

PREPARER INFORMATION:

Kristen H. Frey
920 S. Dubuque Street
Iowa City, IA 52240
(319) 351-8181

PROTECTIVE COVENANTS AND RESTRICTIONS

OF

PHEASANT RUN SUBDIVISION, PART 1

IOWA COUNTY, IOWA

The undersigned, being the Owner and Subdivider of all lots, open spaces, and real estate in the Subdivision in Iowa County, Iowa, known as Pheasant Run Subdivision, Part 1, for the mutual benefit of those persons who may purchase lots in said Subdivision now owned by the undersigned, hereby imposes the following covenants and restrictions on each lot in said Subdivision, which shall be binding upon all the present and future owners of each and every parcel of ground in said Subdivision as covenants running with the land, and with such force and effect as if contained in each subsequent conveyance of land.

1. All lots shall be used only 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 with an exposed basement to the side or rear. All dwellings shall have an attached garage. The minimum capacity of any garage shall be two (2) cars and the maximum capacity of any garage shall not exceed three (3) cars.

[HOA NOTE — NOT COVENANT LANGUAGE:]

The current owners on lots 1 (Walter) and 2 (Hummer) are grandfathered in. If those lots sell, then they will need to build a residence, within the 2 year requirement.

2. The following provisions shall be applicable to construction on the Subdivision lots:

a. The lots shall not be subdivided. This provision shall not prevent a conveyance of a portion of one lot to the abutting owner of another, so long as said conveyance does not result in an additional building lot being created.

[HOA NOTE — OPEN QUESTION:]

Putting lots back together later?

b. Except as provided below, no trailer, mobile home, tent, boat, unattached garage, or barn shall be placed upon any lot except as specifically provided in these covenants. The owner of Lots 1 through 4 inclusive shall have the right, however, to install a hanger for the storage of aircraft in the rear yard of the lot as long as said owner has obtained approval of the plans and specifications for said hanger from the HOA Board as hereinafter provided. The construction of any auxiliary building with less than four hundred (400) square feet (outside perimeter), including hangers, may be approved by the HOA Board of Pheasant Run Subdivision Homeowners Association as long as said auxiliary building is constructed and located in a manner to maintain the aesthetic quality of the subdivision. The HOA Board shall have the sole discretion to determine whether or not said auxiliary building is consistent with the aesthetic quality of the subdivision. The construction of any auxiliary building larger than four hundred (400) square feet (outside perimeter) shall require an affirmative vote of two-thirds (66 2/3%) of the members of the Pheasant Run Subdivision Part 1, Homeowners Association voting at the annual association meeting or a special meeting called for the purpose of approval thereof.

c. No building shall be constructed nearer than 40 feet, or as noted on final subdivision plat, to the front line of the lot or 15 feet to any side lot line. All applicable provisions of the Iowa County Zoning Ordinances shall be observed.

d. No building shall be erected on any lot having a ground floor living area of less than one thousand four hundred (1,400) square feet in the case of one (1) story structures, nor less than one thousand two hundred (1,200) square feet in the case of one and one-half or two story structures. Garages and breezeways shall not be considered as ground floor area.

e. All maintenance or maintenance free exterior used to cover the front exterior of any dwelling, except a garage door, must contain at least fifteen percent (15%) brick, stone or stucco.

f. No building shall have less than a 5 and 12 pitch roof unless otherwise specifically approved in writing by the HOA Board. Roofing materials shall be asphalt shingles, wood shakes, wood shingles, slate or tile unless other materials are specifically approved by the HOA Board.

[HOA NOTE — OPEN QUESTION:]

Roofing materials provision is subject to further review.

g. Prior to any construction, plans and specifications for the proposed structures shall be submitted to the HOA Board. In addition to plans and specifications for the structure, the application shall show the location and type of fences, parking areas, plantings, landscaping, sewer facilities, septic box and other relevant matters, including the location on the lot of all proposed improvements, the materials to be used and the exterior color scheme proposed. 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 take longer than eight (8) months. The HOA Board shall approve or disapprove the application within a period of ten (10) days after receipt of all of the above documents, and in the event of disapproval shall specify the exact reasons therefor to enable the applicant to correct the application in order to obtain approval. Disapproval shall be for substantial cause, it being the intent of this restriction to permit improvements that will enhance the aesthetics of the Subdivision and maintain or improve property values.

h. All primary driveways and vehicle parking areas will be constructed of concrete, asphalt, or brick and will be completed within the eight (8) month period set forth in the immediately preceding paragraph. All walkways serving a dwelling or outbuilding shall be constructed of concrete or paving brick. Lot owners shall be responsible for the cost of the installation of any drainage culverts necessary with respect to driveway placement and construction.

[HOA NOTE — PROPOSED CHANGE, NOT CURRENT COVENANT LANGUAGE:]
Chip and seal is acceptable for all driveways and walkways. This has not yet been incorporated into the covenants.

i. No fences will be installed along any boundary line or within any subdivision lot without the HOA Board or its designee's approval of the location of and materials used in the construction of said fence.

j. Each lot shall have an exterior decorative yard lamp near the front of the lot, the exact location of which shall be approved by the HOA Board.

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

l. During the course of construction, all building contractors shall keep mud, dirt, debris and building materials off of all subdivision roads and other building lots. Prior to the commencement of construction of any dwelling on any lot in the subdivision, the building contractor shall deposit with the Subdivider the sum of Five Hundred and no/100 Dollars (\$500.00) that will be held by the HOA Board until all construction is completed. The funds thus escrowed will be used to pay the costs by the Subdivider to remove those materials from the road and adjacent lots which are in violation of this

provision. Any unused balance of the escrow funds will be refunded to the contractor upon completion of the dwelling.

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

n. Each individual lot owner shall be responsible for any and all necessary septic system and soil tests and for constructing and installing their own septic tank on their respective lot. All installations and construction shall be subject to and in compliance with the rules and regulations of the Iowa Department of Natural Resources and/or the Iowa County Board of Health. In addition, the leach field area shall be kept free of and shall not be disturbed by construction activity.

o. Water service shall be provided within the Subdivision by Poweshiek County Rural Water. However, each lot owner shall be responsible for the cost of any and all expenses associated with hooking up to said water system and any required meter or other improvements located on said owner's lot. In addition, each lot owner will install, at the lot owner's expense, a forty (40) gallon hydropneumatic pressure tank, with check valve, and a water meter, as part of the water system for said dwelling home. Each house shall also have a shut off valve ("curb stop") located on the water line within the lot and at least approximately two (2) feet from the lot line. The installation and the maintenance of water service lines off of the main to the individual lots are the responsibility of the lot owner. Each lot owner shall also pay any and all monthly fees to Poweshiek County Rural Water for water consumed during the previous billing period.

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

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 this Subdivision.

b. The owner of each lot, vacant or improved, shall keep the lot free of weeds and debris or other waste, and shall keep all non-wooded areas mowed and take all steps necessary to control erosion on his or her lot. Trash, garbage, or other waste shall not be kept except in sanitary containers having tight-fitting lids, which shall be kept in clean and sanitary condition and concealed from public view except as necessary for trash pick-up. There shall be no open burning upon the lots or common areas, except with the authorization of the Board of Directors of Pheasant Run Subdivision Homeowners Association.

[HOA NOTE — OPEN QUESTIONS:]

Add note about mowing a vacant lot/fee with it.

Add discussion about weeds/ditches.

c. All sewage systems within the Subdivision shall be subject to the applicable regulations of the public authority having jurisdiction thereof. Septic systems shall be cleaned every five (5) years. 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 any person having an interest in any lot in the Subdivision.

d. No animals, livestock or poultry shall be raised or kept within the Subdivision except for usual household pets, provided that the same are not kept or maintained for commercial purposes. Pets shall be managed in such a way that 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, or attack other pets or persons shall be considered a nuisance. All dogs and cats located off the owner's premises shall be leashed.

e. No dog kennels will be permitted. Dog houses or dog runs housing not more than two (2) dogs may be located on a lot provided the same does not exceed in total ninety-six (96) square feet and that the plans and specifications including site location are approved by the HOA Board or its designee.

f. All playground equipment and vegetable gardens shall be located only at the rear of the dwelling.

g. 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 of concrete or asphalt. No motor vehicle shall be parked on the street of the Subdivision overnight or at any time in any manner that would interfere with the flow of traffic. All campers, trailers, boats, recreational vehicles, or snowmobiles shall be stored within a garage or at such other enclosed place where such items are not visible from the street.

[HOA NOTE — OPEN QUESTION:]

These will be allowed during the “in” season — board discretion.

h. A satellite dish shall only be allowed in back yards at least thirty (30) feet from any side lot line. In no event will the satellite dish be located in the front or side yard of the building lots and all service lines will be underground.

i. The owner of any building damaged by fire or act of God shall within ninety (90) days, unless an extension of time is obtained from the HOA Board, commence restoration or removal of said building and work shall be completed within one (1) year. In the event of total destruction of any building, the owner shall, within one (1) year after such event, commence to remove the debris and restore the site to satisfactory condition. If the owner fails to commence removal of the debris within the time specified above, or an extension thereof has not been granted, said Board shall have the right to enter upon said land and remove debris, and any expenses incurred shall become a lien on the lot.

j. No house on a lot shall be commercially rented. The term "commercially rented" shall be rental by the owner for a period of more than sixty (60) days in any one calendar year. However, where a lot owner's employment requires him or her to be temporarily absent from Iowa County, Iowa, his or her house and property may be rented during his or her absence, but said rental period shall not exceed fifteen (15) months in duration.

k. No swimming pools may be constructed or installed upon the lots other than swimming pools approved by the HOA Board and all swimming pools must be fenced. Nothing contained herein shall be construed as prohibiting the use of small portable wading pools or similar items. No above-ground swimming pools may be constructed or installed upon any lot.

l. Motorized pleasure equipment, e.g., snowmobiles, trail bikes, motorcycles, and all terrain vehicles, shall be restricted to the traveled portion of designated roadways and streets and shall not be used in such a manner as to constitute a nuisance or hazard. Under no circumstances will any trails, tracks or paths be constructed on any lot in the Subdivision.

m. A perpetual easement for utility and walkway purposes is reserved on a portion of each lot as designated on the final Subdivision Plat for the benefit of all lot owners of the Subdivision. No improvements shall be placed within the easement rights-of-way that in any manner interfere with the installation and maintenance of the utilities or walkways within the easement right-of-ways. Installation and maintenance of utility service lines off of the main utility lines to the lots are the responsibility of each individual lot owner.

n. A perpetual easement for air traffic purposes is reserved over and across the north fifty (50) feet of Lots 1 through 4 inclusive as designated on the final Subdivision Plat for the benefit of the owners of Lots 1 through 4. No improvements shall be placed within

the easement rights-of-way that in any manner interfere with the use of the adjacent runway.

o. Each lot owner shall, upon purchase of a lot, become a member of Pheasant Run Subdivision Homeowners Association, an organization of home and property owners formed for the purpose of preserving the values and amenities of the property, the maintenance of parks, open spaces, roads and other common facilities within the subdivision. Ownership of each lot shall entitle the owner to one vote in said Association. Each lot owner and the members of his or her family shall have the privilege in common with other lot owners and their families of using all common facilities subject to the rules and regulations as established by the Pheasant Run Subdivision Homeowners Association.

p. The Pheasant Run Subdivision, Part 1 Homeowners Association shall have the right to enforce any Protective and Restrictive Covenants and shall also maintain roads, street lights, the central sewer system, and common open spaces shown on the final Subdivision Plat. The Association shall assume responsibility for maintaining trees and other plantings within the common areas and easement right-of-way areas. The Association shall also be responsible for maintaining and repairing the storm water intake areas servicing Pheasant Run 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, central sewer system, common areas, and private easements. Owners of each lot shall pay a pro rata share of the costs of such maintenance, repair and operation of the streets and roadways, common areas, and other common services subject to the provisions herein and the provisions of the Articles of Incorporation and Bylaws of Pheasant Run Subdivision Homeowners Association. As such, the Association shall have the right to assess the proportional cost of any such maintenance and improvements against each lot owner and the cost shall become a lien against the lot, provided however, 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 replaced of record in the office of the recorder of Iowa County, Iowa prior to the recording of such first mortgage. Any such assessment shall draw interest at the highest legal rate for natural persons from the date of the lien.

[HOA NOTE — OPEN QUESTION:]

What is the HOA responsible for besides the roads?

q. A vote of at least two-thirds (66 2/3%) of the lot owners shall be required for the establishment of any new common improvement.

[HOA NOTE — OPEN QUESTION:]

What is a common improvement?

r. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for twenty (20) years, at which time said covenants shall be automatically extended for a period of ten (10) years unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants from termination under the provisions of Section 614.24, Code of Iowa, by filing the necessary claim in the manner set forth in Section to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either prevent said person or persons from so doing, or to recover damages or other dues for such violation. In addition, the 614.25, Code of Iowa.

s. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or person owning any other lots in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either prevent said person or persons from so doing, or to recover damages or other dues for such violation. In addition, the Association shall have the right to enforce any protective and restrictive covenant found herein.

t. The term "Subdivider" as used in these covenants and restrictions shall mean Johnowa Development, L.C., or its designee.

u. Invalidation of any one 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.

v. These protective covenants and restrictions may be amended from time to time with the written consent of the owners of at least two-thirds ($66\frac{2}{3}\%$) of the lots within the subdivision. Said amendment shall be executed in writing and signed by the owners of at least two-thirds ($66\frac{2}{3}\%$) of the lots within the subdivision and the same shall be filed of record in the Office of the Iowa County Recorder.

w. These restrictive covenants shall not be binding upon any lot in said Subdivision as long as title to said lot remains in Subdivider.