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Protective Covenants and Restrictions dated January 11, 1998

Hidden Valley Estates Subdivision, the dedication of which addition is recorded in Book 531, page 185 in the office of the County Recorder of Johnson County, Iowa. By majority vote of lot owners of Hidden Valley Estates the following covenants and restrictions are hereby imposed on each lot in said subdivision which covenants and restrictions shall be binding upon all the present and future owners of every parcel of land and with the same force and affect as if contained in each subsequent conveyance of land.

1) All lots in said subdivision shall be used solely as residential lots, and no structures shall be erected on any lot other than residential buildings, car storage facilities or any structures erected for the sole purpose of residing, maintaining and for personal enjoyment of the resident's, (i.e. gazebos, storage sheds, shops for personal use, pools, etc.). Additional buildings to be constructed in harmonious fashion with existing buildings on property. See article number 12 regarding approval.

2) No vehicles larger than a one ton pickup shall be parked or stored on any lot in said subdivision.

3) No residential dwelling lot shall be resubdivided into building plots having less than three acres of area and no lot shall be subdivided into more than one lot unless each of said subdivisions shall contain three acres.

4) No dwelling erected on any lot described herein shall have a habitable living area of less than 1400 square feet of finished living space (exclusive of porch, breeze-way, and garage), and the foundation walls must enclose a ground area of not less than 1400 square feet. Each resident shall include and enclosed garage for at least two cars, attached, detached, or basement type garage is included.

5) The minimum front, side and rear yard requirements of the Johnson County Zoning Ordinance shall govern this subdivision.

6) All utilities, including water, sewer, gas, electricity and telephone shall be buried under ground.

7) No temporary structure for living quarter shall be erected on any lot described herein; and no trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence of a temporary character.

8) No animals, livestock or poultry of any kind shall be raised, breed or kept on any lot, except horses, dogs, cats or other household pets may be kept, provided they are not kept, breed or maintained for any commercial purpose and provided that they are confined to their owner's lot or confined on a leash.

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9) No fence shall be erected until approval is secured by executive committee and adjacent lot owners. Written application shall contain a description of the type of material, proposed height and location of the fence. Provisions for recourse according to article 12F.

10) 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 a nuisance to the neighborhood.

11) Construction of any residence shall be completed within one year from the date said construction has begun. Any variation in the time allotted for completion of or waiver of any part of the project shall be given by the majority of the then lot owners.

12) Before construction of any building or building addition on any lot in Hidden Valley Estates Subdivision, an addition to Johnson County, Iowa, shall commence the plans for said building shall be submitted by the owner of the lot upon which the building is to be located to the Solon Hidden Valley Estates Homeowner's Organization. Written approval by the officers of the plans shall be required prior to any construction or grading on the lot. In the event the officers and owner are unable to come to an agreement, the plans may be submitted to a meeting of the entire members of the organization where 51% approval is required for permission to build.

The following procedures will be followed by the owner and obtaining approval of building plans:

(a) Plans shall include site plans showing locations of residence and other buildings and structures. The plans shall be in sufficient detail to show accurately the exterior and interior of the proposed building or buildings as well as the location of the buildings on the site and shall also show proposed landscaping and drainage. The plans shall also show the plans, specifications and diagram for the septic system. All plans submitted to the organization shall remain the property of the organization.

(b) Within 15 days after receipt of the plans, the organization shall either notify the owner in writing of approval of the plans or disapproval thereof, with reasons given.

(c) When plans submitted by the owner have been approved, the organization by its appropriate officers, shall execute and deliver to the owner a written approval and the owner shall not thereafter deviate from the plans in any way that would materially affect the visual appearance of the building exterior, location, or buildings on site, drainage, septic system construction, or other aspects of the construction which would have an impact on other property owners in the subdivision. This procedure shall not obviate the necessity of the owner complying with ordinances of Johnson County with reference to the obtaining of building permits.

(d) That any lot owner upon submission and approval of plans for construction of new houses shall be required to pay a one time assessment of five hundred dollars ($500.00). These funds are to be paid before owners take possession of home or within six (6) months of ground breaking, whichever comes first.

(e) The plans for other buildings and structures other than the main residence shall include site plans showing their location on the lot with references to the main residence and the lot lines. Solon Hidden Valley Estates Homeowner's Association reserves the right to ask for the additional plans mentioned in subsection A that pertain to the building or structures to be constructed if needed for clarification.

(f) A lot owner shall have the right to submit plans and specifications to the Solon Hidden Valley Estates Homeowner's Association for majority approval if he/she doesn't agree with the decision of the executive committee.

13) Previous covenant number 13 has been deleted.

14) No permanent sign or billboard of any size shall be erected, placed or permitted to remain on any lot until a permit is secured, therefore, in accordance with the procedures of paragraph 12 above.

15) None of the lots shall be used or in part for any storage of anything that will cause said lots to appear in an unclean or untidy condition or that would be abnoxious to the eye, nor shall any substance or material be kept upon the lots that will omit a foul or abnoxious odor or will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the adjacent lots. All rubbish, trash and garbage shall be removed from the lot and shall not be allowed to accumulate thereon and shall not be burned by open fire, incinerator, or otherwise on the lot.

16) The title holder of each lot shall so construct and maintain the property so as not to obstruct the natural flow of surface water onto, from, or through his property.

17) The title holder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris. If no properly maintained Solon Hidden Valley Estates Homeowner's Association has the right to mow, clean debris or trim trees and be reimbursed by negligent lot owner.

18) These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until January 1, 2008, unless by a vote of the majority of the then owners of the lots is agreed to change the said covenants in whole or in part. Covenants shall be automatically extended for successive periods of ten years.

19) 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 it shall be lawful for, and the exclusive right of, 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 recover damages or other dues for such violation.

20) 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 affect. The Solon Hidden Valley Estates Homeowner's Association reserves he exclusive right to modify, alter or waive these covenants as to any lot or lots in cases where the Solon Hidden Valley Estates Homeowner's Association deems it necessary or advisable because of unusual circumstances or to prevent hardship.

21) All trailers, boats or other recreation or business vehicles shall be stored in either enclosed structures or to the rear of the building line of the residence dwelling. All disabled vehicles will be stored in enclosed structures only. Parking in street will not be allowed on normal daily basis.

22) No owner shall cause or permit the use of motorized vehicles within the subdivision which cause any noise that will might or disturb the peace, quiet, comfort, or serenity of the occupants of the adjacent lots.

23) All owners of lots in the subdivision shall automatically become members of the Solon Hidden Valley Estates Homeowner's Organization and shall enjoy all rights and responsibilities which accrue hereto, subject to the provisions of article number 24.

24) All owners of lots are responsible for monthly payment of association dues. These monthly dues include the established based dollar amount needed for monthly association expenditures. In addition to the base monthly dues, each lot owner is also responsible for monthly payments of their portion of development expenditures due to repair or improvement projects to the development, unless their portion of the expenditure was paid in full at the time of the expenditure.

The following payment due dates and penalties for late payment will be enforced: Monthly payments are due the 15th of each month. When any lot owner becomes two months in arrears there will be a five dollar ($5.00) late penalty fee charged for each month that is in arrears. When any lot owner becomes six months in arrears the following penalties will apply:

(a) Lot owner will not be allowed to attend any association meetings and becomes a non-voting association member.
(b) Lot owner will not be allowed to hold an office or be a member of any committee. If lot owner already holds an association office or is a committee member at the time of their six months dues arrears, they will be removed from

that position and not allowed to be reinstated except by majority vote of the association members.

(c) Solon Hidden Valley Estates Homeowner's Association will seek a court judgment for a property lien on the delinquent lot owner. The above stated judgment will be dropped upon the full payment of all dues in arrears including any accumulated fees.

It will not be the responsibility of SolonHidden Valley Estates Homeowner's assocation to notify or send reminders to lot owners concerning dues payments.

Addendum to covenants dated January 11, 1998: Any existing structures as of January 1, 1998 are hereby grandfathered and ratified and considered to be an approved acception by a majority vote of the lot owners.

Dated this 8th day of February, 1998.

x Michael S. Carson x
x x
x Connie Miller x
x x
x Linda M. Baker x
x Kim Matteson x
x x
x x
x x

STATE OF IOWA,
Johnson COUNTY SS:

On this 8th day of February, 1998, before me the undersigned, a Notory Public in and for the State of Iowa, personally appeared. The above signees to me known to be the identical person or persons named in and who executed the foregoing instrument and acknowledged that they executed same as a voluntary act and deed.

Deera K. Pegump
Notary Public

DEERA K. PEGUMP
MY COMMISSION EXPIRES
1-12-99

ABOVE SIGNEES:
Michael S. Carson
Paul Prachar
Connie Miller
Richard Croy
Linda M. Baker
Kim Matteson
John M. Cassidy
Dave Novotny
Tim Schaefer
Ann Green
Dean Hammes