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DECLARATION OF RESTRICTIVE COVENANTS FOR MEADOW PARK SUBDIVISION TO THE CITY OF MAQUOKETA, IOWA AS SHOWN ON THE PLAT OF MEADOW PARK SUBDIVISION TO THE CITY OF MAQUOKETA, IOWA

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR MEADOW PARK SUBDIVISION TO THE CITY OF MAQUOKETA, IOWA IS MADE AS OF THIS _____ DAY OF _____, 2022, BY BSM2 DEVELOPMENT, LLC, an Iowa Limited Liability Company (the "Developer"):

For the mutual benefit of the present and future owners of lots in Meadow Park Subdivision to the City of Maquoketa, Iowa (the "Subdivision"), the undersigned Owner and Developer, BSM2 Development, LLC, does hereby declare and bind itself, its heirs, grantees, transferees, executors and legal representatives in the ownership of the lots located in Meadow Park Subdivision to the City of Maquoketa, Iowa, or subsequent developments, to the following protective covenants, which shall run with the real estate and be binding on all parties having any right, title or interest in the described premises, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

A. "Accessory Building" shall mean any structure not directly attached to the main building and having an elevation of four feet or more in height.

B. "Developer" shall mean BSM2 Development, LLC

C. "Meadow Park Subdivision to the City of Maquoketa, Iowa" shall mean and refer to the real property located in the residential subdivision described above.

D. "Living Unit" shall mean and refer to any portion of a residence building situated upon the properties designated and intended for use and occupancy as a residence by a single family.

E. "Lot" shall mean and refer to any individual parcel of land which is described above as shown upon the recorded plat of Meadow Park Subdivision to the City of Maquoketa, Iowa, as it may be amended, and shall be deemed to include each subdivided lot designated as a "parcel" on any recorded plat.

F. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or building plot which is part of Meadow Park Subdivision to the City of Maquoketa, Iowa.

G. "Properties" shall mean and refer to the real property hereinbefore described (that is both parcels together upon which a zero lot line living unit or attached single-family dwelling units have been constructed).

H. "Public view" is defined as the view one would have when situated on the roadway directly in front of a residence or lot.

I. "Zero Lot Line Living Unit" shall mean a living unit of up to a two-family dwelling existing on said premises which has a common party wall, the center line of said party wall being the dividing line between parcels.

II. DESIGNATION OF USE - GENERAL RESTRICTIONS

A. All lots described herein shall be used solely as residential lots for single or two-family residential dwellings which may include zero lot line living units. A dwelling shall have no less than a fully enclosed two-stall attached garage. Lots 1 through 28 must front Forrest Drive.

B. Upon commencement of construction on a lot, all interior and exterior construction, lot grading and landscaping shall be completed within one year of the date of commencement. No dwelling shall be occupied during construction.

C. All lots shall be zoned "R-1" Residential District, as per Title 5 Chapter 1 Subchapter 1D "R-1" Residential District for the City of Maquoketa. All one-story single-family dwellings shall have a minimum of 1250 square feet of living space. One and one-half or two-story single dwellings shall contain a minimum of 900 square feet of living space on the first floor and 300 square feet of living space on the second floor. In computing the square footage, the area contained in (a) basements, (b) porches, (c) garages, (d) storage units and (e) breezeways shall not be included. Walkout basements are not considered as being at grade level. Split foyer and split level designs shall be considered one and one-half or two-story dwellings.

D. A Portland concrete driveway from the street line to the garage door is required for all dwellings. Prior to occupancy, each lot owner shall be required to install and maintain sidewalks as are required by the ordinances in effect for the City of Maquoketa.

E. No lot shall be subdivided into smaller lots. No more than one residential structure may be built on each lot. However, a two-family residential dwelling may be placed on two adjoining lots and treated as zero lot line living units. Lots may be reconfigured for the purpose of creating separate parcels for zero lot line living units.

F. No fence or any other structure of any kind or character shall be erected or maintained upon that part of any of such lots lying between the street line and the building setback lines upon any of the lots.

G. No outbuilding, garage, shed, tent, trailer or temporary building of any kind shall be erected, constructed, permitted or maintained prior to commencement of the erection of the residence as is permitted hereby, and no outbuildings, garage, shed, tent, trailer, basement or temporary building shall be used for permanent or temporary residence.

H. No more than one unattached structure (other than a detached garage) shall be allowed upon any lot. Such an unattached structure shall be no smaller than 150 square feet and shall be permanently affixed to a concrete pad. Portable buildings are prohibited. Placement of any such unattached structure shall be in full compliance with all setback requirements of the Maquoketa Zoning Ordinance. Such buildings shall consist of the same materials and color as used in the primary residence.

I. All service entrance utility lines shall be installed underground.

J. Satellite dishes larger than 38 inches in diameter are prohibited. Satellite dishes must be located in such a manner as to not be visible from the street fronting the house. No dwelling shall have a TV antenna or similar structure standing more than 10 feet in height above the highest point of the dwelling to which it is affixed. Detached antenna towers are prohibited.

K. The titleholder of each lot, whether vacant or improved, shall keep his lot free of weeds, regularly mowed and free from all debris, garbage or refuse of any kind.

L. No animals of any kind shall be kept on any of these lots, except for house pets. No animal compound, run, enclosure, house, shelter or similar structure may be erected on any lot.

M. There shall be no businesses of any kind operated out of the homes that require the general public as clientele to visit the residence to conduct the business. No commercial trade shall be carried on upon any lot, nor shall any activity be engaged upon which may become an annoyance or nuisance to other lot owners.

N. Trailers, mobile homes, motor homes, campers, barns, basements, tents, garages, factory manufactured homes, or any structure however described for which a certificate of title of ownership is given, shall all be prohibited and not allowed as either a temporary or permanent residence on any lot. Modular homes, as defined in Chapter 435.1(6) of the Code of Iowa, are permitted, but any such modular home must be permanently affixed to the lot and utilize a cement or concrete block foundation.

O. The parking of boats, motor homes, campers, trailers, snowmobiles or other similar recreational equipment is prohibited, except for temporary parking during the season when such equipment is being regularly used. Permanent parking is expressly prohibited unless such equipment is placed in an enclosed structure.

P. 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 Article VI below, it shall be lawful for any other person or persons owning any other lots in said addition 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 doing so or to further secure a recovery of damages or other dues for such violation.

Q. 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.

R. No commercial vehicles may be regularly parked at or on any lot. A "commercial vehicle" is defined as any vehicle with a gross vehicle weight of over 5 tons or height exceeding 8 feet. No sign of any kind shall be displayed on any lot or home, except one sign of not more than 5 square feet advertising a specific property for sale or signs used by a builder to advertise the property during the construction and sales period.

S. No noxious or offensive activity or odors shall be permitted in or to escape from any building or lot, nor shall anything be done thereupon which is or may become an annoyance or nuisance, either temporarily or permanently.

T. All garbage, trash and discarded material must be kept in a metal, rubber or plastic trash container which shall be covered at all times until the time of pick-up. Any stock piles of firewood shall be kept in the rear yard or in an enclosed structure.

U. All houses shall have roofs with a minimum 5-12 pitch.

V. The owner of a lot is responsible for maintaining any drainage tile lines existing on the lot and shall keep such tile lines in good repair.

W. Each lot owner will receive a copy of the SWPP (Storm Water Prevention Plan. Each lot owner shall be responsible for abiding by the rules set forth in the SWPP. Each lot owner shall be required to sign a statement at time of closing of their purchase of a lot in this subdivision acknowledging that they have received a copy of the SWPP for Meadow Park Subdivision to the City of Maquoketa, Iowa, specifically agreeing to the terms of the plan set forth in the SWPP. The SWPP is transferable if the lot owner later decides to sell the lot.

X. BSM2 Development, LLC, as Developer, will obtain the necessary NPDES (National Pollutant Discharge Elimination System) General Permit #2 from the DNR (Department of Natural Resources). The permit will be paid for by the Developer for a period of five years. If at the end of five years from the filing of the plat for Meadow Park Subdivision to the City of Maquoketa, Iowa, a structure has not been erected on a lot, the then owner must apply for and obtain his or her own

NPDES permit from the DNR. In addition, if after five years a lot is not built upon, the Developer shall be reimbursed for the utility refund.

Y. Lot owners shall be responsible for all erosion and erosion control on their lot. Any failure by a lot owner to comply with the applicable local, state or federal erosion control standards which may result in a fine being imposed by any governmental body against the Developer, the lot owner shall then reimburse the Developer for one hundred percent of the amount of the fine assessed against the Developer within thirty (30) days of such fine assessment. In the event the lot owner does not timely reimburse the Developer for a fine resulting from the failure of the lot owner to comply with the applicable erosion control standards, then the lot owner shall be responsible to pay to Developer all of the costs and reasonable attorney fees incurred by the Developer in recovering such a fine from the lot owner.

Z. Construction of a residential dwelling shall be completed within two years of the date on which a lot is purchased from the Developer.

III. PARTY WALLS / COMMON UTILITY LINES.

This section shall apply to all lots where the owner(s) have decided to construct zero lot line living units which adjoin each other and share a common wall.

A. General Rules of Law to Apply. The wall which now exists and was built as part of the original construction of the Living Units upon the Properties and placed on the dividing line between the Living Units shall constitute and is hereby declared to be a party wall and each Lot shall be subject to and together with an easement in said party wall, said easement to be appurtenant to each Lot. To the extent not inconsistent with the provisions of this article, the general rules of law in the State of Iowa regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto. Adjoining property owners shall have reciprocal 10-foot wide maintenance easements to provide access to the adjacent property owner to be able to maintain the common walls located upon the common boundary lines, and such other and additional easements as may be required by the zoning regulations for the City of Maquoketa.

B. Sharing of Repair and Maintenance Costs. The cost of reasonable repair and maintenance of the party wall shall be shared equally by the respective adjoining owners of the Living Units.

C. Destruction by Fire or Other Casualty. If the party wall is destroyed by fire or other casualty or by physical deterioration, either Owner may restore it, and shall have an easement over the adjoining Living Unit for purposes of making such restoration. The Owner of the other Lot shall contribute equally to the cost of restoration thereof, without prejudice, however, to the right of either Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

D. Weatherproofing. Notwithstanding any other provision of this article, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements or excessive heat or cold, shall bear the whole cost of furnishing the necessary protection against such elements or heat or cold, and of repairing the party wall from damage caused by such exposure.

E. Right to Contribution Runs with Land. The right of either Owner to contribution from the other Owner under this article shall be appurtenant to the Lot and shall pass to such Owner's successors in title, shall constitute a lien upon the land until paid, and shall run with the land and bind the parties and their heirs and successors in title.

F. Arbitration. In the event of any dispute arising concerning the party wall, or the cost of maintenance or repair thereof, or otherwise under the provision of this article, each Owner shall choose one arbitrator and such two arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. If either party refuses or fails to promptly appoint an arbitrator, or if the two arbitrators cannot agree on a third, the same may be appointed by any judge of the District Court for Jackson County, State of Iowa. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

G. Encroachment. If any portions or either Living Unit or Lot shall actually encroach upon the other Lot, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be deemed to be an easement in favor of the Owner of the encroaching Living Unit to the extent of such encroachment so long as the same shall exist.

H. Mechanic's Liens. Each Owner of a Living Unit agrees to indemnify and hold harmless the Owner of the adjoining Living Unit for any mechanic's liens arising from work done or material supplied to make repairs or replacements for which the first mentioned owner is responsible.

I. Insurance-Replacement. Each Owner shall maintain fire and extended coverage insurance on his Living Unit in the full replacement cost thereof, and shall, in the event of damage to or destruction of his Living Unit, restore it to the condition in which it was prior to the damage or destruction. The exterior appearance, including the roof type of each living unit, shall be maintained in its original style and color.

J. Maintenance. Each Owner of a Living Unit shall maintain his Lot and the exterior of his Living Unit in good condition and repair and in a clean and neat condition.

IV. EASEMENTS

A perpetual easement is reserved along the various lot lines of the lots as shown by the recorded plat for utility installation and maintenance and water drainage. There shall be no fences, buildings, large plantings or other obstructions upon or under the property covered by these easements, so access is readily available for any equipment and/or persons necessary for the construction, reconstruction or maintenance of such utilities and/or drainage ways.

V. ENFORCEMENT OF COVENANTS

The Covenants shall be deemed to run with the land to which they apply, and the Developer and individual owners of any of such real estate may bring an action in any court of competent jurisdiction to enforce these Covenants and enjoin their violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity. All costs

incurred by Developer or an individual aggrieved owner(s) to enforce these restrictive covenants, including court costs and attorney fees, shall be paid by the violating owner.

VI. AMENDMENTS TO COVENANTS

These Covenants may be amended from time to time by the approval of said amendment(s) by the Owners of the property in Meadow Park Subdivision to the City of Maquoketa, Iowa. Such approval shall be ratified by the affirmative vote of not less than 50.1% of the owners to which these Covenants apply. The Owner or Owners shall be entitled to cast, in the aggregate, only one vote on account of each Lot or individual living unit owned thereby. The Developer shall be entitled to one vote for each lot owned by Developer.

The covenant set forth in Article II, subparagraph Z, shall not be amended without the consent of the City of Maquoketa.

VII. PERIOD OF COVENANTS

The covenants and restrictions set forth in this Declaration of Restrictive Covenants shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer or the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded with the Jackson County Recorder, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then owners of two-thirds of the lots within Meadow Park Subdivision to the City of Maquoketa, Iowa, has been recorded agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement or change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every lot owner at least ninety (90) days in advance of any such action taken.

VIII. ENFORCEABILITY AND WAIVER

A. No delay or omission on the part of the Developer or individual owners, in exercising any rights, powers or remedies herein allowed in the event of any breach of the covenants, conditions or restrictions herein contained, shall be construed as a waiver hereof or acquiescence therein, and no right of actions shall accrue, nor shall any actions be brought or maintained by anyone whomsoever against the Developer, or any member thereof, for or on account of any action or inaction taken thereby in connection therewith.

B. In the event that any one or more of the foregoing covenants, conditions and restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the covenants, conditions and restrictions not so expressly held to be void which shall continue unimpaired and in full force and effect.

C. All property subject hereto shall also be subject to any and all zoning ordinances of the City of Maquoketa, Iowa. Wherever there is a conflict between these covenants and/or the zoning ordinances of the City of Maquoketa, Iowa, or the State of Iowa, that which is most restrictive shall be binding.

D. Each owner by deed and purchaser under installment sale contract accepts such conveyance subject to the restrictions, covenants, obligations and liabilities hereby created, reserved or declared, all as though the same were recited at length in such deed or installment sale contract.

BSM2 DEVELOPMENT, LLC

By: _____
Brian Kraus, Member

STATE OF IOWA, COUNTY OF JONES: ss.

This instrument was acknowledged before me on _____, 2022 by Brian Kraus as Member of BSM2 Development, LLC.

_____
Notary Public in and for the State of Iowa