

36853



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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 13<sup>th</sup> 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°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

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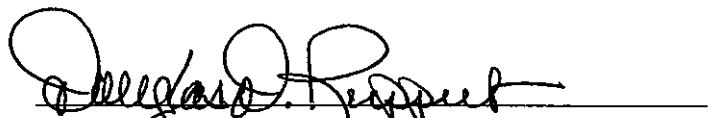
It is hereby certified that fee simple title to said property is in Cedar Springs Partners, LLC and is free and clear from all liens and encumbrances, except for the following mortgage liens:

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;

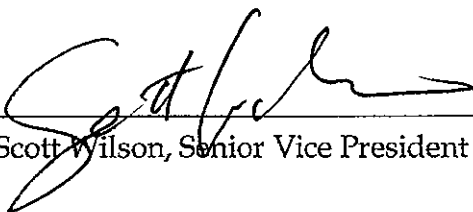


Thence N22°37'12"W, along said Easterly Line, 113.49 feet; Thence Northwesterly, 148.31 feet, along said Easterly Line on a 780.00 foot radius curve, concave Southwesterly, whose 148.09 foot chord bears N28°04'01"W; Thence N33°30'51"W, along said Easterly Line, 113.04 feet, to a Point on the Southerly 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 22<sup>nd</sup> 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

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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

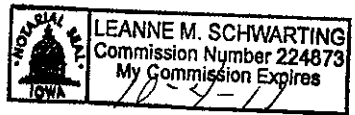
By: Michael T. Evans

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.

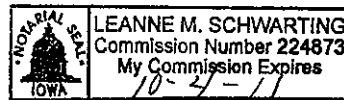
CEDAR SPRINGS PARTNERS, LLC

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.

3. Should the common wall or any common aspects, including but not limited to utilities, water, sanitary sewer, storm sewer, easements or driveway, be destroyed or damaged or require maintenance or repair for any reason, the owner of each dwelling unit shall be jointly and severally liable with the owner of the other dwelling unit for the costs reasonably necessary for replacement, maintenance and/or repair, except as may otherwise be set forth herein, provided that any sum received from joint insurance coverage shall first be applied to such replacements, maintenance and repairs. It is especially understood, however, that if replacement, maintenance and/or repairs are required because of the sole negligence of one of the owners of a dwelling unit or said owner's family or invitees, the cost thereof shall be at such owner's sole expense.

4. No owner of a dwelling unit shall in any way alter or change the common wall, interior decorations excepted, or any of the pipes, conduits, ducts, insulation or special components located therein without the written consent of the owner of the other dwelling unit.

5. Each owner of a dwelling unit shall be solely responsible for repairing and/or replacing the roof covering such dwelling unit. Each owner shall further be solely responsible for all replacement, maintenance and repairs of the interior and exterior of his or her dwelling unit, except as otherwise provided herein, and shall keep the exterior of his or her dwelling unit in good condition at all times. The following provisions shall govern exterior replacements, maintenance and repairs.

a. The owner of a dwelling unit may repair and replace exterior components of such dwelling unit with components similar to pre-existing components and of the same design and color, and may paint the exterior of such dwelling unit with paint of the existing color or colors, but such owner may not, either in the course of ordinary replacement, maintenance, repair and remodeling, or in restoration after damage or destruction, use different siding, roofing or other exterior components, or a different color scheme, unless the owner of the adjoining dwelling unit gives a written consent to do so.

b. In the event of any dispute arising between the owners of adjoining dwelling units concerning a change of siding, roofing materials, color scheme, or any other exterior components, each party shall choose one arbitrator and such arbitrators shall choose a third arbitrator, and the decision of the majority of all arbitrators shall be

final and conclusive of the question involved and binding on all parties. The arbitrators' decision shall be based on whether the proposed siding, roofing material, color scheme or other changes are in harmony with the design of the adjoining dwelling unit. If either party refuses or fails to appoint an arbitrator within ten (10) days of a written request to do so by the other party, such arbitrator may be appointed by any Judge of the District Court for Johnson County. Arbitration shall be in accordance with the rules of the American Arbitration Association and the costs thereof shall be shared equally by the parties.

6. The owner of each lot upon which a dwelling unit is located shall keep such lot free of weeds and debris and shall keep the lawn mowed and in good presentable condition.

7. If the common wall is damaged or destroyed by fire or other casualty or by physical deterioration, the owner of either dwelling unit may restore it and shall have an easement over the adjoining dwelling unit reasonably necessary for such restoration, and the owner of the adjoining dwelling unit shall contribute to the cost of restoration on an equal basis, without prejudice, however, to the right of any such owner to call for a larger contribution from the other owner under any rules of law regarding liability for negligent or willful acts or omissions.

8. If any existing portion of a dwelling unit or driveway encroaches upon an adjoining lot, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other unintentional cause, there shall be deemed to be an easement in favor of the owner of the encroaching dwelling unit to the extent of such encroachment so long as the same shall exist.

9. Each owner of a dwelling unit agrees to indemnify and hold harmless the owner of the adjoining living unit from any mechanic's liens arising from work done or material supplied for repairs, replacements or improvements solely to their own dwelling unit or property.

10. In the event a dispute arises concerning any provision of these covenants and restrictions, each party shall choose one arbitrator and such arbitrators shall choose a third arbitrator, and the decision of the majority of all the arbitrators shall be final and conclusive of the questions presented and binding on all parties. If either party refuses or fails to appoint an arbitrator within ten (10) days of a written request to do so from

the other party, such arbitrator may be appointed by any Judge of the Iowa District Court for Johnson County. Arbitration shall be in accordance with the rules of the American Arbitration Association and the cost thereof shall be shared equally by the parties.

C. CEDAR SPRINGS HOMEOWNERS ASSOCIATION, INC.

1. Ownership of a lot, lots or a parcel established by a subdivision or zero lot line split of a lot in Cedar Springs - Part Eleven shall automatically invoke membership in a non-profit owners' corporation under Chapter 504, Code of Iowa, named Cedar Springs Homeowners Association, Inc. (the "Association") which holds title to Outlot "B," Cedar Springs - Part One, and which will hold title to Outlot "A," Cedar Springs - Part Five, Outlot "A," Cedar Springs - Part Six, Outlot "C," Cedar Springs - Part Nine, and other common property in phases of Cedar Springs Additions. Ownership shall be subject to the applicable terms of the Articles of Incorporation and/or Bylaws of the corporation, including provision as therein made for assessments against all of such lots/parcels and owners for the purposes of landscaping and maintaining the common areas of the Cedar Springs Additions, and for the purpose of establishing and supporting nature trails and landscaping buffers within the Cedar Springs Additions, which assessments shall constitute liens against the lots enforceable as other liens. Lots owned by Cedar Springs shall not be subject to assessment or lien for expenses of the Association.

D. MISCELLANEOUS.

1. Duration. Each of the Covenants shall continue and be binding for an initial period of twenty-one (21) years from the date of these Protective Covenants and Restrictions.

2. Running with the Land. The Covenants shall run with the land and bind owners, their successors, grantees and assigns, and all other parties claiming by, through or under them.

3. Remedies for Violation of Covenants. Cedar Springs, their successors or assigns, Cedar Springs Homeowner's Association, Inc. and each owner or owners of any of the residences from time to time shall have the right jointly and separately, to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to

enforce the observance of, the Covenants in addition to the right to bring an ordinary legal action for damages. In no event shall the failure of any owner to enforce any of the Covenants as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation. The prevailing party in any such action shall be entitled to recover its costs, expenses and reasonable attorneys' fees from the other party.

4. Modification. The record owners in fee simple of the residences in the subdivision may revoke, modify, amend or supplement in whole or in part any or all of the Covenants and conditions contained in this Declaration and may release the Real Estate from the Covenants, but only at the following time and in the following manner:

a. Any such change or changes may be made effective at any time from the date of recording of this Declaration if the record owners in fee simple of sixty-six percent (66%) of the lots in the subdivision consent to such change in writing.

b. Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the Recorder of Johnson County, Iowa. A recordable certificate by an accredited abstractor, title guaranty company doing business in Johnson County, Iowa, or a Johnson County attorney, as to the record ownership of the Real Estate shall be deemed conclusive evidence with regard to compliance with the provisions of this section.

c. Cedar Springs reserves the right to amend these Covenants any number of times on or before December 31, 2014, without the consent of the owners of any of the lots in the subdivision.

5. Subordination. All Covenants, liens and other provisions set forth herein shall be subject to and subordinate to all mortgages or deed of trust in the nature of a mortgage now or hereafter executed, encumbering any of the Real Estate; and none of the Covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure or sold under the foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or any judicial sale, any purchaser at such sale, his, her or its grantees, heirs, personal representatives, successor or assigns shall hold any and all

property so purchased or acquired subject to all of the Covenants, liens or other provisions of these Protective Covenants and Restrictions.

6. Invalidation. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained herein, such holding shall not impair, invalidate or otherwise affect the remainder of these Protective Covenants and Restrictions which shall run in full force and effect.

7. Notice. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any owner at his or her last known address, shall be sufficient prior notice to such owner wherever notices are required in these Protective Covenants and Restrictions.

8. NPDES/CSR Permits. The Owner of any lot assumes, by acceptance of a Deed for the lot, Cedar Springs' obligations with respect to such lot for: (i) soil erosion control on such lot from and after the delivery of the Deed; and (ii) installation of sidewalks or trails as required by the City of North Liberty, if not already installed by the Cedar Springs. Such Owner shall cooperate with Cedar Springs in obtaining a transfer of any soil erosion control NPDES, CSR or other governmental permit with respect to soil erosion, wetland and other environmental laws, to such Owner or the cancellation or other termination of the permit currently in the name of Cedar Springs or its affiliate, and the reissuance of a permit in the name of such Owner. At any time required by Cedar Springs, any party accepting a Deed for any lot or part thereof shall execute the appropriate documentation required by the Iowa Department of Natural Resources, the City of North Liberty, Iowa, or other governmental body to release Cedar Springs from responsibility of executing a soil erosion plan (including monitoring and record keeping) as it applies to the lot for the period of time after the delivery of a Deed for such lot, and to release Cedar Springs from any other obligation for environmental matters for the period of time after delivery of a Deed. Any party that accepts a Deed for any lot or part thereof who fails to cooperate with Cedar Springs, fails to execute documentation to relieve Cedar Springs from responsibility for soil erosion or fails to comply with the lawful requirements for control of soil erosion shall be obligated to hold Cedar Springs harmless from all liability, costs and expense, including reasonable attorney fees, arising from such failure by such party.



Dated this 27th day of July, 2010.

CEDAR SPRINGS PARTNERS, L.L.C.

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

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF JOHNSON         )

This instrument was acknowledged before me on this 27th day of July, 2010, by Michael T. Evans, as General Manager of Cedar Springs Partners, L.L.C.

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

