Prepared by: Shafer Law Office, P.O. Box 779, Williamsburg, IA 52361, 319-668-2565

PROTECTIVE COVENANTS AND RESTRICTION

TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS: The undersigned being the owners of:

Lots 1-20 of, Coyote Run Second Addition 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 those persons who may purchase any of said lots in Coyote Run Second Addition Subdivision to Iowa County, Iowa, now and by the undersigned, hereby impose the following Protective Covenants and Restrictions on each said lot in the subdivision, which shall be binding upon all the present and future owners of each of described lots in the 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 shall be used only for single-family residential purposes with an allowance for a "mom and pop" in-house enterprise shop and/or other non-nuisance business, such as craft hobby, beauty shop and/or other enterprises such as in-home offices for educators, engineers, computer programmers, etc., or remote employees digitally connected to employer which business or office, will be allowed upon approval by present owners 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.
2. The following provisions shall be applicable to construction on the lots;

a. No lots(s) shall be subdivided. This provision shall not prevent a conveyance of a portion of one lot to the abutting owner of another lot so long as said conveyance does not result in an additional building lot being created thereby.

b. Prior to any construction, plans and specifications for the proposed home and estimated time of construction, shall be submitted to the present owners or its' designee for approval. The present owner or its' designee shall have the right to refuse approval of any application for any reason which the present owner or its' designee, in its sole discretion, may deem to be in the best interest of the development. Additional construction applications may be presented at any time for approval. No home shall be erected on a lot having a finished living area of less than one thousand, three hundred (1,300) square feet. Equipment rooms are not to be 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 50- foot road right-of-way or with-in 10 foot of any side yard boundary.

d. No trailer or mobile home 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 side of dwelling.

f. Any detached garage and/or structure shall compliment house and lot

g. Prior to any construction, plans, and specifications for any proposed detached garage or structure, shall be submitted to the present owner or its designee 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. No structure shall be approved by present owner or designee that does not compliment home and lot by meeting the following minimum requirements:

1. No outside structure application shall be approved prior to the completion of dwelling.

2. No structure shall extend beyond any front outside corner of dwelling.

3. Any detached structure shall have a minimum twelve (12) inch roof overhang.

4. Every detached structure shall be painted, stained or otherwise colored in a computer matched color to dwelling.

5. The roof of any detached structure shall have a roof pitched equivalent to dwelling.

6. Siding and roofing material of any detached structure shall be substantially equivalent to dwelling.

7. No outside structure maybe inhabited in any form.

8. Any outside structure that has not been approved or is otherwise in non-compliance, maybe modified or removed with costs to lot owner.

9. The afore-described provisions one (1) through eight (8) may only be modified by unanimous consent of all owners.

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.

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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 owner or designee waives in writing this requirement.

j. Except for wooded areas of the lot, the yard shall be fine graded and seeded or sodded following final grading.

k. No plants, trees, shrubs, or any other ornaments maybe placed on or over easements or boundary lines and any cost or removing the same shall be assessed to owner of lot in violation.

l. Driveways shall be constructed and paved, equal to or exceeding that of streets or roads adjacent to lot(s). Owners of lots may pave driveways over easements and right away, but will do so at their own risk and knowledge, that purchasers of lots will bear the cost of reconstruction if pavement is disturbed or destroyed to maintain, construct, or repair utilities or roadway benefited by easement or right of way.

3. The following restriction shall be applicable to the use of 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 of other lot owners. Pets, which continue to make loud noises, damage shrubs or other flora, attack other pets or people shall be considered a nuisance. All pets located off the owner's premises shall be leashed.

b. Any dog runs, trash receptacle or outside structure or 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 (2019), or the Common Law of Iowa shall be permitted and the restrictions pertaining to acts within 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 vehicle used by residents shall be parked in drive ways. No motor vehicle shall be parked on the street(s). 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 any 50-foot roadway with ten (10) feet on both sides of the road right of way and in other areas marked "utility easement".

j. Any common lake or pond within the subdivision is only to be used for the quiet enjoyment of lot owners. No hunting or discharge of firearms are allowed within the subdivision streets, common property or private lots is allowed.

k. There shall be no operation or use of unlicensed motorized vehicles or registered ATV's, UTV's or snowmobiles, by individuals under the age of sixteen (16).

4. These restrictive covenants shall not be binding upon any lot so long as title thereto remains with original owner.

5. These covenants are to run with the land and shall be binding on all the parties (except as provided in Paragraph 2) and all persons claiming under them for twenty-one (21) years, at which time said covenant shall be automatically extended for a period of ten (10) years unless by vote of the majority of the then owners of the property it is agreed to change the said covenants from termination under the provisions of Section 614.24, Code of Iowa, by filing the necessary claim in manner set forth in Section 614.25, Code of Iowa.

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 5, it shall be lawful for any other person or persons owning any other lot or enjoying a beneficial interest in any lot(s) 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 recover 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.

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8. At some future date, each lot owner shall automatically become a member of Coyote Run Second Addition Homeowners 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 or other legal entity chosen by owners of lot(s) has control. Coyote Run Second Addition Homeowners Association, Inc. shall be organized and shall operate for the purpose of owning, maintaining, controlling, and managing the common areas and water detention and recreation areas int eh final plat approved and filed as Coyote Run Second Addition Subdivision to Iowa County, Iowa, 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 written consent of the owners of at least two-thirds (66.6%) of the lots within said subdivision unless otherwise requiring a unanimous consent and the same shall be filed of record in the office of the Iowa County Recorder.

Dated : 6/15/2020

Mark T. Seaton, Member S & W LLC

Sherri R. Seaton, Member S & W LLC

State of Iowa)

)ss

County of Poweshiek)

NOTARIAL SEAL IOWA
KATHY M. GRIER
Commission Number 820965
My Commission Expires
10/28/2022

On this 15 day of June, 2020, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Mark T. Seaton and Sherri R. Seaton, Member S & W LLC, to me know to the identical persons named in and who executed the same as their voluntary act and deed.

Notary Public

Dated: 6-15-2020

Dale Wacker, Member S & W LLC

Connie Wacker, Member S & W LLC

On this 15 day of June, 2020, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Dale Wacker and Connie Wacker, Members S & W LLC, to me know to the identical persons named in and who executed the same as their voluntary act and deed.

Notary Public

NOTARIAL SEAL IOWA

BRENDA LEA FISHBACK
Commission Number 809996
My Commission Expires
4-10-21