PREPARED BY AND RETURN TO: KIRSTEN H. FREY, SHUTTLEWORTH & INGERSOLL, P.L.C.,
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AMENDED AND RESTATED
PROTECTIVE COVENANTS AND RESTRICTIONS
OF
SPRING VALLEY SUBDIVISION

COMES NOW the Spring Valley Homeowners Association and each of the owners of the Lots in Spring Valley and hereby adopt the following Amended and Restated Protective Covenants and Restrictions, which will apply to the lots within Spring Valley Subdivision to Johnson County, IA as hereinafter provided:

WHEREAS, the developer of Spring Valley, a subdivision in Johnson County, Iowa imposed certain Protective Covenants and Restrictions upon the lots within Spring Valley, which Protective Covenants and Restrictions were dated the 18th day of June, 1981, and recorded with the subdivision documents for Spring Valley Subdivision, on the 26th day of June, 1981 in Book 597, page 317 of the records of Johnson County, Iowa, and subsequently amended from time to time; and

WHEREAS, that certain Affidavit to Perpetuate all "Spring Valley Development Company Protective Covenants and Restrictions" with respect to all Lots in Spring Valley Subdivision was filed on April 17, 2002 in Book 3274, Page 163 of the Records of Johnson County, Iowa; and

WHEREAS, the current owners of the lots within Spring Valley wish to amend and replace said existing Protective Covenants and Restrictions with the following Amended and Restated Protective Covenants and Restrictions of Spring Valley; and

WHEREAS, the following Amended and Restated Protective Covenants and Restrictions for Spring Valley were adopted at a duly called meeting of the Spring Valley Homeowners Association that was held on Monday, April 3, 2023 at 7:00 p.m., a quorum being present, and as set forth in the minutes of said meeting; and

NOW THEREFORE, the Spring Valley Homeowners Association and each of the undersigned owners hereby adopt these Amended and Restated Protective Covenants and Restrictions of Spring Valley, which replace and supersede the prior Protective Covenants and Restrictions, as amended.

The Spring Valley Homeowners Association and each of the undersigned owners expressly acknowledge and agree that these Amended and Restated Protective Covenants and Restrictions of Spring Valley shall be recorded in the records of the Recorder of Johnson County, Iowa, for the mutual benefit of those persons who now own or may hereinafter purchase any of the lots in Spring Valley Subdivision to Johnson County, Iowa for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property as a highly desirable rural development. These Amended and Restated Protective Covenants and Restrictions of Spring Valley are binding upon all the present and future owners of each of the lots in the subdivision as covenants running with the land and with such force and effect as if contained in each subsequent conveyance of land. Every person who now of hereinafter owns or acquires any right, title or interest in or to any lot is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to these Amended and Restated Protective Covenants and Restrictions of Spring Valley is contained in the instrument by which such person acquired an interest in said lot.

1. These covenants shall be binding upon all owners of lots within the subdivision as covenants running with the land and shall continue in force for a period of twenty-one (21) years from such date of adoption, provided that a two-thirds (67%) super-majority of the owners of lots within the subdivision may amend or revoke said covenants at any time..

2. All lots in the subdivision shall be used for single-family residential purposes only, and no more than one single-family residence shall be constructed on any lot. The following provisions shall be applicable to construction on and use of subdivision lots.

    a. No lot shall be subdivided.

    b. No trailer, basement, garage, barn or other outbuilding on the lots shall, at any time, be used as a residence, temporarily or permanently, nor shall any residence of a temporary nature be permitted.

    c. Prior to the commencement of any construction on a lot within the subdivision, plans and specifications for the proposed construction shall be submitted to the Spring Valley Homeowners Board of Directors for approval. In addition to plans and specifications for proposed structures, the application for approval shall show the location and type of any fences, parking areas, plantings, landscaping, sewer facilities and other relevant matters, including the location on the lot of all proposed improvements and materials to be used. The application shall also set forth a time schedule for construction of improvements, and in no event will an application be approved when the proposed construction will not be commenced within one (1) year from the date of the application. The Board shall approve or disapprove the application within a period of thirty (30) days, and in the event of disapproval, shall specify the exact reasons therefore. In the event any proposed construction is not commenced within one (1) year from the date said construction has been approved by the Board, said approval shall lapse and it shall be the responsibility of the lot owner to re-apply for approval prior to the commencement of construction. Once commenced, construction shall proceed in a reasonably diligent manner to completion and shall be completed within one year of commencement.

    d. During construction, it shall be the responsibility of the lot owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials and that

construction materials are kept in a neat and orderly manner. Construction vehicles parked on the roadway will be marked with reflective safety cones.

e. As a part of the construction, each lot owner shall be responsible to grade and maintain his lot in such a manner to minimize damage that might result to roads, other lots or common areas as a result of erosion and surface water drainage.

3. Lots shall be maintained free of debris or other waste, and such waste shall be placed in sanitary containers having tight fitting lids.

4. All sewage systems shall be subject to the applicable regulations of the public authority having jurisdiction thereof. If any sewer system causes pollution or creates any offensive odors or unsightly condition, the owner thereof shall correct said condition within a period of thirty (30) days after being notified in writing by the Board and/or public authority having jurisdiction thereof. Septic systems shall be cleaned at least once every five years, and a certificate showing that such work has been performed shall be filed with the Association's Board Secretary. All sanitary, kitchen and other drains shall be constructed and maintained in compliance with the applicable rules and regulations of the public authority having jurisdiction thereof.

5. No animals, livestock or poultry shall be raised or kept within the subdivision, except for usual household pets, provided that such household pets shall not be kept or maintained for commercial purposes.

6. Vehicles parked overnight on streets shall be marked with reflective safety cones.

7. The owner of any building damaged by fire or other Act of God shall within ninety (90) days after such event, unless an extension of time is granted by the Association, commence restoration or removal of said building and said restoration or removal shall be completed within one (1) year of its commencement. In the event of a total destruction of any building, the owner shall, within ninety (90) days after such event, unless an extension of time is granted by the Association, commence removal of the debris and restore the site to a satisfactory condition. Said removal and restoration shall be completed within one (1) year of its commencement date. If any owner fails to commence removal of any debris within the time specified above, or any extension of such time granted by the Association, the Association shall have the right to enter upon said land and remove the debris, and any expenses incurred may be assessed to the lot owner and shall become a lien upon such lot enforceable in the same manner as liens for Association maintenance.

8. All telephone, electrical and other wires shall be placed underground.

9. Drainage easements and natural drainage ways shall not be obstructed.

10. Each lot shall have a perpetual non-exclusive easement for ingress and egress and utility line construction and maintenance over and across the utility easements and streets and roads as shown on the final plat of the subdivision.

11. The Association shall be responsible for the maintenance and repair of the streets and roadways within the subdivision, the maintenance, operation and improvement of the water systems serving the subdivision, for the maintenance and improvement of the common areas and private parkway

easements within the subdivision and for the providing of common services to the owners of lots within the subdivision. In addition to the maintenance and service obligations, it shall also be the obligation of the Association to obtain and keep in force liability insurance covering its ownership, operation and maintenance of the roadways, water system, common areas and private easements. The Association shall be responsible for assessing and collecting sufficient funds, from the owners of the lots within the subdivision, to cover the costs of such common services, maintenance expense and costs of any improvement undertaken by the Association for the benefit of the lot owners. It shall be the responsibility of the Association to establish procedures for enforcing assessments levied by the Association provided, that any lien rights in favor of the Association shall be subordinate to any properly recorded first mortgage lien except where notice of a lien established by the Association has been placed of record in the Office of the Recorder of Johnson County, Iowa, prior to the recording of such first mortgage.

12. The Association is and shall remain solely responsible for the maintenance and improvement of the common areas.

13. 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 on any lot and the restrictions pertaining to acts within a county in said Code chapter shall be applicable to this lot. No use shall be permitted on any lot if it poses an extraordinary or otherwise disproportionate strain or burden on the road or water system of Spring Valley Subdivision.

14. Solar panels shall be allowed on rooftops of dwellings or other improvements located on the lot only. Free standing solar panels shall not be mounted or placed anywhere on a lot or on a structure, other than on rooftops. No solar panels shall be installed without prior approval of the Spring Valley Estates Homeowners Association.

15. A lot owner may only operate home-based businesses upon a lot within Spring Valley if the business does not create a nuisance to the neighborhood and there is minimal additional vehicular traffic as a result of the business.

16. Violations of these covenants may be enforced by any titleholder of a lot located in Spring Valley Subdivision or by the Spring Valley Homeowners Association. In case of any violation of the provisions hereof, the prevailing owner(s) of any lot or the Spring Valley Homeowners Association may, in addition to other available remedies at law or in equity, including an action for damages, have such violation enjoined, or in the case of the erection or maintenance of any building, structure, or thing in violation of any of the provisions hereof, may have such building, structure, or thing removed by proper legal procedure. In addition, the prevailing owner(s) of any lot or the Spring Valley Homeowners Association shall, with approval of the Court, be entitled to reimbursement of all costs and expenses, including reasonable attorney's fees, incurred from the breaching lot owner. Any inaction by the lot owner(s) or the Spring Valley Homeowners Association to perfect and enforce its/their rights shall not be deemed a waiver of the right of enforcement of the same, even though such inaction may be of long duration.

17. The invalidation of any one or more of these covenants by a Court Order shall not affect the validity of the remainder of the covenants, which shall remain in full force and effect. These covenants may be amended by a two-thirds (2/3) vote of the members of the Association.