

**AMENDED AND RESTATED RESTRICTIVE COVENANTS,  
AFFECTING PHASES 1, 2, 3, 4  
M.U.M. NORTH CAMPUS VILLAGE SUBDIVISION**

WHEREAS, certain covenants, conditions, reservations, easements, servitudes and rights were executed and filed as of the 31<sup>st</sup> day of October, 2002 in the offices of the Jefferson County Recorder in Book 225, Page 317 (the "Original Covenants");

WHEREAS, section 2.1 of the Original Covenants contemplated that future subdivisions adjacent to the M.U.M. NORTH CAMPUS VILLAGE Subdivision within the Northfield Addition to the City of Fairfield may be platted;

WHEREAS, said section 2.1 contemplated that, in such case, and if consented to by MUM, the Association may amend the Original Covenants to cause the area subject to these Covenants and subject to the supervision and control of the Association to embrace such additional subdivisions;

WHEREAS, said section 2.1 provided that, upon such amendment, the Association shall make an equitable adjustment of representation in the affairs of the Association as between the Lot owners and the owners of any newly added lots, and shall extend the powers and duties of the Association to the new subdivisions;

WHEREAS, said section 2.1 provided that, all successor owners of Lots in the Subdivision thereby consented to the addition of future adjacent subdivisions to the area subject to these Covenants, provided such subdivisions lay within the Northfield Addition to the City of Fairfield;

WHEREAS, on July 23, 2007, the City Council of the City of Fairfield, Iowa, approved Resolution No. 2257 approving the plat of M.U.M. North Campus Village Subdivision Phase 4, more particularly described as follows:

A part of Northfield Addition to the City of Fairfield in the Northwest Quarter of Section 24, Township 72 North, Range 10 West of the 5th Principal Meridian in the City of Fairfield, Jefferson County, Iowa more particularly described as follows: Commencing at the northeast corner of said northwest quarter; thence South 89 degrees 14 minutes 51 seconds West, a distance of 566.53 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 370.81 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 25.00 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 132.95 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 294.50 feet to the POINT OF BEGINNING; thence South 90 degrees 00 minutes 00 seconds West, a distance of 393.00 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 461.00 feet; thence South 03 degrees 54 minutes 29 seconds West, a distance of 338.94 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 359.04 feet; thence North 45 degrees 19 minutes 06 seconds East, a distance of 367.92 feet; thence North 00 degrees 00 minutes 00 seconds West, a

distance of 439.48 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 154.50 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 460.00 feet to the POINT OF BEGINNING; said described tract containing 7.48 Acres, more or less.

WHEREAS, MAHARISHI UNIVERSITY OF MANAGEMENT (“MUM”), owner of said Phase 4, has consented to the inclusion of such Phase 4 subdivision into the regime of the Original Covenants.

NOW, THEREFORE, MUM and NORTH CAMPUS VILLAGE HOMEOWNERS ASSOCIATION, INC. (the “Association”) hereby amend and restate the Original Covenants, as amended, as set forth below. This restatement and amendment continues the Original Covenants and amendments thereto and supersedes them to the extent this amendment and restatement is inconsistent with the Original Covenants and earlier amendments thereto.

The following covenants, conditions, reservations, easements, servitudes and rights (the “Covenants”) are made as of this \_\_\_ day of September, 2007, and shall bind and inure to the benefit of the lot owners of the M.U.M. North Campus Village Subdivision (the “Subdivision”) and the M.U.M. North Campus Village Subdivision Phases 1-4 (the “Subdivision Phase”) (collectively, the “Subdivisions”), located on the campus of Maharishi University of Management (MUM) in the City of Fairfield, Jefferson County, Iowa (the “Subdivisions” or the “Property”). The property affected by these Restrictive Covenants, the Original Covenants and all amendments thereto, are Phases 1, 2, 3, and 4 of M.U.M. North Campus Village Subdivision.

The legal description of the Subdivision Phase 4 is:

A part of Northfield Addition to the City of Fairfield in the Northwest Quarter of Section 24, Township 72 North, Range 10 West of the 5th Principal Meridian in the City of Fairfield, Jefferson County, Iowa more particularly described as follows: Commencing at the northeast corner of said northwest quarter; thence South 89 degrees 14 minutes 51 seconds West, a distance of 566.53 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 370.81 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 25.00 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 132.95 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 294.50 feet to the POINT OF BEGINNING; thence South 90 degrees 00 minutes 00 seconds West, a distance of 393.00 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 461.00 feet; thence South 03 degrees 54 minutes 29 seconds West, a distance of 338.94 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 359.04 feet; thence North 45 degrees 19 minutes 06 seconds East, a distance of 367.92 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 439.48 feet; thence South 90 degrees 00 minutes 00 seconds East, a distance of 154.50 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 460.00 feet to the POINT OF BEGINNING; said described tract containing 7.48 Acres, more or less.

1. Compliance with Law. All development and construction in the Subdivisions shall comply with all applicable laws, regulations, and ordinances, which shall be the minimum restrictions on development and construction in the Subdivisions. Any of the following Covenants that place a greater restriction on the development, construction, or use of the Property shall be given full effect and precedence over such minimum restrictions.

2. Homeowners Association. “Lot Owners”, “Lot Leaseholders”, and “Condominium Unit Owners”, as defined by the bylaws (“Bylaws”) of the MUM North Campus Village Homeowners Association, Inc. (the “Association”) and collectively known as “Members”, shall be entitled to membership in the Association in accordance with, and as further defined and restricted by the Bylaws. Each Member shall have one vote. If a Lot is, in future, subdivided into additional Lots, or a Condominium Unit is divided into additional units, each additional Lot or Condominium Unit shall be allotted one (1) additional vote. Nothing set forth in this Section 2 shall be deemed as a consent to any such further subdivision of the Subdivisions. The Association shall be governed in accordance with its Articles of Incorporation, Bylaws, and resolutions of the Board of Directors and Members.

2.1 Later Additions to the Subdivisions. Future subdivisions adjacent to the Subdivisions, or either subdivision, within the Northfield Addition to the City of Fairfield may be platted, and in such case, and if consented to by MUM, the Association shall amend this instrument to cause the area subject to these Covenants and subject to the supervision and control of the Association to embrace such additional subdivisions. Upon such amendment, the Association shall make an equitable adjustment of representation in the affairs of the Association as between the Lot owners and the owners of any newly added Lots, and shall extend the powers and duties of the Association to the new subdivisions. All successor owners of Lots in the Subdivisions hereby consent to (a) the addition of future adjacent subdivisions to the area subject to these Covenants, provided such subdivisions lie within the Northfield Addition to the City of Fairfield, and (b) the dilution of their respective voting interests in the proceedings of the Association, provided such dilution accords one vote in the proceedings of the Association to each Lot of the Subdivisions.

3. Board of Directors. The Association shall establish a Board of Directors (“Board”), whose members shall have the qualifications set forth in the Bylaws. The Board shall perform the functions specified in these Covenants and in the Bylaws and shall also perform such other functions as shall be specified in such resolutions of the Board and members as may from time to time be adopted.

4. 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 Lot or Common Area. The Design Review Committee shall initially consist of Martin Brett and Nancy Walker, representing Vastu Design & Construction, Inc., and David Todt, representing Maharishi University of Management (“MUM”) (collectively referred to hereafter as the “Developers”). The Developers shall remain the sole members of the Design Review Committee until all of the Lots in the Subdivisions, and subsequent adjacent additions, have been sold to homeowners. When said Lots have been sold and the Developers resign as members 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. In any case,

the selection of not less than one member of the Design Review Committee shall at all times be subject to MUM's consent.

5. Common Area. The Association shall own, manage, maintain, operate, carry insurance on and control all areas designated on the Subdivisions' 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.

5.1 The Association is specifically authorized, but not obligated, to obtain or employ such contractors, employees, professionals and others as it deems necessary to assist in exercising its authority under these Covenants. In performing its duties, the Association may purchase and dispose of real or personal property, encumber portions of the Common Area, and dedicate portions of the Common Area to any government use. The Association may also encumber residential Lots within the Subdivisions by creating easements for utilities and for ingress and egress, or as reasonably necessary to further the development of the Property.

5.2 Members and their guests, licensees and invitees, but not members of the public generally, shall have a right and easement of use and enjoyment in and to the Common Area for recreational purposes, all in accordance with reasonable restrictions and regulations imposed by the Bylaws and resolutions of the Association.

5.3 The roads, streets and alleyways and all easements for ingress and egress over the Common Area shall remain private for the use and benefit of the Members and their guests, licensees and invitees, unless subsequently dedicated to public with the consent of the Association. Gates may be installed, maintained, and controlled by the Association at the Subdivisions' entrances and may be closed at reasonable times by the Association.

5.4 Subject to any restrictions set forth herein or in the Bylaws of the Association, the Association shall have the power to levy assessments on Members to cover all expenses of the Association with respect to the Common Area, or with respect to the creation of permissible easements as to Lots, which assessments shall be borne ratably by the Members, except as may otherwise be provided in these Covenants or the Bylaws; provided, however, that assessments shall not be made for any of the "Initial Improvements" to be made to the Common Area that are necessary for the sale of residential Lots. The term "Initial Improvements" means only those improvements to the Common Area that consist of the creation of roads through the Property to provide access to individual Lots from public rights of way, and such improvements as are necessary to bring electric power to within thirty (30) feet of the perimeter of any Lot. However, assessments shall include any expenditures or improvements that are undertaken to repair or replace the Initial Improvements or to cover operating expenses of the Association, including expenses incurred to enforce these Covenants. All assessments, together with interest at the rate of one percent (1%) per month, or such other rate as the Association may establish subject to the limitations of Iowa law, plus costs and reasonable attorney fees in connection with any effort to collect assessments, shall be a personal obligation of the owners or leaseholders of all Lots and, until paid, shall be a continuing lien upon each Lot against which the assessment is made. Such liens shall be superior to all other liens except for any tax lien, easement, or other levy that by law would be superior, and except for the lien of any first mortgage of record given for value on the Property and/or a Lot. Such liens, when delinquent, may be enforced by suit, judgment and foreclosure in the same manner as mortgages or liens are foreclosed under Iowa law.

5.5 The Association shall, after providing ten days' prior written notice and opportunity to cure to a Member, have the right to maintain any Lot and remove any abandoned or dilapidated improvement on any Lot, all at the cost of the Member, and to levy an individual assessment and lien against such Lot to recover its costs.

6. Restrictions on Use. The Subdivisions and each Lot thereof shall be subject to the following restrictions on use:

6.1 All electric, telephone and cable television service connections, and all other lines, wires, pipes and other utility connections within the Subdivisions, shall be constructed underground, except that electric service shall be above ground until the roads are top-coated.

6.2 Any tanks used in connection with any improvements constructed on the Property, including tanks for the storage of fuels, must be buried or walled in so as to conceal them from being seen from neighboring roads, Lots, and streets. All clotheslines, garbage cans, and storage piles shall be walled in to conceal them from being seen from neighboring Lots, roads, and streets. Plans for all enclosures of this nature must be approved by the Design Review Committee.

6.3 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 Lot unless concealed so as not to be seen from neighboring Lots, roads, and streets.

6.4 No Lot 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 Lot to appear in an unclean or untidy condition when viewed from neighboring roads, Lots, and streets; nor shall any substance, thing, or material be kept upon any Lot 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.

6.5 No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any Lot 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.

6.6 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 Lots, is prohibited. The outside burning of trash, leaves, debris or other materials, except during the normal course of constructing improvements on a Lot, is prohibited.

6.7 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 Lots, provided care is taken to minimize run-off.

6.8 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. 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.

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

6.10 No Lot shall be used for agricultural activities other than small kitchen gardens, and no horses, other farm animals or animals the keeping of which is considered inherently dangerous shall be kept on any Lot. Dogs shall be walked on a leash, and shall not be kept if they habitually disturb the peace and quiet of the Subdivisions.

6.11 Pets. Household pets shall be limited to two (2) per living unit, provided they are kept indoors, are quiet, and are well taken care of. Allowable pets include cats, small dogs, domesticated rabbits, gerbils, guinea pigs, hamsters, and caged birds. The Board of Directors may “grandfather” certain indoor pets that may not otherwise be allowable, so that new owners may bring a pet they already own. The intention is to allow, on a case-by-case basis, larger indoor pets that would otherwise not be allowable, provided such pets have been trained to stay indoors and would not create a problem, and with the further understanding that the owners may not replace such pets, once they die, with other non-conforming pets.

6.12 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.

6.13 Air-Conditioning Condensers. Care shall be taken to locate air-conditioning condensers so their noise will not disturb other residents. Screening materials such as shrubs or fencing shall be used to shield view of this equipment from the street.

6.14 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.

6.15 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.

6.16 Exterior Maintenance. The structures and grounds of each Lot shall at all times be maintained in a neat and attractive manner. The owner or leaseholder of each Lot is responsible for maintaining his lawns and gardens, house siding and trim, porches, and the fences, pathways and sidewalks in front of his home.

7. Procedures for Approval of Construction Plans. No structure shall be erected on any Lot until made to comply with the plans approved by the Design Review Committee, and with the requirements set forth herein.

7.1 All improvements to be constructed on the Property, including all Common Area improvements, and including all residences, fences, walls, or other structures to be erected on any Lot, and the proposed location, placement and orientation and design thereof, as well as any changes after approval thereof, including any exterior or interior remodeling, reconstruction,

alteration or addition to any building, road, driveway, or other structure upon any Lot, shall conform to the design, orientation, and landscaping standards of Maharishi Vedic Architecture, as set forth and administered by the organization licensed to use the trademarks and supply the confidential information of Maharishi Sthapatya Veda® design (“Maharishi Sthapatya Veda Organization”). The expense of obtaining the approval of the Maharishi Sthapatya Veda Organization for Common Area improvements shall be paid by the Association, subject to being assessed to the applicant or other Members, as the case may be. The expense of obtaining the approval of the Maharishi Sthapatya Veda Organization for improvements benefiting any particular Lot shall be paid by the applicant. Additionally, all improvements erected on any Lot shall conform to the Master Planning and Architectural Codes attached hereto as Exhibit A, and as administered by the Design Review Committee.

7.2 Before beginning (a) the construction of any road, driveway, residence, building, fence, wall coping or other structure whatsoever, or (b) the remodeling, reconstructing, or altering (including painting, if applicable) of any such road, driveway or structure upon any Lot, or upon the Common Area, the person(s) desiring to erect, construct or modify the same shall submit to the Design Review Committee one complete set of plans, showing the locations, placement, course and width of the same and/or one complete set of building plans and specifications for the building, fence, wall coping or other structure to be erected, constructed or modified, together with a plat map showing its location, placement and orientation, as applicable. Topographical information may be required by the Design Review Committee in its discretion. No structure of any kind, the plans, elevations and specifications of which have not received the approval of the Design Review Committee, and which do not conform fully to such approved plans and specifications, shall be erected, constructed, placed or maintained upon any Lot. The Design Review Committee shall determine whether it desires the approval of the Maharishi Sthapatya Veda Organization to be obtained prior to or after its approval, but nothing herein shall permit the construction of improvements without the approval of both the Design Review Committee and the Maharishi Sthapatya Veda Organization.

7.3 Approval of plans and/or specifications by the Design Review Committee shall be evidenced by written endorsement on such plans and/or specifications, a copy of which shall be delivered to the owner(s) or leaseholder(s) of the Lot upon which the prospective improvement is planned prior to the beginning of such construction, or, in the case of improvements to the Common Area, shall be placed in the files of the Association. No changes in or deviations from such plans and/or specifications as approved shall be made without the prior written consent of the Design Review Committee. Neither the Design Review Committee nor the Association, as the case may be, shall be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such specifications.

7.4 There shall be no commercial buildings placed on any of the Lots. No commercial vehicles, construction or like equipment, or stationary trailers of any kind shall be permitted on any Lot or Common Area of the Subdivisions unless first approved by the Design Review Committee and kept in a garage completely enclosed. The provisions of this Section 7.4 shall not apply to a community center and/or community-oriented neighborhood store/deli that may be placed on a Lot in connection with any expansion of the Subdivisions beyond their initial boundaries.

7.5 The Design Review Committee and the Association shall have the right to require a showing of fiscal responsibility sufficient to complete construction before approving a Lot owner's or leaseholder's construction plans.

7.6 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, trailer home, or modular home consisting of one or more trailer homes, or other temporary structure shall be placed or erected upon any Lot unless it is first approved in writing by the Design Review Committee.

7.7 In the event that any improvement on a Lot 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 Subdivisions. Any insurance proceeds shall first be used for one of such purposes.

7.8 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 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.

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

9. Occupancy.

9.1 Participation in MUM Programs. As an express condition of occupancy, each Occupant of a Lot, including the Owner if the Lot is occupied by the Owner, except during absences from the campus, must maintain a continuing status either as an MUM student, MUM faculty, MUM staff, or via enrollment in an educational program of MUM, including, but not limited to, Town Super Radiance and Creating Coherence courses (collectively the "MUM Programs"), or be eligible and qualified therefor but not participating for good cause such as physical disability. Members of the immediate family of any participant in one of the programs set forth above may occupy the Lot, provided such immediate family members occupy the Lot as members of the household of such participant. MUM reserves the right to remove or have removed any offending parties from occupancy of the Lot and MUM campus. All leases shall include the provisions of Sections 9.1 and 9.2.

9.2. Rental of Lot by Owner. Any rental of a Lot by an Owner shall be for a term of not less than 30 days and shall require as an express condition of the rental agreement that each Occupant, whether a lessee or sublessee, be a participant in MUM or TM programs, as described in Section 9.1 above. Such rental agreement shall further require that (a) upon the Occupant's termination of participation in an MUM program, whether such termination is voluntary or involuntary, and/or (b) upon the Occupant's violation of the conditions of and restrictions on ownership, use, and enjoyment set forth in herein (which includes the restrictions set forth in the agreement between MUM and the Developer); the Owner shall immediately terminate such rental



agreement and the occupancy of the subject person(s), if required to do so by MUM or the Association. Such rental agreement shall further provide that under such circumstances, the rental agreement shall immediately terminate and the Owner shall be immediately entitled to recover possession of the Lot.

9.3 Compliance. In the event an Occupant of a Lot fails to maintain a continuing status as a participant in MUM programs or fails to comply with the conditions and restrictions set forth herein, and the Owner fails to terminate an applicable rental agreement or otherwise require the Occupant to leave the Lot, then the Association and MUM shall each be entitled to enforce the provisions set forth in Sections 9.1 and 9.2 by requiring the offending Occupant to leave the Lot, and MUM shall be entitled to any other damages at law or equity. In the event that either the Association or MUM takes any action to enforce such provisions, the Owner of the Lot in question shall reimburse their reasonable costs (including attorney's fees) incurred in taking such action. If the Owner fails to reimburse amounts owed to MUM, then the Association shall reimburse MUM. If the Owner fails to reimburse the Association, then the Association may make a special assessment therefor, which shall be a lien against such Owner's Lot.

9.4 Duty to Negotiate; Right of First Refusal. Notwithstanding the foregoing restrictions on occupancy (the "Occupancy Restrictions") set forth in Sections 9.1, 9.2 and 9.3, or any other provisions in these Covenants to the contrary, a first mortgagee (the "Mortgagee") of a Lot shall be permitted

- 9.4.1 upon obtaining a foreclosure judgment, to seek a court-ordered foreclosure sale of the Lot, free and clear of the Occupancy Restrictions, after complying with statutory requirements and offering to sell the Lot to MUM or its designee upon five (5) days' written notice delivered to MUM prior to the Mortgagee filing its final request for an order of sale, at a cash price equal to the foreclosure judgment amount as best can be determined, which offer is not accepted by MUM; or
- 9.4.2 after taking title by deed in lieu of foreclosure, to sell the Lot to any purchaser, free and clear of the Occupancy Restrictions; provided, however, the Mortgagee shall be bound and agree, prior to any such sale to a third party, to negotiate in good faith with the Association and MUM to sell the Mortgagee's rights in or to the subject Lot to the Association or MUM or its designee, and further, to give MUM a right of first refusal as to any bona fide offer received by Mortgagee (other than in a foreclosure auction or similar court officer sale). In the event the Association or MUM or their designee ultimately succeeds to the rights of the Mortgagee in or to a subject Lot, then the Occupancy Restrictions shall remain in effect.
  - 9.4.2.1 In the event the Mortgagee takes title to a Lot by deed in lieu of foreclosure, having made the offer of sale to the Association and MUM, which offer is not accepted by the Association or MUM, then and only then shall the Mortgagee and its successors hold the Lot free and clear of the Occupancy Restrictions and may lease the Lot to a person who is not a participant in one of the MUM programs.
  - 9.4.2.2 The right of first refusal set forth in Section 9.4.1 shall be on the following terms and conditions: Upon receipt of a bona fide offer to purchase the Lot, the Mortgagee or its successor shall communicate the identity of the offeror ("Offeror") and the essential terms of the offer by written notice ("First Refusal Offer") to MUM. Upon receipt of the First Refusal Offer, MUM shall have the right, for a

period of fifteen (15) days, to purchase, or cause its designee to purchase, the Lot on the same terms and conditions as those set forth in the First Refusal Offer. If MUM or its designee does not deliver to the Mortgagee its written notice of exercise of the First Refusal Offer within such period, the right of first refusal shall lapse as to the Offeror's offer, and the Mortgagee or its successor shall have the right to consummate the sale of the Lot to the Offeror on the terms and conditions set forth in the First Refusal Offer for a period of ninety (90) days, after which the right of first refusal shall again apply. The failure of MUM to exercise its right as to one sale of a Lot shall not cause the right to lapse as to further sales of the Lot by a Mortgagee or its successor or as to sales of other Lots by a Mortgagee.

9.5 Consent to Amendment. This Article 9 shall not be amended without the consent of MUM, whether or not MUM continues to own any Lots.

10. 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.

11. 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 Lot in the Subdivisions, regardless of how he, she or it acquired title or right to possession, for a period 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 Lot owner or leaseholder in the Subdivisions 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 11 regarding the renewal of the Covenants, every Lot owner and every person in possession of a Lot of the Subdivisions 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.

12. For violation or breach of any of the Covenants, the Association, or any Member or Group of Members in the Subdivisions severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of the Covenants. The failure to promptly enforce any of the Covenants shall not bar their subsequent enforcement.

13. In the event that any Member, Members jointly, or the Association employs counsel to enforce any of the Covenants, by reason of such breach, all costs incurred in such enforcement, including reasonable attorney fees, shall be paid by the Member whose Lot or Lots are found to be in violation of the Covenants. The breach of any of the Covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any Lot or Lots or portions of Lots in the Subdivisions, but the Covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof, whether such party's title thereto shall have been acquired by foreclosure, trustee's sale or otherwise. No delay or

omission on the part of the Association or of any Member or Members in the Subdivisions in exercising any right, power or remedy herein provided, in the event of any breach of the Covenants, shall be construed as a waiver of such breach or approval thereof, and no right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the Association or against the Board or any Member thereof or against any committee of the Association for or on account of his, its or their failure to bring any action on account of any breach of the Covenants, or for imposing restrictions herein which may be unenforceable.

14. 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.

15. All of the Covenants shall run with the land and shall be binding upon the successive owners of each Lot in the Subdivisions, 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.

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MAHARISHI UNIVERSITY OF MANAGEMENT

By: \_\_\_\_\_  
Michael Spivak, Treasurer

By: \_\_\_\_\_  
Susan Tracy, Secretary

NORTH CAMPUS VILLAGE HOMEOWNERS ASSOCIATION, INC.

By: \_\_\_\_\_  
Jonathan Worcester, President

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF JEFFERSON    )

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Michael Spivak and Susan Tracy, to me personally known, who, being by me duly sworn, did say that they are the Treasurer and Secretary, respectively, of said corporation executing the within and foregoing instrument to which this is attached, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Treasurer and Secretary as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

STATE OF IOWA, JEFFERSON COUNTY, SS:

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jonathan Worcester, to me personally known who being by me duly sworn did say that he is the President of North Campus Village Homeowners' Association, Inc., an Iowa corporation, that no seal has been procured by said corporation and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him or her voluntarily executed.

\_\_\_\_\_  
Notary Public for the State of Iowa

## **EXHIBIT A**

### **MUM North Campus Village Master Planning and Architectural Codes**

The Design Review Board will rely on this document to guide the look and feel of the community, but final approval on what is approved rests with the Board.

#### **Introduction**

##### **Development Goals**

The MUM North Campus Village (“North Campus Village” or “NCV”) was created to provide an opportunity for as many people as possible to live in homes constructed according to the principles of Maharishi Sthapatya Veda design and at the same time to provide the convenience of living within walking distance of the many programs and services available on the MUM campus.

##### **Purpose of the Master Planning and Architectural Codes**

The community codes and covenants contained herein are meant (a) to set basic standards for the design and construction of homes and (b) to establish harmony and unity of appearance within the development while at the same time allowing for interest and variety.

#### **Maharishi Sthapatya Veda Design**

##### **Street Design**

Streets shall run north/south and east/west in cardinal directions. They shall be straight rather than jogging or curving. The exception is the main street known as Park Avenue, which jogs around an existing recreation area located near the center of the development.

##### **Maharishi Sthapatya Veda Architecture**

All homes and buildings shall be constructed in accord with Maharishi Sthapatya Veda design. Before construction, plans for each building must be submitted to the Maharishi Sthapatya Veda Organization for review and instructions. The required fee must be paid to the Maharishi Sthapatya Veda Organization in full. Buildings shall be constructed to the exact specifications of Maharishi Vedic Architecture, as set forth by the Maharishi Sthapatya Veda Organization.

#### **Master Planning Codes**

In many of today’s modern neighborhoods the garage has replaced the front porch as the prominent feature of the home, and automobiles dominate the streetscape. This has contributed to a loss of the cozy neighborhood feeling we seek to establish at NCV. To help in fulfilling this goal, the Master Planning Codes below were designed to minimize the visual impact of cars and garages in the community.

### **Garage Placement**

1. Garages shall be placed away from streets, on the other side of a building or lot.
2. Garages (whether a single garage or a bank of garages) shall not project further east than the front façade of the building they serve.

### **Parking Space Location**

1. Parking along community streets shall be parallel and limited to one side of the street.
2. In addition, all buildings shall provide adequate off-street parking for occupants.
3. Neither angled nor head-in parking shall be established along streets for the purpose of private parking.

### **Walkways**

Every home shall have a formal walkway, separate from driveways, leading from the public sidewalk to the front door of the house. This walkway may be made of poured concrete, bricks, stone, or concrete pavers. It could also be an edged path filled with pea gravel or other landscaping material.

## **Architectural Codes**

Nine architectural elements shall serve to create and maintain a unified and integrated appearance for the various areas (hereinafter called “Village Sectors”) of the community. These Village Sectors will be composed of groups of buildings that are logically related to each other in location. The boundaries of each Village Sector will be determined as the village is developed and buildings are constructed. While certain guidelines shall apply in general to all Village Sectors, each individual Village Sector shall have the opportunity to define its individual character using the points outlined below. The developer(s) of each Village Sector shall make these decisions in writing early in the design process. These specific Village Sector Codes will be memorialized in the records of the Design Review Committee.

1. The mood of the buildings in each Village Sector shall be defined.

General Guideline: Buildings located in a particular Village Sector shall be either formal or casual in mood: Formal and casual buildings shall not be mixed together. A coordinated mood will serve as a basic unifying element.

2. The architectural style(s) of the buildings in each Village Sector shall be defined.

General Guideline: If more than one style will be allowable in a particular Village Sector, care shall be taken to ensure the styles will blend together harmoniously. Architectural styles shall be based on traditional styles that are appropriate to the Upper Midwestern region of the United States and are tastefully applied using standard elements and proportions. Examples include Craftsman, Prairie, Shingle, Colonial Revival, farmhouse, or cottage vernacular. Traditional, neo-classical, or Vedic elements may be used to enhance the design.

3. The minimum/maximum footprint and height of the buildings in each Village Sector shall be defined.

General Guideline: Buildings in each Village Sector shall be of similar size and height. Note: Except in the westernmost streets of the development, buildings shall have no more than 2 stories of living space above ground.

4. The roof type, eave depth, and roof pitch of the buildings in each Village Sector shall be defined.

General Guideline: Buildings in each Village Sector shall have a similar roof type, eave depth and pitch. Principal roofs shall be a symmetrical hip or gable form with a north-south ridge. The roof pitch shall be appropriate to the architectural style of the building and be between 4:12 and 12:12. Flat roofs, Mansard roofs, and other unusual roof styles shall not be used

5. Roofing material and color for the buildings in each Village Sector shall be defined.

General Guideline: The roofs of buildings in each Village Sector shall be clad in similar roofing material and color. Standard materials such as asphalt or fiberglass shingles, cedar shingles, natural or artificial slate or tile can be used. Metal and plastic materials are not to be used. Roof colors shall be light to medium in value — dark colors shall not be used on roofs. Also, the intensity of the color is to be subtle and subdued rather than bold or bright.

6. Exterior siding and trim materials for the buildings in each Village Sector shall be defined.

General Guideline: The exterior siding and trim used on buildings in each Village Sector shall be standardized to create a coordinated look. The use of natural building materials is encouraged for all buildings in the community. Materials such as vinyl and aluminum siding, etc., are not to be used.

7. Color schemes for the buildings in each Village Sector shall be defined.

General Guideline: A color board with specific choices for the main body of the buildings, along with suggested trim and accent colors, is to be created for each Village Sector. In general, colors used on the main body of the buildings in the community shall be light to medium in value and somewhat muted in tone. The color black shall not be used.

8. The height of Vastu fences in each Village Sector shall be defined along with the exact position of the front of the fences in relation to the street.

General Guideline: The Vastu fences in each Village Sector shall be the same height and shall be placed in a straight line along the street. Vastu fences shall be constructed for every building in the community as prescribed by the principles of Maharishi Sthapatya Veda design. Fence styles shall harmonize with the architectural style of the building they surround. For example, a picket fence should not be used around a Prairie-style building. Unique fence designs and styles are encouraged to create interest and variety. If made of wood, fences shall be either stained or painted. The color of the fence shall coordinate with the color of the building it is associated with.

9. A coordinated landscaping plan for each Village Sector shall be defined, with specific planting materials and locations specified.

General Guideline: Landscaping plans for each Village Sector shall be integrated and in harmony with the general landscaping plan for the community as a whole. A community landscaping plan shall be approved by the Design Review Committee. (Landscaping plans shall include a means for visually screening undesirable items such as air conditioning units and other equipment, garbage containers, etc., from view of the street. Vegetable gardens shall also be screened by a hedge or fencing since they do not always have a neat appearance throughout the year.)

### **Professional Builders**

Construction of homes and other improvements shall be contracted to professional builders. Owner/Builder projects are not allowed unless the owner is a professional builder, or unless the construction project is a minor interior project, in which case the Design Review Board may waive this requirement.



**AMENDMENT TO RESTATED RESTRICTIVE COVENANTS,  
AFFECTING ALL PHASES OF  
M.U.M. NORTH CAMPUS VILLAGE SUBDIVISION**

WHEREAS, the Association desires to amend the Amended and Restated Covenants to add a new section concerning the use of utility meters that emit radio frequency radiation.

WHEREAS, pursuant to Section 10 of the Amended and Restated Covenants the Association has the right to file reasonable additional Covenants as determined by the Association and to modify the Covenants 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, which approval has been duly requested and received.

NOW, THEREFORE, the North Campus Village Homeowners Association, Inc. hereby amends the Original Covenants recorded October 31, 2002 in Book 225, page 317 of the Recorder of Jefferson County, Iowa, as Restated in that document recorded 9-18-07 in Miscellaneous Record 227, page 101 and as amended in the Amended and Restated Covenants, recorded in the offices of the Jefferson County Recorder on 2-6-18, as Image 2018-0301, as set forth below:

In section 6 of the covenants, entitled "Restrictions on Use", the following subsection shall be added:

6.17 Utility Meters. The following restrictions apply to the Lot Owners and all Units with respect to any choices offered by utilities for installation of utility meters that may emit radio frequency (RF) radiation:

(a) (i) All Lot Owners and Owners of Units without solar panels or arrays shall opt out of a smart meter, including the smart meter set in the opt-out mode to a non-RF radiating meter for both the gas and electric services to their Unit or Units. Lot Owners and owners of Units may choose to keep an analog meter for their utility service, if they already have one. Lot Owners shall not become Time-of-Day customers of the utility, as those customers are required by the utility to have RF radiating smart meters.

(ii) All Lot Owners or Units that have solar panels or arrays on the effective date of this subsection may use smart meters for their electric service, but shall opt out to a non-RF radiating meter for the gas service to their Unit or Units.

(b) For a one-year period beginning on July 30, 2020 (the "Effective Date") through the first anniversary of that Effective Date (the "Moratorium Period") all Lot Owners or Units without solar panels or arrays on or after the Effective Date shall not install solar panels or arrays unless

installed without the need for a device that produces RF radiation. At the end of this Moratorium Period the foregoing requirements shall terminate unless this Moratorium Period is extended by the vote of the Members at a duly held member meeting in accordance with the Association's bylaws.