

Greenhill Village Sixth Addition

Filed Oct 28 2010

Doc. #2011-08396

DEED OF DEDICATION:

KNOW ALL MEN BY THESE PRESENTS:

That Midwest Development Co., an Iowa corporation, with its principal office in Cedar Rapids, Iowa, being desirous of setting out and platting into lots and streets the land described in the attached Certificate of Survey by H. Frank Bellon, Jr., a licensed land surveyor, dated the 28<sup>th</sup> day of February, 2010, do by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa, the same to be known as:

GREENHILL VILLAGE SIXTH ADDITION,

IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA,

all of which is with the free consent and the desire of the undersigned and the undersigned do hereby designate and set apart for public use the streets and avenues as shown upon the attached plat.

EASEMENTS

The undersigned do hereby grant and convey to the City of Cedar Falls, 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 service 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

Be it also known that the undersigned do hereby covenant and agree for themselves and their successors and assigns that each and all of the residential lots in said subdivision 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 undersigned or their 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, to-wit:

1. Any dwelling that shall be erected on any lot shall have a minimum setback from the front of the lot line of 20 feet as indicated on the plat. No building shall be erected nearer to an interior sideline than 5 feet nor shall the combined interior sideyard distances for each lot be less than 10 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 smallest lot as indicated on the plat.

3. No buildings or structure not attached to the original structure shall be constructed upon any lot or combination of lots in this subdivision, with the exception of a gazebo which has been approved in accordance with Paragraph 21 hereof. Sheds may be permitted but only if size, design, and materials are approved in writing by the developer. After completion of all houses in the plat, approval for a shed not previously approved by the developer shall be approved by the Association.

4. No trailer, basement, tent, shack, garage or barn erected in said Addition shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot in said Addition.

5. Only single family dwellings shall be constructed on all lots in this subdivision.

6. No single family dwelling shall be constructed, permitted or occupied on any lot herein having square footage floor space, designed, intended and constructed for living quarters, which space shall not include cellars, attics, garages, breezeways, porches, stoops, and other such non-living areas, of less than the following requirements:

A. 1,200 square feet for single story or split-level houses.

B. 600 square feet on the first floor level for any house of more than one story and total minimum square footage must be at least 1,200.

7. Each single family residence shall have a minimum of a two-car attached garage with a minimum of 400 square feet.

8. The owner of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.

9. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. All approaches and driveways in said Addition shall be paved with concrete.

11. No dwelling on any lot in said Addition shall be occupied until the exterior is completed and finished and the interior substantially completed and finished.

12. No old or used buildings shall be moved upon any of the lots in said Addition for any purpose.

13. All electrical distribution lines and service entrances, all telephone lines and services therefor, all cable TV/fiber optic cable and service therefor, and all other utilities of whatever kind or nature shall be installed underground on all lots in said Addition.

14. No dog compound, enclosure, shelter, storage outbuilding, playhouse, or wood pile for firewood shall be constructed, used or maintained within ten feet of any lot line nor shall they exceed eight feet in height on any of said lots. All outbuilding exteriors shall be approved by the developer in writing prior to start of construction.

15. A perpetual easement is reserved along the lot lines of said lots as shown by the recorded plat for storm water drainage and utility installation and maintenance. There shall be no fences, buildings, large plantings or other obstructions upon or under the property covered by these easements, so that access is available for any equipment and/or persons necessary for the construction, reconstruction or maintenance of said utilities and/or drainage ways.

16. No radio station or short-wave operators of any kind shall operate from any lot which shall cause interference with audio or visual reception upon any other lot. Antennas are permitted if

attached to the structure and do not extend more than eight feet above the peak of the home. All other antennas, satellite TV dishes in excess of 24 inches in diameter, poles for radios, and windmills are prohibited.

17. No motor home or recreational vehicle, trailer of any kind, whether camping, boat, house, utility or otherwise, shall be parked or kept for more than a 48 hour period on any street, driveway or on the lot in said Addition. Any such vehicle must be stored inside the garage.

18. No bus, semi-tractor, trailer or truck of any kind, except what is commonly described as a "pickup truck", shall be kept or parked on any lot or street in said Addition; provided, however, that this prohibition shall not apply to such vehicles driven in said Addition in pursuit of and in conducting their usual business.

19. No shrubs or trees shall be planted so as to infringe upon adjoining property lines based on maximum expected growth and shall be maintained so as not to infringe.

20. Each person or entity who is a record owner of a fee or undivided fee interest in any lot shall be a member of the Association to be known as 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. There shall be one vote per lot and each lot owner shall be a member of the Neighborhood Association. 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 Greenhill Village Neighborhood Association shall be to maintain the common areas and green spaces of the entire development, including but not limited to the pond known as Outlot "A" and signage to be developed, and such other activities as set forth in the Articles of Incorporation and Bylaws of the Association. Such ownership and maintenance shall include, but not be limited to, mowing, watering, including upkeep of any underground sprinkler system, and pond maintenance of common areas. Initially, the developer, Midwest Development Co. shall perform the actual construction duties to establish the common areas, green spaces,

entrance and surrounding access area. The homeowner's responsibility for these areas shall begin when the developer, Midwest Development Co. notifies the Neighborhood Association that it is turning over responsibility of these areas to the Neighborhood Association.

Developer hereby grants to the City of Cedar Falls, Iowa, access to Outlot "A" for the purpose of inspection and enforcement of any city code or ordinance provisions governing the maintenance of the property designated as Outlot "A".

The annual dues for the Association shall initially be set at \$50.00 per lot per year beginning January 1, 2011. The Association shall have the ability and authority to adjust annual dues as it deems appropriate to carry out the maintenance duties described above. The developer, Midwest Development Co., shall have no responsibility for annual association dues.

21. No building or structure shall be erected or placed on any lot in this subdivision until the building plans, and plot plan, showing all buildings, fences, patios, and pools, and showing the location thereof, and side yard distances, rear yard distances, front yard distances, driveways, and walkways, and type of construction have been approved in writing as to conformity and harmony of external design and quality workmanship and materials with existing structures in the subdivision by two representatives of Midwest Development Co.

22. All of the provisions hereof shall be enforceable by appropriate legal proceedings by any present or future owner of the legal or equitable title to any lot in said subdivision. Invalidation of any one or more of the within restrictions by judgment or decree of court shall not be regarded as affecting the validity of any of the other provisions hereof, nor shall any judicial determination with respect to any of the restrictive provisions hereof be regarded as affecting the validity or sufficiency of this instrument as a deed of dedication of said plat, all of which such other provisions shall remain in full force and effect.

23. The undersigned and all persons and corporations hereafter requiring any right, title or interest in any of the lots in said subdivision shall be taken and held to have agreed and covenanted with the owners of all other lots in this subdivision and with the

respective successors and assigns of all of the rest of such other lots to conform to and observe all of the foregoing covenants, restrictions and stipulations as to the construction of building thereon for a period of 21 years from the date of filing of said plat and this deed of dedication for record. Within the period of 21 years and in accordance with Iowa Code Chapter 614.24 and 614.25 (2009 Code of Iowa) or their successor provisions, these covenants, restrictions and stipulations shall be automatically extended for an additional period of 21 years upon compliance with Chapter 614.24 and Chapter 614.25 of the 2009 Code of Iowa. In the event an extension of the covenants, restrictions and stipulations is not filed within the period of 21 years or successive 21-year period, then the covenants, restrictions and stipulations contained herein shall terminate at the end of the existing period of 21 years.

24. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning property in said Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and for the purpose of preventing such acts or to recover damages for such violation, or both, and for costs and reasonable attorney=s fees as determined by the Court and not the statute.

25. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs or cats maximum, or other household pets are allowed and then only if they are not kept, bred or maintained for any commercial purposes. Such animals shall be kept under control so as not to constitute a public nuisance and must be kept in compliance with applicable zoning laws and regulations of the City of Cedar Falls, Black Hawk County, Iowa.

26. Upon the sale of a lot, owner shall take responsibility for any erosion control issues, certifications and/or requirements of the Iowa Department of Natural Resources.

27. All buildings erected on any lot in said Addition shall be constructed in accordance with the Building, Plumbing and Electrical Codes of the City of Cedar Falls, Iowa.

28. The developer, Midwest Development Co., agrees:

A. That the streets shown on the attached plat, Tract "A" will be brought to City grade and will be 31 feet, back of curb to back of curb; all said streets with approved hard surface pavement in accordance with City of Cedar Falls, Standard Specifications.

B. That sanitary sewer, together with the necessary manholes and sewer service lines to all lots in the plat, will be provided.

C. That underground utilities, as required by the Subdivision Ordinance of the City of Cedar Falls, Iowa, shall be installed.

D. That the city water will be provided to all lots 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, or within 5 years after the date the plat is filed in the office of the Recorder of Black Hawk County, whichever is sooner and that the sidewalk be across the full length of the lot and on corner lots also, across the parking and full length of the lot. In the event that the City is required to construct the sidewalk as permitted by subparagraph J, a lien or liens may only be imposed against the lot or lots which require city construction and no others in the subdivision.

I. That the work 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 developer, Midwest Development Co., its 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 undersigned, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing 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 undersigned agree 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.

29. The developer, Midwest Development Co., states:

A. That this plat and development shall comply with the MU Mixed Use Residential Zoning District Classification Regulations.

29. The developer, Midwest Development Co., states:

A. That this plat and development shall comply with the R-1 Residential Zoning District Classification Regulations.

30. Notwithstanding anything contained in the Deed of Dedication to the contrary, any assessment made under the Deed of Dedication shall not be a lien against any property described herein unless and until the City of Cedar Falls records with the Black Hawk County Recorder a "Notice of Assessment Lien" which notice shall describe the property against which the lien attaches in the amount of said lien.

Midwest Development Co.  
by Pres. & Treas.  
to  
The Public

AMENDMENT TO DEED OF  
DEDICATION OF  
GREENHILL VILLAGE  
SIXTH ADDITION CEDAR  
FALLS, BLACK HAWK  
COUNTY, IOWA  
Dated Nov 5 2010  
Filed Nov 15 2010  
Doc. #2011-09763

Recites: KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Midwest Development Co., an Iowa corporation, being the owner of a majority of the lots contained in said subdivision do hereby make the following amendment to said Deed of Dedication as follows:

1. Original paragraph 6 is deleted in its entirety and the following is substituted in place thereof:

"6. No single family dwelling shall be constructed, permitted or occupied on any lot herein having square footage floor space, designed, intended and constructed for living quarters, which space shall not include cellars, attics, garages, breezeways, porches, stoops, and other such non-living areas, of less than the following requirements:

A. 900 square feet for single story or split-level houses.

B. 600 square feet on the first floor level for any house of more than one story and total minimum square footage must be at least 900."

2. In all other respects the original Deed of Dedication continues as originally filed.