BK: 6640 PG: 321
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County Recording Fee: $62.00
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Combined Fee: $65.00
Revenue Tax: $0.00
Kim Painter RECORDER
Johnson County, Iowa

Prepared by and return to: Robert N. Downer 327 2nd Street, Suite 300 Coralville, IA 52241
319/731-2448

PROTECTIVE COVENANTS AND RESTRICTIONS
OF
GREENBELT TRAIL PART THREE AND FOUR SUBDIVISION
NORTH LIBERTY, JOHNSON COUNTY, IOWA

The undersigned, Greenbelt 3-4, L.L.C., ("Developer"), owner of all lots in the subdivisions to North Liberty, Johnson County, Iowa, known as Greenbelt Trail Part Three and Part Four Subdivisions, North Liberty, Iowa, the plats for said subdivisions being recorded in the office of the County Recorder of Johnson County, Iowa, at Plat Book 68, page 222 and Plat Book 68, Page 223, ("Subdivisions") does declare, covenant and agree with and for mutual benefit of those persons to whom Developer has contracted to sell or may hereafter sell any lot, lots, or land referred to in Article I hereof (who, by acceptance of title thereto, shall be deemed thereby to have consented hereto), and for the benefit of itself and its respective successors, assigns, or legal representatives, that each and all of the lots in the Subdivisions shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements (sometimes hereinafter collectively referred to as "Covenants") hereinafter set forth.

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to the Covenants set forth herein is located in Johnson County, Iowa and is more specifically described as follows to wit:

Lots 1-20, 31-36, and 79-91, inclusive, together with Outlot J, Greenbelt Trail Part Three and Part Four Subdivisions, North Liberty, Iowa, according to the Final Plat thereof recorded in Book 68, Page 222 and Plat Book 68, Page 223, Plat Records of Johnson County, Iowa (the "Property").

ARTICLE II
GENERAL PURPOSES OF THIS DECLARATION

The Property is subject to the Covenants hereby declared to ensure the tasteful and consistent development of the Subdivisions and every part thereof; to protect each property owner therein from such improper use of surrounding lots as may depreciate the value of his or her property; to guard against the erection thereon of buildings built of a design or materials that may not be in harmony with the architectural style the Developer's design team wants to maintain; to ensure adequate and reasonable development of the Property; to encourage the erection of original designs and attractive improvements thereon; with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; to ensure a long-term and a desired high standard of maintenance of the outlots; and in general, to provide adequately for a residential subdivision of high quality and character.

ARTICLE III
USE AND BUILDING RESTRICTIONS

1. Lots: 1-20, 31-36, 90 & 91 (28 residential dwelling lots) shall be used for single-family residential purposes and no structure shall be erected on any lot other than a single-family dwelling not exceeding two (2) stories, or two (2) stories and an exposed basement to the side or rear, and an attached garage with three (3) car capacity; provided, additional or less garage capacity may be constructed with the prior approval of Developer (which term, when used in this context, shall include all duly designated representatives of Developer), in its sole discretion. All garages must be located on the high side elevation of the lot unless the Developer approves in writing an alternative location. Lots: 79-89, (11 residential dwelling lots) shall be used for two-family residential purposes and no structure shall be erected on any lot other than a two-family dwelling not exceeding two (2) stories, and an attached garage with two (2) car capacity for each unit or four (4) per lot for a 2 family dwelling; provided, additional or less garage capacity may be constructed with the prior approval of Developer (which term, when used in this context, shall include all duly designated representatives of Developer), in its sole discretion. All dwellings shall be constructed in accordance with the applicable governmental building code. Developer may, at its discretion, approve gazebos, pool houses and other detached structures in accordance with the building plan approval process set forth in subparagraph 2(c) herein.

2. The provisions of this Section 2 shall be applicable to construction on lots within the Subdivisions. It is the intention of the Covenants to ensure that all dwellings shall be of desired quality, design, workmanship and materials approved by Developer. The Developer will consult with an Architectural Review Committee ("ARC") prior to rendering such decisions. The ARC will initially consist of only a designated representative of Developer. When the Developer no longer wants to staff the ARC, it may designate such other individual or individuals as it may determine to serve on the ARC. No later than two (2) years, as determined by the Developer, following the substantial completion of dwellings on all 39 lots in the Subdivisions, the ARC will be designated by the Board of Directors of the Home Owners Association, to be established as the Greenbelt Trail Parts Three and Four Subdivisions Owners Association ("Association").

a. No lot shall be re-subdivided. This provision shall not prevent a conveyance of a portion of one (1) lot to the abutting owner of another lot so long as said conveyance does not result in an additional building lot being created thereby.

b. With respect to all single family residential lots, no dwelling shall be erected on any lot having a ground floor living area of less than one thousand four hundred-fifty (1,450) square feet in the case of a one (1) story structure nor less than two thousand (2,000) square feet above ground in the case of a One and One-half (1½) or two (2) story structure, provided that said one and one-half (1½) or two (2) story structure contains a minimum total of nine hundred-fifty (950) square feet on the ground floor. With respect to all two family residential lots, no dwelling unit shall be erected on any lot having a ground floor living area of less than one thousand two hundred-fifty (1,250) square feet in the case of a one (1) story structure nor less than one thousand five hundred fifty (1,550) square feet above-ground in the case of a one and one-half (1½) or two (2) story structure, provided that said one and one-half (1½) or two (2) story structure contains a minimum total of seven hundred-fifty (750) square feet on the ground floor. Garages, breezeways, screened porches, open porches, or decks shall not be considered as above-ground floor areas.

c. No trailer, dog run, mobile home, tent, boat, unattached garage, barn, shipping container or unattached structure of any kind shall be placed upon any lot except as specifically provided in these Covenants. Garden sheds or other sheds, storage buildings, greenhouses, gazebos, pergolas and other similar structures may be allowed but must be less than 200 square feet gross floor area and no more than 10' in height, and approved by the Developer, in its sole discretion. The accessory building must be sited in the rear yard and be at least 5' away from the property line or in the case of a two-family lot, they must be 5' away from the shared rear lot line. They shall not be used as a dwelling unit and shall be constructed out of similar materials as the dwelling unit on the lot that are intended for long-term exposure to the elements.

d. The front of the dwelling on each lot shall be sited on the line which is twenty-five (25) feet back from the front lot line, no nearer than eight (8) feet to any side lot line in the case of a single family dwelling and ten (10) feet in the case of a two-family dwelling, and no taller than thirty-five (35) feet above the ground plane. Lots needing special consideration, may request to the Developer, in its sole discretion, to allow siting further from the twenty-five (25) foot line.

e. With prior written approval from the Developer, which may be granted or withheld in its sole discretion, an owner may apply to the City of North Liberty, Iowa, ("City") for variances to said building setbacks where unusual terrain features or other unusual circumstances exist.

f. With respect to all lots in the Subdivisions, no less than twenty-five (25) percent of the exterior front surfaces of the dwelling shall be constructed of stucco, stone or brick, with these and the remaining front exterior material to be approved by the Developer in its sole discretion. T-1-11 board or other similar inverted bat board is not permitted.

g. All dwelling roofs shall be surfaced according to plans and specifications approved in advance by the Developer, in its sole discretion. It is expected that all dwelling roofs shall be surfaces with thirty-year (30) architectural shingles, weathered wood or black color, with such material or color as approved by Developer. All dwellings' main roofs must have a minimum pitch of 6/12 (i.e. 6" of rise for each 12" of run) and the building plans submitted for approval shall show the roof pitch. Other materials may be approved in writing. Accent, dormer, and porch roofs may have metal surface materials, and have flatter slopes than

the minimum roof pitch, but must be approved by the Developer. In the cases where a majority of the dwelling's front facade contains gables or dormers with a minimum slope of 6/12, a less steep pitch for the main roof can be requested for approval by the Developer, in its sole discretion.

h. Prior to the construction of any structure or the installation of any landscaping, a set of plans and specifications for such proposed structure or landscaping shall be submitted electronically to the Developer for review by its ARC for approval. This shall include a grading plan. With respect to such plans and specifications for any proposed structure or landscaping, the submitted materials should show location and type of fences, parking areas, plantings, landscaping (including, without limitation, detailed information with respect to type and variety of trees, grass and shrubs to be installed), and other relevant matters including the location on the lot of all proposed improvements (plot plan), and the materials to be used and the exterior color scheme proposed. The submitted materials shall also set forth a time schedule for construction of improvements, and in no event will plans and specifications be approved when the proposed construction will take longer than twelve (12) months. The Developer, through its ARC, or its designee, shall approve or disapprove the submitted materials within thirty 30 days after receipt of all the above documentation and, in the event of disapproval, shall specify the exact reason therefor to enable the applicant to correct the material breach in order to obtain approval. All plans will be converted to an electronic approval application, and approved with electronic signature for easy access for recordkeeping. Any plans, whether architectural or landscape, submitted by an owner or builder will alert Developer of any variance from these covenants so that the Developer may make an informed approval. Any approved plans that have not called out any such variance shall not be considered approved by Developer simply because it was not discovered in the review process. The purpose of the foregoing plan approval and architectural review process is to secure an attractive and harmonious residential development having continual appeal. Developer hereby retains, in its absolute discretion, the right to refuse any construction, grading, and/or landscaping plans which are not suitable or compatible with the intent of the foregoing.

i. All driveways, vehicle parking areas, and walkways will be constructed of concrete or brick, if approved in advance by the Developer, and will be completed within the twelve (12) month period set forth in the immediately preceding paragraph.

j. All lot owners assume all responsibility for construction of sidewalks on their lot. At such time as building construction occurs on a lot, but in no event later than five (5) years from the date the subdivision plat is recorded, the lot owner shall install sidewalks abutting said lots per the widths approved on the preliminary plat, in accordance with the plans and specifications of the City, and subject to inspections by the City Engineer or designate, unless otherwise shown on the plat.

k. No fences will be installed unless the same are poly-covered black chain link fence construction, four (4) feet in height. No fence will extend along any boundaries of the front yard. No fence shall extend closer to the front of the residence than the furthest rear corner of said dwelling. In the case of corner lots, no chain link fencing may be located in the front or side setback areas of either street frontage. Swimming pools must be below ground level and located in the rear yard and may be bordered by a four (4) feet high poly-covered black chain link fence or other material approved by Developer. All fencing, including swimming pool fencing, will comply with current City of North Liberty Code. Currently, North Liberty also has rules for

interior window height from finished floor and self closing doors abutting a pool, and allow for a certain pool covers to be used in lieu of a barrier fence.

l. During the course of all construction, the building contractors and lot owners shall keep mud, dirt, debris, and building materials off of all Subdivision roads and other building lots. Building contractors will also ensure that storm sewer intakes are protected from debris entering during construction. During the home construction phase, Developer shall have the right of first refusal on excess soil and dirt from all lots. If such excess soil is not needed by Developer, all construction related excess dirt, soil, including basement level dirt, as well as construction debris shall be disposed of offsite at the cost of the builder or lot owner.

m. Each lot owner will plant, at a minimum, two (2) or more deciduous trees (with at least two (2) deciduous tree being planted in the front yard) with a minimum trunk caliper diameter of three (3) inches, of the following types: Osage Orange (males only), Betula Nigra (River Birch); Maples, Marmo and Firefall only, no silver maple or other seeding cultivar; all oak, except Bur; and thornless Honey Locust; Beech, American, Catalpa, Northern; Ginkgo (males only); Hackberry, common; Locust, Black Chicago Blues; Zelkova, Japanese; or other species approved by the Developer. Each lot owner will additionally plant, at a minimum, 2 (two) or more coniferous trees with a minimum trunk caliper diameter of two (2) inches of the following types: all Spruce; all pines, except Austrian; and all fir. Said trees shall be planted by the owner within one hundred eighty (180) days from the date of an occupancy permit being issued for the property. In the case of a lot having a two family dwelling on it, a minimum of two (2) deciduous and two (2) coniferous trees will still be required, but with one (1) deciduous tree on each side of the front yard, and one (1) coniferous tree planted on each side of the two family dwelling. It is the intent of the Developer to encourage and support planting Canopy Trees for shading and diversity of species in this subdivision.

n. The exterior color of the dwelling shall be subject to the approval of the Developer.

o. Split-foyers, A-frames, pre-manufactured or geodesic or other dome houses will not be permitted.

p. The rear, front and side yards and the parking area between the front yard and the paved street shall be sodded except where the sidewalks may be located.

q. The titleholder of each of said lots or unit lot, vacant or improved, shall keep his/her lot or lots or unit lot free of weeds and debris. If a lot is unimproved, the grass shall be mowed to a 12" length until improved.

r. The elevation of the top of the foundation of all improvements on a lot shall be a minimum of eighteen (18) inches above the street curb at the centerline of the lot. At the discretion of the Developer, a higher or lower top of foundation elevation may be approved in writing at the time the site plan (plot plan) is reviewed.

s. Foundation/basement walls may not be exposed on the front elevation of any improvements built on a lot. Any portion of such walls that may be above grade must be backfilled with dirt and then properly retained with appropriate landscaping retaining wall material. The Developer may approve in writing other materials to cover or screen any exposed concrete or concrete block basement/foundation walls.

t. Other than applicable requirements of the North Liberty Code of Ordinances and the Developer's Agreement entered into with the City of North Liberty in connection with the approval of the Subdivisions, the Developer may, in writing, waive or consent to variances in any of the preceding building regulations and requirements described herein, provided that the Developer, in its sole and absolute discretion, determines such variance is consistent with the general purposes of this Declaration or otherwise deems that there are practical difficulties or particular hardships evidenced by the owner desiring such variance. In the event of such variance, said waiver, or consent shall not be construed as being applicable to any other lot owner.

3. The Following restrictions shall be applicable to the use of lots in the Subdivision:

a. No act constituting a nuisance, as defined under the provisions of Chapter 657, Code of Iowa, or the common law of Iowa, shall be permitted, and the restrictions pertaining to acts within a county in said Code chapter shall be applicable to the Subdivision.

b. Vegetable gardens may be maintained only in the rear yard of a dwelling.

c. No animals, livestock or poultry shall be raised or kept within the Subdivisions except for usual household pets, provided the same are not kept or maintained for commercial purposes. For the avoidance of doubt, chickens, roosters, ducks, geese and other similar fowl, are prohibited. Pets shall be managed in such a way they do not interfere with the quiet enjoyment of property by other lot owners. Pets which continue to make loud noises, damage shrubs, or other flora, attack other pets or people, shall be considered a nuisance. All dogs located off the owner's premises shall be leashed at all times.

d. Motor vehicles used by residents shall be parked in areas designated in the building plans as parking areas. There shall be provided on each lot sufficient off-street parking area including driveway for the parking of at least two (2) automobiles, which area shall be surfaced in concrete or brick. At no time may motor vehicles be parked on grass, and no portion of the front yard, except for the above referenced driveway and off-street parking area, may be paved over as a parking surface. No motor vehicle shall be parked on the street of the subdivisions overnight or at any time in any manner which would interfere with the flow of traffic. All campers, trailers, boats, recreation vehicles, all-terrain vehicles, or snowmobiles shall be stored within a garage or at such other enclosed places where such items are not visible from the street.

e. No lot shall contain an above-ground swimming pool or a tree house. Trampolines must be in the back yard and must either contain safety netting around the perimeter or be buried so that the jumping surface is at grade.

f. No satellite dish (except for a satellite dish no larger than two (2) feet in diameter attached to the roof of the house or garage), radio tower or antenna shall be located on any lot. Satellite dishes are prohibited in any front or side yard and shall not be visible from the street. Antennas are permitted if attached to the rear roof structure and do not extend more than eight feet above the peak of the home.

g. All construction shall be completed within one (1) year from the date of commencement. The owner of any building damaged by fire or force majeure shall within ninety (90) days thereof, commence

restoration or reconstruction of said building, and work shall be completed within one (1) year from the date of occurrence.

h. No motor homes, trucks/cargo vans larger than a typical sprinter van (24' L x 7' W x 9.5' H), boats and other watercraft, recreation vehicles, ATV's, dune buggies, snowmobiles, trailers and other non standard passenger vehicles shall be maintained, parked or kept overnight for any purpose on the street, driveways, and yards of any lot or unit lot.

i. No lot owner may lease or sublease his or her home for fewer than 30 consecutive days at a time. The intent of this provision is to counter leasing companies that do short term rentals to clients.

ARTICLE IV
ZERO LOT LINE RULES & REGULATIONS

In addition to the foregoing covenants, the following protective covenants and restrictions apply to Lots 79-89 in Greenbelt Trail Part Three zoned for two-family "Zero Lot Line" dwellings, and shall be binding upon all of the present and future owners thereof as covenants running with the land:

1. The common wall connecting the two laterally attached 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 by Iowa law, subject to the terms hereof.

2. Except as otherwise provided herein, all elements, including but not limited to utilities, water, sanitary sewer, storm sewer, and driveways, shall be separate utilities and the owner of a dwelling unit shall have no right to use said elements jointly with the owner of the other dwelling unit.

3. Each Zero Lot Line dwelling unit is subject to a reciprocal easement, extending five feet on either side of the common boundary line for utilities, for the benefit of the Zero Lot Line dwelling unit with which it shares a common wall.

4. If the common wall or any element therein, is damaged or destroyed or requires maintenance, repair or replacement for any reason, the owner of each dwelling unit shall be jointly and severally liable for the cost of such maintenance, repair or replacement, except that if repair, replacement or restoration is required because of the sole negligent or willful act or omission of the owner of one of the dwelling units, the cost thereof shall be at such owner's sole expense; provided, however, any sum received from insurance coverage shall first be applied to such repair, replacement or restoration. The owner of a dwelling unit may seek indemnification or contribution from any party responsible for damage or destruction.

5. The owner of a dwelling unit shall not alter or change the common wall (interior decorations excepted) or any of the pipes or conduits located therein without the express permission of the owner of the other dwelling unit.

6. The owner of each dwelling unit shall bear the expense of any repairs or replacement of the roof covering their dwelling unit. Each owner shall make all necessary repairs and replacements of their

dwelling unit at their own expense in order to maintain the interior, exterior and structural portions of the dwelling unit in good condition. The following provisions shall govern exterior repairs or replacement:

a. The owner of a dwelling unit may replace exterior components of their dwelling unit with similar components of the same design and color but may not, either in the course of ordinary replacement, remodeling or restoration after damage or destruction, employ different siding, roofing material or a different color scheme, for the components of the dwelling unit (including but not limited to the exterior doors and garage door), unless first obtaining the written consent of the owner of the other dwelling unit, which consent may only be given if the variation in siding, roofing material or color scheme is adopted by the owner of the other dwelling unit and if such variation satisfies other restrictive covenants of record.

b. If any dispute arises concerning a change of siding, roofing materials, or color scheme, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision of the majority of all the arbitrators shall be final and conclusive of the question presented. If either party refuses or fails to promptly appoint an arbitrator, the same may be appointed by any Judge of the District Court of Iowa in and 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.

7. The owner of each dwelling unit shall insure their dwelling unit for 100% replacement value and the proceeds of such policy shall be used to repair, replace, or restore the damaged premises to the same condition that existed before the loss. The owner of each dwelling unit shall coordinate their insurance policy on the premises with the owner of the other dwelling unit in order to assure there is adequate coverage for the unit and all other common aspects, including, but not limited to utilities, water, sanitary sewers, storm sewers, easements and driveway. The owner of each dwelling unit shall be insured to the extent of their interest in a dwelling unit and any common aspect and should be named as an additional insured on any insurance policy held by the owner of the other dwelling unit. In addition, the mortgagee of each dwelling unit, if any, shall be designated as an insured to the extent of its interest in the dwelling unit, that portion of the insurance proceeds required to replace or repair said common wall or other common aspects shall be paid over to the mortgagee of each respective dwelling unit and shall be distributed by the mortgagee as required to make the repairs or replacement.

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

9. If any portions of a dwelling unit on any Zero Lot Line dwelling unit shall actually encroach upon any other Zero Lot Line dwelling unit, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other 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.

10. If any repairs, installation or other work is required in the external utility easement area described herein the area shall be returned to the condition prior to such work at the expense of the owner(s) of the dwelling unit(s) benefited by the work. The owner(s) of the dwelling units benefited by the work shall be responsible for the cost of such work, and the cost of repairing damage to the utilities in the easement area

and to the dwelling units. All work shall be done in workmanlike fashion by appropriately licensed personnel. The owner of a dwelling unit may seek indemnification or contribution from any party for the cost of the work.

11. The owner of each dwelling unit agrees to indemnify and hold harmless the owner of the other dwelling unit for any mechanic's liens arising from work done or materials supplied to make repairs or replacements for which the owner of the benefitted unit is responsible.

ARTICLE V
GREENBELT TRAIL PARTS 3-4 SUBDIVISION OWNERS ASSOCIATION

1. Each single family lot owner (28 lots) and each unit of a two family lot (22 units per 11 lots) shall automatically become a member of the GREENBELT TRAIL PARTS 3-4 SUBDIVISION OWNERS ASSOCIATION ("Association") and shall be subject to assessment to carry out the purposes of the Association. Each single family lot and each unit of a two family lot, with the exception of the outlot, and regardless of the number of owners, shall be entitled to one (1) vote in matters over which the Association has control - fifty (50) votes total. The Association shall be organized and shall operate for the purpose of owning, maintaining, controlling and managing the rights of way which contain mailboxes, and Outlot "J", which contain sidewalks and landscaping and storm water management serving the Subdivision, including, but not limited to the dry bottom detention basin located thereon, bio-retention cells and stormwater conveyance swales, and drainage and storm sewer easements. The Association shall at all times comply with the Stormwater Management Facility Maintenance Agreement and Easement entered into with the City ("Stormwater Agreement"), which is recorded in Book 6574 Page 59, of the Records of Johnson County, Iowa. The Developer will convey title to the common area, Outlot J of the Subdivision, to the Association. The Developer reserves the right to expand the Association by conveying additional common areas to the Association, subject to such rights and servient estates as the Developer, in its discretion, may reserve. The Association will also relinquish control of certain stormwater management facilities to the City as set forth in the Stormwater Agreement.

The stormwater management basin located on Outlot J of Greenbelt Trail – Part Three and Four provides stormwater management for upstream Greenbelt Trail Additions including, but not limited to Greenbelt Trail – Parts Five through Seven. The area served by this stormwater management basin is illustrated within the certified stormwater management report dated 2/16/24 and on file with the City Engineer. Outlot J stormwater management basin and other areas contained within Outlot J are required to be maintained by the Association. Other upstream Greenbelt Trail property owners are not required to participate in maintenance of Outlot J; however, Developer is responsible for establishment of the ground cover (i.e. native planting) and removing sediment buildup in the basin until July 1, 2027. After that date, sediment removal and native prairie and other landscape maintenance would be the responsibility of the Association.

2. The Association shall form a board of directors as established by its bylaws. As long as the Developer owns one lot within the Subdivision, and for a period of two (2) years thereafter, Developer's designee will automatically be elected to one of the seats of the Board of Directors, as long as desired by the Developer.

3. The Association shall also have the right to enforce any of the protective covenants and restrictions set forth herein as well as to represent the interests of lot owners on issues affecting development of surrounding areas and maintaining the quality of environment and quality of life within the Subdivision.

4. Snow Removal and landscaping.

a. Snow removal and mowing. The Association will be required to remove snow and mow around the mailboxes, and on the Berkshire Lane and Seven Oaks Road sidewalks along Outlot "J". The 8' trail on the west side of Seven Oaks Road and the north side of Berkshire Lane will be maintained and plowed by the City of North Liberty. If the City determines it will no longer plow this trail, it will be the responsibility of the Association, and not the abutting homeowners. It is anticipated that Outlot "J" will be planted with prairie and/or more natural grasses, and will be maintained with normal weeding, new plantings, tree maintenance, etc., but will not be mowed regularly. The grass between Outlot J's sidewalk and the public streets will be mowed to a turf height 6 (six) inches or less by the Association. All lots, including the parking or terrace area immediately adjacent to each such lot and inside the curb of public streets will be mowed and maintained at 6 (six) inches or less at the cost of the respective lot owner. Corner lots will have two (2) parking and terrace areas' sidewalks to maintain with mowing and snow removal.

5. The assessments, together with interest, costs and reasonable attorney's fees required for collection of past due assessments, shall be a charge on the assessed property and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the owner of such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to any successors in title unless expressly assumed by such successor, but the lien therefore shall remain until foreclosed or released. The assessments will be determined first by the Developer, then successively by the Board of the Association. Such assessments shall be subordinate to the lien of any first mortgages encumbering any lot within the Subdivision.

ARTICLE VI
GENERAL PROVISIONS

1. A perpetual easement for utility purposes is reserved on a portion of each lot as designated on the Subdivision plat. No improvements shall be placed within the easement rights-of-way which in any manner interfere with the installation and maintenance of the utilities within the easements rights-of-way. A perpetual easement is hereby granted in favor of (utility providers) and the City of North Liberty, upon, over and under, along and across the areas marked on the plat of the Subdivision as "utility easement", "U.E." Each of said utilities shall have the right to install, lay, construct, reconstruct, renew, operate, maintain and remove conduit, cables, pipes, poles and wires, overhead and underground, with all the necessary braces, guys, anchors, crossarms, electric lines, insulators, and other equipment or appurtenances for the purpose of serving the Subdivision and other property with electricity, gas, communication, and cable service; the right to trim, cut down, and remove trees, brush, saplings and bushes that 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 the purposes aforesaid. No permanent dwelling's trees shall be placed on the areas so designated for utility easement, but the

same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

2. These restrictive covenants shall not be binding upon any lot in said Subdivision so long as title thereto remains held by Developer.

3. The approval, waiver or consent required or permitted of the Developer under the terms of these Covenants shall be exercised by Developer, the ARC, or such other person or entity as Developer may designate in writing.

4. These covenants are to run with the land and shall be binding on all parties (except as provided in Article VI, Paragraph 2) and all persons claiming under them for twenty one (21) years. These covenants may be extended for additional terms of twenty one (21) years any time during the current term by any lot owner filing a Verified Claim with the Johnson County Recorder, at any time prior to the expiration of the then current term in accordance with the requirements of Section 614.24 Code of Iowa, or its successor. Pursuant to Section 614.25, Code of Iowa, the filing of such Verified Claim shall cause these covenants to be extended for an additional twenty one (21) year term from the date of such filing.

5. If the parties hereto or any of them or their assigns, shall violate or attempt to violate any of the covenants or restrictions herein during their existence as provided for in Paragraph 5, it shall be lawful for any other person or persons owning any other lot in said development or Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants or restrictions and either prevent said person or persons from so doing or to recover damages (including reasonable attorney fees and court costs) or other dues for such violation.

6. Invalidation of any one (1) of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

7. The owner of any lot subject to these Covenants assumes, by acceptance of a deed for the lot, Developer's obligations with respect to such lot for: (i) soil erosion control on such lot, including inspection cost, from and after delivery of the deed; and (ii) installation of sidewalks or trails as required by the City of North Liberty, Iowa, if not already installed by the Developer. Such owner shall cooperate with Developer in obtaining a transfer of any soil erosion control NPDES, CSR, or other governmental permits 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 Developer or its affiliate, and reissuance of a permit in the name of such owner. At any time required by Developer, any party accepting a Deed for any lot or part thereof shall execute the appropriate documentation required by the Iowa Department of Natural Resources ("DNR"), the City of North Liberty, Iowa, or other governmental body to release Developer from responsibility for executing a soil erosion plan (including monitoring, inspecting and record keeping) as it applies to the lot for the period of time after the delivery of a Deed for such a lot, and to release Developer from any other obligations 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 Developer, fails to execute documentation to relieve Developer from responsibility for soil erosion or fails to comply with the lawful requirements for control of soil erosion shall be obligated to hold Developer harmless from all liability, costs and expense, including reasonable attorney fees, arising from such failure by such party. Developer is not required to renew NPDES, CSR, or other governmental permits with respect

to soil erosion, wetland and other environmental laws when they expire, but may do so in its sole discretion.

8. These Restrictive Covenants may be amended from time to time with the written consent of the owners of at least two-thirds (66.67%) of the lots/units fifty (50) votes total within Greenbelt Trail Part Three and Part Four Subdivisions located in North Liberty, Iowa, at the time of the amendment. Said amendment shall be executed in writing and signed by the owners of at least two-thirds (66.67%) of the lots/units within said Subdivision and the same shall be filed of record in the office of the Johnson County Recorder. For so long as Developer owns at least one (1) lot in the Subdivision, no amendment shall be valid or enforceable unless approved by Developer in writing.

DATED this 9th day of December, 2024.

GREENBELT 3-4, L.L.C.

By:_____
James Patrick Scanlon, Jr., Manager

COMMONWEALTH OF MASSACHUSETS)
)SS:
COUNTY OF SUFFOLK)

This instrument was acknowledged before me on this 9th day of December, 2024, By James Patrick Scanlon, Jr., Manager of Greenbelt 3-4, L.L.C.

ROBERT A FITZGERALD NOTARY PUBLIC MY COMMISSION EXPIRES 3/20/2031 COMMONWEALTH OF MASSACHUSETTS

Notary Public in and for the Commonwealth of Massachusetts

BK: 6645 PG: 966
Recorded: 4/24/2025 at 8:44:09.0 AM
County Recording Fee: $7.00
Iowa E-Filing Fee: $3.00
Combined Fee: $10.00
Revenue Tax: $0.00
Kim Painter RECORDER
Johnson County, Iowa

Prepared by and return to: Robert N. Downer 327 2nd Street, Suite 300 Coralville, IA 52241
319/731-2448

Document Reference: Book 6640, Page 321

JOINDER OF PROTECTIVE COVENANTS AND RESTRICTIONS
OF
GREENBELT TRAIL PART THREE AND PART FOUR SUBDIVISIONS
NORTH LIBERTY, JOHNSON COUNTY, IOWA

The undersigned, Scanlon Family, L.L.C., who by virtue of the Real Estate Contract recorded May 14, 2024, in Book 6560, page 832, Records of Johnson County, Iowa, is contract vendor of lots in the subdivisions known as Greenbelt Trail Part Three and Part Four Subdivisions, North Liberty, Johnson County, Iowa, the plats for said subdivisions being recorded in the office of the County Recorder of Johnson County, Iowa, at Plat Book 69, Page 222, and Plat Book 68, Page 223, ("Subdivisions"), does declare, covenant and agree with and for mutual benefit of those persons to whom Greenbelt 3-4, L.L.C. ("Developer") has contracted to sell or may hereafter sell any lot of either respective Subdivision, and for the benefit of itself and its respective successors, assigns, or legal representatives, to join in the Protective Covenants and Restrictions of Greenbelt Trail Part Three and Part Four Subdivisions, North Liberty, Johnson County, Iowa, recorded in Book 6640, Page 321, Records of Johnson County, Iowa.

Dated the 23rd day of April, 2025.

Scanlon Family, L.L.C.

By: _____
James Patrick Scanlon, Jr., Member and Manager

COMMONWEALTH OF MASSACHUSETTS)
) SS:
COUNTY OF NORFOLK)

This instrument was acknowledged before me on this 23rd day of April, 2025, by James Patrick Scanlon, Jr., Member and Manager of Scanlon Family, L.L.C.

PATRICIA E. DUGGAN
My Commission Expires March 5, 2032
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

_____
Notary Public in and for the Commonwealth of Massachusetts