

36853



Doc ID: 021907480025 Type: GEN
Kind: SUBDIVISION
Recorded: 07/28/2010 at 02:55:31 PM
Fee Amt: \$129.00 Page 1 of 25
Johnson County Iowa
Kim Painter County Recorder

Resolution No. 10-96

BK **4627** PG **319-343**

RESOLUTION APPROVING THE FINAL PLAT OF CEDAR SPRINGS, PART 11, NORTH LIBERTY, IOWA.

WHEREAS, the owner and developer, Cedar Springs Partners, has filed with the City Clerk a final plat for the property described in Exhibit A, which is attached hereto and made a part hereof, and

WHEREAS, said real estate is owned by the above-named party and the subdivision is being made with the free consent and in accordance with the desires of the owner, and

WHEREAS, said final plat has been examined by the North Liberty Planning and Zoning Commission, which did recommend that the final plat of property described as Cedar Springs, Part 11 be accepted and approved with no conditions, and

WHEREAS, said final plat is found to conform with Chapter 354 of the Code of Iowa and ordinances of the City of North Liberty, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of North Liberty, Iowa, does hereby approve the final plat of Cedar Springs, Part 11, including such modifications, variances and waivers from the general requirements of the Municipal Code of North Liberty as shown on the final plat.

Passed and approved this 13th day of July, 2010.

CITY OF NORTH LIBERTY, IOWA

BY: Thomas A Salm
Thomas A. Salm, Mayor

SEAL

ATTEST: Tracey Mulcahey
Tracey Mulcahey, City Clerk

See Plat Book 55 Page 58

CERTIFICATE OF COUNTY TREASURER

CEDAR SPRINGS - PART ELEVEN, NORTH LIBERTY, IOWA

I, the undersigned, Treasurer of Johnson County, Iowa, or deputy thereof, hereby certify that the following described property, shown on the attached plat and known and designated as Cedar Springs - Part Eleven, North Liberty, Iowa, is free from taxes or special assessments in the office of the Treasurer of Johnson County, Iowa:

Commencing at the Southeast Corner of the Southeast Quarter of the Southeast Quarter of Section 1, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa; Thence N89°42'51"W, along the South Line of Said Southeast Quarter, 170.27 feet, to the Southeast Corner of Cedar Springs - Part Five, in accordance with the Plat thereof Recorded in Plat Book 51, at Page 106 of the Records of the Johnson County Recorder's Office; Thence N00°17'09"E, along the Easterly Line of said Cedar Springs - Part Five, a distance of 136.11 feet; Thence Northeasterly, 24.93 feet, along said Easterly Line on a 180.00 foot radius curve, concave Northwesterly, whose 24.91 foot chord bears N71°20'50"E; Thence N67°22'48"E, along said Easterly Line, 130.50 feet; Thence N22°37'12"W, along said Easterly Line, 60.00 feet; Thence Northwesterly, 39.27 feet, along said Easterly Line on a 25.00 foot radius curve, concave Northeasterly, whose 35.36 foot chord bears N67°37'12"W; Thence N22°37'12"W, along said Easterly Line, 113.49 feet; Thence Northwesterly, 148.31 feet, along said Easterly Line on a 780.00 foot radius curve, concave Southwesterly, whose 148.09 foot chord bears N28°04'01"W; Thence N33°30'51"W, along said Easterly Line, 113.04 feet, to a Point on the Southerly Line of Cedar Springs Part Three, in accordance with the Plat thereof Recorded in Plat Book 49, at Page 59, of the Records of the Johnson County Recorder's Office; Thence N56°29'09"E, along said Southerly Line, 135.00 feet, to the Point of Beginning; Thence continuing N56°29'09"E, along said Southerly Line, 128.45 feet; Thence Southeasterly, 156.02 feet, along said Southerly Line on a 308.00 foot radius curve, concave Northeasterly, whose 154.36 foot chord bears S81°31'41"E; Thence N83°57'37"E, along said Southerly Line, 104.24 feet; Thence Southeasterly, 272.65 feet, along said Southerly Line on a 217.00

foot radius curve, concave Southwesterly. whose 255.07 foot chord bears S60°02'40"E; Thence S24°02'57"E, along said Southerly Line, 16.30 feet; Thence Southwesterly, 187.07 feet, along said Southerly Line on a 264.50 foot radius curve, concave Northwesterly, whose 183.20 foot chord bears S03°47'15"E; Thence N89°59'56"W, 430.99 feet; Thence N31°26'58"W, 90.33 feet; Thence N33°30'51"W, 226.48 feet, to the Point of Beginning. Said tract of land contains 3.68 acres, and is subject to easements and restrictions of record.

Dated at Iowa City, Iowa, this 28 day of July, 2010.

Thomas L. Kriz By Betty Sand
Thomas L. Kriz, Treasurer of Johnson County, Iowa

Parcel Nos.:

0601476005
0706351005

SEAL

CERTIFICATE OF COUNTY AUDITOR

CEDAR SPRINGS - PART ELEVEN, NORTH LIBERTY, IOWA

I, Tom Slockett, the Johnson County Auditor, hereby approve of **Cedar Springs - Part Eleven, North Liberty, Iowa**, as a succinct and unique name for the subdivision containing the following described real estate located in Johnson County, Iowa:

Commencing at the Southeast Corner of the Southeast Quarter of the Southeast Quarter of Section 1, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa; Thence $N89^{\circ}42'51''W$, along the South Line of Said Southeast Quarter, 170.27 feet, to the Southeast Corner of Cedar Springs - Part Five, in accordance with the Plat thereof Recorded in Plat Book 51, at Page 106 of the Records of the Johnson County Recorder's Office; Thence $N00^{\circ}17'09''E$, along the Easterly Line of said Cedar Springs - Part Five, a distance of 136.11 feet; Thence Northeasterly, 24.93 feet, along said Easterly Line on a 180.00 foot radius curve, concave Northwesterly, whose 24.91 foot chord bears $N71^{\circ}20'50''E$; Thence $N67^{\circ}22'48''E$, along said Easterly Line, 130.50 feet; Thence $N22^{\circ}37'12''W$, along said Easterly Line, 60.00 feet; Thence Northwesterly, 39.27 feet, along said Easterly Line on a 25.00 foot radius curve, concave Northeasterly, whose 35.36 foot chord bears $N67^{\circ}37'12''W$; Thence $N22^{\circ}37'12''W$, along said Easterly Line, 113.49 feet; Thence Northwesterly, 148.31 feet, along said Easterly Line on a 780.00 foot radius curve, concave Southwesterly, whose 148.09 foot chord bears $N28^{\circ}04'01''W$; Thence $N33^{\circ}30'51''W$, along said Easterly Line, 113.04 feet, to a Point on the Southerly Line of Cedar Springs Part Three, in accordance with the Plat thereof Recorded in Plat Book 49, at Page 59, of the Records of the Johnson County Recorder's Office; Thence $N56^{\circ}29'09''E$, along said Southerly Line, 135.00 feet, to the Point of Beginning; Thence continuing $N56^{\circ}29'09''E$, along said Southerly Line, 128.45 feet; Thence Southeasterly, 156.02 feet, along said Southerly Line on a 308.00 foot radius curve, concave Northeasterly, whose 154.36 foot chord bears $S81^{\circ}31'41''E$; Thence $N83^{\circ}57'37''E$, along said Southerly Line, 104.24 feet; Thence Southeasterly, 272.65 feet, along said Southerly Line on a 217.00 foot radius curve, concave Southwesterly, whose 255.07 foot chord bears

S60°02'40"E; Thence S24°02'57"E, along said Southerly Line, 16.30 feet; Thence Southwesterly, 187.07 feet, along said Southerly Line on a 264.50 foot radius curve, concave Northwesterly, whose 183.20 foot chord bears S03°47'15"E; Thence N89°59'56"W, 430.99 feet; Thence N31°26'58"W, 90.33 feet; Thence N33°30'51"W, 226.48 feet, to the Point of Beginning. Said tract of land contains 3.68 acres, and is subject to easements and restrictions of record.


Tom Slockett, Johnson County Auditor

July 28, 2010
Date

SEAL

OPINION OF ATTORNEY

CEDAR SPRINGS - PART ELEVEN, NORTH LIBERTY, IOWA

I, Douglas D. Ruppert, a regular practicing attorney in Iowa City, Johnson County, Iowa, do hereby certify that I have examined an Abstract of Title to the following described real estate, to wit:

Commencing at the Southeast Corner of the Southeast Quarter of the Southeast Quarter of Section 1, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa; Thence $N89^{\circ}42'51''W$, along the South Line of Said Southeast Quarter, 170.27 feet, to the Southeast Corner of Cedar Springs - Part Five, in accordance with the Plat thereof Recorded in Plat Book 51, at Page 106 of the Records of the Johnson County Recorder's Office; Thence $N00^{\circ}17'09''E$, along the Easterly Line of said Cedar Springs - Part Five, a distance of 136.11 feet; Thence Northeasterly, 24.93 feet, along said Easterly Line on a 180.00 foot radius curve, concave Northwesterly, whose 24.91 foot chord bears $N71^{\circ}20'50''E$; Thence $N67^{\circ}22'48''E$, along said Easterly Line, 130.50 feet; Thence $N22^{\circ}37'12''W$, along said Easterly Line, 60.00 feet; Thence Northwesterly, 39.27 feet, along said Easterly Line on a 25.00 foot radius curve, concave Northeasterly, whose 35.36 foot chord bears $N67^{\circ}37'12''W$; Thence $N22^{\circ}37'12''W$, along said Easterly Line, 113.49 feet; Thence Northwesterly, 148.31 feet, along said Easterly Line on a 780.00 foot radius curve, concave Southwesterly, whose 148.09 foot chord bears $N28^{\circ}04'01''W$; Thence $N33^{\circ}30'51''W$, along said Easterly Line, 113.04 feet, to a Point on the Southerly Line of Cedar Springs Part Three, in accordance with the Plat thereof Recorded in Plat Book 49, at Page 59, of the Records of the Johnson County Recorder's Office; Thence $N56^{\circ}29'09''E$, along said Southerly Line, 135.00 feet, to the Point of Beginning; Thence continuing $N56^{\circ}29'09''E$, along said Southerly Line, 128.45 feet; Thence Southeasterly, 156.02 feet, along said Southerly Line on a 308.00 foot radius curve, concave Northeasterly, whose 154.36 foot chord bears $S81^{\circ}31'41''E$; Thence $N83^{\circ}57'37''E$, along said Southerly Line, 104.24 feet; Thence Southeasterly, 272.65 feet, along said Southerly Line on a 217.00 foot radius curve, concave Southwesterly, whose 255.07 foot chord bears

S60°02'40"E; Thence S24°02'57"E, along said Southerly Line, 16.30 feet; Thence Southwesterly, 187.07 feet, along said Southerly Line on a 264.50 foot radius curve, concave Northwesterly, whose 183.20 foot chord bears S03°47'15"E; Thence N89°59'56"W, 430.99 feet; Thence N31°26'58"W, 90.33 feet; Thence N33°30'51"W, 226.48 feet, to the Point of Beginning. Said tract of land contains 3.68 acres, and is subject to easements and restrictions of record.

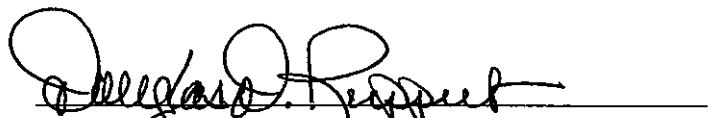
It is hereby certified that fee simple title to said property is in Cedar Springs Partners, LLC and is free and clear from all liens and encumbrances, except for the following mortgage liens:

A. Mortgage dated February 28, 2006 and recorded March 3, 2006 in Book 3996, Page 592, Records of the Recorder of Johnson County, Iowa; and

B. Mortgage dated September 28, 2006 and recorded October 12, 2006 in Book 4092, Page 34, Records of the Recorder of Johnson County, Iowa; and

C. Mortgage dated February 17, 2010 and recorded March 1, 2010 in Book 4560, Page 677, Records of the Recorder of Johnson County, Iowa.

Dated at Iowa City, Iowa, this 27th day of July, 2010.


Douglas D. Ruppert
MEARDON, SUEPPEL & DOWNER P.L.C.
122 South Linn Street
Iowa City, IA 52240

CONSENT OF MORTGAGEE TO SUBDIVISION

CEDAR SPRINGS - PART ELEVEN, NORTH LIBERTY, IOWA

The undersigned, University of Iowa Community Credit Union, is the Mortgagee of two Mortgages from Cedar Springs Partners, LLC described as follows:

A. Mortgage dated February 28, 2006 and recorded March 3, 2006 in Book 3996, Page 592, Records of the Recorder of Johnson County, Iowa; and

B. Mortgage dated September 28, 2006 and recorded October 12, 2006 in Book 4092, Page 34, Records of the Recorder of Johnson County, Iowa; and

C. Mortgage dated February 17, 2010 and recorded March 1, 2010 in Book 4560, Page 677, Records of the Recorder of Johnson County, Iowa.

Said Mortgages encumber property designated as Cedar Springs - Part Eleven, North Liberty, Iowa, and legally described as:

Commencing at the Southeast Corner of the Southeast Quarter of the Southeast Quarter of Section 1, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa; Thence N89°42'51"W, along the South Line of Said Southeast Quarter, 170.27 feet, to the Southeast Corner of Cedar Springs - Part Five, in accordance with the Plat thereof Recorded in Plat Book 51, at Page 106 of the Records of the Johnson County Recorder's Office; Thence N00°17'09"E, along the Easterly Line of said Cedar Springs - Part Five, a distance of 136.11 feet; Thence Northeasterly, 24.93 feet, along said Easterly Line on a 180.00 foot radius curve, concave Northwesterly, whose 24.91 foot chord bears N71°20'50"E; Thence N67°22'48"E, along said Easterly Line, 130.50 feet; Thence N22°37'12"W, along said Easterly Line, 60.00 feet; Thence Northwesterly, 39.27 feet, along said Easterly Line on a 25.00 foot radius curve, concave Northeasterly, whose 35.36 foot chord bears N67°37'12"W;

Thence N22°37'12"W, along said Easterly Line, 113.49 feet; Thence Northwesterly, 148.31 feet, along said Easterly Line on a 780.00 foot radius curve, concave Southwesterly, whose 148.09 foot chord bears N28°04'01"W; Thence N33°30'51"W, along said Easterly Line, 113.04 feet, to a Point on the Southerly Line of Cedar Springs Part Three, in accordance with the Plat thereof Recorded in Plat Book 49, at Page 59, of the Records of the Johnson County Recorder's Office; Thence N56°29'09"E, along said Southerly Line, 135.00 feet, to the Point of Beginning; Thence continuing N56°29'09"E, along said Southerly Line, 128.45 feet; Thence Southeasterly, 156.02 feet, along said Southerly Line on a 308.00 foot radius curve, concave Northeasterly, whose 154.36 foot chord bears S81°31'41"E; Thence N83°57'37"E, along said Southerly Line, 104.24 feet; Thence Southeasterly, 272.65 feet, along said Southerly Line on a 217.00 foot radius curve, concave Southwesterly, whose 255.07 foot chord bears S60°02'40"E; Thence S24°02'57"E, along said Southerly Line, 16.30 feet; Thence Southwesterly, 187.07 feet, along said Southerly Line on a 264.50 foot radius curve, concave Northwesterly, whose 183.20 foot chord bears S03°47'15"E; Thence N89°59'56"W, 430.99 feet; Thence N31°26'58"W, 90.33 feet; Thence N33°30'51"W, 226.48 feet, to the Point of Beginning. Said tract of land contains 3.68 acres, and is subject to easements and restrictions of record.

That the undersigned Mortgagee, pursuant to the provisions of Chapter 354, Code of Iowa, 2009, does hereby consent to the platting of this subdivision by Cedar Springs Partners, LLC and does hereby release from said Mortgages all streets, easements or other areas to be conveyed or dedicated to the City of North Liberty, Iowa.

Dated this 22nd day of June, 2010.

UNIVERSITY OF IOWA COMMUNITY
CREDIT UNION

By: 

Scott Wilson, Senior Vice President

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on June 22nd,
2010, by Scott Wilson, as Senior Vice President of University of Iowa Community Credit
Union.

Heather Miller
Notary Public in and for said State



OWNER'S CERTIFICATE AND DEDICATION

CEDAR SPRINGS - PART ELEVEN, NORTH LIBERTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

Cedar Springs Partners, LLC does hereby certify and state that it is the owner of the following described real estate situated in Johnson County, Iowa, to-wit:

Commencing at the Southeast Corner of the Southeast Quarter of the Southeast Quarter of Section 1, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa; Thence N89°42'51"W, along the South Line of Said Southeast Quarter, 170.27 feet, to the Southeast Corner of Cedar Springs - Part Five, in accordance with the Plat thereof Recorded in Plat Book 51, at Page 106 of the Records of the Johnson County Recorder's Office; Thence N00°17'09"E, along the Easterly Line of said Cedar Springs - Part Five, a distance of 136.11 feet; Thence Northeasterly, 24.93 feet, along said Easterly Line on a 180.00 foot radius curve, concave Northwesterly, whose 24.91 foot chord bears N71°20'50"E; Thence N67°22'48"E, along said Easterly Line, 130.50 feet; Thence N22°37'12"W, along said Easterly Line, 60.00 feet; Thence Northwesterly, 39.27 feet, along said Easterly Line on a 25.00 foot radius curve, concave Northeasterly, whose 35.36 foot chord bears N67°37'12"W; Thence N22°37'12"W, along said Easterly Line, 113.49 feet; Thence Northwesterly, 148.31 feet, along said Easterly Line on a 780.00 foot radius curve, concave Southwesterly, whose 148.09 foot chord bears N28°04'01"W; Thence N33°30'51"W, along said Easterly Line, 113.04 feet, to a Point on the Southerly Line of Cedar Springs Part Three, in accordance with the Plat thereof Recorded in Plat Book 49, at Page 59, of the Records of the Johnson County Recorder's Office; Thence N56°29'09"E, along said Southerly Line, 135.00 feet, to the Point of Beginning; Thence continuing N56°29'09"E, along said Southerly Line, 128.45 feet; Thence Southeasterly, 156.02 feet, along said Southerly Line on a 308.00 foot radius curve, concave Northeasterly, whose 154.36 foot chord bears S81°31'41"E; Thence N83°57'37"E, along said Southerly Line, 104.24 feet; Thence Southeasterly, 272.65 feet, along said Southerly Line on a 217.00

foot radius curve, concave Southwesterly. whose 255.07 foot chord bears S60°02'40"E; Thence S24°02'57"E, along said Southerly Line, 16.30 feet; Thence Southwesterly, 187.07 feet, along said Southerly Line on a 264.50 foot radius curve, concave Northwesterly, whose 183.20 foot chord bears S03°47'15"E; Thence N89°59'56"W, 430.99 feet; Thence N31°26'58"W, 90.33 feet; Thence N33°30'51"W, 226.48 feet, to the Point of Beginning. Said tract of land contains 3.68 acres, and is subject to easements and restrictions of record.

The undersigned further states that the subdivision of said real estate as it appears on the Final Plat of Cedar Springs - Part Eleven, North Liberty, Iowa, to which this Certification and Dedication is attached, is with its free consent and in accordance with the desire of the undersigned owner.

The streets and easements in the subdivision, hereinafter known and designated as Cedar Springs - Part Eleven, North Liberty, Iowa, are hereby dedicated to the public, as provided by Chapter 354 of the 2009 Code of Iowa, as amended.

IN WITNESS WHEREOF, the proprietors have caused these presents to be signed on this 27th day of July, 2010.

CEDAR SPRINGS PARTNERS, LLC

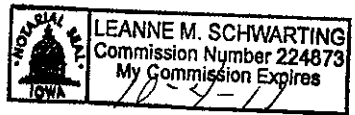
By: Michael T. Evans

Michael T. Evans, General Manager

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 27th day of July, 2010, before me, a Notary Public, personally appeared Michael T. Evans, to me personally known as the General Manager of Cedar Springs Partners, LLC, and does acknowledge that he signed the foregoing instrument as his own voluntary act and deed and also as the voluntary act and deed of Cedar Springs Partners, LLC.

Leanne M. Schwarting
Notary Public in and for the State of Iowa



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

UNDERGROUND UTILITY EASEMENT

CEDAR SPRINGS - PART ELEVEN, NORTH LIBERTY, IOWA

In consideration of the approval of the Final Plat of Cedar Springs - Part Eleven, North Liberty, Iowa, the undersigned owner hereby grants to the City of North Liberty, Iowa, Linn County R.E.C., South Slope Cooperative Telephone Co., MidAmerican Energy, and Mediacom, and their successors, a perpetual easement upon, over, under, along and across the areas designated on the Final Plat of Cedar Springs - Part Eleven, North Liberty, Iowa, as "Public Utility Easement," as located within the Subdivision.

The Grantees of this easement shall have the right to install, lay, construct, reconstruct, renew, operate, maintain and remove conduits, cables, pipes, electric lines below the surface of the ground, and other equipment or appurtenances above the surface of the ground as may be necessary for the purpose of serving the Subdivision and other property with electricity, gas, and communication service; the right to trim, cut down and remove such trees, brush, saplings and bushes as may interfere with the proper construction, maintenance, operation or removal of said facilities, equipment and appurtenances; and the right of ingress and egress for all of the purposes aforesaid. Grantees shall promptly backfill any trench made by them, and repair any damages caused by them within the easement areas.

Grantor, its successors in interest and assigns, reserve the right to use said easement areas for purposes which will not interfere with the Grantee's full enjoyment of rights hereby granted; provided that Grantor shall not erect or construct any reservoir, retaining wall or other obstruction on said areas, or diminish or substantially add to the ground cover over said easement areas.

No permanent dwellings or trees shall be placed on the areas so designated for utility easement but, with advance written authorization from the Grantee's representatives, the same may be used for gardens, shrubs, minor landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein granted.

SIGNED this 27th day of July, 2010.

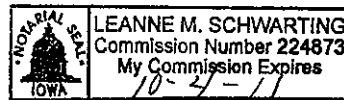
CEDAR SPRINGS PARTNERS, LLC

By: Michael T. Evans
Michael T. Evans, General Manager

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 27th day of July, 2010, before me, a Notary Public, personally appeared Michael T. Evans, to me personally known as the General Manager of Cedar Springs Partners, LLC, and does acknowledge that he signed the foregoing instrument as his own voluntary act and deed and also as the voluntary act and deed of Cedar Springs Partners, LLC.

Leanne M. Schwarting
Notary Public in and for the State of Iowa



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

**PROTECTIVE COVENANTS AND RESTRICTIONS OF
CEDAR SPRINGS - PART ELEVEN TO NORTH LIBERTY, IOWA**

KNOW ALL MEN BY THESE PRESENTS:

That CEDAR SPRINGS PARTNERS, L.L.C., an Iowa Limited Liability Company ("Cedar Springs"), being the owner of the following described real estate (said real estate hereinafter being variously referred to as "lot," "lots" or "subdivision"), to wit:

Lots 317 through 325, both inclusive, Cedar Springs - Part Eleven, North Liberty, Iowa, according to the final plat thereof recorded in Book 55, at Page 58, Plat Records of Johnson County, Iowa,

in order to establish and maintain the residential character of said real estate as heretofore described, do hereby covenant and agree with persons who may hereafter own lots or any one of several of the lots, or any right, title or interest therein of any nature whatsoever regardless of the nature by which such ownership or interest was acquired, that the use and sale of the lots is subject to the following restrictive covenants, all of which are to be construed as restrictive covenants, running with the title to such lots and with each and every portion thereof, to wit:

A. GENERAL RESTRICTIONS.

1. Except as noted herein, all of said lots shall be known, described and used solely as residential lots and no structure shall be erected on any residential lot other than one zero lot line laterally attached duplex dwelling. No improvement or structure whatever, other than a first class zero lot line laterally attached duplex dwelling, garage, patio, or swimming pool may be erected, placed or maintained on any lot in such premises. No above ground swimming pools of any type shall be erected or installed on the above said lots, unless approved in writing by Cedar Springs or its representative or designee. A swimming pool shall be defined as any opening larger than 40 square feet of surface water. All swimming pools must be $\frac{3}{4}$ below the normal ground level when properly graded to drain.

2. No zero lot line laterally attached duplex dwelling shall exceed two and a half stories in height, unless otherwise approved by Cedar Springs, provided, however, that the restrictions of this and subsequent paragraphs shall not prohibit the erection or development of a public park, public school, or church on any of said lots.

3. Prior to any construction, two (2) sets of plans and specifications for the proposed structure shall be submitted to Cedar Springs or its designee for approval. In addition to plans and specifications for structure, the applicant shall submit a site plan or other material showing the location and type of fences, parking areas, plantings and landscaping, including trees and light posts in the front yard, and other relevant matters, including the location on the lot of all proposed improvements, the materials to be used and the exterior color scheme proposed. The application shall also set forth a time schedule for construction of improvements, and in no event will an application be approved when the proposed construction will take longer than twelve months. Cedar Springs or its designee shall approve or disapprove the application within a period of ten (10) business days after receipt of all of the above documents. Cedar Springs or its designee shall have the right to refuse approval of any application for any reason which Cedar Springs or its designee, in its sole discretion, may deem to be in the best interest of the subdivision. In the event any proposed construction is not commenced within one (1) year from the date said plans and specifications have been approved by Cedar Springs, said approval shall lapse and it shall be the responsibility of the lot owner to reapply for approval prior to the commencement of construction.

4. No outside antennas or towers, other than one satellite dish not to exceed 18 inches in diameter located so as not to be visible from the street, may be installed, nor sheds, pet runs, or other outbuildings or structures of any kind may be erected on any of the lots with the subdivision. No fences shall be erected on any lot without the prior written approval of Cedar Springs.

5. No activity shall be allowed which unduly interferes with the peaceful possession and residential use nor shall any unsightly accumulation of refuse be permitted on any lot within the subdivision.

6. No business other than a professional occupation operated solely by family members occupying the residence shall be conducted in any dwelling located in the subdivision. No noxious or offensive activity shall be carried on in the subdivision nor shall anything be done in the subdivision which may be or become an annoyance or nuisance to the neighborhood.

7. No outdoor pet facilities may be kept or maintained on any lot. Any pet making a disturbance on a regular basis which disturbs the tranquility and character of the neighborhood shall be considered a nuisance and be subject to removal pursuant to these restrictive covenants. No animals, livestock or poultry of any kind shall be kept, bred or maintained for sale or any commercial purposes. Any person owning or keeping a pet shall be responsible for and shall at all times clean up any waste or excrement from such pet. Said pet shall not be permitted to urinate or defecate on the lot of any other owner, and shall be on a leash when walked by the owner thereof.

8. No burning of refuse shall be permitted outside of each residence, except that burning of leaves will be permitted as or if allowed by ordinance of the City of North Liberty from time to time.

9. No campers, boats, trailers, trucks, or other motor vehicles, or other recreational vehicles, shall be maintained, parked or kept more than 48 hours for any purpose on any lots or roadways within the subdivision, except within the enclosed garage. Further, no trucks, trailers, or commercial vehicles rated larger than $\frac{3}{4}$ ton pickup shall be maintained or parked overnight for any purpose in the subdivision, except that the builder/developer shall be able to maintain or park such vehicles until such time as the subdivision is completed. No inoperable, dismantled, or wrecked motor vehicles, trailers, automobiles, or any other vehicles, or machinery or parts

thereof, including scrap metals or other scrap materials shall be permitted to be upon or remain upon any lot or roadway within the subdivision. No personal property shall be stored or left upon a lot except within the garage located upon the lot. Garage doors shall be kept closed except during times of access to the garage.

10. No plants or seed, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot in the subdivision.

11. There shall be no more than one name plate on each residence. A name plate shall be no more than 200 square inches in area and contain the name of the occupant or the name and address of the residence. It may be located at the door of the residence or the wall adjacent to the door.

12. No above ground communication, electric or television lines or cable shall be permitted to be placed anywhere in the subdivision other than within the residences. It is intended that all such necessary and approved conduits and cables will be constructed, placed and maintained underground.

13. Cedar Springs reserves the right to enter into agreements with the owner of any residence (without the consent of the owners of other residences within the subdivision), to deviate from any or all of the Covenants, provided there are practical difficulties or particular hardships evidenced by the owner of any residence desiring such deviation, and any such deviation (which shall be confirmed in a written agreement) shall not constitute a waiver of the particular Covenant involved or any other Covenant as to the remaining property in the subdivision.

14. No mobile home, modular home, premanufactured, or log cabin home shall be constructed or located on any lot.

15. No owner of a lot may lease the residence on a permanent basis or for a temporary lease of greater than one (1) year to any person or entity. Each residence shall be used and occupied only for single family or two family dwelling purposes and other common living arrangements, but in no event shall living arrangements exceed two persons per bedroom unit.

16. Any modification, remodeling, extension or expansion, including screen porches, decks, and storage facilities must have the approval of Cedar Springs, its successor or assignee. The changes, additions, alterations or modifications must be approved by Cedar Springs and must reasonably conform to the nature, character, style and structure of the units in the subdivision.

17. Each individual lot owner in the subdivision shall be entitled to reasonably landscape its lot in conformity with the general parklike landscaping of the subdivision. Cedar Springs, its successor or assignee, shall have the right to review and approve or disapprove any landscaping which would materially affect the appearance and maintenance of the lawns within the subdivision. In the event an owner fails to properly maintain any landscaping situated upon the lot, Cedar Springs shall have the right to enter upon the lot to remedy the situation and to thereafter assess the lot owner for any and all expenses incurred by Cedar Springs in rectifying the situation. Any such assessment shall be assessed and paid as set forth in Section C hereafter.

18. There shall be no driveway access onto Cedar Springs Drive for Lots 318, 319, 320 and 321, Cedar Springs - Part Eleven.

19. Parking is prohibited on Cedar Springs Drive.

20. Sump pump collection systems shall be provided if basements are installed in dwellings built within the subdivision.

B. ZERO LOT LINE PROTECTIVE COVENANTS AND RESTRICTIONS.

1. The wall dividing the two laterally joined dwelling units shall be a party wall and the owner of each dwelling unit shall have the right to use said wall jointly with the owner of the other dwelling unit as provided for by Iowa law.

2. All common aspects, including but not limited to utilities, water, sanitary sewer, easements, driveway, shall be party utilities and easements and each owner of a dwelling unit shall have the right to use such common aspects, up to the point of their division, jointly with each owner of the adjoining dwelling.