

Prepared by & Return to: Matthew E. Evans, 568 Highway 1 W., Iowa City, IA 52246; (319) 351-8600

AMENDED AND RESTATED PROTECTIVE COVENANTS AND RESTRICTIONS
OF
DEER VALLEY ESTATES, JOHNSON COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owners of all lots in the Addition to Johnson County, Iowa, known as DEER VALLEY ESTATES, Johnson County, Iowa, according to the plat thereof recorded in Book 22, Page 23, Plat Records of Johnson County, Iowa, state and agree as follows:

WHEREAS, the Protective Covenants and Restrictions of Deer Valley Estates, Johnson County, Iowa, were executed by Pearl D. Brogan, the subdivider, and recorded in Book 623, Page 120, in the office of the County Recorder of Johnson County, Iowa (the "Original Covenants"); and

WHEREAS, the undersigned constitute the owners of all of the lots in Deer Valley Estates, as identified in the signature blocks appearing below, and desire to amend, restate and replace the Original Covenants in their entirety, and to preserve, confirm and re-establish the covenants and restrictions set forth herein as covenants running with the land for the full period permitted by Iowa Code chapter 614; and

WHEREAS, the undersigned intend that this instrument supersede and replace the Original Covenants recorded in Book 623, Page 120, in their entirety as of the date of its recording;

NOW, THEREFORE, for the mutual benefits of those persons who own or may purchase any of the lots in said Deer Valley Estates, the undersigned hereby impose 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 described herein shall be used solely as residential lots, and no structure shall be constructed on any residential building lot other than one detached single-family dwelling not to exceed two stories in height, or be of split-level construction and a one or two car garage. In addition to the dwelling and its garage, each lot may contain not more than one (1) detached outbuilding used for storage or other purposes accessory to the residential use of the lot, provided that the ground floor area of such outbuilding shall not exceed the ground floor area of a three (3) car garage, and provided further that such outbuilding shall comply with the Johnson County Zoning Ordinance and all other applicable Johnson County requirements, including any permit requirements. No outbuilding shall be constructed on a lot before the dwelling on that lot has been constructed.

2. No lot or dwelling shall be leased, rented or otherwise occupied by any person other than the owner of the lot and the owner's family and guests. Without limiting the foregoing, no lot or dwelling, or any portion of a lot or dwelling, shall be offered, listed or used for transient or short-term occupancy of any kind, including any rental or occupancy arranged through Airbnb, VRBO or any similar service or platform. This paragraph shall not prohibit occupancy of a dwelling by a person who holds a contract to purchase the lot, or occupancy under a bona fide lease in effect on the date this instrument is recorded, which lease may continue until the end of its stated term but shall not be renewed or extended.

3. No lot shall be used for any business, trade or commercial purpose, except that a home business may be conducted within a dwelling if it complies with all Johnson County regulations and is approved by a majority vote of the members of the Deer Valley Estates Homeowners' Association at least sixty (60) days prior to the commencement of operation.

4. No trailer, basement, shack, garage, barn or other outbuilding in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary nature be permitted.

5. Titleholder of each lot, vacant or improved, shall keep his lot or lots free of debris.

6. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for twenty-one (21) years from the date this instrument is recorded,

and shall be automatically extended for successive periods of twenty-one (21) years thereafter, provided that the Association or any lot owner shall, within each twenty-one (21) year period, file of record a verified claim in the form and manner required by Iowa Code sections 614.24 through 614.26 in order to preserve the use restrictions contained herein. These covenants may be amended, in whole or in part, at any time by an instrument in writing signed and acknowledged by the owners of a majority of the lots in the subdivision and recorded in the office of the County Recorder of Johnson County, Iowa.

8. 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 above, it shall be lawful for the Deer Valley Estates Homeowners' Association or for any other person or persons owning any other lots 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 him or them from so doing or to recovery of damages or other dues for such violation. The prevailing party in any such proceeding shall be entitled to recover its court costs and reasonable attorney fees.

9. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

10. So long as permitted by the ordinances and laws of Johnson County and the State of Iowa, lot owners may maintain within their own lot horses or other domestic animals, provided the same shall be kept on the premises by any lot owner and that the said lot will be fenced by the lot owner in a manner sufficient to restrain said animals within each owner's lot. The ownership and keeping of any animal or pet shall at all times comply with all Johnson County regulations, and no animal or pet shall be kept, run or exercised upon the roadways, common areas or any lot other than the lot of its owner, except that a pet may be led upon the roadways while under the physical control of a person by leash. Target shooting and hunting are prohibited within the subdivision boundaries, except for nuisance pest control conducted by an owner upon the owner's own lot.

11. Each lot owner shall be a member of the Deer Valley Estates Homeowners' Association. Said Association shall be formed as a non-profit corporation and shall receive the ownership of the roads or easements therefor from the subdivider once the roads are installed pursuant to Johnson County Subdivision Ordinance requirements. Each member of the Association shall pay a prorata share of the road maintenance and shall abide by the rules and regulations established by said Association. Assessments for the care and maintenance of the roadways and common areas shall be levied, billed and collected as provided in the By-Laws of the Association, and any assessment not paid when due shall bear interest and shall be enforceable as provided in the By-Laws.

12. Each lot owner shall have an easement for ingress and egress over the roadways as shown by the subdivision plat. The subdivider shall convey the road system to the Deer Valley Estates Homeowners' Association, subject to the right of each lot owner to utilize the roadway system for their own vehicular and pedestrian access.

13. The Deer Valley Estates Homeowners' Association shall be governed by its By-Laws, as the same may be amended from time to time, and by such Rules and Regulations as the Association may adopt. In the event of any conflict between these covenants and the By-Laws or Rules and Regulations of the Association, these covenants shall control.

IN WITNESS WHEREOF, the undersigned, being all of the owners of the lots in Deer Valley Estates, Johnson County, Iowa, have executed this instrument as of the dates set forth below.

LOT 1: 2247 Sugar Bottom Rd NE, Solon, Iowa 52333

Dated: _____.

**THE DENEHY SCHAEFFER FAMILY 2015
TRUST, dated August 7, 2015, as amended
and restated August 9, 2022**

By _____
Noel E. Schaeffer, as Co-Trustee

By _____
Allison D. Schaeffer, as Co-Trustee

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, 20____,
by Noel E. Schaeffer and Allison D. Schaeffer, Co-Trustees of the above-entitled trust.

Signature of Notary Public

LOT 2: 2241 Sugar Bottom Rd NE, Solon, Iowa 52333

Dated: _____.

**THE JONATHAN J. YETLEY TRUST,
dated July 13, 2026**

By _____
Jonathan J. Yetley, as Trustee

**THE CHRISTY N. YETLEY TRUST, dated
July 13, 2026**

By _____
Christy N. Yetley, as Trustee

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, 20____,
by Jonathan J. Yetley, Trustee of the Jonathan J. Yetley Trust, dated July 13, 2026, and Christy
N. Yetley, Trustee of the Christy N. Yetley Trust, dated July 13, 2026.

Signature of Notary Public

LOT 3: 2235 Sugar Bottom Rd NE, Solon, Iowa 52333

Dated: _____.

Michael Charles Gleason, Owner

Renee R. Gleason, Owner

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, 20____,
by Michael Charles Gleason and Renee R. Gleason, a married couple.

Signature of Notary Public

LOT 4: 3973 Broganville Ln NE, Solon, Iowa 52333

Dated: _____.

Donald W. Powers, Owner

Colleen Ellen Powers, Owner

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, 20____,
by Donald W. Powers and Colleen Ellen Powers, a married couple.

Signature of Notary Public

LOT 5: 3961 Broganville Ln NE, Solon, Iowa 52333

Dated: _____.

Wayne O. Walkner, Owner

Laurie M. Walkner, Owner

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, 20____,
by Wayne O. Walkner and Laurie M. Walkner, a married couple.

Signature of Notary Public

LOT 6: 3960 Broganville Ln NE, Solon, Iowa 52333

Dated: _____.

**THE SHAULL FAMILY REVOCABLE
LIVING TRUST AGREEMENT, dated June
12, 2025**

By _____
Todd A. Shaull, as Co-Trustee

By _____
Barbara A. Shaull, as Co-Trustee

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, 20____,
by Todd A. Shaull and Barbara A. Shaull, Co-Trustees of the above-entitled trust.

Signature of Notary Public

LOT 7: 3945 Broganville Ln NE, Solon, Iowa 52333

Dated: _____.

**THE DENNIS R. HRUBY REVOCABLE
TRUST, dated November 16, 2012**

By _____
Dennis R. Hruby, as Trustee

**THE LINDA D. HRUBY REVOCABLE
TRUST, dated November 16, 2012**

By _____
Linda D. Hruby, as Trustee

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, 20____,
by Dennis R. Hruby, Trustee of the Dennis R. Hruby Revocable Trust, dated November 16,
2012, and Linda D. Hruby, Trustee of the Linda D. Hruby Revocable Trust, dated November 16,
2012.

Signature of Notary Public

LOT 8: 3918 Spring St NE, Solon, Iowa 52333

Dated: _____.

Carrie R. Starr, Owner

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, 20____,
by Carrie R. Starr, **a single person**.

Signature of Notary Public

LOT 9: 3924 Spring St NE, Solon, Iowa 52333

Dated: _____.

Rodney A. Winders, Owner

Jill Winders, Owner

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, 20____,
by Rodney A. Winders and Jill Winders, a married couple.

Signature of Notary Public

LOT 10: 3942 Spring St NE, Solon, Iowa 52333

Dated: _____.

Susan M. Mellecker, Owner

Thomas N. Mellecker, Owner

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, 20____,
by Susan M. Mellecker and Thomas N. Mellecker, a married couple.

Signature of Notary Public

LOT 11: 3946 Spring St NE, Solon, Iowa 52333

Dated: _____.

Patrick Ahrens, Owner

Kyrsten Ahrens, Owner

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, 20____,
by Patrick Ahrens and Kyrsten Ahrens, a married couple.

Signature of Notary Public

LOT 12: 3945 Spring St NE, Solon, Iowa 52333

Dated: _____.

Vincent J. Gerlits II, Owner

Kelsey A. Gerlits, Owner

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, 20____,
by Vincent J. Gerlits II and Kelsey A. Gerlits, a married couple.

Signature of Notary Public

LOT 13: 3941 Spring St NE, Solon, Iowa 52333

Dated: _____.

Michael R. Dillard, Owner

Karla K. Dillard, Owner

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, 20____,
by Michael R. Dillard and Karla K. Dillard, a married couple.

Signature of Notary Public

LOT 14: 3933 Spring St NE, Solon, Iowa 52333

Dated: _____.

**THE PAUL D. CISNEY LIVING TRUST,
dated September 3, 2025, and any
amendments thereto**

By _____
Paul D. Cisney, as Trustee

By _____
Pamela J. Cisney, as Trustee

**THE PAMELA J. CISNEY LIVING TRUST,
dated September 3, 2025, and any
amendments thereto**

By _____
Pamela J. Cisney, as Trustee

By _____
Paul D. Cisney, as Trustee

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, 20____,
by Paul D. Cisney and Pamela J. Cisney, Trustees of the Paul D. Cisney Living Trust, dated
September 3, 2025, and any amendments thereto, and Pamela J. Cisney and Paul D. Cisney,
Trustees of the Pamela J. Cisney Living Trust, dated September 3, 2025, and any amendments
thereto.

Signature of Notary Public

LOT 15: 3921 Spring St NE, Solon, Iowa 52333

Dated: _____.

**THE MICHAEL L. BURGERT
REVOCABLE TRUST, u/d/o December 16,
2015**

By _____
Michael L. Burgert, as Trustee

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, 20____,
by Michael L. Burgert, Trustee of the above-entitled trust.

Signature of Notary Public

LOT 16: 3917 Spring St NE, Solon, Iowa 52333

Dated: _____.

Andrew M. Hodge, Owner

Jessica F. Hodge, Owner

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, 20____,
by Andrew M. Hodge and Jessica F. Hodge, a married couple.

Signature of Notary Public

LOT 17: 3913 Spring St NE, Solon, Iowa 52333

Dated: _____.

Andre I. Osman, Owner

Rena A. Nevada, Owner

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, 20____,
by Andre I. Osman, a single person, and Rena A. Nevada, a single person.

Signature of Notary Public

Prepared by & Return to: Matthew E. Evans, 568 Highway 1 W., Iowa City, IA 52246; (319) 351-8600

AMENDED AND RESTATED BY-LAWS OF
DEER VALLEY ESTATES HOMEOWNERS ASSOCIATION

The members of the Association are the owners of the lots in Deer Valley Estates, Johnson County, Iowa. The Secretary-Treasurer shall maintain a current roster of the members and their contact information.

I.

Each lot owner is a member of this Association, pursuant to the Restrictive Covenants of the subdivision as recorded in Book 623, page 120, of the Records of the Recorder of Johnson County, Iowa, as amended and restated by the Amended and Restated Protective Covenants and Restrictions of Deer Valley Estates recorded in Book _____, Page _____, of said Records. Each lot owner shall be entitled to one (1) vote for each lot owned. If more than one person owns a lot, all said owners are entitled collectively to one (1) vote for each lot. If one owner owns more than one lot, said owner shall have one vote for each lot.

II.

The Association's function is to provide for the care and maintenance of the roadways and common areas, and to adopt Rules and Regulations for their use. Unless otherwise indicated, these Rules and Regulations will be adopted by vote of the Association membership taken at any regular or special meeting, and will require an affirmative vote of a simple majority of the available votes of a quorum of the membership attending the meeting. A quorum consists of lot owners of at least fifty percent (50%) of the lots within this subdivision. Written vote (absentee ballot) signed by the member is acceptable if the member is unable to attend the meeting.

III.

The Association shall elect a President and Secretary-Treasurer from among its membership. The duties of the President shall be to conduct the meetings and execute such

contracts as are approved by the Association for the purposes of the maintenance and use of the roadway system and common areas. The Secretary-Treasurer shall maintain Minutes of the meetings, provide notices as required hereunder to all members, and shall serve as Treasurer for the Association, maintaining the Association's financial records and checkbook. All checks shall be co-signed by the President and the Secretary-Treasurer. These officers shall serve for a term of one (1) year, and may be re-elected. Officers shall be elected at the annual meeting by a majority of the votes cast.

IV.

The Association shall contract with responsible third parties for the snow removal from subdivision roadways, and for such maintenance and repair to roadways and common areas as the association deems necessary from time to time.

V.

The Association shall assess the owner or owners of each lot an equal periodic assessment from which the roads and common areas will be maintained. This assessment shall be Three Hundred Dollars (\$300.00) annually for each lot. This payment is to be collected at the annual meeting of the Association, or within thirty (30) days of said meeting. The Secretary-Treasurer shall be responsible for billing and collecting said amounts, providing notice of the amount due and a receipt for each payment received, and providing an accounting to the members periodically of the receipts and disbursement of all funds. Billing statements, notices of amounts due and receipts may be delivered by hand, by United States mail or by email. Due to the fact that Lots 1 and 2 do not connect directly or indirectly to the common roadway shown on the plat as Broganville Lane the assessment for Lots 1 and 2 shall be reduced to Fifty Dollars (\$50.00) annually for each lot. These amounts are subject to change based on the needs of the Association and shall be voted upon and require the approval of a majority of the members.

VI.

The Association shall meet annually or when called upon. The meeting will be held at such place as the President sees fit, preferably in a dwelling within the subdivision. Notice of any meeting shall be delivered by hand, by United States mail or by email, by the Secretary-Treasurer to all members at least fourteen (14) days prior to the date of said meeting. Any member may require that notices to that member be delivered by hand or by United States mail by giving written notice of that request to the Secretary-Treasurer. In addition thereto, the President may call a special meeting at his or her own initiative and shall call a special meeting if requested to do so by more than four (4) members. Special meetings will be held after at least fourteen (14) days advance notice to all lot owners, and said notices shall indicate the purpose or agenda of said special meeting.

VII.

In the event any member does not pay their assessments within thirty (30) days from the date the same are due, the assessment shall bear interest at the rate of Ten percent (10%) per annum. In the event the delinquent assessment equals or exceeds Two Thousand Dollars (\$2,000.00), the President may, and if directed to by the Association membership shall, commence action in the appropriate court of jurisdiction in Johnson County, Iowa to secure a judgement against the delinquent member for the amount of the delinquent assessment, plus

aforementioned interest and reasonable attorney fees incurred therefor, and thereafter to enforce said judgement in any manner permitted by the laws of the State of Iowa.

VIII.

The use of the common areas is restricted to Association members and their guests.

IX.

Hunting and/or target shooting are banned within the subdivision boundaries, other than nuisance pest control conducted by an owner upon the owner's own lot. No hunting, target shooting or pest control shall be conducted upon the roadways or the common areas. The ownership of any pet shall comply with all Johnson County regulations, and each pet shall be contained upon its owner's individual lot.

X.

All lots are to be used for residential purposes only, and no lot or dwelling shall be leased or rented or used for short-term or transient occupancy, as more fully provided in the Amended and Restated Protective Covenants and Restrictions. Any home business must comply with all Johnson County regulations and must be approved by a majority vote of the members of the Association at least sixty (60) days prior to the commencement of operation.

XI.

No building shall be erected nearer than 40 feet from the front lot line of any street or roadway. Side yard and rear yard distances and sizes must meet the Johnson County subdivision, planning and zoning ordinances.

XII.

No trailer, basement, shack, garage, barn or other outbuilding shall be used as a temporary or permanent residence.

XIII.

The titleholder of each lot shall keep said lot free of debris.

XIV.

If any member shall violate or attempt to violate any of these By-Laws during their existence, it shall be lawful for the Association, or for any other person owning any other lot in the subdivision, to prosecute any proceedings against the person violating or attempting to violate these By-Laws, and either to prevent him or her from doing so or to recover damages and dues resulting from such violation, together with court costs and reasonable attorney fees.

XV.

These By-Laws may be amended at any annual or special meeting by an affirmative vote of a majority of the available votes of a quorum of the membership attending the meeting, provided that the notice of the meeting states that an amendment of the By-Laws will be considered and describes the proposed amendment. A written absentee ballot signed by a member is acceptable if the member is unable to attend the meeting.

XVI.

In the event of any conflict between these By-Laws and the Amended and Restated Protective Covenants and Restrictions of Deer Valley Estates, the Covenants shall control. Land use restrictions binding upon successor owners are contained in the recorded Covenants; these By-Laws govern the internal affairs of the Association.

ADOPTED by the members of the Deer Valley Estates Homeowners Association at a meeting duly called and held on the _____ day of _____, 20____, at which a quorum was present, by an affirmative vote of _____ of the _____ available votes.

Dated: _____.

**DEER VALLEY ESTATES
HOMEOWNERS ASSOCIATION**

By _____,
_____, President

By _____,
_____, Secretary-Treasurer

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____, 20____,
by _____, President, and _____,
Secretary-Treasurer, of the above-entitled association.

Signature of Notary Public