should make note of the possibility of control of access to the abutting streets and highways as it may affect the use of the property. In addition, note the possibility of regulations concerning the property's use by reason of its location within a flood plain, if that be the case, as the same would not necessarily appear in the abstract.

15. In issuing this opinion, we pass only on title as shown in the above-described abstract and make no report as to the location of boundary lines or as to defects of title, if any, which may be disclosed by an accurate survey, or as to easements which may exist by virtue of usage as the same do not appear therein. Further, this opinion is made expressly as of the date of the last certificate. The title should be examined from the date and hour of the last certificate, to the date and hour of closing and, if applicable, a Special Certificate should be obtained on the prospective Borrowers.

16. This title opinion is given only to the party to whom it is addressed and should not be relied upon by any party to whom it is not addressed. Our objections and exceptions are made only when we consider what irregularities or defects in the title that can reasonably be expected to expose you to the hazard of adverse claim or litigation. The hazard of such claim or litigation must be reasonably probable in order to render the title to land unmarketable; the mere possibility that there may be litigation or adverse claims with respect to the title is not sufficient to render it unmarketable.

Respectfully submitted,

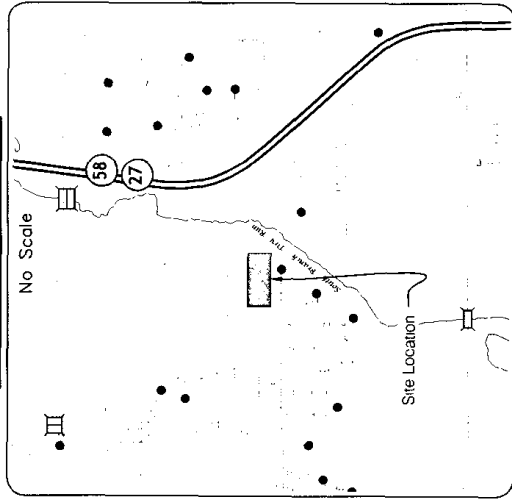
O'SHEA & O'SHEA, PC



Scott M. O'Shea
Attorney at Law
Title Guaranty Member No. 10160

SMO/lp

LOCATION MAP



FEMA SFHA Note:
 Graphical depiction of Zone A - Special Flood Hazard Area (SFHA) having a 1-percent chance of flooding in any given year (base flood).
 Panel 1901300277F, effective date 7/18/2011
 FEMA LOMR-F Case No.: 06-07-0272A established Base Flood Elevation (BFE) 01/10/2006 as Elevation 901.0' (NAVD88)
 FEMA Re-validated that the BFE = 901.0' (NAVD88) 07/19/2011

BM "A" Top of NW Bolt on Fire Hydrant. Elevation = 910.75 (NAVD88)
BM "B" Top of NW Bolt on Fire Hydrant. Elevation = 919.40 (NAVD88)

Legal Description:
 Parcel "G" of Plat of Survey Doc. #2014-15985 of part of the Southeast Quarter of the Northeast Quarter of Section 26, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa.
 Total Area = 6.236 Acres

General Note:
 Tract "A" is dedicated to the City of Cedar Falls as City Streets Rights-of-Way

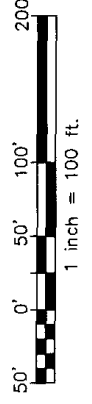
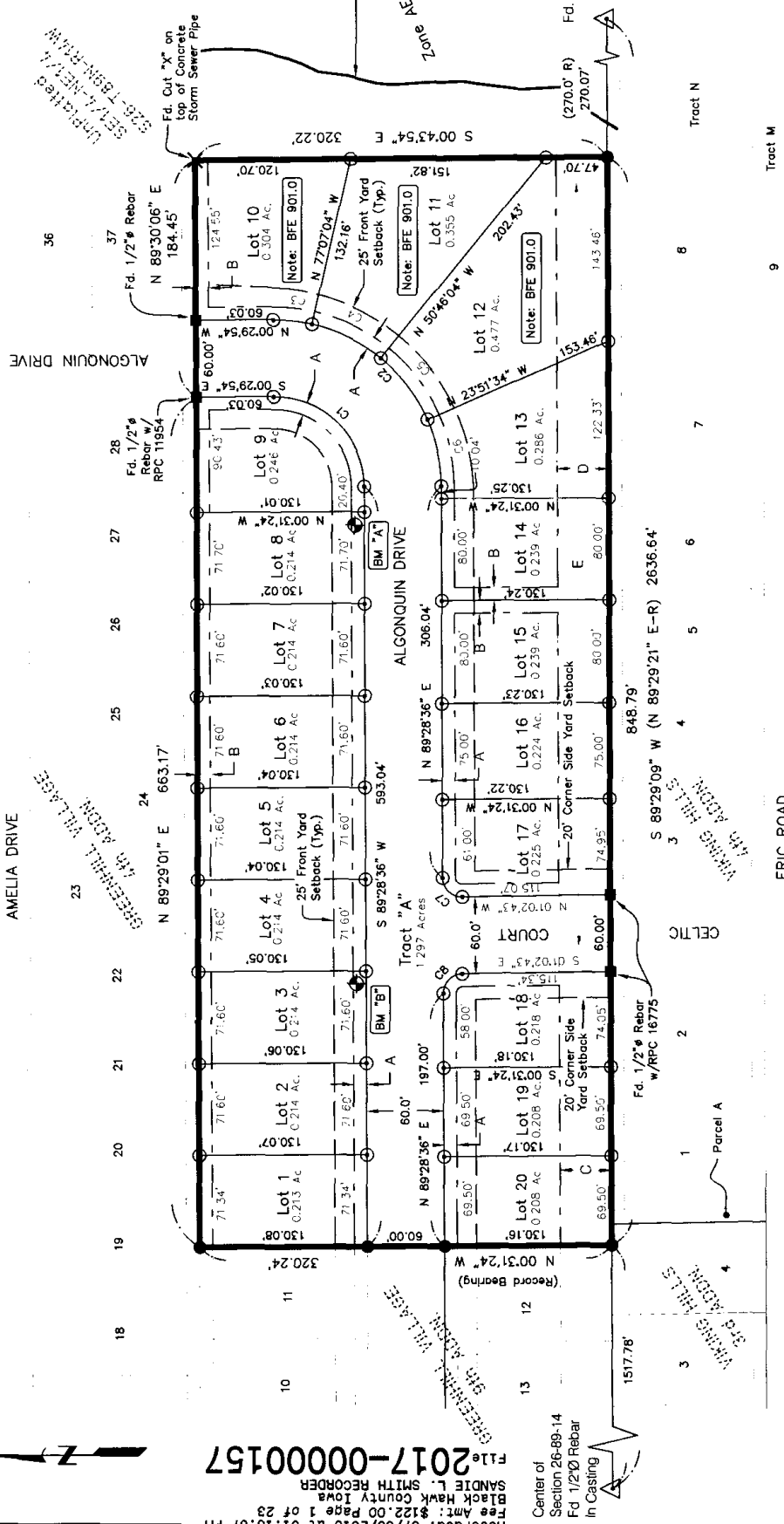
Easement Notes

- A 10 Utility Easement
- B 10 Drainage & Storm Sewer Easement
- C 40 Drainage, Storm Sewer, Utility & Recreational Trail Easement
- D 40 Drainage, Storm Sewer, Utility & Recreational Trail Easement
- E Existing 40-Foot Wide Permanent Easement for Recreational Trail, recorded 02/17/2012, as File Number 2012-00015236, in the Black Hawk County Recorder's office.

Casady Engineering, LLC
 1355 Robins Road - Hawatha, IA 52233 - Phone: (319) 2-13-2532
 civil engineering & land surveying

Drawn By: gic Date: October 22, 2015
 Field Book: CR-3 Pages: 43-45
 Project No. 1230091S Sheet P1

FINAL PLAT
 GREENHILL VILLAGE TENTH ADDITION
 TO THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA



Survey was completed on October 22, 2015.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa. The unadjusted error of closure does not exceed 1:10,000 for the subdivision boundary and does not exceed 1:5,000 for any individual lot.

Gary L. Casady 2-8-16
 Date
 Gary L. Casady, P.E. & P.L.S.
 License Number 12532
 My license renewal date is December 31, 2016.
 Sheets covered by this seal: Sheet P1

PARCEL CURVE DATA							
CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING		
C1	89°58'31"	70.00	109.93	98.97	S44°29'21"W		
C2	89°58'31"	130.00	204.15	183.81	N44°29'21"E		
C3	13°22'50"	130.00	30.36	30.29	N6°11'31"E		
C4	26°21'00"	130.00	59.79	59.26	N26°03'26"E		
C5	26°54'30"	130.00	61.05	60.49	N52°41'11"E		
C6	23°20'10"	130.00	52.95	52.58	N77°48'31"E		
C7	90°31'20"	15.00	23.70	21.31	N44°12'37"E		
C8	89°28'40"	15.00	23.43	21.12	S45°47'03"E		

LEGEND

- Section Corner.....▲
- Recorded as.....R
- Fd. 1/2" Dia. Rebar w/OPC No. 12532.....●
- Fd. Survey Marker as Labeled.....■
- Set 1/2" Rebar w/OPC PLS 12532.....⊙
- Survey Boundary.....—
- Easement.....—
- Orange Plastic Cap.....OPC
- Red Plastic Cap.....RPC
- Bench Mark.....●

Prepared by:
 Greenhill Village Residential LLC
 Casady Engineering, LLC
 1355 Robins Rd.
 Hawatha, IA 52402

Owner & Developer:
 Greenhill Village Residential LLC

Requested By:
 Darryl T. High, Member

File Number: 2017-00000157

Building Setback Minimum Requirements
 Front Yard: 25
 Corner Side Yard: 20
 Side Yard: 5 minimum, with a combined minimum of 14

Doc ID: 007070910023 Type: GEN
 Recorded: 07/05/2016 at 01:18:07 PM
 Fee Amt: \$122.00 Page 1 of 23
 Black Hawk County Iowa
 SANDIE L. SMITH RECORDER
 File # 2017-00000157