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 Johnson County Iowa
 Kim Painter County Recorder
BK4851 PG276-278

Prepared by: Douglas D. Ruppert, 122 South Linn Street, Iowa City, IA 52240, (319) 338-9222
 Return to: Douglas D. Ruppert, 122 South Linn Street, Iowa City IA 52240

**AMENDMENT TO
 PROTECTIVE COVENANTS AND RESTRICTIONS OF
 CEDAR SPRINGS - PART SEVEN,
 CEDAR SPRINGS - PART EIGHT AND
 CEDAR SPRINGS - PART NINE
 TO NORTH LIBERTY, IOWA**

COMES NOW, Cedar Springs Partners, L.L.C., an Iowa Limited Liability Company, who, pursuant to paragraph C.4.(c) of the Protective Covenants and Restrictions of Cedar Springs - Part Seven, Cedar Springs - Part Eight and Cedar Springs - Part Nine to North Liberty, Iowa, recorded November 8, 2007 in Book 4234, Page 276, Miscellaneous Records of Johnson County, Iowa, hereby amends said Protective Covenants and Restrictions as follows:

1. Section B, Cedar Springs Homeowners Association, Inc., paragraph 3, is deleted in its entirety and replaced with the following paragraph:

3. Within Cedar Springs - Part Seven, Cedar Springs - Part Eight and Cedar Springs - Part Nine, Cedar Springs has constructed privately owned sanitary sewer lift stations and force mains. These improvements include, but are not limited to, pumps, electrical, controllers, piping, valves, lift stations, force mains, emergency response dialers, warning lights and other apparatus associated with the sanitary sewer lift station system (hereinafter collectively referred to as "system improvements"). Cedar Springs will transfer the ownership of these system improvements to the Association. Thereafter, the responsibility for

the ongoing costs and expenses for the maintenance, repair and replacement of the system improvements shall be the responsibility of and separately assessed by the Association to those members of the Association who own a lot, lots or a parcel established by a subdivision or zero lot line split of a lot in Cedar Springs - Part Seven, Cedar Springs - Part Eight and Cedar Springs - Part Nine on an equal pro rata basis. The maintenance, repair and operation of these improvements shall be in accordance with all requirements of the Iowa Department of Natural Resources and applicable state laws and county and city ordinances. The City shall not have any responsibility for responding to emergency or other situations arising from problems in the design, construction, operation, maintenance or repair of these system improvements. The Association shall obtain the necessary permits and other approvals from the City when repairs or maintenance require work within the City right-of-way. Any infrastructure damaged or removed resulting from the repair or maintenance work shall be replaced to its original conditions, including but not limited to, pavement, sidewalk, signage, grading and seeding.

2. Other than as amended herein, the remaining terms and provisions of the Protective Covenants and Restrictions recorded November 8, 2007 in Book 4234, Pages 276-283, Miscellaneous Records of Johnson County, Iowa, remain unchanged and in full force and effect.

Dated this 27 day of December, 2011.

CEDAR SPRINGS PARTNERS, L.L.C.

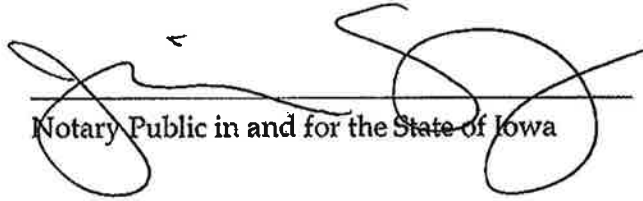
By: 

Michael T. Evans, General Manager

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on December 27, 2011, by Michael T. Evans, as General Manager of Cedar Springs Partners, L.L.C.





Notary Public in and for the State of Iowa

