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AMENDED PROTECTIVE COVENANTS AND RESTRICTIONS

TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS: The undersigned being the officers and directors of Rhino Ridge Homeowners Association, Inc. of:

The original Lots 1-14 of Hilltop II, Part I Subdivision to Iowa County, Iowa, now known as Lots 1-14 of Rhino Ridge Subdivision to Iowa County, Iowa, Lots 1-9 of Rhino Ridge Part II Subdivision to Iowa County, Iowa, and Lots 1-10 of Rhino Ridge Part III Subdivision to Iowa County, Iowa.

The dedication of which Subdivision is recorded in the records of the Recorder of Iowa County, Iowa, for the mutual benefit of present owners of the afore described real estate to continue the benefits conferred by protective covenants and restrictions for additional time as allowed by law, and herein stated, and to consolidate the various covenants and restrictions as made a part of the three subdivisions, proposed, ratified and imposed the following Restrictions and Covenants on all lots of the above described real estate that being the original, Lots 1-14 of Hilltop II, Part I Subdivision to Iowa County, Iowa, now known as Lots 1-14 of Rhino Ridge Subdivision to Iowa County, Iowa, Lots 1-9 of Rhino Ridge Part II Subdivision to Iowa County, Iowa, and Lots 1-10 of Rhino Ridge Part III

Protective Covenants and Restrictions Rhino Ridge Part III

Subdivision to Iowa County, Iowa, which shall be binding upon all present and future owners of each of the described lots in the subdivisions as covenants running with the land, and with such force and effect as if they were part of the original protective Covenants and Restrictions and for such future time as allowed by law or as maybe ratified in the future by parties owning the above described property and with such force and effect as if contained in each subsequent conveyance of land.

Of those persons who may purchase any of said lots here to fore described now and by the undersigned, hereby impose the following Protective Covenants and Restrictions on each said lot in the subdivisions, which shall be binding upon all the present and future owners of each of the described lots in the subdivisions 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 with an allowance for a "mom and pop" in-house enterprise shop and/or business, such as craft, hobby, beauty shop and/or other non-nuisance enterprises such as in- home offices for educators, engineers, computer

programmers, etc., which will be allowed upon approval by sub-divider, homeowners association, or its designee. Residential structures shall not exceed two (2) stories or two (2) stories and an exposed basement to the side or rear, and an attached garage not to exceed four (4) cars. Any detached garage and/or structure must compliment said house on said lot, including architectural design, siding, roofing, and color coordination.

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

- a. No lots shall 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 thereby.
- b. No home shall be erected on any lot having a finished living area of less than one thousand, three hundred (1,300) square feet. Walkout basements with egress windows, when finished off will constitute finished living area. Equipment rooms not included. Garages, breezeways, screened porches, open porches, and decks shall not be considered finished living area.
- c. No home may be constructed within 30 feet of the 60-foot road - right-of-way or within 10 foot of any side yard boundary.
- d. No trailer, mobile home, or boat shall be placed upon any lot except as specifically provided in these covenants.
- e. No fence will extend along any boundaries of the front yard. No fence shall extend beyond the front outside corner of said dwelling.
- f. Any party (s) purchasing a lot, or home and lot, in the Rhino Ridge Subdivisions of Iowa County, Iowa will automatically become a member of the Rhino Ridge Homeowners Association (hereinafter "Homeowners Association").
- g. Prior to any construction, plans and specifications for the proposed structure shall be submitted to the Homeowners Association for approval. In addition to plans and specifications for structure, the application shall show the location on the lot of all improvements. In no event will an application be approved when the proposed construction will take longer than twelve months. The Homeowners Association shall have the right to refuse approval of any application for any reason which the Homeowners Association, in its sole discretion, may deem to be in the best interest of the development. Additional construction may be presented at any time for approval.
- h. 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.

- i. Each dwelling shall have a minimum of two capacity attached garage. No driveway may be located within 10 feet of any side yard boundary line, unless the Homeowners Association waives in writing this requirement. All driveways must meet and/or exceed the surfacing of the subdivision street.
 - j. Except for wooded areas of the lot, the yard shall be fine graded a seeded or sodded.
3. The following restriction shall be applicable to the use of subdivision lots:
- a. No animals, Livestock or poultry shall be raised or kept within the subdivision except for usual household pets, provided 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 Protective make loud noises, damage shrubs or other flora, or attack other pets or people, shall be considered a nuisance. All dogs located off the owner's premises shall be leashed.
 - b. Any dog runs, trash receptacle, or outside structure of like nature shall be properly screened by reasonable shrubbery or decorative fence or both.
 - c. All utility connections and facilities or services shall be underground.
 - d. Titleholders of each lot, vacant or improved, shall keep his or her lot free of weeds and debris and shall keep the grass mowed.
 - e. No act constituting a nuisance as defined under the provisions of Chapter 657, Code of Iowa (2014), 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.
 - f. Vegetable gardens may be maintained only at the rear of a dwelling.
 - g. Motor vehicles used by residents shall be parked in areas designated in the building plans as parking areas. No motor vehicle shall be parked in the street of the subdivision overnight or at any time in any manner, which would interfere with the flow of traffic. No abandoned or junk vehicles are to be allowed on any lot or on the street.
 - h. No radio tower or transmitting antenna shall be located on any lot.
 - i. A perpetual easement is hereby granted in favor of utility companies upon, over, under, along, and across the 60-foot roadway and in other areas marked "utility easement".
4. These covenants, conditions, and restrictions of this Declaration shall run with and bind the land and shall be binding on all the parties (except as provided in Paragraph 4) for a term of twenty

(20) years from the date of this document. The covenants conditions, and restrictions may be extended for additional terms of twenty (20) years any time during the current twenty (20) year term by following the procedure set forth in Section 7 (below). This Declaration may be amended at any time by the vote of 66.6% of the Lot Owners. Any amendment must be recorded to be effective.

5. Any Owner is empowered and authorized to file a Verified Claim with the Iowa County Recorder, at any time prior to the expiration of the current twenty (20) year term, in accordance with the requirements of Section 614.24, Code of Iowa, or its successor. The filing of such Verified Claim shall cause these Restrictive Covenants to be extended for an additional twenty (20) year term from the date of such filing, for all Lots. Additional Verified Claims, each extending these Restrictive Covenants for an additional twenty (20) year term may be filed in the same manner.
6. 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 during their existence as provided for in Paragraph 4, 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 any such covenants or restrictions and either prevent said person or persons from so doing or to recovery of damages or other dues for such violation.
7. 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.
8. Each lot owner shall automatically become a member of Rhino Ridge Subdivision Association, Inc. and shall be subject to assessment to carry out the purposes of the Association. Each lot, regardless of the number of owners of said lot, shall be entitled to one (1) vote in matters over which the corporation has control. Rhino Ridge Subdivision Association, Inc., is organized and shall operate for the purpose of owning, maintaining, controlling, and managing the common areas and water detention areas in all final plat approved and filed Rhino Ridge Subdivisions located in Iowa County, Iowa.
9. 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 to issues affecting development of surrounding areas and maintaining the quality of environment and quality of life within the subdivision. The developer, at its discretion, may convey title to the Association to the common areas.
10. These Restrictive covenants may be amended from time to time with the consent of the owners of at least two-thirds (66.6%) of the lots within said subdivision and the same shall be filed of record in the office of the Iowa County Recorder.

Dated: 6th day of August, 2017.

Signed

Shawn Still

Shawn Still

Todd Mumm

Todd Mumm

Todd R Schmidt

Todd Schmidt

On this 6th day of August, 2017, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared the above signed individuals, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

William K. Shafer

Notary Public in and for said State of Iowa

