Return To/ M.K. Pilcher Hayek
Preparer: 120 E. Washington Street, Iowa City, IA 52240, 319-337-9606

PROTECTIVE COVENANTS AND RESTRICTIONS FOR

MIDRIVER HOMEOWNERS ASSOCIATION, INC.

We, the undersigned, are each owners of the real estate located within the subdivisions known as Mid River Haven First Addition, Mid River haven Second Addition, and Mid River Heights in Johnson County, Iowa collectively "Mid River Homeowners Association, Inc.," pursuant to Articles of Incorporation recorded on January 15, 1970, Book 343, Page 85, Records of Johnson County Iowa, hereinafter "MidRiver." We, the undersigned, do want to amend, restate, reaffirm, and re-record the Restrictive Covenants as were originally recorded for Mid-River Heights on May 10, 1960, in Book 189 Page 629, and for Mid-river Haven on June 15, 1960, in Book 249, Page 13, Records of Johnson County, Iowa; as amended in an Amendment to Restrictive Covenants recorded November 30, 1978, in Book 532, Page 304, Records of Johnson County, Iowa; as restated, reaffirmed, and rerecorded as Protective Covenants and Restrictions on February 27, 1997, in Book 2229, Page 323; as amended as Protective Covenants and Restrictions recorded October 12, 1989 recorded in Book 1087, Page 253; and as amended, restated, and reaffirmed in Protective Covenants and Restrictions on December 1, 2009, in Book 4534, Page 88-96, Records of Johnson County, Iowa.

1. All lots and property referred to above shall be used solely as residential lots and no structure shall be erected on any lot, or part thereof, other than a single-family dwelling not to exceed two stories in height, and a one, two, or three-car garage which may or may not be attached to said dwelling.

2. No dwelling shall be constructed having a ground floor square-foot area of less than 864 square feet in the case of either a one-story structure, a 1 and ½ story structure or a split-foyer structure, which area shall be in addition to the area of any garage, porch or breezeway, nor less than 750 square feet area on the first floor, in the case of a two-story structure, which area shall be in addition to the area of any garage, porch or breezeway.

3. All lots shall be used for single-family residential purposes only and shall not be used for any kind of trade or business (office in home exempted). Residences shall only be owner-occupied. No residence shall be rented or leased to occupant(s) without express approval by the MidRiver Board of Trustees (hereinafter "Board"). "Owner-occupied" is defined as the owner, his/her spouse/partner, children, or grandchildren, and individuals related to the same. Leasing is restricted unless the board determines that extenuating circumstances warrant a temporary exemption to the restriction. Extenuating circumstances include but are not limited to a lengthy absence due to work or service obligations. Lots that are currently leased shall revert to owner-occupied upon termination of the current lease term, which cannot be extended.

4. No dwelling shall be erected on any lot, or part thereof, nearer than 40 feet from the front line of said lot, or nearer than 10 feet from any side lot line. Nothing herein contained, however, shall be construed to prevent the owner of adjacent platted building lots or fractional parts thereof, from constructing a dwelling house otherwise in full compliance with these covenants in such manner that said dwelling house is situated across the line between said lots, provided, however, that any building site thus comprised shall consist of at least one platted lot and a portion of the adjacent platted lot; And provided further that no dwelling thus erected will be situated such that either side yard is less than 10 feet in width.

5. No trailer, basement, tent, shack, garage, shed, barn, or other such buildings erected on any lot, or part thereof, shall be at any time used as a residence either temporarily or permanently.

6. All structures, including buildings and fences, erected on said lots shall be of attractive design and before any work upon such building, fence or structure is commenced, the design for the proposed structures shall be submitted to MidRiver Board of Trustees for approval. The board shall accept or reject the application within a period of 20 days, and in the event of disapproval shall specify the exact reasons therefore to enable the applicant to correct the application to obtain approval. Disapproval shall be for substantial cause, it being the intent of this restriction to permit improvements which will enhance the aesthetics of the subdivision and maintain or improve property values.

7. The owner of each lot is responsible for keeping all structures free of trash, and debris. The owner of each lot shall keep the lawn and landscaping well maintained and healthy, including (but not limited to) maintaining the lawn at a height not to exceed 18 inches or allowed to go to seed. 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. Trash or garbage shall not be burned.

8. The owner is responsible for maintaining the exterior of any dwelling, driveway, fence, screening, and all other improvements.

9. No lot shall be re-subdivided into building lots. Nothing contained in these covenants however, shall be construed to prevent the construction of a dwelling otherwise in full compliance with these covenants, upon lot 43 and a fractional part of lot 42, which fractional part may be less than ½ of said lot 42 and one dwelling upon each of lots 44 and 45, Mid-River Haven second edition in Johnson County, Iowa, provided that said lots shall not further be re-subdivided into any additional building site or lots.

10. No farm equipment, machinery, or other property shall be stored on or moved on to any lot except that which is used in caring for said lot and in any event, nothing shall be stored on any lot which may become a nuisance or an annoyance to the neighborhood or which may be unsightly or create a health hazard, and no building shall be moved onto any lot or part thereof.

11. No animals shall be housed or pastured on any lot, or part thereof, except for household pets and chickens. All household pets must be managed by owners as to not endanger or become a nuisance to other property owners. A maximum of six chickens can be kept in a contained area. Roosters are prohibited.

12. No Outside toilet shall be constructed on any lot, or parts thereof, and any septic tank installed shall have an adequate underground field for drainage as approved by Johnson County ordinance.

13. Each property owner shall pay regular and special assessments to be determined by the MidRiver Board of Trustees, for the maintenance of roadways as indicated on the Plats of Mid River Haven and Mid River Heights to facilitate ingress and egress of each lot from Highway (W60) State Highway 965, and for snow removal, security lighting, Insurance, legal costs and other functions deemed necessary by the board of directors. Each Property Owner shall have the right to use said roadways.

14. No noxious or offensive activity or odors shall be permitted on or to escape from any lot, nor shall anything be done thereon which may interfere with another owner's peaceful possession of his/her property or which is or may become an annoyance or a nuisance. Discharging firearms for recreational purposes, including hunting and target shooting, is strictly prohibited Fireworks, except for sparklers and snakes, are strictly prohibited.

15. If an owner wishes to erect a tower and/or antenna exceeding the standard size (used for television and/or internet purposes), the owner must make a written request to the MidRiver Board of Trustees, which will include the purpose and size of the tower and/or antenna and the proposed location on the owner's property. Permission to erect the tower and/or antenna will not be unreasonably withheld.

16. The Covenants and restrictions herein shall run with the land and shall be binding upon all the parties and all persons claiming under them for a period of 21 years from the date of the recording of these protective covenants and restrictions with the Johnson County Recorder, Johnson County, Iowa. These covenants shall automatically renew for consecutive 21-year terms unless amended and recorded as provided for in Paragraph 19.

17. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other Covenants; and all others shall remain in full force and effect.

18. The due process afforded to owners allegedly in violation of these covenants is addressed in the corporation's Bylaws.

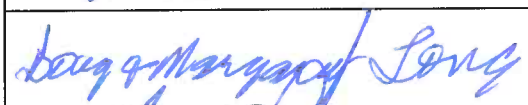
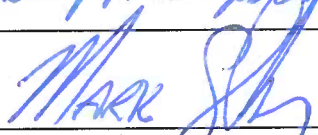
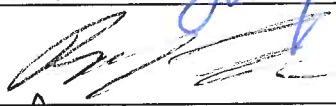
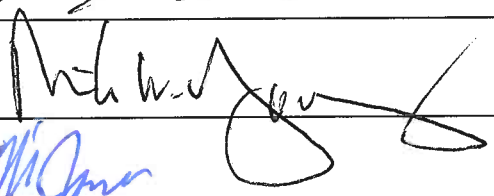
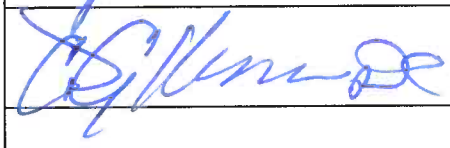
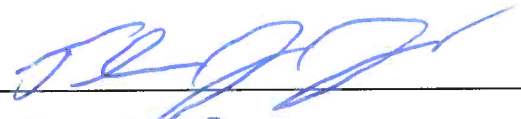
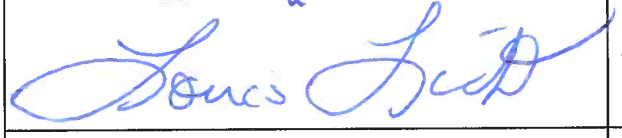
19. These protective covenants and restrictions may be amended by a vote of two-thirds of members present in person or by proxy at an annual or special meeting, where a quorum is present.

20. These amended Protective Covenants and Restrictions were agreed to and adopted by the vote of two-thirds of the property owners according to Article 19 at the homeowner's association meeting held on October 27, 2022 or by the Affidavit of Written Consent presented to the Board of Directors.

The following homeowners or authorized representative signatures affirm the vote to amend the Protective Covenants and Restrictions.

Name of Homeowner or authorized representative	Lots Represented
Patricia Schultz	1980 Elm Ridge Rd NE / Mid River Heights Lot 1
	1976 Elm Ridge Rd NE / Mid River Heights Lot 2
	1968 Elm Ridge Rd NE / Mid River Heights Lots 3, 4 & 5
	1964 Elm Ridge Rd NE / Mid River Heights Lot 6
	1960 Elm Ridge Rd NE / Mid River Heights Lot 7
	3016 Valley View Ln NE / Mid River Heights Lots 8 & 9

Melissa Mc	1965 Elm Ridge Rd NE / Mid River Heights Lot 10
Dan Sch	1969 Elm Ridge Rd NE / Mid River Heights Lot 11
Peter M Bo	3012 Valley View Ln NE / Mid River Heights Lots 12 & S ½ Lot 13
& Doug Hansel	1989 Elm Ridge Rd NE / Mid River Heights Lots 14 & N ½ Lot 13
Douglas Zabel	1988 Elm Ridge Rd NE / Mid River Heights Lots 15 & N ½ Lot 16
John Osterbauer	1994 Elm Ridge Rd NE / Mid River Heights Lots 17 & S ½ Lot 16
Jack Vanderhule	3051 Meadow Rd NE / Mid River Haven 2nd Addition Lot 46
Lori Sch	3061 Meadow Rd NE / Mid River Haven 2nd Addition Lot 47
	3052 Meadow Rd NE / Mid River Haven 2nd Addition Lot 45
Ted & Lori Loschiavo	3060 Meadow Rd NE / Mid River Haven 2nd Addition Lot 44
Carol S Wise	3059 Oakridge Rd NE / Mid River Haven 2nd Addition Lots 43 & Ely 50' Lot 42 & Lot 42 Exc Ely 50'
	2004 Cardinal Ln NE / Mid River Haven Lots 1 & 2
Mary K Mitchell	2008 Cardinal Ln NE / Mid River Haven Lots 3 & N 48' Lot 4
John Humphrey	2020 Cardinal Ln NE / Mid River Haven Lots 5, 6 & 7
Mary L O'Haver	3091 Cardinal Ct NE / Mid River Haven Lots 8, 9
Dan Mus	3089 Cardinal Ct NE / Mid River Haven Lots 10, 11 & E ½ Lot 12

	3083 Meadow Rd NE / Mid River Haven Lots 13 & W ½ Lot 12
	3075 Meadow Rd NE / Mid River Haven Lots 14 & E ½ Lot 15
	3069 Meadow Rd NE / Mid River Haven Lots 16 & W ½ Lot 15
	3074 Meadow Rd NE / Mid River Haven Lots 17, 18 & 19
	3082 Meadow Rd NE / Mid River Haven Lots 20 & 21
	2025 Cardinal Ln NE / Mid River Haven Lots 22 & 23
	2017 Cardinal Ln NE / Mid River Haven Lots 24, 25 & S 24' Lot 4
	2011 Cardinal Ln NE / Mid River Haven Lots 26 & S ½ Lot 27
	2001 Cardinal Ln NE / Mid River Haven Lots 28 & N ½ Lot 27
	3072 Oakridge Rd NE / Mid River Haven Lots 29, 30 & SE Cor Lot 31
	3068 Oakridge Rd NE / Mid River Haven Lots 32 & NE Cor 31
	3062 Oakridge Rd NE / Mid River Haven Lots 33, 34 & E ½ Lot 35
	3054 Oakridge Rd NE / Mid River Haven Lots 36 & W ½ Lot 35
	1994 Valley View Dr NE / Mid River Haven Lot 37
	1986 Valley View Dr NE / Mid River Haven Lots 38 & 39
	1980 Valley View Dr NE / Mid River Haven Lots 40 & 41