



RESTRICTIVE COVENANTS FOR
RIVER RIDGE SUBDIVISION

These Restrictive Covenants are being recorded to Amend the Restrictive Covenants
recorded April 5, 2004 as File number 2004R01191

That for the mutual benefit of River Ridge Homeowner's Association (hereinafter referred to as "HOA") in Buchanan County, Iowa, and of future owners of any of said lots, the undersigned "HOA" does hereby declare and bind themselves, their heirs, transferees, guaranties, executors, legal representatives and assigns to ownership of all of the lots in River Ridge Subdivision, which is more particularly described as shown on Exhibit "A," a copy of which is attached hereto, to the following protective covenants, and that the covenants will run with the land and will be binding upon all owners thereof so long as said covenants remain in force and effect, and that these restrictive covenants are intended to amend to the previously filed covenants of Sanboeuf Development, LLC, a duly organized limited liability company on April 2, 2004, to-wit:

1. All lots are to be used exclusively for single- or two-family purposes. No trailer, basement, tent, garage, or other similar structure will be used as a temporary or permanent residence, nor will any residence of a temporary nature be permitted. No more than one residential unit per lot will be permitted. No structure will be moved onto any lot within the addition.
2. There will be no mobile homes, modular homes, pre-built homes, or manufactured homes placed or erected upon any lot.
3. No lot within the subdivision will be further subdivided, split, or divided. However, two or more adjacent lots may be combined to form a single lot.
4. No noxious or offensive activity will be carried on any lot which activity is a nuisance to the neighborhood.
5. No animals or livestock will be permitted on any lot or part thereof except for household pets (dogs or cats), and said pets will be kept on a leash when outside its own property line. Pets will be under the control of their owners at all times and owners are responsible to pick up after their pet. Owners will have no more than three dogs on the premises at one time, and lot owners will not allow or permit any such dog to cause serious annoyance or disturbance to any person or persons by frequent and habitual howling, yelping, or barking.
6. No road will be permitted through any lot connecting the platted addition streets with any outlying area which are not a part of the subdivision or specifically set forth in the subdivision plat.
7. Individual sewage disposal systems (septic tanks) will be installed in accordance with applicable state and county regulations.
8. Each lot owner will comply strictly with setback and building lines shown on the plat of the subdivision and such Federal, State, and County regulations as may be applicable to the property.
9. During construction, maintenance, or refurbishing of any dwelling, house, or lot, any littering or damage to the private roadways and easements in the subdivision, and any cleanup of them, will be the responsibility of the owner of any lot upon which such work is being done. Trees and golf course areas will be protected during construction.

10. Exteriors of homes will be completed within one year from the date of beginning construction and lots will be planted with grass within a reasonable amount of time.
11. Each lot will have a garage fully capable of housing a minimum of two automobiles. All garages will be attached to the dwelling structure.
12. Installation of fencing or walls upon a lot is prohibited except to the extent such walls or fences are constructed in the manner of decorative landscaping as commonly found in surrounding residential areas or to enclose a swimming pool.
 - a. Fencing used to create pet kennels is prohibited but underground-type pet enclosure fencing is allowed.
13. Driveways will be hard surface concrete. Any area where vehicles are parked will also be of hard surface concrete. No gravel driveways or parking areas are permitted.
14. Each owner of a lot will install a mailbox consistent with the look of other mailboxes in the Subdivision.
15. All exterior lighting, including but not limited to directional lighting, will be located, shaded, and of such intensity so as not to become a visual nuisance to any adjoining or nearby neighbor.
16. No outbuildings or detached enclosed structures, including but not limited to pet houses, of any kind will be permitted within the subdivision.
17. No trucks exceeding three-quarter ton or commercial vehicles, boats, snowmobiles, motorcycles, four-wheelers, campers, house trailers, boat trailers, motor homes or trailers of any kind will be permitted to be parked or stored on any lot for more than 48 hours unless they are stored in a garage.
18. All lot owners will keep each lot mowed, raked, weed free or weed-controlled, and free of debris. Lot owners will be responsible to spray for dandelions and noxious weeds each year and remove any dead or diseased trees, shrubs or plantings in a timely manner. All owners will be responsible for implementing appropriate erosion control measures before, during, and after construction.
19. No building, fence, wall, structures, or other improvement will be commenced, erected or maintained upon any Lot in the Subdivision, nor will any exterior addition, change, alteration or restoration of or to the same be made until the construction plans and specifications showing the nature, kind, shape, size, height, materials and location of the same will have been submitted to and approved in writing by the HOA board or its assigns as to harmony of external design, construction, and location on in relation to existing or proposed surrounding structures and topography. In the event the HOA board fails to approve or disapprove any construction within 60 days after the same has been submitted to it, then such approval will be deemed to have been given with respect to the matters shown on such plans and specifications.
20. No hunting, trapping, shooting of wildlife, or discharging a firearm will be in allowed in the subdivision.
21. Recreational off-road vehicles will be permitted to drive on private streets or lots by licensed drivers.
22. No signs will be posted on any lot, except one sign advertising the property for sale, or signs used by a builder to advertise during construction only. Temporary signs may be posted for special occasions.
23. The burning of materials outside any dwelling house will be strictly prohibited, with exception for barbecue fires and camp fires contained in receptacles designed for that use.
24. Garbage cans, wood piles, and outside related equipment will be located or screened so as to be concealed from view of neighboring streets and properties.
25. Owners of lots contained within the subdivision will allow or permit golfers to retrieve stray golf balls that are hit onto lots in the subdivision. The rights of persons to come upon the property for purposes set

forth in this paragraph will be subject to reasonable limitations based upon the circumstances of each instance.

26. In the event landscaping or a structure is located within an easement shown on the subdivision plat and such landscaping or structure must be removed to gain access the easement, the expense will be paid by the lot owner.
27. Gardening of food products will be done in individual backyards only. Attractive flower gardens and other similar landscaping gardens will not be restricted to any area on the lot, except the area shown subject to easement for golf course purposes.
28. No public commercial activity will be permitted on the premises of any lot.
29. Limitations for Lease of Premises. Single family residential lots may be rented only in their entirety; no fraction or portion may be rented. All leases will be in writing and will be for an initial term of no less than six months, except with the prior written consent of the HOA board. Notice of any lease, together with such additional information as may be required by the board, will be given to the board by the lot owner within ten days of execution of the lease. The lot owner must make available to the lessee current copies of the HOA Bylaws and Covenants. The board may adopt reasonable rules regulating leasing and subleasing.
 - a. Additional Leasing Provision. No lease or similar agreement affecting property within the subdivision will permit the creation of any sublease, temporary guest room, time share arrangement, bed and breakfast, transient rooms for rent, hotel or motel, boarding room or similar commercial business activities or multi-family dwelling units.
30. Easement Agreement. Lot owners will comply with the terms of the easement agreement, recorded in the office of the Buchanan Recorder on October 14, 2003 in File No. 2003ROS388.
31. River Ridge Homeowners Association. There will be formed, a nonprofit corporation known as River Ridge Homeowners Association, Inc. (hereinafter called Association). This Association will be governed by rules and regulations established by the Association and its members.
 - a. Membership. Every owner of a lot in River Ridge Subdivision will be a member of the Association. Membership will be appurtenant to and may be separated from ownership of any lot.
 - b. Voting Rights. All members of the Association will be entitled to vote for each lot owned. When more than one person holds an interest in any lot, all such persons will be members and the vote for such lot will be exercised as they determine, but in no event will more than one vote be cast with respect to any lot. However, where a two-family residence has been approved by and completed, the lot owners will be entitled to cast two votes with respect to such lot.
 - c. Board of Directors. The Association will be governed by a Board of Directors, which will consist of three directors to be elected by the members of the Association. The initial Board will have one director serving a three-year term, one director serving a two-year term, and one director serving a one-year term. Each year, a new director will be elected so as to maintain a total membership on the Board of Directors of three. The election of the directors and conduct of all of the affairs of the association will be in accordance with the Articles of Incorporation and Bylaws of the Association, insofar as such do not conflict with the provisions of this declaration. In the case of such conflict, the provisions of this instrument will control.
 - d. Obligation for Regular and Special Assessments. Each owner of a lot, by acceptance of a deed, contract for deed, or other form of conveyance therefor, whether or not it will be so expressed in any such deed, contract or other conveyance, will be deemed to covenant and agree to pay the Association annual assessments and additional special assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection as hereinafter provided, will be a charge on the land and will be a continuing lien upon the property against which each assessment is made. Each such

assessment, together with interest thereon and costs of collection thereof as hereinafter provided, will be the personal obligation of the person who was the owner of such property at the time the assessment fell due.

- e. Purpose of Assessments. The annual and special assessments will be used for the purpose of constructing, operating, maintaining and improving the water system, streets, drainage and common areas located within the subdivision. Assessments may also be used to pay for improvements and expenses necessary to comply with Federal, State, and County regulations affecting the subdivision. No other use of such assessments may be permitted except as specifically provided herein.
 - f. Basis and Collection of Assessment. The Association is empowered to make and collect during each year from each owner of a lot, an assessment in a sum sufficient for the normal operation, repair, maintenance and improvement of the water system, street lighting, water drainage, streets and common areas along with a reasonable balance for the purpose of anticipated and unanticipated repairs which must be made before a special assessment can be made and collected. In the event the sums derived from the annual assessments are inadequate to pay the expenses of construction, operation, maintenance, repair or improvement of the water system and streets and common areas, the Association may levy and collect additional special assessments for such purposes from time to time as determined by the members of the Association.
 - g. Authority of Association. The Association will be authorized to take such action as it deems necessary for the orderly development, maintenance, regulation, operation and general benefit of lot owners within the subdivision.
32. Water System. The Association will have the following rights and duties with regard to the water system:
- a. Construction, Maintenance and Repair. The Association will, maintain, operate, repair, approve and regulate the use of the water system. In connection with such construction, maintenance, operation, repair, improvement, and regulation of the water system, the Association will comply with all requirements and duties imposed by state and federal law and all standards and regulations adopted pursuant thereto, as may exist from time to time.
 - b. Supply Connection to all Lot Owners. The Association will provide to all lot owners in the above-described property the right and advantage of connection with such water system, subject, however, to the conditions hereinafter provided and subject to such reasonable rules and regulations as may be prescribed by the Association, such rules and regulations to be uniform in application to all owners of lots of the same classification.
 - c. Duty to Maintain, Repair and Improve. If the water system will at any time require maintenance, repair, improvement, or replacement, it will be the duty of the Association to cause the same to be done, and the Association will have the power to contract for the same and to determine the terms of the contract. The Association will pay for the costs thereof from the annual and special assessments made hereunder.
 - d. No Warranties. Developer expressly states that it does not warrant the construction or quality or performance of any system or structure created for the use this subdivision, but will provide engineering specifications for the installed water system.
 - e. Assignment of Interest Prohibited. No lot owner may assign or transfer his interest or any part thereof in the water system or other common facilities to anyone other than a bona fide purchaser of all of one of the lots within River Ridge Subdivision.
 - f. Exclusive Right. The Association will have the exclusive right to provide water to the owners of property described above, and none of the lots in said area will have the right to drill a well or provide their own water service.

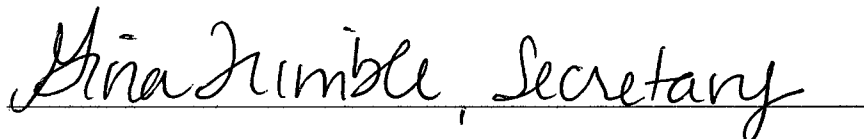
- g. Adoption of Rules. The Association will be authorized to adopt rules and regulations for the provision of water and other related services provided to lot owners.
 - h. Type. All geothermal or similar systems installed must be a continuous loop water systems and will not be “pump and dump” systems. All water systems will be subject to prior approval by the HOA board or its assigns.
33. Common Areas. The Association will further have the responsibility and obligation to provide for street construction, maintenance, and repair, including snow removal for streets of the subdivision plat. The Association will have authority to provide assessments for the costs of such construction, maintenance, and repair as provided by the Bylaws and Articles of the corporation which may not be inconsistent with the terms for assessment of obligations previously set forth herein.

The Association will further be responsible for maintenance and regulation of all other common areas and the construction and repair of improvements located upon the common areas as shown on the subdivision plat. The Board of Directors will have the power to provide for improvements, make and enforce rules regarding access to and use of all common areas, enter into contracts for maintenance and improvements of the common areas, grant easements across common areas for utility service, purchase insurance, and take all other action deemed necessary and appropriate by the Association.

34. Severability. Invalidation of any one of these covenants or restrictions or any sentence, phrase or word thereof by judgment or order of court will in no wise affect other provisions which will remain in full force and effect.
35. Duration - Amendment. The covenants and restrictions set forth herein will run with and bind the land, and will inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this declaration, for a term of 10 years from the date this declaration is recorded, after which time said covenants and restrictions will automatically be extended for successive periods of 10 years.

The covenants and restrictions herein may be amended by three-fourths of the lot owners of the subdivision upon recording an instrument duly signed by owners representing three-fourths of the lots in the subdivision specifying the amendments to be made; provided that no amendment to this declaration may be made which is contrary to state, federal, or local law.

These Amended Covenants to River Ridge Subdivision were presented at a Special Meeting on June 25, 2023 and received the required approval of 75% of the members in good standing as described in the By-Laws of the River Ridge Homeowners Association.

A handwritten signature in cursive script that reads "Tina Humble, Secretary". The signature is written in black ink and is positioned above a horizontal line.

Secretary of River Ridge Homeowners Association

FIRST AMENDMENT TO RESTRICTIVE COVENANTS FOR RIVER RIDGE SUBDIVISION

That for the mutual benefit of Sanboeuf Development, LLC, a duly organized limited liability company (hereinafter referred to as "Developer) as the present owner of all of the lots in "River Ridge" subdivision in Buchanan County, Iowa, and of future owners of any of said lots, the undersigned "Developer," does hereby declare and bind themselves, their heirs, transferees, guarantees, executors, legal representatives and assigns to ownership of all of the lots in River Ridge Subdivision, which is more particularly described as shown on Exhibit "A" a copy of which is attached hereto, to the following protective covenants, which are to be in addition to and supplemental to the Restrictive Covenants previously recorded in the office of the Buchanan County Recorder on April 5, 2004 in file number 2004ROI191 and that the covenants will run with the land and will be binding upon all owners thereof so long as said covenants remain in force and effect, to-wit;

1. That the River Ridge Homeowners Association will establish charges to be assessed and collected from the owners of each residential structure served by the Water System referred to in the initial Restrictive Covenants, in an amount sufficient to pay for all cost of maintenance and operation of the water system. The charges be in an amount of not less than \$150.00 annually and will further be sufficient to provide for accrual of funds for the purpose of future maintenance, repair or replacement of the water system.

Dated this 7th day of _____ 2004.

SANBOEUF DEVELOPMENT, LLC

BY: 
Louis Sanboeuf

STATE OF IOWA, COUNTY OF BUCHANAN, SS:

On this 7th day of April, 2004, before me, a Notary Public in and for the said State, personally appeared Louis Sanboeuf to me personally known, who being by me duly sworn did say that that person is a resident of said limited liability company, that (the seal affixed)(no seal has been procured by the said) limited liability company and that said instrument was signed :(and-sealed)-on behalf of the said limited liability company by authority of its managers and the said Louis Sanboeuf acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



Notary Public in and for said State.

Exhibit "A"

