

PREPARED BY and RETURN TO: Michael D. Craver, Attorney, 303 West State Street, Centerville, IA 52544 641.856.2244 AT 0010278

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGO VISTA DEVELOPMENT**

June 13, 2024

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGO VISTA DEVELOPMENT**

TABLE OF CONTENTS

	<u>Page</u>
Article 1	DEFINITIONS..... 1
Article 2	MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION..... 3
2.1.	Membership and Voting 3
2.2.	Declarant as Sole Voting Member 3
2.3.	Board of Directors 3
2.4.	Suspension of Voting Rights 3
Article 3	COVENANT FOR MAINTENANCE ASSESSMENTS..... 3
3.1.	Creation of the Liens and Personal Obligation of Assessments 3
3.2.	Budget; Assessments 4
3.3.	Special Rules regarding Assessments..... 4
3.4.	Date of Commencement of Annual Assessments: Due Dates 4
3.5.	Effect of Nonpayment of Assessments: Remedies of the Association 4
3.6.	Subordination of Assessments Liens 5
3.7.	Assessment Roll..... 5
3.8.	Default in Payment of Common Expenses 5
3.9.	Records 5
Article 4	DECLARANT'S RIGHTS 5
Article 5	MAINTENANCE 6
5.1.	Maintenance by Owners 6
5.2.	Utilities Serving a Lot..... 6
5.3.	Maintenance of Roadways..... 6
Article 6	INSURANCE..... 6
6.1.	Property Insurance 6
6.2.	Liability Insurance 6
6.3.	Additional Insurance..... 7
6.4.	Casualty and Restoration 7
Article 7	EASEMENTS 7
7.1.	Road and Utility Easements..... 7
7.2.	Additional Easement Rights 7
Article 8	VEHICLE AND PARKING RIGHTS AND OBLIGATIONS 9
8.1.	Driveway Access 9
8.2.	Parking 9
Article 9	STRUCTURAL AND USE REQUIREMENTS; ARCHITECTURAL CONTROL 9
9.1.	Land Use and Building Type 9

9.2.	Building Size and Quantity	9
9.3.	Guest Houses	10
9.4.	Mobile Homes, Manufactured Homes and Earth Shelters.....	10
9.5.	Materials	10
9.6.	Other Buildings Used as a Residence and Temporary Stuctures	10
9.7.	Building Code	10
9.8.	Continuity of Construction	10
9.9.	Exterior Lighting.....	10
9.10.	Landscaping and Trees	10
9.11.	No Subdivisions.....	10
Article 10	ADDITIONAL RESTRICTIONS	11
10.1.	Use	11
10.2.	Animals.....	11
10.3.	Nuisances.....	11
10.4.	Vehicle Speed	11
10.5.	Garbage Disposal	11
10.6.	Signs	11
10.7.	Improvements	11
10.8.	Electronic Equipment	11
10.9.	Utilities.....	11
10.10.	Fences	12
10.11	Firearms	12
10.12.	Lawn Maintenance.....	12
10.13.	Vehicles on Common Elements.....	12
10.14.	Common Area Alterations	12
10.15.	Effect on Insurance; Violation of Law.....	12
10.16.	Compliance with Laws	12
10.17.	Rules and Regulations	12
10.18.	Interference of Declarant	12
10.19.	Restrictions on Rentals	12
Article 11	GENERAL PROVISIONS	12
11.1.	Right of Enforcement.....	12
11.2.	Amendment.....	13
11.3.	Severability	13
11.4.	No Waiver.....	13
11.5.	Interpretation.....	13
11.6.	Approvals.....	13
11.7.	Notices to Mortgagees	13
11.8.	Rule of Construction.....	13

Exhibit A – The Property

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LAGO VISTA DEVELOPMENT**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAGO VISTA DEVELOPMENT (this "**Declaration**") is entered into to be effective as of the __13__ day of __June____, 2024 by VICE VENTURES LLC, an Iowa limited liability company ("**Declarant**") as the developer of Lago Vista Development in Appanoose County, Iowa.

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**Article 1
DEFINITIONS**

1.1 "**Act**" shall mean Chapter 504, Code of Iowa, as amended, known as the "Revised Iowa Nonprofit Corporation Act."

1.2 "**Affiliate**" shall mean (a) as to a person that is an entity or trust, any person that, directly or indirectly, Controls, is Controlled by, or is under common Control with the person in question, or (b) as to a person that is an individual, a Relative of the person in question.

1.3 "**Articles**" shall mean the Articles of Incorporation of the Association dated June 13, 2024, as amended.

1.4 "**Association**" shall mean and refer to the Lago Vista Homeowners Association, its successors and assigns, a non-profit corporation organized pursuant to the Act.

1.5 "**Board of Directors**" shall mean and refer to the Board of Directors of the Association.

1.6 "**Building**" shall mean and refer to any building on a Lot.

1.7 "**Bylaws**" shall mean the Bylaws of the Lago Vista Homeowners Association dated of even date with this Declaration, as amended.

1.8 "**Common Elements**" shall mean (a) all real property and improvements held by the Association, (b) all and the roads, driveways, signage, landscaping, lighting, entry-way features, gates, hardscape improvements, and pathways located within the Property that are not on a Lot; (c) common water and storm sewer lines, gas lines, electric lines, irrigation systems other utility services, that serve improvements owned by the Association or more than one Living Unit, (d) all equipment of any nature (including vehicles) used by the Association in connection with the repair, maintenance or operation of the Common Elements, and (e) to the extent designated or approved by the Members, any other land, improvements.

1.9 "**Common Expenses**" shall mean any and all expenses incurred by or on behalf of the Association, as agent for the Owners, for the maintenance, repair and operation of the Common Elements.

1.10 "**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise.

1.11 "**Declarant**" shall have the meaning set forth in the preamble of this Declaration, and its successors and assigns.

1.12 "**Declarant Control Period**" shall mean the period of time from the date of this Declaration until the earlier of (a) the date Declarant no longer owns any portion of any Lot, or (b) the date Declarant waives, in writing, its right to be the sole voting Member.

1.13 "**Declaration**" shall have the meaning set forth in the preamble of this Declaration.

1.14 "**Director**" shall mean a member of the Board of Directors.

1.15 "**First Mortgage**" shall mean the bona-fide holder of a valid first priority mortgage on a Lot.

1.16 "**Guest House**" shall mean and refer to a Living Unit that is not the main Living Unit on a Lot.

1.17 "**Living Unit**" shall mean and refer to a Building and designed and intended for use and occupancy as a single-family residence.

1.18 "**Lot**" shall mean and refer to any of the Lots in the Plat.

1.19 "**Member**" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration.

1.20 "**Membership**" shall mean membership as a Member in the Association.

1.21 "**Officer**" shall mean an officer of the Association.

1.22 "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers and vendees (deemed co-Owners), but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the property by provision or operation of law.

1.23 "**Plat**" shall mean the plat of the Property, the Plat for the Lago Vista Subdivision on _____, 2024 in Book 2024, Page _____ in the Office of the Appanoose County Recorder, as amended.

1.24 "**Property**" shall mean the real property more particularly described on the attached **Exhibit A**.

1.25 "**Relative**" means with respect to any individual, his or her spouse, natural or adopted descendant, parent, brother or sister.

Article 2
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

2.1 Membership and Voting. Every Owner of a Lot shall be a Member. Ownership of a Lot shall be the sole qualification for Membership. Subject to provisions of Section 2.2, an Owner shall be entitled to one vote for each Lot owned by such Owner. Membership in the Association shall be appurtenant to, and shall not be separated from ownership a Lot. A person shall cease to be a member of the Association at such time as that person ceases to be an Owner of a Lot. Where there is more than one Owner of a Lot, all of such Owners shall be Members and the vote allocated to the Lot in accordance with this Declaration and the Bylaws shall be cast as the Owners among themselves may determine and signify in writing to the Association, but in no event shall more than one vote be cast with respect to any Lot, nor, except as provided in Section 3.3 of the Bylaws, shall the vote allocated to a Lot be split or otherwise cast separately by the Owners. Where there is more than one Owner of a Lot, the Owners thereof shall notify the Secretary of the Association in writing of the name of the Owner who has been designated to cast the vote attributable to that Lot, on behalf of all the Owners of that Lot. If the Owners of a Lot cannot agree on the Owner who is to be designated to cast the vote attributable to the Lot owned by such Owners, or in the manner in which such vote is to be cast, the Owners shall submit such dispute in the manner determined by the Board of Directors to be fair and equitable and such determination shall be binding on said Owners. Membership in the Association shall automatically pass when the ownership of a Lot is transferred in any manner. Notwithstanding any other provision in this Declaration or the Bylaws, all voting by Members pursuant to this Declaration or the Bylaws shall only be by Members who are not currently in default of their obligations under this Declaration.

2.2 Declarant as Sole Voting Member. Notwithstanding any other provision of this Declaration, Declarant shall be the sole voting Member during the Declarant Control Period. During the Declarant Control Period, Declarant shall have the right to elect all of the Directors and to cast all votes as it deems appropriate, in its sole and absolute discretion. Each Owner by acceptance of a deed to a Lot shall be deemed to have released Declarant from all claims with respect to actions taken or not taken while Declarant controls the Association.

2.3 Board of Directors. The voting Members shall elect a Board of Directors of the Association as prescribed by the Bylaws. The Board of Directors shall manage the affairs of the Association.

2.4 Suspension of Voting Rights. The Association shall suspend the voting rights of a Member for (a) any period during which any assessment hereunder against a Member's Lot remains unpaid and (b) a period not to exceed 60 days for any infraction of the published rules and regulations of the Association.

Article 3
COVENANT FOR MAINTENANCE ASSESSMENTS

3.1 Creation of the Liens and Personal Obligation of Assessments. Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (a) annual assessments or charges, (b) special assessments for capital improvements and operating deficits, and (c) special assessments as provided in this Article 3, Article 5, and Article 6; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on a Lot be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the joint and several personal obligation of each Owner of such Lot at the time when the assessment becomes due.

3.2 Budget; Assessments. The Board of Directors shall from time to time, and at least annually in advance of the beginning of the Association's fiscal year, prepare a budget of Common Expenses for the Association and shall allocate, assess and levy such Common Expenses among the Owners (except for the Declarant as provided in Section 3.3) in equal shares. Upon the vote of the Board of Directors adopting a resolution that sets forth the budget of Common Expenses and the allocation thereof to the Owners, the amount so allocated to the Owners of each Lot shall, without further resolution by the Board of Directors, be levied as the annual assessment against such Lot, payable in an annual installments due on the first day of the period covered by the budget, without further resolution by the Board of Directors. The Common Expenses shall include those Common Expenses set forth in this Declaration and the Bylaws, provided, however, that the assessment for Common Expenses shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis, and shall, when practicable, be payable in regular installments.

Contributions to any reserve funds established by the Association may not be withdrawn by any Owner. The Board of Directors shall advise all Owners in writing prior to the beginning of the period covered by the budget as to the amount of the annual assessment payable by each of them, and shall, upon request by the Owner, furnish copies of each budget on which such Common Expenses and the assessment are based to such Owner. The total of any budget shall be in the amount of the estimated Common Expenses for the period covered thereby, including a reasonable allowance for contingencies and reserves, less the amounts of any unnecessary Common Expense account balances existing from the previous period's budget, and less any estimated payments to be received by the Association from rental, licensing or other payments for the purpose of defraying the costs of the use of the Common Elements. If a budget is not made by the Board of Directors as required, an annual assessment in the amount required by the last prior budget shall be due upon each annual assessment payment date until changed by a new budget.

In the event an annual or other budget proves to be insufficient, or in the event of extraordinary or unforeseen Common Expenses, the budget and annual assessments based thereon may be amended, or a special assessment levied, at any time by the Board of Directors. Any special assessment shall be assessed against the Owners, shall be a lien on the Lots and shall be enforceable in the same manner as the annual assessments. Special assessments shall be payable in installments or lump sum, all as designated by the Board of Directors.

3.3 Special Rules regarding Assessments. Notwithstanding the forgoing,

(a) Until November 1, 2029, the maximum annual assessment shall be One Thousand Three Hundred and No/100 dollars (\$1,300.00) per Lot plus a pro rata portion of the amount of real estate taxes and special assessments payable by the Association for real estate in the Common Elements, if any.

(b) Declarant shall not be liable for annual or special assessments upon Lots owned by Declarant.

(c) Until November 1, 2029, the Association is not obligated to maintain a budget.

3.4 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each respective Lot on November 1, 2024. The due dates for all assessments shall be established by the Board of Directors.

3.5 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of 15% per annum or at the highest rate allowed by Iowa law, whichever is lower.

3.6 Subordination of Assessments Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect the assessment of the lien. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any First Mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

3.7 Assessment Roll. The assessments against all Owners shall be set forth upon a roll of the Lots which shall be available in the office of the Association or of any managing agent retained by the Association for inspection at all reasonable times by Owners or their duly authorized representative. Such roll shall indicate for each Lot the name and address of the Owner or Owners, the assessments for all purposes, and the amounts of all assessments paid and unpaid. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an Officer setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

3.8 Default in Payment of Common Expenses. In the event any Owner does not make payment of a Common Expense assessment on or before the date when due, such Owners shall be obligated to pay interest on such assessment from the date due at the rate of 15% per annum or at the highest rate allowed by Iowa law, whichever is lower. In addition, such Owner shall be obligated to pay all expenses, including reasonable attorneys' fees incurred by the Board of Directors in any proceeding brought to collect any such unpaid assessment, whether or not an action has been commenced with respect thereto.

The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of such assessment all costs and expenses incurred by the Association in collecting said assessments, including reasonable attorney fees whether or not legal action is required in connection therewith. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of the Owner's Lot.

3.9 Records. The Board of Directors shall cause to be kept at the registered office of the Association or at such other place as the Board of Directors may determine, records of the actions of the Board of Directors, minutes of the meetings of the Members, names of the Owners and names of any First Mortgagees who have requested the notice of default described in the Declaration and the Lot on which such First Mortgagee holds a mortgage, and detailed and accurate records in chronological order, of the receipts and expenditures affecting the Common Elements. Such records shall be available for examination by the Owners or Mortgagees at convenient hours of weekdays. Separate accounts shall be maintained for each Lot setting forth the amount of the assessments against the Lot, the date when due, the amount paid thereon and the balance remaining unpaid.

Article 4 **DECLARANT'S RIGHTS**

Declarant reserves the right to use any of the Lots as models and to sell, assign or conduct other business in connection with the construction and development of the project from any of such Lots prior to their being sold. This of right or privilege in Declarant includes, but is not limited to, the right to maintain models, erect signs, maintain an office, staff the office with employees, and to show Lots then unsold. Declarant retains the right to make changes in the number, location or manner of construction of Buildings and other improvements on the Property including, the substitution of screened in porches for decks on

certain Lots designated by Declarant, provided, that in all cases, such changes shall be accomplished in a manner consistent with applicable laws and ordinances.

Article 5 MAINTENANCE

5.1 Maintenance by Owners. The Owner of each Lot shall furnish and be responsible for, at the Owner's own expense, all maintenance and repairs of the Owner's Lot and all structures, improvements and equipment located thereon, including the Living Unit and any other Buildings. Unless otherwise approved by the Board of Directors, any repair or replacement of an exterior structure, improvement or equipment (including electrical fixtures) shall match the original item that it repairs or replaces.

5.2 Utilities Serving a Lot. The Owner shall also be responsible for the maintenance, repair and replacement of (a) all connecting utilities from the Owner's Lot to the connection of such utilities to the utilities that are Common Elements, and (b) any of such Owner's utilities that exclusively serve such Owner but are located, at least in part, on the Common Elements (*e.g.*, an Owner's septic lines that are located on a portion of the Common Elements), notwithstanding the fact that such connecting utilities cross a Common Element or are located off an Owner's Lot.

The authorized representatives of the Association or Board of Directors or the manager or managing agent for the Association shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs, or replacements of or to any Common Elements on the Lots.

5.3 Maintenance of Roadways. As provided in Section 7.2(b) with respect to all Common Elements, the Association shall be responsible for the maintenance, including snow removal and repair, of all roadways in the Common Elements. Roadways in the Common Elements shall be maintained at all times in such manner as to provide ingress and egress, both pedestrian and vehicular, from each Lot with a Living Unit to and from a public street or highway. The specification for replacement of any roadways shall be determined by the Association.

Article 6 INSURANCE

6.1 Property Insurance. The Association shall obtain Causes of Loss – Special Form (formerly known as "All Risk") Property Insurance for the Common Elements that can be insured through commercially available policies in an amount equal to the full replacement value thereof (note, however, it is currently anticipated that there will be no Common Elements that can be so insured). The Association shall be responsible for reviewing at least annually the amount and type of such insurance. The Association may cause such full replacement value to be determined by a qualified appraiser and the cost of any such appraisal shall be included in the annual maintenance assessment for each Lot on a pro rata basis. Such insurance coverage shall be for the benefit of the Association.

Such Causes of Loss – Special Form Property Insurance shall (to the extent commercially available) contain provision that the insurer (a) waives its right to subrogation as to any claim against the Association, its Board of Directors, its agents and employees, the Owners, their respective agents and guests, and (b) waives any defense based on invalidity due to the acts of the insured; and providing further that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by any Owner as hereinafter permitted.

6.2 Liability Insurance. The Association shall also purchase a master comprehensive liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive liability insurance policy shall cover the Association, its Board of

Directors, any committee or organization of the Association or Board of Directors, its agents or employees, the Owners and all other persons entitled to occupy the Common Elements. The Association shall also obtain any other insurance required by law to be maintained, including worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors the Owner's right to adjust with the insurance companies all losses under policies purchased by the Association.

6.3 Additional Insurance. Each Owner shall obtain such additional insurance at the Owner's expense, affording coverage upon the Owner's Living Unit, any other Buildings and the personal property and the contents of the Owner's Living Unit and Buildings, in an amount equal to **the full replacement** value therefor.

Such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for property insurance policy to be obtained by the Association. Each Owner shall obtain comprehensive liability insurance, at the Owner's expense, affording coverage upon the Owner's Lot with a combined single limit of not less than **\$300,000** per occurrence. Each calendar year, each Owner shall provide proof of such insurance to the Association President.

6.4 Casualty and Restoration. Damage to or destruction of (a) any Common Element or (b) any Building on an Owner's Lot, due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association (as to the Common Elements) and the Owner (as to a Building owned by an Owner) and the proceeds of the Association's or Owner's, as applicable, insurance, if any, shall be applied for that purpose. "Repair, reconstruction, and restoration" shall mean construction or rebuilding of any Building or Buildings to as near as possible the same condition as it existed immediately prior to the damage or destruction and with the same or similar type of architecture.

Article 7 EASEMENTS

7.1 Road and Utility Easements. As noted on the Plat, Declarant has reserved certain areas of the Lots for road and utility easements. In doing so, it is the intention of Declarant to provide the needed flexibility, for the benefit of all Lots and Owners, to properly install and allow to be maintained all roadway and drainage improvements and electrical, telephone, internet, water, gas, and other utility service (including all lines, pipes, wires, cables, ducts, etc.) to the Buildings constructed on the Lots. No other improvements or permanent structures (excluding pathways, roadways and driveways) shall be placed within such easements, as they may be relocated from time to time. Regardless of whether shown on the Plat, each Lot shall accept surface water drainage from adjacent property and each Lot shall have the right to drain its surface water to the adjacent Lots and drainage improvements within the road and utility easement area. Except as otherwise approved by the Association, all utility improvements within the Property must be installed underground.

7.2 Additional Easement Rights. Each Owner accepts a deed conveying title to its Lot subject to the easements granted and reserved, as applicable, in the Plat and as set forth in this Section 7.2, which easements (and all related rights and obligations related to such easements arising on or after the date of any transfer) shall run with the land.

- (a) Modifications to Road and Utility Easements. Declarant hereby grants and reserves a perpetual, assignable and non-exclusive easement to relocate, alter, or otherwise change the location of any road or utility easement and to grant such further easements, licenses

and rights of way (temporary or permanent, exclusive or non-exclusive, surface or otherwise) as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within any Lot or Lots or any portion of the Common Elements. Declarant further reserves the right to more specifically describe or to change the description of any such road or utility easement, or other easement, license or right-of-way by written instrument, or amendment to the Plat. Each Owner, by acceptance of the deed to a Lot, hereby grants Declarant during the Declarant Control Period, and to the Association thereafter, an irrevocable power of attorney, coupled with an interest, with full power and authority to locate or relocate any road or utility easement. The areas affected by this easement and the easement set forth in Section 7.1 shall be maintained by the Association. Notwithstanding the forgoing, the rights reserved in this Section 7.2(a) shall not be exercised in a manner which unreasonably and adversely restricts the rights of ingress and egress to any Lot. The rights and easements reserved by Declarant in this Section 7.2(a) shall automatically transfer to the Association at the end of the Declarant Control Period.

- (b) Common Elements Easement. Declarant hereby grants and reserves a perpetual, assignable and non-exclusive easement over, on and across the Common Elements for its own benefit and for the benefit of each of the Owners for the use of the Common Elements in accordance with this Declaration and the Bylaws. The Common Elements easement described in this Section 7.2(b) shall be maintained by the Association as provided in this Declaration.
- (c) Access Easement. Declarant hereby grants and reserves a perpetual, assignable and non-exclusive access easement over, on and across each Lot as may reasonably be necessary for its own benefit and for the benefit of the Association, for: (i) the maintenance, repair or replacement of any of the Common Elements thereon or accessible therefrom; and (ii) such other reasonable purposes as are deemed by the Association to be necessary for the performance of its obligations as described in this Declaration or the Bylaws.
- (d) Emergency Access Easement. Declarant hereby grants and reserves a perpetual, non-assignable and non-exclusive easement over, on and across the Common Elements in case of emergency for emergency vehicles (*e.g.*, fire trucks, police cars, ambulances) and emergency personnel, public and private.
- (e) Signage Easement Declarant hereby grants and reserves a perpetual, assignable and non-exclusive sign easement over, on and across the Common Elements for its own benefit during the Declarant Control Period to erect and maintain entryway sign or signs. The signage easement reserved by Declarant in this Section 7.2(e) shall automatically transfer to the Association at the end of the Declarant Control Period.
- (f) Miscellaneous. Notwithstanding the assignability of the Easements, no Easement may be assigned by an Owner to any person that is not the Owner or tenant of the Lot that is benefited by the respective Easement, nor shall any Owner that is benefited by an easement grant a sub-easement or a license to any area covered by any easement, unless such assignment is expressly provided for in this Article 7, except as consented to by the Association.

Article 8
VEHICLE AND PARKING RIGHTS AND OBLIGATIONS

8.1 **Driveway Access.** No Living Unit shall be constructed, altered or maintained on any Lot unless it has a driveway running from the roadway in the road and utility easement area to the Living Unit, which Owner's driveway must be of sufficient area to park at least two cars off the street right-of-way. The Owner of a Lot shall, at the Owner's expense, install the driveway. The driveway must be granular base course or other improved surface.

8.2 **Parking.** At least a one-car garage (attached or detached) must be completed by an Owner prior to occupancy of such Owner of its Living Unit. No Owner's vehicles shall be parked in the road and utility easement area. However, small temporary parking for guests is allowed on the road and utility easement area with pre-approval by the Association. No boat, motor home, travel trailer, other recreational vehicle or commercial truck or any other vehicle may be stored within the road and utility easement area. All permitted vehicles of Owners must be licensed and shall be parked in the driveway. Parking will not be allowed on sod or grass. The Association may, after notice to the Owner with the vehicle in violation of this Section 8.2, remove such vehicle.

Article 9
STRUCTURAL AND USE REQUIREMENTS; ARCHITECTURAL CONTROL

9.1 **Land Use and Building Type.** All Lots shall be single-family residential lots and shall not be improved, used or occupied for other than private single-family residential purposes. No commercial activity shall be conducted or maintained on a Lot except those permitted as home occupation, including any occupation or profession conducted solely by resident occupants in their place of abode, involving primarily service and not for sale of commodities upon the Lot; provided further that not more than one quarter of area and not more than one floor level of any Building may be used in pursuit of the occupation, and in connection therewith, no sign is permitted other than one name plate affixed to the outer wall, of not more than two square feet in area that will indicate from the exterior that the Building is being utilized in part for any purpose other than that of a dwelling; and no person other than the occupants of the Building may be employed by the business and use Owner's Building.

9.2 **Building Size and Quantity.** No Living Unit shall be constructed or permitted to remain upon any said Lot unless it meets the following floor area requirements:

(a) One-story Living Units must have a ground floor finished area of not less than 800 square feet.

(b) One and one-half story Living Units must have not less than 800 square feet of finished area on the ground floor and a total on the ground floor and second floor of not less than 1,400 square feet of finished area.

(c) Two-story Living Units must have not less than 800 square feet of finished area on the ground floor and a total on the ground floor and second floor of not less than 1,400 square feet of finished area.

(d) Split-entry Living Units must have not less than 800 square feet of finished area directly under the roof (main floor).

(e) In computation of floor area, the same shall not include porches, breezeways, or basements, but may include garages that are attached to the unit.

(f) All Living Units shall include at least a one-car attached or detached garage. The garage may be under the dwelling if on a hillside Lot. The garage must be completed prior to occupancy.

(g) All Living Units must be built on a slab or on continuous masonry foundation with no less than four feet of crawl space.

9.3 **Guest Houses.** No Guest House or garage may be constructed on a Lot unless a Living Unit currently exists or is currently being constructed on such Lot.

9.4 **Mobile Homes, Manufactured Homes and Earth Shelters.** No mobile home as defined in the Code of Iowa shall be placed on or erected on any Lot. Manufactured homes must be substantial stick built homes. No earth shelter or partial earth shelter shall be placed or erected on any Lot.

9.5 **Materials.**

(a) All structures on any Lot shall be built of substantially new materials, unless otherwise approved by the Association.

(b) The exterior must be made only out of log or log style, hardie board, or metal, stone or vinyl siding.

(c) All exterior trim surfaces must be of earth tone, white, red, black, maroon or navy blue colors.

(d) All exterior plans, elevations, and location on any Lot, as well as the type and color of roof, siding and trim materials must be approved by the Association.

9.6 **Other Buildings Used as a Residence and Temporary Structures.** Except for Living Units and Guest Houses, no Building, trailer, tent, shack, or garage shall be used on any Lot at any time as a residence, either temporarily or permanently; provided, however, during the time of the construction of a Living Unit on a Lot, the Owner of such Lot may use such Owner's recreational vehicle on such Lot as a temporary residence. No temporary structures or storage containers may be used on a Lot at any time; provided, however, during the time of the construction of a Living Unit on a Lot, storage containers may be temporarily used for construction storage.

9.7 **Building Code.** All Living Units must meet International Building Codes - 2021 including Energy Efficiency Code.

9.8 **Continuity of Construction.** All Buildings must be completed within 18 months from the date of the issuance of the building permit. All other improvements on the Lot shall be pursued diligently to completion and shall be completed within 18 months of beginning, unless an exception is granted in writing by the Association.

9.9 **Exterior Lighting.** No Owner shall install or maintain any exterior lighting, which obtrudes on any of the other Lots and shall not be a glare source as viewed from other Lots.

9.10 **Landscaping and Trees.** All hedges, shrubs and landscaping shall be placed and maintained in a manner that is neat and natural. Any such garden shall be maintained in a neat and weeded manner.

9.11 **No Subdivisions.** No Lot shall be subdivided for purposes of reducing or altering the Lot size.

Article 10
ADDITIONAL RESTRICTIONS

10.1 **Use.** Except as provided in this Declaration, no Lot shall be used except for residential purposes. No Buildings, structures, or sheds shall be erected on any Lot other than the Living Units or replacements thereof.

10.2 **Animals.** Except for dogs, cats, any other household pets or as provided in this Section 10.2, animals shall not be raised, bred or kept on any Lot; provided, however, such dogs, cats or other household pets may not be kept, bred or maintained for any commercial purpose. Except as provided in this Section 10.2, only pets residing inside Living Units are allowed. Noisy animals, such as incessantly barking dogs must be controlled by the Owner. No dog runs are allowed anywhere on the Property. Notwithstanding the forgoing, chickens (*Gallus gallus domesticus*) may be raised, bred or kept on any Lot; provided, however, the maximum number of chickens allowed on a Lot is six, only female chickens (hens) are allowed, chickens must be kept in an enclosure or fenced area at all times and secured within a henhouse during non-daylight hours, henhouses and pens must be kept in a clean dry, odor-free, neat and sanitary condition, and henhouses and pens must only be located in the rear yard and at least 25 feet from any adjacent occupied Building.

10.3 **Nuisances.** No noxious or offensive trade or activity, including disturbing noises, offensive odors, or unsightly accumulations, shall exist or be carried on upon any Lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to Owners and disturb the peace, as may be determined by the Association.

10.4 **Vehicle Speed.** No vehicle shall be operated at a speed in excess of 15 mph while using driveways in the Common Elements. YES

10.5 **Garbage Disposal.** All trash, garbage, rubbish, refuse, or other solid waste of any kind, including inoperable or unlicensed automobiles, appliances and furniture, shall be promptly hauled away from the Property. Garbage and similar solid waste shall be kept in secure, sanitary containers for aesthetic purposes and for protection from animals and wildlife. Construction trash and rubble can accumulate, but must be removed bi-weekly during construction on a Lot. All construction trash must be completely removed within 30 days after completion of construction on such Lot. No Lot shall be used or maintained as a dumping ground for rubbish or debris.

10.6 **Signs.** No signs shall be installed or maintained on any Lot or the Common Elements, except as otherwise provided in this Declaration and except for temporary signs to advertise the Living Unit on such Lot for sale.

10.7 **Improvements.** No temporary structure, trailer, basement, tent, shack, garage, barn, or other Building shall be used on any Lot at any time as a residence, either temporarily or permanently.

10.8 **Electronic Equipment.** No extension towers or antennas of any kind shall be constructed, modified, or permitted on any Lot. Television or communication antennas or dishes are permitted on dwellings or garages but shall not extend more than three feet above the home without prior approval of the Association.

10.9 **Utilities.** Each Owner shall be responsible for all costs associated with a water service connection to such Owner's Lot. Each Owner shall coordinate such Owner's water service connection with Rathbun Regional Water Association. Each Owner shall be responsible for all costs associated with the electric service connection to such Owner's Lot. Each Owner shall coordinate such Owner's electric service connection with Chariton Valley Electric Cooperative. All utilities shall be underground.

10.10 **Fences.** No fencing shall be allowed except for wood, hardie board, metal, stone or vinyl privacy fences, and black metal or vinyl chain-link fences.

10.11 **Firearms.** Discharge of firearms is not allowed on the Property.

10.12 **Lawn Maintenance.** The Owner of each Lot, vacant or improved, shall keep such Owner's Lot free from weeds and debris. The use of yard chemicals, especially those including nitrogen or other "lawn foods", is strictly prohibited because of their effects on the ponds' water quality. The Association encourages the use of wild grasses.

10.13 **Vehicles on Common Elements.** All golf carts and other motorized vehicles shall be operated on pathways only. Speeds shall not exceed 10 mph. No two-wheeled motorized vehicles shall be allowed off of the primary roads of the property.

10.14 **Common Element Alterations.** Nothing shall be altered in, constructed in, or removed from the Common Elements, except upon written consent of the Board of Directors.

10.15 **Effect on Insurance; Violation of Law.** Nothing shall be done or kept on any Lot or in the Common Elements which will increase the rate of insurance on the Common Elements, without prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in the Owner's Lot or in the Common Elements which will result in the cancellation of insurance on any Lot of any part of the Common Elements, which would be in violation of any law, or which may be or become a nuisance or annoyance to the other Owners.

10.16 **Compliance with Laws.** All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

10.17 **Rules and Regulations.** The Board of Directors shall have the authority to adopt rules and regulations governing the use of Lots, the Common Elements. Such rules shall be observed and obeyed by the Owners, their guests, lessees, assigns and licensees.

10.18 **Interference of Declarant.** Neither the Owners nor the Association nor the use of the Common Elements shall interfere with the completion of the contemplated improvements and the sale of the Lots by the Declarant. The Declarant may make such use of the unsold Lots and the Common Elements as may facilitate such completion and sale, including the maintenance of a sales office, model home, the showing of the property and the display of signs.

10.19 **Restrictions on Tenants.** Each tenant in in the Property must abide by the rules and obligations set forth in this Declaration and the Bylaws applicable to the Owner of the property leased to such tenant.

Article 11 GENERAL PROVISIONS

11.1 **Right of Enforcement.** In the event of a violation, or threatened violation, of any of the covenants, conditions, and restrictions herein enumerated, Declarant, the Owners and all persons claiming under them, shall have the right, but not the obligation, to enforce the covenants, conditions, and restrictions contained herein, and the prevailing party shall be entitled to reasonable attorneys' fees and court costs from the non-prevailing party. The rights, powers and remedies provided in this Declaration shall be cumulative and not restrictive of other remedies at law or in equity and the exercise by a party of any particular right, power or remedy shall not be deemed an election of remedies or to preclude such person's resort to other rights, powers or remedies available to it.

11.2 **Amendment.** This Declaration may be amended or changed by an instrument recorded in the Office of the Recorder of Appanoose County, Iowa, signed or approved by at least two-thirds of the Members; provided, however, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. This Declaration may also be amended by Declarant at any time within the Declarant Control Period.

11.3 **Severability.** Invalidation of any of the covenants, conditions, and restrictions of this Declaration by judgment or decree shall in no way effect any of the provisions hereof, by the same shall remain in full force and effect.

11.4 **No Waiver.** No delay or failure on the part of Declarant, the Association or any aggrieved party to invoke any available right, power or remedy in respect to a breach of this Declaration shall be held to be a waiver of that party (or estop that party from asserting) any right, power or remedy available to it upon the recurrence or continuance of said breach or the occurrence of a different breach. The Declarant, Association and Officers shall not be under any obligation to take any action to enforce the terms of this Declaration.

11.5 **Interpretation.** In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction that, in the opinion of the Board of Directors, will best effect the intent of the Declarant's general plan of development as reflected in this Declaration. The Board of Directors shall have the right, power and authority to determine all questions arising under or in connection with this Declaration and to construe and interpret their provision and any determinations, construction or interpretations made by the Board of Directors shall be binding on the Owners. The terms (1) "herein", "hereof", "hereunder", "hereby" and other similar references are construed to mean and include this Declaration and all amendments and supplements unless the context clearly indicates or requires otherwise, (2) "day" means calendar day (i.e., not a business day), unless specified otherwise, (3) "including" means including, without limitation, (4) "person" means any individual, corporation, partnership, limited liability company, government or other entity, (6) "terms" and "provisions" are deemed to be synonymous and (7) "sole discretion" and "sole and absolute discretion" are deemed to be synonymous. All references to "Sections" contained in this Declaration are, unless specifically indicated otherwise, references to articles, sections, subsections and paragraphs of this Declaration. Each reference to words of any gender shall include each other gender as appropriate. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Declaration.

11.6 **Approvals.** No approval by the Declarant or the Board of Directors shall be effective unless in writing, except as otherwise expressly provided herein.

11.7 **Notices to Mortgagees.** The Association, upon request, shall provide written notification to any lender holding a First Mortgage upon any Lot specifying the defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles or Bylaws or any other applicable documents which default has not be cured within 60 days.

11.8 **Rule of Construction.** At all times in the consideration and enforcement of this Declaration, the goal of integrated planning and environmental protection of the ponds within the Subdivision, and the promotion of the Declarant's vision of prairie and wilderness shall be paramount. By way of example, and not as an exclusive statement of purpose, one such goal is to avoid the use of fertilizers on the lawn that may leech into the ponds affecting their physical condition and enjoyment, or that might impede the development of wildflowers or bird habitat.

Signature Page(s) Follows.

THE UNDERSIGNED hereby certify that the foregoing Declaration of Covenants, Conditions and Restrictions for Lago Vista Development were adopted to be effective the 13 day of June, 2024.

Jacob R. Vice
Secretary of the Association

Alison Vice
President of the Association

STATE OF IOWA :
COUNTY OF APPANOOSE :

Subscribed and sworn to before me this 13 day of June, 2024 by Alison Vice and Jacob Vice, the President and Secretary of Lago Vista Homeowners Association, an Iowa non-profit corporation, on behalf of said corporation.

Debra L. Brangers
Notary Public

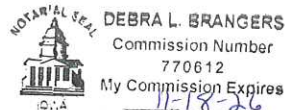
Approved:

Declarant and Sole Voting Member:

VICE VENTURES LLC,
an Iowa limited liability company

By: Jacob R. Vice
Jacob R. Vice, Member

By: Alison Vice
Alison D. Vice, Member



STATE OF IOWA :
COUNTY OF APPANOOSE :

On this 13 day of June, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jacob R. Vice and Alison D. Vice, the sole members of Vice Venture LLC, an Iowa limited liability company, on behalf of said company.

Debra L. Brangers
Notary Public

**Declaration of Covenants, Conditions and Restrictions for
Lago Vista Development**



Exhibit A

The Property

A parcel of land located in Section 3, Township 70 North, Range 19 West of the Fifth Principal Meridian, Appanoose County, Iowa more particularly described as follows:

Beginning at the Center of Section 3, Township 70 North, Range 19 West of the Fifth Principal Meridian, Appanoose County, Iowa and proceeding thence North 00°16'59" West along the West line of the Southwest Quarter of the Northeast Quarter, a distance of 768.98 feet, to a found iron pin;

thence North 86°42'26" East, a distance of 5.90 feet, to a found iron pin on the Westerly right-of-way line of Appanoose County Highway S70 as presently located;

thence Southeasterly along said Right-of-Way and along a 898.60 foot radius curve, concave Northeasterly, with a chord bearing of South 26°45'35" East and a chord length of 702.91 feet, a distance of 722.19 feet;

thence South 39°37'43" West along said Right-of-Way, a distance of 25.00 feet, to a found iron pin;

thence Southeasterly along said Right-of-Way and along a 923.60 foot radius curve, concave Northeasterly, with a chord bearing of South 55°35'02" East and a chord length of 169.74 feet, a distance of 169.98 feet, to a found iron pin;

thence South 29°34'34" West along said Right-of-Way, a distance of 25.86 feet, to a found iron pin on the South line of the Southwest Quarter of the Northeast Quarter of said Section 3;

thence South 89°28'01" West along said South line and along the North line of Outlot I of Lakeview Ridge Subdivision, a distance of 372.59 feet to a common corner therewith;

thence South 00°18'53" East along a Westerly line of said Outlot I, a distance of 18.89 feet, to a common corner therewith;

thence South 44°21'13" West along a Westerly line of said Outlot I, a distance of 45.18 feet, to a common corner therewith;

thence South 00°09'38" East along a West line of said Outlot I, a distance of 1265.84 feet, to the Southwest corner thereof and also on the South line of the Northwest Quarter of the Southeast Quarter of said Section 3;

thence South 89°33'46" West along the South line of the Northwest Quarter of the Southeast Quarter of said Section 3, a distance of 20.53 feet, to a found concrete monument at the Southwest corner thereof;

thence South 89°57'15" West along the South line of the Northeast Quarter of the Southwest Quarter of said Section 3, a distance of 660.44 feet, to a found concrete monument;

thence North 00°24'45" West, a distance of 658.20 feet, to a found concrete monument;

thence South 89°59'44" West, a distance of 329.66 feet, to a found concrete monument;

thence North 00°23'34" West, a distance of 658.41 feet, to a found concrete monument on the North line of the Northeast Quarter of the Southwest Quarter of said Section 3;

thence North 89°57'50" East along the North line of the Northeast Quarter of the Southwest Quarter of said Section 3, a distance of 990.49 feet, to the found concrete monument at the Point of Beginning, said Parcel containing 28.44 acres, more or less, subject to easements of record.