

### DAVID L. MEYER 4111 EAST 60<sup>TH</sup> STREET DAVENPORT, IOWA 52807 (563)359-1348

Page 1 of 3

### FINAL PLAT CERTIFICATE

I, David L. Meyer of Verbeke-Meyer Consulting Engineers, P.C., hereby certify that I am a Licensed Land Surveyor, licensed in compliance with the laws of the State of Iowa; that this plat of PEBBLE CREEK NORTH ELEVENTH ADDITION to the City of LeClaire, Iowa, correctly represents a survey completed by me on July 23, 2012; that all the monuments and pins shown thereon will exist as required by the Code of Iowa within 30 days after the completion of the required improvements and that their location, size, type and materials are accurately shown and that the correct legal description of said addition is as follows:

Part of the Northeast Quarter of Section 5 and part of the Northwest Quarter of Section 4, all in Township 78 North, Range 5 East of the 5<sup>th</sup> P.M., and, in part, being a replat of Lots 27, 28, 29, 30 and 31 of Pebble Creek North Seventh Addition to the City of LeClaire, Iowa, being more particularly described as follows:

Commencing at the northeast corner of Lot 6 of Pebble Creek North Eighth Addition to the City of LeClaire, Iowa, said point being the POINT OF BEGINNING of the tract of land hereinafter described:

thence South 82°-35'-38" East 181.48 feet along the southerly right of way line of Interstate 80 as now established to an angle point;



### PEBBLE CREEK NORTH ELEVENTH ADDITION Page 2 of 3

thence North 32°-05'-41" East 107.80 feet along the southerly right of way line of said Interstate 80 to an angle point;

thence South 82°-31'-11" East 586.88 feet along the southerly right of way line of said Interstate 80 to the northerly most corner of Lot 36 of said Pebble Creek North Seventh Addition;

thence South 48°-45'-24" West 391.41 feet along the northwesterly line of said Pebble Creek North Seventh Addition;

thence southeasterly 33.59 feet along the westerly line of said Pebble Creek Seventh Addition being a curve concave southwesterly having a radius of 180.00 feet and a chord bearing and dimension of South 35°-53'-49" East 33.54 feet;

thence South 30°-33'-02" East 203.93 feet along the westerly line of said Pebble Creek North Seventh Addition to a point on the northerly line of said Lot 31;

thence North 59°-26'-58" East 159.77 feet along the northerly line of said Lots 31, 30 and 29;

thence northeasterly 140.94 feet along the northerly line of said Lots 28 and 27 being a curve concave southeasterly having a radius of 270.00 feet and a chord bearing and dimension of North 74°-24'-13" East 139.34 feet;

thence South 00°-38'-32" West 150.00 feet along the west line of Lot 26 to a point on the north line of Lot 17 of said Pebble Creek North Seventh Addition;

thence South 89°-21'-25" West 32.05 feet along the north line of said Lot 17;

thence South 59°-26'-58" West 599.10 feet along the northwesterly line of said Pebble Creek North Seventh Addition to a point on the northerly line of Pebble Creek North Fifth Addition to the City of LeClaire, Iowa;

## PEBBLE CREEK NORTH ELEVENTH ADDITION Page 3 of 3

thence North 68°-20'-18" West 190.41 feet along the northerly line of said Pebble Creek North Fifth Addition to the southeasterly right of way line of Cobblestone Lane as now established;

thence North 21°-39'-42" East 10.00 feet along the southeasterly right of way line of said Cobblestone Lane;

thence North 68°-20'-18" West 372.20 feet along the northerly line of said Pebble Creek North Fifth Addition to a point on the southeasterly line of said Pebble Creek North Eighth Addition;

thence North 42°-02'-27" East 115.92 feet along the southeasterly line of said Pebble Creek North Eighth Addition to an angle point;

thence North 07°-41'-55" East (assumed bearing for this survey) 507.01 feet along the easterly line of said Pebble Creek North Eighth Addition to the point of beginning.

Containing 12.81 acres, more or less, subject to easements of record.

VERBEKE-MEYER CONSULTING ENGINEERS, P.C.

DAVID L.
MEYER
7222

David L. Meyer, P.E. & L.S.

Iowa License Number 7222

### **OWNER'S CERTIFICATE**

We the undersigned, PCV Development of Wisconsin, Inc., owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided said real estate in accordance with the accompanying plat. We do further certify that this plat is made and submitted with our free consent and desires.

This subdivision will be known and designated as Pebble Creek North Eleventh Addition, an addition to the City of LeClaire, Iowa.

Zoning setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, alley, or other adjoining properties, there will be erected or maintained no buildings or structures.

A perpetual non-exclusive easement is hereby granted to any local public utility or municipal department, their successors and assigns, within the area shown on the plat and marked as an EASEMENT, to install, lay, construct, renew, operate, maintain and remove conduits, cables, pipes, poles, and wires with all necessary braces, guys, anchors, manholes, and other equipment for the purpose of serving the subdivision and other property with underground telephone, storm sewer, cable television, electricity, gas, sanitary sewer, water, or other service as a part of the respective utility systems. (Further, an overhead easement is hereby granted for those overhead utilities in existence at the time of this platting.) Also is granted, subject to the prior rights of the public therein, the right to use the streets and lots with underground service lines to serve adjacent lots and street lights, the right to cut down and remove or trim and keep trimmed any trees or shrubs that interfere or threaten to interfere with any of the said public utility equipment, and the right is hereby granted to enter upon the lots at all times for all of the purposes aforesaid. No permanent buildings or trees will be placed on said area as shown on the plat and marked "EASEMENT", but 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 granted.

IN WITNESS WHEREOF, the undersigned has executed this instrument as its and their free and voluntary act and deed.

Dated this 20 day of August, 2012.

PCV Development of Wisconsin, Inc.

DENNIS GERARD

Date 10-12-10-03-19-98-See

### OWNER'S DEDICATION CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, PCV Development of Wisconsin, Inc., an Illinois corporation, does hereby certify that it is the owner and proprietor of the following described real estate situated in SCOTT COUNTY, Iowa, to-wit:

### **Pebble Creek North Eleventh Addition**

That the street and sidewalk paving improvements, storm sewer, water and sanitary sewer systems (and all associated appurtenances attached thereto) as shown to be dedicated to the public on the plat, approved

construction drawings, or as otherwise specified, to which this dedication is attached, are hereby dedicated to the public for the purposes shown on said plat, drawings, or as otherwise specified. IN WITNESS WHEREOF, the proprietor has caused these presents to be signed this day of August PCV Development of Wisconsin, Inc. State of WW Before me, the undersigned, a Notary Public in and for the County of Scott, and State of , personally appeared Denvis Gerard to me personally known, who being by me duly sworn did say that they are the President of said corporation executing the within and foregoing instrument, no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors and that the said President as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed. (SEAL)

JENNIFER SMITH Commission No. 763737 My Commission Expires July 2, 2013

PUBLIC

### CERTIFICATE OF ATTORNEYS

I, DANIEL C. HAWKINS do certify that, in my opinion the fee simple title to the real estate described in the Certificate of Dave Meyer, Registered Land Surveyor, as indicated on the Final Plat of Pebble Creek North Eleventh Addition, a Subdivision in the City of LeClaire, Scott County, Iowa, is in PCV Development of Wisconsin, Inc., and said real estate is free from all liens and encumbrances.

Dated at Sterling, IL this 7th day of August, 2012.

WARD, MURRAY, PACE & JOHNSON P.C.

BY:

Daniel C Hawkins, of its shareholders

### Approval of Subdivision Plat Name by Scott County Auditor

Date 23 August 2012							
The Scott County Auditor's Office has reviewed the final plat of:							
PERRIE CREEK NORTH 11TH ADDITION							
Pursuant to Iowa Code §354.6(2) and §354.11(6), we approve of the subdivision name or title and have no objections to this subdivision plat being recorded.							
Signed County Auditor of Scott County, Iowa							
by Rolar Seputy							
(SEAL)							

### TREASURER'S TAX CERTIFICATE

I, Bill Fennelly, Treasurer for the County of Scott, State of Iowa, hereby certify that I have examined the records of said County, and find that the following described real estate, to wit: **Pebble Creek North Eleventh Addition** is free from all taxes as of this the <u>24</u> day of <u>August</u>, 2012.

Treasurer, Scott County, Iowa

850401006

### **COUNCIL'S RESOLUTION OF ACTION ON FINAL PLAT**

### OF THE PEBBLE CREEK NORTH 11<sup>TH</sup> ADDITION SUBDIVISION

### RESOLUTION #12-192

WHEREAS, PVC DEVELOPMENT OF WISCONSIN, INC. c/o: Mrs. Jennifer Belby, Attorney (Owner's Rep) of #20 Sandstone Ct., LeClaire, Iowa 52753, has filed for approval of a FINAL PLAT of the "PEBBLE CREEK NORTH 11<sup>TH</sup> ADDITION SUBDIVISION", a subdivision of real estate generally described as follows, to wit:

#### ABBREVIATED LEGAL DESCRIPTION

Part of the Northeast Quarter of Section 5 and part of the Northwest Quarter of Section 4, all in Township 78 North, Range 5 East of the 5<sup>th</sup> P.M., and, in part, being a replat of Lots 27, 28, 29, 30 and 31 of Pebble Creek North Seventh Addition to the City of LeClaire, Iowa.

- WHEREAS, said plat is accompanied by certificates acknowledging that said subdivision is by and with the free consent of the proprietors, and.
- WHEREAS, said plat and the attachments thereto have been examined by the CITY COUNCIL OF THE CITY OF LECLAIRE, IOWA, and have been found to be in general conformance with the LECLAIRE SUBDIVISION DEVELOPMENT REGULATIONS and the requirements of other ordinances of the CITY and State Laws governing such plats;

NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL OF THE CITY OF LECLAIRE, IOWA, that said plat and all other documents be and are herewith approved as submitted and revised subject to the provisions of the City's Subdivision Ordinance and the following stipulation(s):

- 1. The required accompanying subdivision documents shall be submitted to and approved by the City Administrator for filing and recording. These shall include the following:
  - a. Owner's Certificate(s) (in final form)
  - b. Attorney's Certificate(s)
  - c. Scott County Treasurer's Certificate
  - d. Scott County Auditor's Naming Certificate
  - e. Restrictive and Protective Covenants (in final form)
  - f. Subdivision "Hold-Harmless and Waiver of Liability" Form (in final form)
- 2. Any technical plat drawing irregularities as defined on the plat submittal check-list shall be corrected by the developer and approved by the City Administrator.
- Final, infrastructure construction drawings and documents (including those for the extensions and interconnecting improvements for the Pebble Creek North 7<sup>th</sup> & 8<sup>th</sup> Addition improvements) shall be submitted to the City, reviewed, and approved for construction by the City Engineer.
- 4. There shall be specifically included on the plat the following modifications and/or notes:
  - a. Any and all final drainage easement areas as required by the City Engineer shall be shown, labeled, and dimensioned.
- 5. This plat is approved subject to the final approval and recording of the "Pebblestone" PDD rezoning ordinance #752.

BE IT FURTHER RESOLVED by the CITY COUNCIL that the MAYOR and CITY CLERK, be, and are, hereby authorized to enter such approval upon said plat.

PASSED, ADOPTED AND APPROVED this the 24th day of September, 2012.

Robert J. Scannell, Mayor

Edwin N. Choate, City Administrator

ATTEST:

(City Seal)

on Final Plat.doc

Date/0-02-/2 Initials GNU Toleron 2012-00033339997Second



325 WISCONSIN STREET LECLAIRE, IOWA 52753 TEL: (563)-289-4242 FAX: (563)-289-6010 WWW.LECLAIREIOWA.GOV

### "HOLD-HARMLESS, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT"

The undersigned, <u>PCV Development of Wisconsin, Inc.</u>, and any person(s) claiming through or under the undersigned and any respective sureties, covenant and agree to defend, protect, completely indemnify, and hold harmless the <u>CITY OF LECLAIRE, IOWA</u>, its agents, employees, and assigns from any and all actions, claims demands for damages, expenses, (including attorney's fees), or liability of any kind or nature whatsoever, which may be occasioned by or arising out of any accident or other occurrence causing or inflicting injury and/or damage to any person(s) or injury and/or damage to property, in, upon or about the following described property:

#### PEBBLE CREEK NORTH ELEVENTH ADDITION

which may in any way be caused by the accidental, intentional, or negligent action of the undersigned or any person(s) claiming through or under the undersigned, or which may result there from as a result of the authorized use, occupancy, or tenancy of the above-described public property for the following listed actions or events:

# THE PLATTING AND DEVELOPMENT, INCLUDING THE CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS (IF ANY), AND ANY RELATED ACTIVITIES ON OR ABOUT THE ABOVE-DESCRIBED SUBDIVISION

The undersigned further covenants and agrees that they have or will, at their own expense, procure and maintain for the duration of the above-described activity, not less than \$1,000,000 in casualty and liability insurance in a responsible company or companies authorized to do business in the State of Iowa, as approved by the City.

DATED THIS THE 20 DAY OF AWAYS, 2012.

(Approval and Acceptance by the

City of LeClaire)

PCV DEVELOPMENT OF WISCONSIN, INC.

### EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS

PCV Development of Wisconsin, Inc., is the owner of certain property in the City of LeClaire, Scott County, Iowa, which is more particularly described as PEBBLE CREEK NORTH ELEVENTH ADDITION, an Addition to the City of LeClaire, Scott County, Iowa, and hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenant, restrictions and conditions shall run with the real property, shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof.

- 1. "PEBBLE CREEK NORTH ELEVENTH ADDITION" shall mean the Final Plat of PEBBLE CREEK NORTH ELEVENTH ADDITION, an Addition to the City of LeClaire, Iowa, as filed in the office of the Recorder of Deeds of Scott County, Iowa.
- 2. "Declarant' shall mean and refer to PCV Development of Wisconsin, Inc., an Iowa corporation.
- 3. "Developer" shall mean the same as "Declarant".
- 4. "Lot" shall mean and refer to any one of Lots 1 through 34 of PEBBLE CREEK NORTH ELEVENTH ADDITION.
- 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot that is a part of PEBBLE CREEK NORTH ELEVENTH ADDITION, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 6. "Association" shall mean and refer to PEBBLE CREEK NORTH HOME OWNERS ASSOCIATION, INC., an Iowa nonprofit corporation, its successors and assigns.
- 7. "Member" shall mean and refer to every person or entity that holds membership in the Association, as the context requires or specifies.
- 8. "Common Facilities" shall mean those improvements, equipment and amenities owned by the Association for the common use and enjoyment of the Members of the Association, including but not limited to the subdivision entrance signs, the subdivision entrance landscaping improvements and the lighting throughout PEBBLE CREEK NORTH ELEVENTH ADDITION.

- 9. "Single Family" shall mean one or more persons, each related to the other by blood, marriage or legal adoption, and their respective spouses and children, including step-children, maintaining a common household in a dwelling under a single head-of-household, and as further defined in the City of LeClaire's zoning ordinance. More than two married couples residing in a dwelling shall not constitute a single family. Relationship by the blood shall include relationship of half-blood.
- 10. "Structure" shall mean anything erected or constructed the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground, and as further defined in the City of LeClaire's zoning ordinance.
- 11. "Building" shall mean any Structure having a roof, supported by columns or walls, and intended for shelter, housing or enclosure of any person or persons, and further defined in the City of LeClaire's zoning ordinance.
- 12. "Building Height" shall mean the vertical distance measured from the established ground level to the highest point of the underside of the highest ceiling. Chimneys and ornamental architectural projections shall not be included in calculating the height, and as further defined in the City of LeClaire's zoning ordinance.
- 13. "Story" shall mean that portion of a Building included between the surface of any floor and the surface of the floor next above; or if there is no floor above, the space between the floor and the ceiling next above, and as further defined in the City of LeClaire's zoning ordinance. A basement or cellar shall not be counted as a story.
- 14. "Half Story" shall mean a space under a sloping roof which has the line of intersection of roof decking and wall not more than three feed above the top floor level, and in which space not more than 60 percent of the floor area is completed for principal or accessory use, and as further defined in the City of LeClaire's zoning ordinance.
- 15. "Berm" shall mean the landscaping buffer feature contained in the area along Interstate 80 on the northerly portion of Lots 28 through 34.

### ARTICLE II SPECIFIC PROVISIONS AND USE RESTRICTIONS

1. <u>Type of Use</u>. No activity shall be carried on upon any Lot which would constitute a nuisance of an unreasonable disturbance to persons occupying adjacent lots. No sheds or outbuildings of any kind shall be built on any Lot subject to this Declaration.



- 2. <u>Boats, Trailers and Campers</u>. All boats, trailers, campers or other recreational vehicles shall be stored or housed inside garages.
- 3. <u>Temporary Building or Structures</u>. No Structure of a temporary character, trailer, camper, basement, tent, shack garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Temporary Buildings or Structures used during construction of a dwelling shall be on the same Lot as the dwelling and such Buildings and Structures shall be removed upon completion of construction.
- 4. Animals, Livestock or Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for 2 dogs, and/or 2 cats and/or a reasonable number of other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. There shall be no kennels or dog runs or any other Structure built or constructed for the purpose of housing animals on any Lot.
- 5. <u>Dumping of Rubbish, Trash or Junk</u>. No Lot shall be used or maintained as a dumping ground for rubbish, nor shall rubbish, trash or junk be permitted to accumulate on any Lot. Trash, garbage or other waste shall be kept at all times in sanitary containers. All equipment for the storage of disposal of such materials shall be kept in a clean and sanitary condition.
- 6. Weeds and Debris. The Owner of each Lot, whether said Lot is vacant or improved, shall keep his, her, their or its Lot or Lots free from weeds and debris.
- 7. <u>Parking of Commercial Vehicles</u>. The parking of commercial vehicles other than in an attached garage is prohibited, except delivery vehicles during periods of deliveries.
- 8. Satellite Dishes. No satellite dishes may be installed on a Lot without the written approval by the Building Committee and the City of LeClaire. The Building Committee, as defined hereafter, shall have the full discretion concerning the location and size of the satellite dish and may require the Owner to install and maintain landscaping by the satellite dish in order to reduce the unsightly appearance of the same.
- 9. <u>Use and Maintenance of the Berm</u>. The Owners of Lots 28 through 34 ("Owners of the Berm") shall be responsible for the care and maintenance of the Berm. No Buildings or Structures shall be constructed on the Berm or in the easement area. Initial landscaping and plantings by the Developer shall be uniformly maintained by the Owners of the Berm. Any change in the landscaping and plantings, other than replacement, shall be by majority vote of the Owners of the Berm.
- 10. <u>Compliance</u>. Use of all Lots shall comply with Section III. 6-1 of the zoning Ordinance of the City of LeClaire and as amended from time to time.



### ARTICLE III BUILDING RESTRICTIONS

- Land Use and Building Type. Each Lot shall only be used for Single Family
  dwelling purposes. Each residence shall have a private garage attached thereto.
  No Lot as platted shall be subdivided as to permit the erection of more than one
  dwelling.
- 2. <u>Garages</u>. Garages shall contain no more than four parking spaces in width or no less than two parking spaces in width for the sole use of the Owners or occupants of the dwelling.
- 3. <u>Building Height</u>. No dwelling shall be erected, altered, or placed, which is more than two and one-half Stories or 25 feet in height, whichever is lesser, unless a greater height is approved by the City of LeClaire.
- 4. <u>Dwelling Quality and Size</u>. It is the intent of these covenants to assure that all dwellings shall be of a substantial quality of design, workmanship and materials. All dwellings shall be constructed in accordance with these covenants and the applicable municipal ordinances. The ground floor area of the dwelling exclusive of attached garages, open terraces, breezeways and porches shall be:
  - A. For one Story dwelling: the ground floor area of the main Structure shall not be less than 1,400 square feet;
  - B. For one and one Half Story dwellings: there shall be no less than 1,600 square feet of total living area; and
  - C. For dwelling of more than one and one Half Stories: there shall be no less than 1,800 square feet of total living area.

All square footage limitations mentioned herein shall not include any basement.

### 5. Building Committee.

A. <u>Composition</u>. The Building Committee shall be composed of three individuals appointed by the Developer. The initial members of the Building Committee shall be Dennis Gerard, Jim Bergman and Ann Bergman. The Building Committee by majority vote may designate a representative to act on its behalf and with its full authority. In the event of the death or resignation of any member of the Building Committee, the Developer shall designate a replacement member. Neither the members of the Building Committee nor its designated



- representative shall be entitled to any compensation for services performed pursuant to this Declaration.
- B. Approval Required. No Building or Structure shall be erected, placed or altered on any Lot until the building plans, specifications and plot plan; showing all Buildings, patios, pools, fences and all other Structures showing the location thereof; and side yard distances, rear yard distances, front yard distances, driveways and walkways, type of construction and Building elevations have been approved in writing as to conformity and harmony of external design and quality workmanship and materials with existing Structures and with respect to topography and finished ground elevation by the Building Committee.
- C. Procedure. The required plans, specifications and plot plan shall be submitted in duplicate with one copy remaining with the Building Committee. If said Building Committee, or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. If construction is not commenced within 6 months from the date of approval of any plans, the plans shall be resubmitted to the Building Committee before the commencement of construction.
- D. <u>Cessation</u>. The powers and duties of the Building Committee, and of its designated representative, shall cease upon completion of homes on all of the Lots in PEBBLE CREEK NORTH ELEVENTH ADDITION, unless thereafter the then owners of record of a majority of Lots appoint a Building Committee consisting of three individuals, who shall thereafter exercise the same powers previously exercised by said Building Committee.
- 6. <u>Time of Completion</u>. All construction must start within three (3) years of purchase of any Lot subject to this Declaration by an Owner. Upon commencement of construction of any dwelling on any Lot, said dwelling must be completed within twelve (12) months of the commencement of construction, provided, however, that if construction is delayed by reason of strikes, acts of God, fire or other causes beyond the control of the Owner or builder of said dwelling, then the construction period shall be extended for such additional period of time that it was delayed by reason of such causes to complete the construction of said dwelling.
- 7. <u>Yard Area and Landscaping</u>. The yard of any completed dwelling must be seeded or sodded immediately upon completion of construction and landscaping completed within six (6) months of occupancy. All landscaping plans shall be



first approved in writing by the Building Committee. Said Yard Area and Landscaping shall also comply with Section III.6-1 of the Zoning Ordinance of the City of LeClaire, as amended from time to time.

- 8. New Construction. Any dwelling constructed on any Lot shall be new construction.
- 9. <u>Municipal Sidewalks</u>. Sidewalks along any adjacent pubic right-of-way shall be installed by the Owner of each Lot at his, her, heir, or its own cost and expense in conjunction with the construction of any dwelling. Sidewalks shall be constructed to City of LeClaire specifications and shall not be constructed with anything other than regular concrete, and exposed aggregate shall not be allowed.
- 10. Excess Excavation. Any excess dirt on any Lot resulting from excavation shall be subject to the direction and control of the Building Committee and shall be disposed of at Owner's expense as the Building Committee shall direct.
- 11. <u>Tennis Courts and Pool</u>. No swimming pool or tennis court shall be constructed unless first approved by the Building Committee. Any swimming pool must be constructed below the ground elevation. Tennis courts and swimming pools shall be screened from any street or adjoining Lot by an approved fence, evergreen hedge or other visual barrier first approved in writing by the Building Committee and subject to the approval of the City of LeClaire.
- 12. <u>Driveway</u>. Access driveways for vehicular travel from the property line to the Building shall be constructed of Portland Cement concrete.
- 13. <u>Preservation of Natural Habitat</u>. All existing trees, bushes and shrubs shall be protected and preserved in their native state as much as possible, except as the same may interfere with the dwelling area. Each Lot owner shall make every effort to preserve all ornamental shade trees.
- 14. <u>Housekeeping</u>. The Owner of a Lot shall require all contractors and subcontractors to keep and maintain the Lot in a clean and sightly condition during construction.
- 15. <u>Compliance</u>. All building restrictions shall comply with Section III.6-1 of the Zoning Ordinance of the City of LeClaire, as amended from time to time.

### ARTICLE IV ASSOCIATION MEMEBERSHIP AND VOTING RIGHTS

 Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract Sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security



for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

2. The Association shall have two classes of voting membership as follows:

#### CLASS A

Class A Members shall be all Owners with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by this Article. When more than one person or entity holds such interest in any Lot, all such persons or entities shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote to be cast with respect to any Lot, and no fractional votes shall be cast with respect to any Lot.

### **CLASS B**

The Class B Member shall be the Declarant. The Class B Member shall be entitled to 5 votes for each Lot in PEBBLE CREEK NORTH ELEVENTH ADDITION in which it holds the interest required for membership required by this Article, provided that the Class B membership shall cease and be converted Class A membership when the total votes outstanding in the Class A membership among PEBBLE CREEK NORTH ELEVENTH ADDITION Owners equal the total votes outstanding in the Class B membership for Lots in PEBBLE CREEK NORTH ELEVENTH ADDITION.

### ARTICLE V PROPERTY RIGHTS

- 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in the Common Facilities and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions"
  - A. The right of the Association to charge reasonable fees for the operation, insurance, maintenance, repair and replacement of the Common Facilities;
  - B. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of repairing, replacing, improving or enhancing the Common Facilities;
  - C. The right of the Association to suspend voting rights of an Owner; for any period during which any assessment or installment thereof, against



- that Owner's Lot remains unpaid, and for a period not to exceed 60 days.
- D. The right of the Association to adopt reasonable rules and regulations for the operation, insurance, use, maintenance, repair and replacement of the Common Facilities.
- 2. <u>Title to the Common Facilities</u>. The Declarant hereby covenants itself, its successors and assigns, that it will transfer ownership and title to the Common Facilities (other than areas dedicated to the City of LeClaire for street and sidewalk purposes) to the Association at the time of the conveyance of the first Lot in PEBBLE CREEK NORTH ELEVENTH ADDITION.

### ARTICLE VI COVENANT FOR ASSESSMENTS

- 1. <u>Creation of the Lien and Personal Obligation of Assessments</u>. The Declarant, for each improved Lot owned within PEBBLE CREEK NORTH ELEVENTH ADDITION hereby covenants, and each owner of any improved Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association Annual Assessments and Special Assessments, such assessments to be established and collected from time to time as hereinafter provided. The Annual Assessments are to be the source of funds for operation, insurance, maintenance and repair of the Common Facilities, while the Special Assessments are to be the source of funds for replacement or enhancement of the Common Facilities. The term "improved Lot" shall mean any Lot having a Building erected thereon and ready for occupancy as shown solely by the issuance of an occupancy permit for such Building by the City of LeClaire, Iowa. The Annual and Special Assessments, together with interest, costs and reasonable attorney's fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment together with interest, costs and reasonable attorney's fees for collection, shall also be the personal obligation of the person or entity that was Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to the person's or entity's successors in title unless expressly assumed by them.
- 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in all of the PEBBLE CREEK NORTH ADDITIONS and in particular for the operation, insurance, maintenance, repair and replacement of the Common Facilities and to achieve other social and community purposes, and for services and facilities related to these purposes and related to the use and enjoyment of the Common Facilities.



- 3. <u>Imposition of Assessments</u>. The Board of Directors of the Association shall, by majority vote, fix the amount and payment terms of the levy the Annual Assessments and any Special Assessments.
- 4. <u>Uniform Rate of Assessment</u>. Both Annual and Special Assessments must be fixed at a uniform rate for all improved Lots.
- 5. Date of Commencement of Annual Assessments. The Annual Assessments provided for herein shall commence as to all improved Lots on the first day of the month following the initial conveyance of any such improved Lot. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Lot at least 30 days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due date and delinquency date shall be uniformly established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a particular Lot are current or delinquent. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- Effect of Non-Payment of Assessments and Remedies of the Association. 6. Any payment not paid within 30 days after the due date shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. Such a delinquency of any payment shall give the Association the right to declare the remainder of the entire Annual Assessment for that year immediately due and payable. The Association may bring any action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot by an action in equity. In any such action, interest, costs and reasonable attorney's fee shall be added to the amount of the delinquent assessment and collected as part of said judgment. In the event of such foreclosure, if the Association waives any and all rights to a deficiency judgment against the Owner, the period for redemption as provided by the statues of the State of Iowa shall be reduced to six months from the date of foreclosure sale. Any lot ultimately acquired by the Association through Sheriff's Deed after such a foreclosure shall be sold by the Association within a reasonable time either at public or private sale, and any surplus remaining after the payment of all assessments, interest costs and attorney's fees shall be paid over to the former Owner of said Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his, her, their or its Lot.
- 7. <u>Subordination of the Lien to Mortgages</u>. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed upon any Lot. Sale or transfer of any Lot shall not affect the assessment lien.

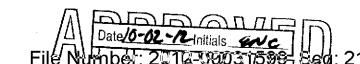


However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien only of such assessments as to payments which become due prior to such sale, or transfer, provided that such sale or transfer shall not extinguish the personal obligation of the prior Owner or his, her, their or its heirs, successors or assigns, for payment of such assessment. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

- 8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: All properties dedicated to and accepted by a local public authority. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.
- 9. <u>Alternative Payment of Annual Assessments</u>. Any Owner may elect, in lieu of equal monthly payments, to pay the entire Annual Assessment in one lump sum, on or before February 1 of any calendar year. The exercise of this right to make a single annual payment of the annual assessment shall not require said Owner to make payment of subsequent Annual Assessments in one lump sum.

### ARTICLE VII GENERAL PROVISIONS

- 1. <u>Enforcement</u>. Any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants or reservations now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 2. <u>Severability</u>. Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.
- 3. <u>Duration</u>. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 21 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years each.
- 4. <u>Assignment</u>. In the event that the Declarant sells, conveys and transfers Lots 1-34 in PEBBLE CREEK NORTH ELEVENTH ADDITION to a buyer in a single sale, the Declarant shall assign its right, title and interest as Declarant to the buyer and the buyer shall assume the position of Declarant as defined in this Declaration.
- 5. <u>Amendment by Declarant</u>. The Declarant reserves the right to revise and amend the Articles of this Declaration until more than half of the Lots in



PEBBLE CREEK NORTH ELEVENTH ADDITION have been sold, including the replatting of one or more Lots, provided, however, that no such amendment or revision shall be valid or effective until it has been approved by resolution adopted by the City Council of the City of LeClaire, lowa, and certified copy of the amendment adopted by the Declarant, having both been recorded in the office of the Recorder of Scott County, Iowa.

6. Amendment by Owners. The Articles of this Declaration may be amended during the first 21 year period by an instrument signed by not less than Owners of 90% of the Lots and thereafter by an instrument signed by not less than Owners of 75% of the Lots, provided, however, that no such amendment shall be valid or effective until it has been approved by resolution adopted by the City Council of the City of LeClaire, Iowa, and certified copy of the amendment adopted by the Lot Owners, having both been recorded in the office of the Recorder of Scott County, Iowa.

IN WITNESS WHEREOF, the undersigned has executed this instrument as its free and voluntary act.

PCV DEVELOPMENT OF WISCONSIN, INC.
an Iowa corporation

By:

State of:
County of SCOW :
Before me, the undersigned, a Notary Public in and for the County of Scott, and State of Nowa, personally appeared Dennis Gerard to me personally known, who being by me duly sworn did say that they are the President of said corporation executing the within and foregoing instrument, no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors and that the said
as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.
(OPAL)

(SEAL)



NOTARY PUBLIC

7/2/13
MY COMMISSION EXPIRES

# GENERAL NOTES

IRON MONUMENTS FOUND SHOWN THUS \_\_\_\_\_ ( 5/8" FIND PIN ). IRON MONUMENTS SET SHOWN THUS ----- ( 5/8" x 30" IRON PIN ).

DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF.

SUBDIVISION CONTAINS 12.81 ACRES, MORE OR LESS.

BLANKET UNDERGROUND EASEMENTS GRANTED FOR SEWER, WATER, GAS, ELECTRIC. TELEPHONE AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED.

SUBDIVISION IS ZONED P/R-2 ( OVERLAY PLANNED DEVELOPMENT ). PEBBLESTONE PLANNED DEVELOPMENT DISTRICT - ORD. #752

MINIMUM SIDE YARD WIDTH IS 5 FEET AND THE SUM OF THE SIDE YARD WIDTHS IS 12 FEET. IF AN ATTACHED GARAGE IS NOT CONSTRUCTED, A MINIMUM OF AT LEAST 12 FEET WILL BE PROVIDED ON ONE SIDE OF THE PRINCIPAL STRUCTURE. MINIMUM REAR YARD SETBACK IS 30 FEET.

ALL ADJOINING PROPERTY AROUND THE SUBDIVISION IS ZONED P/R2 ( OVERLAY PLANNED DEVELOPMENT ).

THIS PLAT IS SUBJECT TO THE PROVISIONS OF SECTION III.6 OF THE CURRENT SUBDIVISION DEVELOPMENT REGULATIONS, CITY OF LECLAIRE, IOWA. ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE LATEST CITY OF LECLAIRE STANDARD SPECIFICATIONS.

ALL STREET RIGHT OF WAYS ARE DEDICATED TO THE CITY OF LECLAIRE, IOWA. FOR STREET PURPOSES. WITH THE RECORDING OF THIS PLAT.

SIDEWALK SHALL BE CONSTRUCTED ALONG THE STREET FRONTAGE OF EACH LOT SHOWN HEREON AS EACH LOT IS DEVELOPED.

LOTS 27 THROUGH 34 SHALL NOT HAVE DIRECT ACCESS TO INTERSTATE 80

PROPERTY ADDRESSES ELEVENTH ADDITION									
LOT	ADDRESS	LOT	ADDRESS						
ł	81 COBBLESTONE LANE	19	94 COBBLESTONE LANE						
2	83 COBBLESTONE LANE	19	2 GREYSTONE COURT						
3	85 COBBLESTONE LANE	20	4 GREYSTONE COURT						
4	87 COBBLESTONE LANE	21	6 GREYSTONE COURT						
5	89 COBBLESTONE LANE	22	8 GREYSTONE COURT						
6	91 COBBLESTONE LANE	23	IO GREYSTONE COURT						
7	93 COBBLESTONE LANE	24	12 GREYSTONE COURT						
8	95 COBBLESTONE LANE	25	14 GREYSTONE COURT						
9	97 COBBLESTONE LANE	26	16 GREYSTONE COURT						
10	99 COBBLESTONE LANE	27	17 GREYSTONE COURT						
11	IOI COBBLESTONE LANE	28	15 GREYSTONE COURT						
12	108 COBBLESTONE LANE	29	13 GREYSTONE COURT						
13	106 COBBLESTONE LANE	30	II GREYSTONE COURT						
14	104 COBBLESTONE LANE	31	9 GREYSTONE COURT						
15	102 COBBLESTONE LANE	32	7 GREYSTONE COURT						
16	100 COBBLESTONE LANE	33	5 GREYSTONE COURT						
17	98 COBBLESTONE LANE	34	3 GREYSTONE COURT						
18	96 COBBLESTONE LANE	-	•						

NUMBER	RADIUS	DELTA	ARC	CHORD	BEARING	TANGENT
1	180.00'	10*-41'-30"	33.59′	33.54'	N.35°-53′-49″W.	16.84'
2	270.00′	29*-54′-30*	140.94'	139.34'	N.74*-24'-13"E.	72.11
3	565.26′	13*-07'-10"	129.43'	129.15'	N.66*-00'-33"E.	65.00′
4	158.00'	50*-54'-26"	140.38'	135.81	N.47°-06'-55"E.	75.21
5	150.00'	47*-52'-46"	125.35	121.73'	N.54*-29'-25"W.	66.60′
6	270.00'	22*-47'-00"	107.36'	106.66'	N.77*-57'-58"E.	54.40′
7	270.00'	07*-07'-30"	33.58'	33.55′	N.63°-00'-43"E.	16.81
8	595.26′	05*-14'-09"	54.40'	54.38'	N.62°-04'-02"E.	27.22'
9	595.26′	05°-50'-12"	60.64	60.61'	N.67°-36'-13"E.	30.35'
10	595.26'	02*-02'-49"	21.27'	21.27'	N.71°-32′-44″E.	10.63'
11	128.00'	50*-54'-26"	113.73'	110.02'	N.47*-06'-55"E.	60.93′
12	188.00'	11*-00'-00"	36.09'	36.04'	N.27*-09'-42"E.	18.10'
13	188.00'	16*-21'-34"	53.68'	53.50′	N.40*-50'-29"W.	27.02
14	188.00'	l6*-l9'-46"	53.58'	53.40′	N.57*-II'-09"E.	26.97
15	188.00'	07*-13'-07"	23.69'	23.67'	N.68*-57'-35"E.	11.86′
16	535.26'	04*-32'-53"	42.49'	42.48'	N.70°-17'-42"E.	21.25
17	535.26'	08*-34'-17"	80.07'	80.00'	N.63°-44′-07"W.	40.11′
18	25.00'	90*-00′-00"	39.27'	35.36′	N.14°-26'-58"E.	25.00'
19	120.00'	47*-52'-46"	100.28	97.39'	N.54*-29'-25"W.	53.28′
20	25.00'	42*-50'-00"	18.69'	18.26′	N.80°-09'-12"E.	9.81′
21	50.00'	42*-50'-00"	37.38'	36.51	N.80*-09'-12"E.	19.61′
22	50.00	45*-55'-40*	40.08'	39.02'	N.57*-27'-58"W.	21.19'
23	50.00′	46*-02'-26"	40.18′	39.11'	N.09*-28'-55"W.	21.24'
24	50.00′	56*-03'-47"	48.92'	47.00'	N.41*-34'-II"E.	26.62'
25	50.00′	71*-20'-32"	62.26'	58.31'	N.74*-43'-39"W.	35.89'
26	38.12'	39*-22'-25"	26.19'	25.68'	N.58°-44'-35"W.	13.64'
27	180.00'	03*-38'-44*	11.45'	II.45'	N.76*-36'-26"W.	5.73'
28	180.00'	16*-46'-16"	52.69'	52.50′	N.66*-23'-56"W.	26.53'
29	180.00'	16*-46'-16"	52.69'	52.50'	N.49*-37'-39"W.	26.53'

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PREPARED BY

DAVENPORT, IOWA 52807

**VERBEKE - MEYER** 

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