

Greenhill Village Residential LLC

by Pres.

to

The Public

AMENDMENT TO

RESTRICTIONS

Dated Feb 27 2006

Filed Mar 29 2006

Doc. #2006-23484

Recites: Pursuant to Article XVIII in the Restrictions contained in the Deed of Dedication recorded August 2, 2005, in Document #2006003104 of the office of the Black Hawk County, Iowa, Recorder, hereby amends the Restrictions to provide for one homeowners association to serve Greenhill Village First Addition, Greenhill Village Second Addition, Greenhill Village Third Addition, Greenhill Village Fourth Addition, and future Greenhill Village subdivisions, if so provided by the Restrictions contained in the Deeds of Dedication for such future subdivisions.

Article XXI, Association of the Restrictions, is amended by deleting the entirety of such Article and substituting in lieu thereof the following:

Each person or entity who is a record owner of a fee or undivided fee interest in any of Lots 1 to 28, inclusive, and Lots 31 to 37, inclusive, and not Lots 29 and 30, shall be a member of the Association to be known as the Greenhill Village 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 one voting share for each individual lot owned. Membership shall be appurtenant to and may not be separated from ownership of any lot; ownership of such lot shall be the sole qualification of membership.

The purpose of the Greenhill Village Neighborhood Association shall be to maintain the common areas, green spaces, and any ponds located within Greenhill Village First Addition, Greenhill Village Second Addition, Greenhill Village Third Addition, Greenhill Village Fourth Addition, and any future Greenhill Village subdivisions if so provided by the Restrictions contained in the Deeds of Dedication for such future subdivisions, and such other activities as set forth in the Articles of Incorporation and Bylaws of the Association. Such maintenance shall include but not be limited to, mowing, watering, including upkeep of any underground sprinkler system, snow removal of

common areas, and maintenance of entry signs. Initially, the developer, Greenhill Village Residential LLC, shall perform the actual maintenance duties until such time as sufficient lots have been sold to allow transfer of such duties to the Association. Greenhill Village Residential LLC, shall convey Lot B, Greenhill Village First Addition in the City of Cedar Falls, Black Hawk County, Iowa to Greenhill Village Neighborhood Association for the use and maintenance of the pond area located on said Lot B.

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

Should the Association fail to maintain the common areas and green spaces of the development as provided herein, including, but not limited to, failure to maintain and landscape the entry boulevard, failure to maintain the entry sign or monument, or failure to maintain the pond on Lot B, the City of Cedar Falls may, upon 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 undersigned further authorizes the city clerk to certify such assessments to the Black Hawk County Auditor as assessments to be paid in installments as provided by law.