BK: 6757 PG: 25
Recorded: 5/5/2026 at 8:13:59.0 AM
County Recording Fee: $47.00
Iowa E-Filing Fee: $3.00
Combined Fee: $50.00
Revenue Tax: $0.00
Kim Painter RECORDER
Johnson County, Iowa

Prepared by: Timothy J. Krumm, 327 2nd St., Suite 300, Coralville, IA (319) 365-9461
Return to: Timothy J. Krumm, 327 2nd St., Suite 300, Coralville, IA (319) 365-9461

PROTECTIVE COVENANTS AND RESTRICTIONS OF

MICKELSON'S SECOND ADDITION, NORTH LIBERTY, IOWA

RECITALS

A. STK Enterprises, LLC an Iowa limited liability company ("STK"), is the owner of Lots 26 through 38, inclusive, Mickelson Second Addition, North Liberty, Iowa, according to the recorded plat thereof (the "Addition");
B. Hodge Construction Company, Inc., an Iowa Corporation ("Hodge"), is the owner of Lots 39 through 48, inclusive, of the Addition;
C. Collectively, STK and Hodge own all of the Lots within the Addition;
D. For the purpose of these Protective Covenants and Restrictions, "the Developer" shall mean STK, with respect to Lots 26 through 38 and shall mean Hodge, with respect to Lots 39 through 48;
E. In order to establish and maintain the residential character of the real estate within the Addition, STK and Hodge do hereby covenant and agree with persons who may hereafter own lots or any one of several of the lots, or any right, title or interest therein of any nature whatsoever regardless of the nature by which such ownership or interest was acquired, that the use and sale of the lots is subject to the following restrictive covenants, all of which are to be construed as restrictive covenants, running with the title to such lots and with each and every portion thereof, to wit:

A. GENERAL RESTRICTIONS.

1) Lots 26 through 38 herein shall be used only for single family dwellings and no structure shall be constructed thereon other than for one single family dwelling not exceeding two (2) stories, or two (2) stories and an exposed basement to the side or rear. Lots 39 through 48 herein may be used for zero lot line dwellings, which shall also not exceeding two (2) stories, or two (2) stories and an exposed basement to the side or rear.

2) All single family and zero lot line dwellings shall have an attached garage for at least two (2) cars, but not to exceed three (3) cars, with a concrete or paving stone driveway of at least eighteen (18) feet in width. Accessory buildings may be constructed as allowed by these covenants.

3) The following provisions shall be applicable to construction on all Lots within the subdivision:

   a) No lot shall be further subdivided. This provision shall not prevent a conveyance of a portion of one (1) 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 building shall be erected on any lot having a ground floor living area of less than one thousand three hundred (1,000) square feet in the case of a one (1) story structure, nor less than one thousand seven hundred (1,400) square feet in the case of a one and one-half (1 ½) or two (2) story structure. Garages, breezeways, screened porches, open porches, decks or third story square footage shall not be considered as ground floor area.
   c) All buildings will comply with applicable setback provisions set forth in the Zoning Code of the City of North Liberty.
   d) No trailer, mobile home, tent, boat, unattached garage or barn shall be placed upon any lot except as specifically provided in these covenants.
   e) Exterior surfaces of the dwelling may include some portion in brick and the balance of the exterior surface in other materials to be approved in writing by the Developer, including vinyl, steel, aluminum, brick, stone or other permanent type siding material of similar quality. T-111 wood siding or any type of vertical wood siding shall not be permitted. Horizontal or beveled wood siding may be used with the written approval of the Developer.

f) No flat roofed dwellings are permitted. All dwelling roofs must have a minimum pitch of 6/12 (i.e. 6 inches of rise for each 12 inches of run). Roofing materials are subject to written approval of the Developer.

g) All buildings erected on any lot shall be located and designed in harmony with existing structures and their location within the subdivision. Prior to any construction, plans and specifications for the proposed construction shall be submitted to the Developer or its designee for approval. In addition to plans and specifications, the application shall show the location and the type of fences, parking areas, plantings, landscaping 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 the construction and in no event will an application be approved when the proposed construction will take longer than twelve (12) months.

h) All driveways, vehicle parking area, and walkways will be constructed of concrete and will be completed within the twelve (12) month construction period mentioned above.

i) All yards will be sodded to the rear of the dwelling.

j) During the course of construction, all building contractors shall keep mud, dirt, debris and building materials off of all subdivision streets and other lots and contractors shall comply with state regulations regarding runoff and pollution control.

k) The initial exterior color of the dwelling shall be subject to the approval of the Developer. A-frames or dome houses will not be permitted.

4) 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.

5) Lots shall be mowed and maintained free of brush and debris or other waste. There shall be no open burning of waste materials.

6) No outdoor pet facilities may be kept or maintained on any lot. Any pet making a disturbance on a regular basis which disturbs the tranquility and character of the neighborhood shall be considered a nuisance and be subject to removal pursuant to these restrictive covenants. No animals, livestock or poultry of any kind shall be kept, bred or maintained, except as permitted under the North Liberty Code of Ordinances. Any person owning or keeping a pet shall be responsible for and shall

at all times clean up any waste or excrement from such pet. Said pet shall not be permitted to urinate or defecate on the lot of any other owner, and shall be on a leash when walked by the owner thereof.

7) Vegetable gardens may be maintained only at the rear of a dwelling.

8) No outside antennas or towers, other than one satellite dish not to exceed 18 inches in diameter located so as not to be visible from the street, may be installed.

9) No outbuildings, tents, or barns may be placed or erected on any lot, except as follows:

   a) a single storage shed, in a neutral color and not to exceed not to exceed 144 square feet is permitted in the back yard; or

   b) a single gazebo, the location and plans for which must be approved by the Developer in writing prior to construction.

10) No above ground swimming pools of any type shall be erected or installed on the above said lots, unless approved in writing by the Developer. A swimming pool shall be defined as any opening larger than 40 square feet of surface water. All swimming pools must be ¾ below the normal ground level when properly graded to drain. All in-ground swimming pools must be situated so they are approximately centered in the rear yard of the lot, as measured from side-to-side.

11) Fences are permitted in the back of the property only, and may not approach nearer to the street than the rear corners of the dwelling unit. Fences may not exceed four feet (4') in height unless prior written approval is given by the Developer. Solid fences must not obstruct water flow. All fences must be properly maintained.

12) No business, other than a professional occupation operated solely by family members occupying the residence shall be conducted in any dwelling located in the Addition. No noxious or offensive activity shall be carried on in the Addition nor shall anything be done in the Addition which may be or become an annoyance or nuisance to the neighborhood.

13) No campers, boats, trailers, trucks, or other motor vehicles, or other recreational vehicles, shall be maintained, parked or kept more than 48 hours for any purpose on any lots or roadways within the subdivision, except within the enclosed garage. Further, no trucks, trailers, or commercial vehicles rated larger than ¾ ton pickup shall be maintained or parked overnight for any purpose in the subdivision, except that the builder/developer shall be able to maintain or park such vehicles until such time as the Addition is completed. No inoperable, dismantled, or wrecked motor vehicles, trailers, automobiles, or any other vehicles, or machinery or parts thereof,

including scrap metals or other scrap materials shall be permitted to be upon or remain upon any lot or roadway within the Addition. No personal property shall be stored or left upon a lot except within the garage located upon the lot. Garage doors shall be kept closed except during times of access to the garage.

14) No plants or seed, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot in the Addition.

15) There shall be no more than one name plate on each residence. A name plate shall be no more than 200 square inches in area and contain the name of the occupant or the name and address of the residence. It may be located at the door of the residence or the wall adjacent to the door.

16) No above ground communication, electric or television lines or cable shall be permitted to be placed anywhere in the Addition other than within the residences. It is intended that all such necessary and approved conduits and cables will be constructed, placed and maintained underground.

17) The Developer reserves the right to enter into agreements with the owner of any residence (without the consent of the owners of other residences within the Addition), to deviate from any or all of the Covenants, provided there are practical difficulties or particular hardships evidenced by the owner of any residence desiring such deviation, and any such deviation (which shall be confirmed in a written agreement) shall not constitute a waiver of the particular Covenant involved or any other Covenant as to the remaining property in the Addition.

18) No mobile home, modular home, premanufactured, or log cabin home shall be constructed or located on any lot.

19) Short term leases are not permitted. For the purpose of these Covenants, a short term lease means any lease for an expected term of less than six (6) months. Each residence shall be used and occupied only for single-family dwelling purposes and other common living arrangements, but in no event shall living arrangements exceed two persons per bedroom unit.

20) Any modification, remodeling, extension or expansion, including screen porches, decks, and storage facilities must have the approval of the Developer, its successor or assignee. The changes, additions, alterations or modifications must be approved by the Developer and must reasonably conform to the nature, character, style and structure of the residences in the Addition.

21) Each individual lot owner in the Addition shall be entitled to reasonably landscape the single-family residence on its lot in conformity with the general parklike landscaping of the Addition. The Developer, its successor or assignee, shall have

the right to review and approve or disapprove any landscaping which would materially affect the appearance and maintenance of the lawns within the Addition. In the event an owner fails to properly maintain any landscaping situated upon the lot, the Developer shall have the right to enter upon the lot to remedy the situation and to thereafter assess the lot owner for any and all expenses incurred by the Developer in rectifying the situation. Any such assessment shall be assessed and paid as set forth in Section B hereafter.

B. HOMEOWNER OBLIGATIONS

1. Community mailboxes may be located on a portion of Lot 33, and each owner within the Addition shall have access thereto for such limited purpose. Lot owners shall be equally responsible for the reasonable cost of maintaining, repairing or replacing (when necessary) said mailbox cluster.

2. All of the various lots within Mickelson Second Addition benefit from and drain into the storm water detention basin situated within Outlot A of the neighboring Smigel Second Addition subdivision. Therefore, the owners of lots within Mickelson Second Addition may be assessed from time to time, and agree to pay, a pro-rata share of the upkeep and maintenance expenses incurred by Smigel Second Addition Homeowners Association ("Smigel HOA") for said storm water detention area, along with a pro-rata share of any reasonable association management fee incurred in connection therewith. Any such assessments shall be made on a per address basis, not per lot (e.g. both residences in a two dwelling zero lot line structure may be separately assessed).

C. MISCELLANEOUS.

1. Duration. Each of the Covenants shall continue and be binding for an initial period of twenty-one (21) years from the date of recording of these Covenants.

2. Running with the Land. The Covenants shall run with the land and bind owners, their successors, grantees and assigns, and all other parties claiming by, through or under them.

3. Remedies for Violation of Covenants. STK, Hodge, and/or their respective successors or assigns, Mickelson Second Homeowners Association, Inc. and each owner or owners of any of the residences from time to time shall have the right

jointly and separately, to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the Covenants in addition to the right to bring an ordinary legal action for damages. In no event shall the failure of any owner to enforce any of the Covenants as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation. The prevailing party in any such action shall be entitled to recover its costs, expenses and reasonable attorney fees from the other party.

4. Modification. The record owners in fee simple of the residences in the Addition may revoke, modify, amend or supplement in whole or in part any or all of the Covenants and conditions contained herein and may release the Real Estate from the Covenants, but only at the following time and in the following manner:

a. Any such change or changes may be made effective at any time from the date of recording of this Declaration if the record owners in fee simple of sixty-six percent (66%) of the lots in the Addition consent to such change in writing.

b. Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the Recorder of Johnson County, Iowa. A recordable certificate by an accredited abstracter, title guaranty company doing business in Johnson County, Iowa, or a Johnson County attorney, as to the record ownership of the Real Estate shall be deemed conclusive evidence with regard to compliance with the provisions of this section.

5. Subordination. All Covenants, liens and other provisions set forth herein shall be subject to and subordinate to all mortgages or deed of trust in the nature of a mortgage now or hereafter executed, encumbering any of the Real Estate; and none of the Covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure or sold under the foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or any judicial sale, any purchaser at such sale, his, her or its grantees, heirs, personal representatives, successors or assigns shall hold any and all property so purchased or acquired subject to all of the Covenants, liens or other provisions herein.

6. Invalidation. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained herein, such holding shall not impair, invalidate or otherwise affect the remainder of these Covenants which shall run in full force and effect.

7. Notice. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any owner at his or her last known address, shall be sufficient prior notice to such owner wherever notices are required herein.

8. NPDES/CSR Permits. The Owner of any lot subject to these Covenants assumes, by acceptance of a Deed for the lot, the Developer's obligations with respect to such lot for: (i) soil erosion control on such lot from and after the delivery of the Deed; and (ii) installation of sidewalks as required by the City of North Liberty, if not already installed by the Developer. Such Owner shall cooperate with the Developer in obtaining a transfer of any soil erosion control NPDES, CSR or other governmental permit with respect to soil erosion, wetland and other environmental laws, to such Owner or the cancellation or other termination of the permit currently in the name of the Developer or its affiliate, and the reissuance of a permit in the name of such Owner. At any time required by the Developer, any party accepting a Deed for any lot or part thereof shall execute the appropriate documentation required by the Iowa Department of Natural Resources, the City of North Liberty, Iowa, or other governmental body to release the Developer from responsibility for executing a soil erosion plan (including monitoring and record keeping) as it applies to the lot for the period of time after the delivery of a Deed for such lot, and to release the Developer from any other obligation for environmental matters for the period of time after delivery of a Deed. Any party that accepts a Deed for any lot or part thereof who fails to cooperate with the Developer, fails to execute documentation to relieve the Developer from responsibility for soil erosion or fails to comply with the lawful requirements for control of soil erosion shall be obligated to hold the Developer harmless from all liability, costs and expense, including reasonable attorney fees, arising from such failure by such party.

Dated this 30 day of April, 2026.

STK ENTERPRISES, LLC

By: _____
Kevin Digmann, Manager

STATE OF IOWA)
) ss:
COUNTY OF JOHNSON)

NOTARIAL SEAL IOWA
ANN SEEGMILLER-MCGRATH
Commission Number 824848
My Commission Expires
April 17, 2029

This instrument was acknowledged before me on this 30 day of April, 2026, by Kevin Digmann, as Manager of STK Enterprises, LLC.

_____
Notary Public in and for the State of Iowa

HODGE CONSTRUCTION COMPANY

By: _____
Kevin Digmann, Vice President

STATE OF IOWA)
) ss:
COUNTY OF JOHNSON)

NOTARIAL SEAL IOWA
ANN SEEGMILLER-MCGRATH
Commission Number 824848
My Commission Expires
April 17, 2029

This instrument was acknowledged before me on this 30 day of April, 2026, by Kevin Digmann, as Vice President of Hodge Construction, Inc.

_____
Notary Public in and for the State of Iowa