

Greenhill Village Third Addition

Filed July 28 2005

Doc. #2006-02617

DEED OF DEDICATION by Plattor states that it is desirous of setting and platting into lots and streets the land described in the foregoing Surveyor's Certificate, designates and sets apart the said premises to be known as GREENHILL VILLAGE THIRD ADDITION IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, all of which is with Plattor's free consent and desire, and designates and sets apart for public use the streets and avenues as shown upon the attached plat.

EASEMENTS

Plattor 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 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

Plattor covenants and agrees for itself and its successors and assigns that each and all of the residential lots in said subdivision, except Lot 10, 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 Plattor 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:

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 Lot A, and Lots 1 to 10, inclusive, Greenhill Village Second 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, and for purposes of these Restrictions only Lots 1 to 9, inclusive, and not Lot 10.

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. Lot 10, shall be submitted to a condominium regime pursuant to Iowa Code Chapter 499B and governed by the condominium regime recorded declaration.

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 Certainteed 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 1,200 square feet.

B. Two-story dwellings shall have a finished area of not less than 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 25 feet, (ii) a minimum corner lot sideyard setback of 20 feet from the street right of way line; and (iii) a minimum interior side yard setback of 5 feet, with a minimum combined interior side yard requirement of 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.

C. 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 buildings, structures or improvements of any kind must be completed within 12 months of the commencement date of construction

IV. 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 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 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 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 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 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. NUISANCES.

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 on 144 square inches in area 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 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 hole 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 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 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 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 1 meter or less in diameter or diagonal measurement, shall be permitted. No more than 1 such tower, antenna or television and/or microwave receiver dish shall be permitted on each Lot. No more than 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. 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 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.

XV. 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 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.

XVI. ACCESSORY STRUCTURES.

Each Building Lot shall have no more than 1 customary and traditional accessory structure such as a tool 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 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 120 square feet of area.

XVII. SURFACE WATER.

The topography of the Plat is such that 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 and 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.

XVIII. 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.

XIX. 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 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 cast 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.

XX. 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 21 years after the recording of this Declaration, on which date this Declaration shall automatically be extended for 2 successive periods of 5 years each, unless on or before the end of the base period, or the first extension period, the Owners of not less than 50% of the Lots, by written instrument duly recorded, declare a termination of the same.

XXI. 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.

A. 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.

XXII. ASSOCIATION.

Each person or entity who is a record owner of a fee or undivided fee interest in any of Lots 1 to 9, inclusive, and not Lot 10, shall be a member of the Association to be known as the Greenhill Village Third Addition Neighborhood Association. This shall not be construed to include persons or entities who hold an interest merely as security for the performance of an obligation. Each owner shall have 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 Third Addition Neighborhood Association shall be to maintain the common area and green spaces of the development 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.

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 not limited to, failure to maintain and landscape the entry boulevard, or failure to maintain the entry sign or monument, the City of Cedar Falls may, upon 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 30 days of the date of notification thereof by the City to the Association, then the City may levy the cost 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 Plator 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.

XXIII. PERFORMANCE REQUIREMENTS.

Plator agrees:

A. That the streets shown on the attached Plat will be brought to city grade and that the streets will be 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 sanitary sewer, together with the 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 Municipal utilities.

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

F. That storm sewer will be provided as specified by the City Engineer.

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

H. That a 4-foot wide concrete sidewalk 4 inches thick and a concrete surface or hard surface entrance will be installed during or immediately after the construction of the residence on any particular lot and that the sidewalk be across the full width of the lot and on corner lots also, across the parking and full length of the lot. Any lots remaining vacant for 5 years after the date of final approval of the plat

shall also be improved with sidewalks as soon as the construction season permits.

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 Plator, it's grantees and assigns fail to complete said work and improvements called for herein within 1 year 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 Plator, for itself and successors, grantees and assigns, waives 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 respective lots.

J. That the City may perform said work, levy the cost thereof as assessments, and the Plator 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 authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.

INDEXED BLACK HAWK COUNTY, IOWA:SS FEE BOOK # 2006 7700
 MARGINED PROOF FILED FOR RECORD SEP 20 2005 AT 4:00 P.M. FEE 1-5.00-1.00Z
 COMPARED *[Signature]* BLACK HAWK COUNTY RECORDER

BLACK HAWK COUNTY ABSTRACT COMPANY

Prepared by and
 Return to: William J. Nepl of Bradley & Riley PC, P.O. Box 2804, Cedar Rapids, IA 52406-2804 (319) 363-0101
 (Space above this line for recording purposes)

AFFIDAVIT

RE: GREENHILL VILLAGE THIRD ADDITION IN THE CITY OF CEDAR FALLS,
BLACK HAWK COUNTY, IOWA

STATE OF IOWA)
) ss.
 COUNTY OF LINN)

The undersigned being first duly sworn upon oath does depose and state as follows:

1. The undersigned is a licensed attorney in the State of Iowa, has personal knowledge of the facts stated herein and prepared that certain Deed of Dedication of Greenhill Village Third Addition in the City of Cedar Falls, Black Hawk County, Iowa, which was recorded in the Black Hawk County Recorder's Office on July 28, 2005, as part of the platting documents for said subdivision beginning at Plat Book 27, page 234. In Article I, subparagraph A of the Deed of Dedication the term "Plat" was defined, incorrectly referenced the "Second" Addition, and should have referenced the "Third" Addition in the City of Cedar Falls, Black Hawk County, Iowa.

2. This Affidavit is prepared and recorded to clarify and explain the scrivener's error in Article I. DEFINITIONS. Subparagraph A.

FURTHER AFFIANT SAYETH NOT.

[Signature]
 WILLIAM J. NEPL

This instrument was subscribed and sworn to before me on this 19th day of September, 2005, by WILLIAM J. NEPL.



[Signature]
 Sally J. Kane Notary Public