

2017 REVISED AND AMENDED OHMER RIDGE RESTRICTIVE COVENANTS:

Proprietor hereby declares that all real estate comprising OHMER RIDGE Subdivision shall be held, sold and conveyed, subject to the following Restrictive Covenants, which are for the purpose of protecting the value and desirability of, and which shall run with the properties and be binding on all parties having any right, title or interest in OHMER RIDGE, or any part thereof, their heirs, successors and assigns, and shall enure to the benefit of each owner thereof.

1. All lots, except lots consolidated by the City of McGregor in compliance with the Zoning Ordinance of the City of McGregor, shall be used solely for single family residential dwellings unless a majority of the then owners of the lots in said subdivision shall approve use as a condominium or two family dwellings. No trailer, basement, tent, garage, vehicle, camper or other similar structure shall be used as a temporary or permanent residence, nor shall any residence of a temporary nature be permitted.
2. No more than one residential structure shall be constructed on any given lot and no lot shall be subdivided.
3. No residential structure shall exceed two stories in height above the foundation nor contain less than 1,400 square feet of finished living space and shall have a minimum width of 24 feet and a minimum length of 24 feet as measured at the narrowest points, excluding porches and garages. Except for specific design elements, the roof pitch minimum is 5/12. Except for a private garage constructed on a consolidated lot, all garages are to be contained within or structurally attached to the residential structure and shall have a capacity not to exceed three cars. In addition, no portion of any structure constructed on Lot Nineteen (19) may exceed the elevation of 1,080 feet above mean sea level.
4. A private garage as defined in the Zoning Ordinance of the City of McGregor may be constructed on the accessory lot portion of lots consolidated by the City of McGregor.
5. No trees, shrubs or other large encumbering vegetation shall be planted in the areas designated for public utilities, nor shall be placed or planted as shall interfere with the Methodist Hollow Valley view from the main floor level of the residential structure located on any other subdivision lot with a mean sea level elevation equal to or greater than the elevation of the lot upon which the vegetation is placed or planted.
6. All utilities not installed by the Proprietor shall be installed underground. No above ground storage tanks of any kind or nature shall be installed on any lot. If reasonably possible, propane gas storage tank shall be installed underground and to the side or rear of the residential structure. If underground installation is not reasonably feasible, above ground propane gas storage tanks shall be located to the side or rear of the residential structure. All

propane gas storage tank installations shall be in accordance with municipal, state, and federal laws governing such installations. No gas or electric meters shall be placed in or on the front of any structure located on any lot. No satellite dishes shall be allowed which are larger than eighteen inches (18') in diameter.

7. All driveways shall be hard surfaced within one year of the date the primary structure on the lot is substantially completed.
8. Structures appurtenant to the residential structure are permitted and shall be limited as herein provided. A storage structure shall be limited to one per lot and shall be no larger than one-thousand square feet in ground floor area, (including attached open and/or screened porches and decks) and no longer than thirty-six feet (36') in length, and no taller than fifteen feet (15') at the peak of the roof line. Such storage structure shall be constructed of the same materials, and have siding of the same material & color as the residential structure on the lot. A decorative lawn structure, such as a gazebo, is permitted and shall be limited to one per lot, and shall be no larger than three-hundred square feet in ground floor area and no taller than twelve feet (12') at the peak of the roof line, and must be constructed to the rear of the residential structure. Additionally, a household pet animal enclosure is permitted and shall be constructed to the rear of the residential structure and at least twenty feet (20') from any property line.
9. No obnoxious or offensive trade or activity shall be carried on in any structure or on the lot or on the premises, nor shall anything be done therein or thereon, which may be or become a nuisance to the residents of the neighborhood.
10. No farm equipment, machinery or other property, other than such machinery as may be used for caring for said lot, of any kind whatsoever shall be stored on or upon any lot which may be or may become an annoyance or nuisance to the area, or which may be unsightly or which may create or tend to create a rodent or health problem. No automobiles or parts thereof will be stored on any lot other than those vehicles actively in mobile use by the occupant or owner thereof.
11. A motor home may be stored on a lot but only on a hard surfaced pad and only to the side or rear of the residential structure on the lot.
12. All structures to be constructed within the subdivision shall be enclosed within 180 days of the date construction commences.
13. All excavating and landscaping plans are to be submitted to the McGregor Planning and Zoning Administrator for approval and approval shall be obtained prior to the commencement of said excavating and landscaping.
14. Lot owners shall take all necessary precautions to prevent, stabilize and/or control erosion on the property, to prevent sediment migration and soil erosion from extending beyond the boundaries of the lot, and in the event it occurs, to

clean up all eroded sediment and to restore all affected areas to their original condition.

15. If any lot owner, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons or entity owning any other lot or lots governed by these covenants or restrictions to prosecute any proceedings at law or in equity against the person or persons or entity violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.
16. DURATION; AMENDMENT. These Restrictive Covenants shall run with and bind the land, for a term of twenty (20) years from the date of recording, and may be extended for successive periods of twenty-one (21) years thereafter under Sections 614.24 and 614.25, Code of Iowa, 2007; provided however that any easements created by the Proprietor's Statement shall be perpetual in nature. These Restrictive Covenants may be amended by an instrument signed by the owners of not less than Seventy-Five (75%) of the lots. Any such amendment shall be filed with the Clayton County Recorder's office.
17. Invalidation of any part of these covenants by judgment or court order shall in no way affect any of the other provisions which shall continue in full force and effect.