

RESTRICTIVE COVENANTS

The undersigned, being the sole owner of the property described herein, hereby imposes the following restrictive covenants and building restrictions on the property described herein which shall run with the land and be binding upon subsequent grantees.

Description of Property: Boyd First Addition, Phase 1, in the Incorporated City of Maurice, Sioux County, Iowa, as shown by Dedication & Plat recorded at File ____ - Card No. __.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any one lot other than one detached single-family dwelling not to exceed two stories in height. Only above-ground dwellings of new construction shall be permitted. This covenant is intended to prohibit the building of earth shelter houses and dwellings, houses surrounded by berms or other underground houses.
2. No home shall be moved on to the property except that of a new construction, following the guidelines described in this document, and being approved of by not less than three-fourths of the majority of owners of said plots (governed by one vote per building lot).
3. The exterior portions of all construction shall be completed within one (1) year from the date of beginning construction which shall be defined as the date of building permit is issued for construction. (Building permit is to be applied for within one (1) year of purchase of property and construction is to be completed within one (1) year from date of building permit = two (2) years).
4. No mobile home, trailer, basement, tent, shack, barn, garage, or other outbuildings erected on said real estate shall, at any time, be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
5. All dwellings must be erected on a permanent foundation. Said foundation shall provide a basement with a minimum depth of eight (8) feet, and shall be required under no less

than 80% of main floor of any residence.

6. No more than one storage shed or similar structure shall be permitted on a lot. They should be architecturally consistent with the residence on the same lot, not more than one story in height and smaller than 1000 square feet. (Architecturally consistent means to be of the same general appearance with siding and roofing as that of the residence). This structure must comply with all city building codes as well.
7. Accessory buildings, fences, walls, or other improvements or structures shall be constructed or erected to match the exterior of the residence.
8. Dwellings constructed on any lot shall have minimum ground floor areas (excluding attached garages, breezeways, porches, and patios) as follows:
 - a. One story dwellings: 1200 square feet of finished, interior above ground floor area.
 - b. Split-level dwellings: 1200 square feet of interior finished floor area on each floor.
 - d. One and one-half and two story dwellings: 1000 square feet of finished interior floor space on the ground level and 500 square feet of finished interior floor area on the upper level.
 - f. Basement or walkout basement elevations shall not constitute part of the required total floor space.
9. The minimum roof pitch of any structure shall be 5:12. Eave height shall not be less than eight (8) feet above the top of the foundation.
10. All residences shall have at least a two-car attached garage. Nothing contained herein shall prohibit the use of any garage for a personal workshop. Floor drains in garages may be connected to the city sewer, if a property city approved catch basin is installed.
11. All structures shall be built in compliance with the Uniform Building Code.
12. No structure shall have ribbed vertical steel siding applied to the exterior walls of the structure. This restriction is intended to prohibit the construction of either primary or accessory buildings having either galvanized or colored ribbed vertical steel exterior walls.
13. All driveways shall be concrete. Culverts shall not extend more than three (3) feet beyond the width of the garage. Ditches must remain open (not filled in).
14. No lot once platted in the subdivision shall be subdivided, partitioned, or replatted in any way so as to create additional separate parcels of real estate. This restriction is designed to prohibit the creation of smaller parcels of property to facilitate the construction of additional residential units upon smaller parcels of property. Nor can an owner of

multiple lots build one dwelling on multiple lots or a portion of multiple lots. It is the intent of this covenant that each lot shall have one house.

15. No solar collectors or solar panels shall be easily visible from any street in the subdivision.
16. The owner of each lot shall keep such lot or lots free from weeds and debris whether such lot is improved or unimproved. Owners shall sod or seed the front and side yard of all homes within 24 months from beginning of construction. Any excavated dirt not used for landscaping the lot from which it is excavated shall be the property of the City of Maurice and shall be disposed of as directed by the City of Maurice.
17. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance and nuisance to the neighborhood.
18. No sign of any kind shall be displayed to the public view on the premises except signs of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the advertising and sales period.
19. No business, trade or commercial activity of any kind may be conducted upon any lot except in a one-person, one-room professional office or service operated by owner-occupier.
20. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except for dogs, cats, or other household pets which are not kept, bred, or maintained for any commercial purposes. Animals shall be limited to two animals over six months old.
21. No kennel may be constructed with dimensions in excess of 5 feet x 20 feet. Kennels shall be attached to the dwelling. No kennels in front yard. No kennel shall exist within 5 feet of the lot line.
22. All waters from roofs of dwellings in said Addition shall be discharged into the street or the front or rear yards of the property and shall not be discharged so as to flow upon or across the land of any other owner or proprietor except as provided for on the Final Plat.
23. No recreational vehicles shall be parked within the required front yard setback for longer than 48 hours. Recreational vehicles shall include, but not limited to, travel trailers, motor homes, campers, boats, ATV's and snowmobiles, and shall include trailers.
24. No trucks larger than one and one-half ton in size shall be maintained, parked, or kept for more than 48 hours for any purpose on the property in Subdivision except for vehicles which are making deliveries to or picking up property from premises or otherwise providing services to the premises.

25. No exterior oil tanks, gasoline, or other fuel tanks except for those used for home heating purposes, shall be permitted.
26. No exterior lighting shall be installed or maintained which unreasonably disturbs the occupants of other lots.
27. No satellite dishes in excess of 20 inches in diameter will be permitted in this subdivision.
28. All exterior electrical and telephone wiring shall be underground.
29. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 21 years from the date these covenants are recorded and for any renewal period permitted by Iowa Code Chapter 614 as may be amended.
30. 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.
31. These covenants shall inure to the benefit of and be binding upon all owners of any lot herein described, their heirs, assigns, and successors in interest. If any party so bound shall violate or attempt to violate any of the covenants or restrictions herein, any person or persons owning any other lot herein described may prosecute any proceedings at law or in equity against such person or persons violating or attempting to violate any such covenant or restriction, either to prevent him or them from so doing so by injunction or to recover damages or other dues for such violation. For the purpose of this paragraph, a person owning any portion of a lot shall be deemed to be the owner of a lot.
32. These restrictions shall be effective from the date of filing and may be extended pursuant to the terms of the Iowa Sale Uses and Reversions Act or any amendments thereof.
33. While in effect, these restrictive covenants or any portion thereof, may be altered, amended, or deleted by the written agreement of not less than three-fourths of the majority of owners of said plots (governed by one vote per building lot).

IN WITNESS WHEREOF, we have set out hands this _____ day of _____,
2016

ATTEST:

CITY OF MAURICE, an Iowa
Municipal Corporation

Lana Hathaway, City Clerk

Perry Jager, Mayor

STATE OF IOWA)
) ss
SIOUX COUNTY)

On this _____ day of _____, 2016, before me the undersigned a Notary Public in and for the State of Iowa, personally appeared PERRY JAGER and LANA HATHAWAY, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of said Municipal Corporation executing the within and foregoing instrument, that the seal affixed hereto is the official seal of the City of Maurice, Iowa; that said instrument was signed and sealed on behalf of said corporation by authority of its City Council; and that the said PERRY JAGER and LANA HATHAWAY as such officers acknowledge that the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public