

12-16-25 9a #2

252nd OVERLOOK COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions, and Restrictions is made this _____ day of _____, 2026, by Skinner Holdings, LLC (the “**Developer**”), the Subdivider and Owner, are hereby imposed upon all of the lots in the property platted as 252nd Overlook, a minor subdivision in Woodbury County, Iowa (the “**Subdivision**”). These covenants, conditions, and restrictions shall run with the title, and they shall be binding upon and inure to the benefit of subsequent parties acquiring any right, title, or interest in any land in the Subdivision and their heirs, successors, and assigns:

1. General Residence Restrictions: No more than three (3) additional single-family residential dwelling units shall be built in the Subdivision. Each single-family residential dwelling shall not exceed two stories in height with a private attached garage for five (5) motor vehicles. Modular, prefabricated, or manufactured homes shall not be allowed unless the written prior consent of all owners of lots in the Subdivision is first received. Only above-ground dwellings with basements and permanent foundations shall be built. This restriction prohibits, without limitation, the building of earth-shelter houses or dwellings, houses surrounded by berms, and underground houses.
2. Easements: Easements for utility installations and maintenance are reserved in accordance with applicable regulations of Woodbury County, Iowa.
3. Exterior Wiring: All exterior wiring, including but not limited to electrical, telephone, and cable, shall be underground.
4. Weeds and Debris: Each owner shall keep his or her lot free from weeds and debris, whether such lot is improved or unimproved. All unimproved or improved lots shall be planted in grass or alfalfa, except for family gardens for personal use.
5. Mailboxes: All mailboxes shall conform to the requirements and specifications of the United States Postal Service.
6. Duty to Rebuild: If all or any portion of a residence is damaged or destroyed by fire or other casualty, the owner shall, with all due diligence, rebuild, repair, or reconstruct such residence in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty. The construction shall be undertaken within three months after the damage occurs and shall be completed within twenty-four (24) months after the damage occurs. If such reconstruction is prevented by causes beyond the control of the owner, the Developer may extend such deadlines.
7. Completion of Construction: Construction on any dwelling shall be completed within sixteen (16) months after construction is commenced.
8. Amendments These covenants, conditions, and restrictions may be amended by a written instrument providing for such amendment which has been executed by 3/4 of the owners of

the lots in the Subdivision. Such instrument of amendment shall be filed for record and shall thereafter be binding on all owners and all subsequent owners.

9. Violation: If any person shall violate or attempt to violate any of the covenants, conditions, or restrictions herein, the owner of any lot in the Subdivision may initiate any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, condition or restriction, either to prevent such person or persons from so doing or to recover damages or other compensation for such violation.
10. Invalidation: Invalidation of any one of these covenants, conditions, and restrictions by statute, regulation, judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect

EXECUTED at Woodbury County, Iowa this ____ day of _____, 2026.

SKINNER HOLDINGS, LLC

Douglas Skinner, Manager

STATE OF IOWA)
) ss:
COUNTY OF WOODBURY)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Douglas Skinner, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as their voluntary act and deed.

Notary Public