

Restrictive Covenants

MIU North Campus Ridge Homeowners Association

The following covenants, conditions, reservations, easements, servitudes, and rights (the “Covenants”) are made as of the date signed below, and shall bind and inure to the benefit of the Unit owners of the MIU North Campus Ridge Homeowners Association located in the MIU North Campus Ridge Subdivision on the campus of Maharishi International University (MIU) in the City of Fairfield, Jefferson County, Iowa (the “Subdivision” or the “Property”).

1. Legal Description

The legal description of the Subdivision is contained in the Bylaws.

2. Definitions

The definitions contained in the Bylaws apply to words used in these Restrictive Covenants.

3. Terminology

The terms “Lot” or “Unit” are used interchangeably.

4. Compliance with Law

All development, construction, and use restrictions in the Subdivision shall comply with all applicable laws, regulations, and ordinances, which shall be the minimum restrictions on development, construction, and use in the Subdivision.

5. Common Area

The Association shall own, manage, maintain, operate, carry insurance on, and control all areas designated on the Subdivision’s plats as outlots, roads, walkways, or common areas (collectively, the “Common Area”) and all improvements thereon, including landscaping, ponds, equipment, and other property of the Association used in connection with the Common Area.

6. Resale Price Restriction on Secondary Sales

6.1. Minimum Ownership Period

Owners cannot sell or transfer their property within one year of purchase from the developer at a price higher than what they originally paid, unless the Board of Directors

grants an exception. Exceptions may be considered for significant property improvements or other valid reasons and must be requested in writing. The Board has full discretion to approve or deny these requests.

6.2 Penalty

If a property is sold within one year at a price higher than the original purchase price without an approved exception, the HOA will impose a penalty equal to the difference in sale prices. This penalty must be paid to the HOA at closing. The HOA may also place a lien on the property for any unpaid penalties, which will remain until fully settled

7. Design Review Committee

The Design Review Committee (DRC) has been established to oversee, review, and approve all architectural designs, plans, and specifications for construction of improvements or changes to improvements on any Unit or Common Area. The Design Review Committee shall initially consist of the Developer's appointee. The Developer's appointee shall remain the sole member of the Design Review Committee until all of the Units in the Subdivision and subsequent adjacent additions have been sold to homeowners. When said Units have been sold, and the Developer resigns as a member of the Design Review Committee, the Association's Board of Directors shall appoint members to serve on the Design Review Committee and shall have the right to increase the number of committee members.

8. Restrictions on Use

The Subdivision and each Unit thereof shall be subject to the following restrictions on use:

8.1. Utility Connections

All electric, telephone, and cable television service connections, and all other lines, wires, pipes, and other utility connections within the Subdivision, shall be constructed underground.

8.2. Garbage Cans, Clotheslines and Enclosures

All clotheslines, garbage cans, and storage piles shall be walled in to conceal them from being seen from neighboring Units, roads, and streets. Plans for all enclosures of this nature must be approved by the Design Review Committee. Garbage cans set out for collection must not remain on the street for more than 24 hours.

8.3. Antennae and Satellite Dishes

No exposed or exterior radio or television transmission or receiving antennas or satellite dishes (except, with respect to satellite dishes not exceeding one meter in diameter, to the extent pre-empted by contrary rules of the Federal Communications Commission) shall be erected, placed, or maintained on any part of any Unit unless concealed so as not to be seen from neighboring Units, roads, and streets.

8.4. Rubbish and Cleanliness

No Unit shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Unit to appear in an unclean or untidy condition when viewed from neighboring roads, Units, and streets; nor shall any substance, thing, or material be kept upon any Unit that will emit foul or obnoxious odors, or that will cause any noise, or that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Property.

8.5. Signs

No billboards or advertising signs, or political signs of any character shall be erected, placed, permitted, or maintained on any Unit or improvement thereon, except as herein

expressly permitted. A name and address sign, the design of which shall be first approved by the Design Review Committee, shall be permitted. In addition, "for sale" signs or temporary signs designating the contractor, architect, and/or owner of a home under construction, and other signs shall be permitted with the prior written approval of the Design Review Committee.

8.6. Smoking and Offensive Activities

Smoking or use of tobacco or alcohol anywhere within or on the Common Area, and any offensive activity which in the reasonable determination of the Association tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units, is prohibited.

8.7. Dumping

Dumping of grass clippings, leaves, or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances, in any drainage ditch, stream, pond, lake, or elsewhere within the Property or Common Area, is prohibited; except that fertilizers may be applied to landscaping on Units, provided care is taken to minimize run-off.

8.8. Firearms and Hunting

The discharge of firearms for any purposes — including target practice — and the hunting, trapping, fishing, capturing, or killing of wildlife, fish, or fowl within the Property is prohibited.

8.9. Any activity that, in the reasonable judgment of the Association, is being undertaken with the intent or effect of compromising, interfering with, or undermining the peace, harmony, and enjoyment of the Property by the Members shall be prohibited after notice by the Association.

8.10. Business Activities

No Unit shall be used for regularly conducted business activities on the Property that shall substantially increase the traffic on any road used by such Unit for ingress and egress.

8.11. Agricultural Activities

No Unit shall be used for agricultural purposes except for small kitchen gardens. The keeping of horses, farm animals, or any animals considered inherently dangerous is prohibited on any Lot.

8.12. Pet Restrictions

8.12.1 General Pet Rules

Household pets are limited to two per Unit, provided they are kept indoors and remain quiet. Cats may roam unless they become a nuisance, in which case the owner must keep them indoors or permanently remove them from the Unit and HOA-governed property. Residents may keep up to two dogs, provided each dog does not exceed 25 pounds and is not of a breed or mixed breed considered dangerous, including but not limited to Pit Bull, Rottweiler, German Shepherd, Doberman Pinscher, Mastiff, and Chow Chow. Other permissible pets include domesticated rabbits, gerbils, guinea pigs, hamsters, and caged birds.

8.12.2 Grandfathering Non-Conforming Pets

The Board of Directors may "grandfather" certain indoor pets that would otherwise not be allowed, permitting new owners to bring a pet they already own. This

exception is on a case-by-case basis, ensuring that the pet has been trained to stay indoors and does not present a danger or aggression toward neighbors. However, once such a non-conforming pet passes away, it cannot be replaced with another non-conforming pet.

8.12.3 Dog Behavior and Control

Dogs must be on a leash when walked and must not be kept if they habitually disturb the peace and quiet of the Subdivision. If a dog is found to be a habitual disturbance, the Board has the authority to require the owner to remove the dog from the Unit. Additionally, the Board may impose fines if the owner fails to comply with this requirement.

8.13. Exterior Tubs, Spas, and Pools

Exterior tubs, spas, and pools shall not be permitted unless approved in writing by the Design Review Committee prior to installation.

8.14. Alternative Energy Equipment and Generators

All equipment used for alternative energy collection or generation (e.g., wind, solar, etc.) shall be installed, placed, and used only with the prior written permission of the Design Review Committee.

8.15. Outdoor Lighting

In general, exterior lighting shall be designed and constructed in such a manner as to prevent pollution of the night sky to the extent practicable. In this regard, all exterior lighting, such as porch or yard lights, shall be subtle and reflected downward. High-output lights are not permitted. Driveway, entrance, and landscape lighting shall not be left on all night but shall be turned off when not in use.

8.16. Exterior Maintenance

The structures and grounds of each Unit shall at all times be maintained in a neat and attractive manner.

9. Procedures for Approval of Construction Plans

9.1 Approval Process

No structure shall be erected on any Unit without complying with the approved plans from the Design Review Committee and the requirements herein. All improvements, including residences, fences, walls, or other structures, and their proposed location, design, and orientation, must conform to Maharishi Vedic Architecture as administered by the Maharishi Sthapatya Veda Organization. The applicant is responsible for the costs associated with obtaining approval from the Maharishi Sthapatya Veda Organization. Additionally, all improvements require approval from the Design Review Committee.

9.2 Submission Requirements

Before beginning any construction, remodeling, or alteration on a Lot or the Common Area, the owner must submit a complete set of plans to the Design Review Committee. These plans should include the location, placement, design, and specifications of the proposed work, along with a plat map showing its details. The Design Review Committee may require topographical information as necessary. No structure or modification shall proceed without the Committee's approval and, where required, the approval of the Maharishi Sthapatya Veda Organization.

9.3 Approval Evidence and Changes

Approval of plans by the Design Review Committee will be evidenced by a written endorsement on the plans, with copies provided to the owner or leaseholder before construction begins and retained in the Association's files. No changes or deviations from the approved plans are permitted without prior written consent from the Design Review Committee. Additionally, any owner wishing to change the color, materials, or make architectural modifications to the roof or siding must obtain written consent from the other owners in the building and the Design Review Committee. This consent must be documented and retained by the HOA secretary. Without this approval, no significant changes are permitted. This covenant is legally binding and outlined in the Declarations, reiterated here for emphasis. Neither the Design Review Committee nor the Association shall be responsible for any structural defects in the approved plans or the resulting construction.

10. No Warranty of Safety or Compliance

The Design Review Committee's approval of any building plans, specifications, site or landscape plans or elevations, or any other appraisals or consents given by the Design Review Committee or the Association shall not be deemed as a warranty, representation, or covenant that any such buildings, improvements, landscaping, or other action taken pursuant thereto or in reliance thereon is in compliance with any or all safety standards or applicable laws, rules, requirements, or regulations, including those of Maharishi Sthapatya Veda design. The sole responsibility for all of the same being upon the respective applicant submitting the plans to the Design Review Committee; and the Design Review Committee and the Association are expressly released and relieved of any and all liability in connection therewith.

11. Completion of Construction Projects

Every construction project shall be completed within eighteen (18) months from the start thereof; provided that the Association may extend such time when, in its sole discretion, conditions warrant such extension. No temporary house, dwelling, garage, outbuilding, or other temporary structure shall be placed or erected upon any Unit unless it is first approved in writing by the Design Review Committee.

12. Commercial Buildings and Vehicles

There shall be no commercial buildings placed on, or converted from any of the Units. No commercial vehicles, construction, or like equipment, or stationary trailers of any kind shall be permitted on any Unit or Common Area of the Subdivision unless first approved by the Design Review Committee or kept in a garage.

13. Damage and Destruction of Improvements

In the event that any improvement on a Unit becomes damaged or destroyed by fire or other casualty, such damaged or destroyed improvement(s) shall promptly be either reconstructed or removed from the Property, in order to maintain the appearance of the Subdivision. Any insurance proceeds shall first be used for one of such purposes.

14. Subdivision of Units

No Unit shall be re-subdivided, except as approved by the Design Review Committee.

15. Participation in MIU Programs and Rental Restrictions

15.1 Occupancy and Program Participation:

All occupants of a Lot, including owners who live on the property, must actively participate in an MIU program, including but not limited to the Super Radiance Program, the Transcendental Meditation Program, or be faculty, alumni, or a student of MIU, and be in good standing with MIU. Immediate family members may also occupy the Lot without this restriction if they live with a participant. MIU reserves the right to take legal action to anyone from the property if they violate this requirement and the owner must cover any related costs. Unpaid costs may result in a lien on the property. All leases must include this condition.

15.2 Rental Terms and Compliance:

Owners may rent their Unit for a minimum of 30 days, with the condition that all occupants comply with MIU program participation and other restrictions. If an occupant stops participating in an MIU program or violates any conditions, the owner must terminate the rental agreement and remove the occupant if MIU or the Association requires it. The 30-day rental minimum may be waived for short-term MIU course participation or MIU events. If the owner fails to enforce these rules, MIU and the Association can take legal action to remove the occupant, and the owner must cover any related costs. Unpaid costs may result in a lien on the property.

15.3 Mortgagee Rights and Foreclosure

15.3.1 Foreclosure Judgment and Right of First Refusal:

If a Mortgagee (the holder of a first mortgage) forecloses on a Unit or takes ownership of the Unit through a deed in lieu of foreclosure, the Mortgagee must first offer MIU or its designated representative the opportunity to purchase the Unit before selling or leasing it free of the occupancy restrictions set forth in this Declaration.

1. Offer to MIU: Upon obtaining a foreclosure judgment or taking title by deed in lieu of foreclosure, the Mortgagee shall provide written notice to MIU, offering to sell the Unit at a cash price equal to the foreclosure judgment amount or the amount agreed upon in the deed in lieu of foreclosure. This notice must include the essential terms of the sale and give MIU a minimum of fifteen (15) days to exercise its right to purchase the Unit on the same terms.
2. MIU's Response: If MIU or its designee chooses to exercise its right to purchase the Unit, it must deliver written notice of acceptance to the Mortgagee within the fifteen (15) day period. If MIU does not respond within this period, the right of first refusal shall lapse for this transaction, allowing the Mortgagee to proceed with the sale to a third party, free of the occupancy restrictions.

15.3.2 Sale to a Third Party:

If MIU or its designee declines to exercise the right of first refusal or does not respond within the specified time, the Mortgagee may sell the

Unit to a third party, free and clear of the occupancy restrictions, provided that:

1. Good Faith Negotiation: Prior to finalizing the sale, the Mortgagee must make a good faith effort to negotiate the sale of the Unit with MIU or the Association under terms and conditions that are mutually agreeable. The Mortgagee must document these negotiations to demonstrate that a reasonable effort was made to sell the Unit to MIU or the Association.
2. Right of First Refusal on Third-Party Offers: If the Mortgagee receives a bona fide offer from a third party, it must again notify MIU in writing, providing the identity of the offeror and the essential terms of the offer (the "Third-Party Offer"). MIU shall have an additional fifteen (15) days to match the terms of the Third-Party Offer and purchase the Unit. If MIU does not exercise this right within the additional period, the Mortgagee may proceed with the sale to the third party.
3. Reversion of Occupancy Restrictions: If MIU or the Association ultimately acquires the Unit, whether through the right of first refusal or subsequent negotiation, the occupancy restrictions shall remain in effect for the Unit.

15.3.3 Release from Occupancy Restrictions:

In the event that MIU or the Association does not exercise its right of first refusal and the Mortgagee sells the Unit to a third party following foreclosure or deed in lieu of foreclosure, the Unit shall be released from the occupancy restrictions. However, if the Mortgagee fails to provide MIU with the required notices and opportunities to purchase the Unit, the occupancy restrictions shall continue to apply, and any sale or lease to a third party shall be subject to those restrictions.

15.4 Amendment Restriction

The provisions in Paragraph 15 (and its subparagraphs) are copied from the Declaration. The Declaration goes with the land, which is permanent and cannot be changed by the HOA. Any amendment to this Covenant must first amend the Declaration.

16. Adoption and Modification of Additional Covenants

In addition to the Covenants contained herein, the Association shall have the right to adopt and file reasonable additional covenants as determined by the Association, and to modify the Covenants set forth herein in any manner whatsoever; provided that the additional or modified Covenants are approved by not less than three-quarters of the votes entitled to be cast at a meeting of the members of the Association where at least fifty percent of the owners are present.

17. Duration and Renewal of Covenants

All of these Covenants shall continue and remain in full force and effect at all times as against the owner or person in possession of each Unit in the Subdivision, regardless of how he, she, or it acquired title or right to possession, for a period of twenty-one (21)

years from the date of recording of the Covenants in the office of the Jefferson County Recorder. Prior to the expiration of such twenty-one (21)-year period, the Covenants may be renewed by resolution of the Board of Directors of the Association, which shall promptly notify each Unit owner or leaseholder in the Subdivision of the intention of the Association to renew these Covenants. In such case, the Association shall cause a timely filing to be made to preserve these Covenants in full force and effect in accordance with the requirements of Section 614.24 of the Iowa Code or its successor statute. For the purpose of giving effect to the provisions of this Article 18 regarding the renewal of the Covenants, every Unit owner and every person in possession of a Unit of the Subdivision from the date hereof until the date that is twenty-one (21) years after the filing of these Covenants with the Jefferson County Recorder shall be deemed to have appointed the Association as his agent and attorney-in-fact for such purpose and shall execute all necessary documents and shall suffer and permit all necessary acts to be done to preserve and renew these Covenants.

18. Enforcement of Covenants and Recovery of Costs

18.1 Right to Enforce

The Association, or any Member or group of Members within the Subdivision, has the right to take legal or equitable action to ensure compliance with these Covenants or to prevent any violations. Failure to enforce a Covenant immediately does not waive the right to enforce it later.

18.1 Attorney Fees and Costs

If legal counsel is hired to enforce any Covenant due to a breach, the Member whose Unit is found in violation must cover all enforcement costs, including reasonable attorney fees. If these costs remain unpaid, they may be collected as a lien against the Unit

18.1 Mortgage Protection

A breach of any Covenant does not invalidate the lien of any mortgage or deed of trust made in good faith for value on any Unit. However, the Covenants remain binding and effective against any mortgagee, trustee, or subsequent owner, even if title is acquired through foreclosure, trustee's sale, or other means.

18.1 No Waiver or Liability for Non-Enforcement

Delay or failure by the Association, any Member, or Members to exercise their rights in response to a Covenant breach does not constitute a waiver or approval of the breach. No legal action can be brought against the Association, the Board, or any committee for not enforcing a Covenant or for imposing any unenforceable restrictions.

19. Severability

In the event any one or more of the Covenants shall be declared for any reason by a court of competent jurisdiction to be unenforceable, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the Covenants not so declared to be unenforceable, but all of the remaining Covenants not so expressly held to be unenforceable shall continue unimpaired and in full force and effect.

20. Binding Effect

All of the Covenants shall be binding upon the successive owners of each Unit in the Subdivision, and other Members of the Association. The undersigned, by signing this

document, accept the Covenants set forth herein and agree for themselves, their heirs, administrators, successors, and assigns to be bound by each of the Covenants jointly, separately, and severally.

IN WITNESS WHEREOF, the undersigned has executed these Covenants on this ____ day of September, 2024.

Vastu Partners LLC, Developer
By:

Martin Brett
Managing Member

MIU North Campus Ridge Homeowners Association, Inc.
By:

Martin Brett
President

STATE OF IOWA

COUNTY OF JEFFERSON

On this ____ day of September, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Martin Brett, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged to me that he executed the same in his capacity as Managing Member of Vastu Partners LLC, Developer, and President of MIU North Campus Ridge Homeowners Association, Inc., and that by his signature on the instrument, he acted on behalf of both entities.

Witness my hand and official seal.

Notary Public
My commission expires: _____