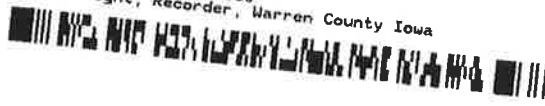


Instrument #: 2021-15489  
12/20/2021 11:13:40 AM Total Pages: 3  
XZCV COVENANTS  
Recording Fee: \$ 17.00  
Polly Wright, Recorder, Warren County Iowa



*Handwritten signature*

Prepared by: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave, Ste 103, Des Moines, IA 50312  
(515) 279-9059  
Return to: Vista Ridge Homeowners Association, 12119 Stratford Dr, Ste B, Clive, IA 50325 (855) 800-5263

*M*

**AMENDMENT TO DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR VISTA RIDGE**

**THIS AMENDMENT** is made by **GROUND BREAKER VISTA RIDGE, LLC**, an Iowa limited liability company, as successor "Declarant" of the Declaration of Residential Covenants, Conditions and Restrictions for Vista Ridge recorded June 18, 2021 as **Instrument #2021-07434** in the records of the Recorder for Warren County, Iowa (the "Declaration").

**WHEREAS**, pursuant to the Declaration, Declarant has established and placed certain covenants, conditions, restrictions, reservations and easements on the following described real estate (the "Property"):

Lots 1-4 and Outlot 'Z' in Vista Ridge, an Official Plat in Warren County, Iowa.

**WHEREAS**, Outlot 'Z' of the Property has been subsequently subdivided and replatted and is now known as Lots 1-15 and Lots A and B in Vista Ridge Plat 2, an Official Plat in Warren County, Iowa.

**WHEREAS**, the Declaration established the **Visa Ridge Homeowners Association**, an Iowa non-profit corporation (the "Association"), to own, manage, operate and maintain certain common amenities with authority to levy assessments necessary to operate, manage, maintain and administer the Association and the common amenities for the benefit of the Property.

**WHEREAS**, the Declaration grants to Declarant during the Control Period the right to amend the Declaration without approval or consent of the Association, the Owners or any other party.

**NOW, THEREFORE**, pursuant to the authority described in the Declaration, Declarant hereby amends the Declaration as follows:

1. **Definitions.** For purposes of Article I of the Declaration and as used in this Declaration the following capitalized terms are amended to have the following definitions, except as otherwise specially provided:

**Section 8. "Common Area"** shall mean and refer to any real property within the Property to which the Association holds title for the common use, enjoyment and benefit of the Owners. Common Area shall include Lots A and B of Vista Ridge Plat 2, which shall be conveyed by Declarant to the Association and the Association shall hold and maintain such Common Area for use as private streets providing access from the Property to the public highway pursuant to the terms and conditions described in this Declaration. Pursuant to Article VIII, Section 1 of the Declaration, the Owners of Lots 1, 2, 3 and 4 of Vista Ridge shall have no rights or obligations with respect to Lots A and B of Vista Ridge Plat 2 as Common Area.

**Section 17. "Outbuilding"** shall mean and refer to an enclosed, covered structure (other than a dwelling or attached garage), such as a detached garage, tool shed, storage shed, garden house, greenhouse or other similar improvement. **"Accessory Structure"** shall mean and refer to permanent or non-permanent customary and traditional freestanding structures such as gazebos, dog kennels or runs, animal shelters, hot tubs, in-ground swimming pools together with pool house or cabana, basketball or tennis courts, playhouses and the like.

**Section 23. "Property"** shall mean and refer to the following real property subject to this Declaration together with any such Additional Land if annexed and subjected to this Declaration by an Amended Declaration:

Lots 1-4 in Vista Ridge, an Official Plat in Warren County, Iowa; and Lots 1-15 and Lots A and B in Vista Ridge Plat 2, an Official Plat in Warren County, Iowa.

2. **Outbuildings and Accessory Structures.** Article V, Section 4 of the Declaration relating to outbuildings and accessory structures is hereby deleted in its entirety and replaced with the following in lieu thereof:

**Outbuildings.** Each Lot may have no more than one (1) Outbuilding of not more than 2,400 square feet of finished area which shall not be attached to the dwelling, fencing or other structure. The Outbuilding shall be located in the rear or side yard and shall not extend farther than the front line of the dwelling extended to the side lot line and shall not be located within twenty-five (25) feet of any side or rear Lot line. The Outbuilding shall be consistent in external appearance, lighting, color and building materials as the dwelling and the attached garage constructed upon the Lot. Garage doors, if any, of the Outbuilding are encouraged to be facing the interior of the Lot. Oversized garage doors require approval of Declarant. Flood lighting is prohibited on the exterior of the structure. Outbuildings shall be kept in good repair and attractive appearance.

**Accessory Structures.** Accessory Structures shall be located in the rear yard and shall not be located within twenty-five (25) feet of any side or rear Lot line. Accessory Structures such as animal shelters and pool houses or cabanas shall be consistent in external

appearance, lighting, color and building material as the dwelling constructed upon the Lot. Accessory Structures shall be screened by a privacy fence or shrubbery as appropriate and kept in good repair and attractive appearance.

3. **Building Area.** Article V, Section 5 of the Declaration relating to building area is amended to include the following:

K. For Lots 1-15 of Vista Ridge Plat 2 one and one-half story, two story, split-level, and split foyer dwellings must have a finished area of not less than 2,200 square feet; ranch or one story dwellings must have a finished area of not less than 1,650 square feet.

4. **Driveways.** Article V, Section 11 of the Declaration relating to driveways is hereby amended to state that all dwellings shall have a driveway of not less than 12 feet in width running from the street to the garage. The attached and any detached garage upon a Lot shall share the same driveway and vehicle access. Gravel driveways are not allowed on any Lot.

5. **Chickens.** Article IX, Section 2 of the Declaration relating to the keeping of yard pets is hereby amended to state that any chickens kept as pets on the Lot must be housed in a sturdy shelter with adequate space for each chicken and must be provided with space to run in a fenced area outside of the shelter protected from predators and neighborhood pets. The shelter and run or "chicken coop" shall be kept clean, and free from offensive odors, animal waste and nuisance matter. No roosters shall be allowed.

6. **Ratification.** Except as expressly amended hereby, all of the terms and conditions of the Declaration shall continue in full force and effect and are hereby ratified and confirmed.

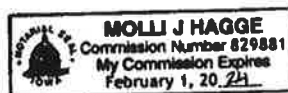
Dated December 14, 2021.

**GROUND BREAKER VISTA RIDGE, LLC,**  
an Iowa limited liability company

By: Steve Bruere  
Steve Bruere, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on December 14, 2021, by Steve Bruere, Manager of Ground Breaker Vista Ridge, LLC.



By: Mollie J Hagge  
Notary Public

Instrument #: 2021-07434  
06/10/2021 03:09:35 PM Total Pages: 23  
XZCV COVENANTS  
Recording Fee: \$ 117.00  
Polly Wright, Recorder, Warren County Iowa



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*[Handwritten signature]*

Prepared by: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave., Suite 103, Des Moines, IA 50312  
(515) 279-9059  
Return to: Land Holding, LLC, 12119 Stratford Dr, Ste B, Clive, IA 50325

**DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR VISTA RIDGE**

**THIS DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR VISTA RIDGE** (this "Declaration") is dated January 22, 2021 and made by **LAND HOLDING, LLC**, an Iowa limited liability company ("Declarant"), as owner and developer of certain real property legally described as follows the ("Property"):

Lots 1 - 4 and Outlot 'Z' in Vista Ridge, an Official Plat in Warren County, Iowa.

**WHEREAS**, Declarant desires to establish and place certain residential covenants, conditions and restrictions upon the Property, to grant and reserve certain easements for the mutual and reciprocal benefit of the Property and each Owner thereof, and to provide for an association to own, operate and maintain common area and amenities with authority to levy assessments necessary to operate, manage, maintain and administer the association and services relating thereto all as hereinafter specifically set forth.

**NOW, THEREFORE**, 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 the Property, and which shall run with the land and be binding on all parties having any right, 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 I  
DEFINITIONS**

For the purpose of this Declaration and as used in this Declaration, the following capitalized terms shall have the following definitions, except as otherwise specifically provided:

**Section 1.** "Additional Land" shall mean and refer to any land annexed and subjected to this Declaration.

**Section 2. "Amended Declaration"** shall mean and refer to a separate instrument filed of record with the County Recorder that annexes and subjects Additional Land to this Declaration and may grant additional covenants, conditions, restrictions and easements as to such Additional Land, or otherwise makes amendments to this Declaration.

**Section 3. "Articles"** shall mean and refer to the Articles of Incorporation of the Association duly filed with the Iowa Secretary of State, as the same may be amended from time to time.

**Section 4. "Association"** shall mean and refer to **Vista Ridge Homeowners Association**, a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa, and its successors and assigns.

**Section 5. "Association Responsibility Elements"** shall mean and refer to any improvement, easement or feature whether or not fully or partially located upon any Lot, Common Area, or offsite of the Property for which the Association is obligated to own, manage or maintain for the common use and benefit of the Owners, including, but not limited to, the following:

- (i) Entrance monument sign and features and any directional signs abutting street right-of-way utilized by the Property.
- (ii) Private street right-of-way owned and controlled by the Association as Common Area providing ingress and egress for access to and from the Property and the public highway, except the private shared driveways upon Lots 1, 2, 3 and 4 of Vista Ridge.
- (iii) Easements granted to the Association by any document filed in the records of the County Recorder requiring maintenance by the Association.
- (iv) Common Area.

**Section 6. "Board of Directors"** shall mean and refer to the members of the Board of Directors of the Association duly appointed by Declarant or elected by the Members in accordance with this Declaration or the Bylaws.

**Section 7. "Bylaws"** shall mean and refer to the Bylaws of the Association adopted by the Board of Directors, as the same may be amended from time to time.

**Section 8. "Common Area"** shall mean and refer to any real property within the Property to which the Association holds title, together with any improvements located thereon for the common use, enjoyment and benefit of the Owners.

**Section 9. "Control Period"** shall mean and refer to the period commencing on the date this Declaration is filed of record with the County Recorder and terminating at such time as Declarant no longer has any interest in the Property, during which period Declarant reserves the

right to amend this Declaration, to have sole voting control and authority with respect to the Association and Board of Directors, to create, dedicate and maintain easements, and to exercise any and all other rights and privileges under this Declaration and the Bylaws.

**Section 10.** "County" shall mean and refer to Warren County, Iowa.

**Section 11.** "County Recorder" shall mean and refer to the office of the Recorder for Warren County, Iowa.

**Section 12.** "Declarant" shall mean and refer to **Land Holding, LLC**, an Iowa limited liability company, and any successors and assigns acquiring all of Declarant's ownership interest in the Property for purposes of development or improvement and who is specifically designated as the successor Declarant in an instrument executed by the immediately preceding Declarant filed of record with the County Recorder.

**Section 13.** "Declaration" shall mean and refer to this Declaration of Residential Covenants, Conditions and Restrictions for Vista Ridge to which the Property is subject, as the same may be amended from time to time.

**Section 14.** "Lot" shall mean and refer to any individual numbered parcel of land within the Property which is platted and used for a single dwelling.

**Section 15.** "Managing Agent" shall mean and refer to a manager or managing agent retained or employed by Declarant or the Association for the purposes provided in this Declaration.

**Section 16.** "Member" shall mean and refer to those Persons entitled to membership in the Association as provided in this Declaration.

**Section 17.** "Outbuilding" shall mean and refer to an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed, storage shed or garden house.

**Section 18.** "Owner" shall mean and refer to the record owner, whether one or more Persons of the legal or equitable title to any Lot but excluding those having such interest merely as security for the performance of an obligation and excluding those having a lien upon the Lot by provision or operation of law. A vendee in possession under a recorded contract of sale of any Lot shall be deemed the Owner instead of the contract seller.

**Section 19.** "Permittee" shall mean and refer to any occupant, family member, guest, agent, contractor, licensee, lessee, subtenant, and invitee of an Owner.

**Section 20.** "Person" shall mean and refer to an individual, corporation, partnership, limited liability company, association, estate, trust, or other legally recognized form of entity, or fiduciary acting on behalf of another individual or any other legal entity.

**Section 21.** "Plans" shall mean and refer to the site plans and building specifications containing the drawings, specifications and other documents from which the dwellings and other improvements and appurtenances thereto within a Lot are to be located, constructed, altered, demolished or removed which may include such details as workmanship, design, materials, products, type of construction, external details, color scheme, elevation, site grade, paving, landscaping, fencing, roofing, solar system, sidewalk, driveway and other similar matters.

**Section 22.** "Plat" shall mean and refer to the official subdivision plats of the Property filed of record with the County Recorder, including any subsequent subdivision plats for the purpose of annexing Additional Land to this Declaration.

**Section 23.** "Property" shall mean and refer to all real property subject to this Declaration as set forth on Page 1 together with any such Additional Land if annexed and subjected to this Declaration by an Amended Declaration.

Words and phrases in this Declaration, including the acknowledgement, shall be construed as in the singular or plural number, unless the context permits only one such number.

Words defined elsewhere in this Declaration shall have that meaning throughout the Declaration and not just in the Section in which such word is defined, unless the definition expressly states otherwise. Declarant shall have the final decision as to the meaning of any defined word or undefined term used in this Declaration.

## ARTICLE II NOTICE OF ADJACENT AGRICULTURAL USE AND NATURE OF RURAL LIVING

**Section 1. Notice of Adjacent Use.** The adjacent property as well as properties in the general vicinity are being used, and may continue to be used, for agricultural purposes as permitted by applicable zoning ordinance that will have associated noise, odor and/or visible impacts characteristic of farming operations and raising of livestock. Each Owner shall be deemed to have consented to the use of adjacent land or land in the general vicinity pursuant to such agricultural classification and shall be barred from objecting to agricultural uses presently permitted as a matter of right under the applicable zoning ordinance. Declarant and the Association shall have no obligation or responsibility to alleviate or eliminate such agricultural disturbances associated with any farm or livestock operation. Nor shall Declarant, the Association, and any officer, director, member or employee of the foregoing be held liable for any injury, damage or loss arising from such farm and livestock operations.

**Section 2. Rural Living.** By the filing of this Declaration, notice is hereby given that the Property has been platted for and is intended to be used for country estate residential purposes in a rural setting. Consequently, certain urban infrastructure, such as fire hydrants, sidewalks, water

mains, natural gas mains, and sanitary sewers are not planned for the Property by the Declarant. Owners must be prepared to make arrangements for adequate private water, sanitary sewer or septic systems and L.P or propane storage on their own Lot which meet the requirements of the local governmental authority and are used in compliance with all applicable governmental regulations.

### ARTICLE III DESIGNATION OF USE

**Section 1. Designation of Use.** All Lots shall be known and described as residential lots and shall not be improved, used or occupied for other than private residential purposes. No full-time or part-time business activity may be conducted on any Lot or in any dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the zoning ordinance of the County.

**Section 2. Marketing of Lots.** Declarant reserves the right to use any of its Lots as models and to sell, assign, or conduct other business in connection with the construction and development of the Property from any of such Lots prior to their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain model homes, maintain an office, staff the office with employees, display signs, and show any of its Lots then unsold. Neither the Owners nor the Association nor the use of the Common Area shall interfere with the construction of improvements and sale of the Lots by Declarant. Declarant retains the right to be considered an Owner of any Lot that remains unsold.

### ARTICLE IV ARCHITECTURAL REVIEW

**Section 1. Architectural Review.** No improvement or appurtenances thereto, except as originally installed or constructed by or on behalf of Declarant, shall be commenced, erected, altered, maintained or permitted to remain upon any Lot, nor shall any addition to or change or alteration thereof be made until Plans have been submitted to and approved by Declarant. Declarant shall, within thirty (30) days from the date of submittal of the Plans, deliver to the Owner written approval of or rejection of or required changes to the Plans. Dirt removal, excavation, grading or construction shall not be commenced until approval of the Plans have been received from the Declarant. Any deviation in construction from the approved Plans or the surrounding area shall be corrected at the expense of the Lot Owner. Declarant shall not be liable to anyone in damages who has submitted Plans for approval, or to any Owner by reason of mistaken judgment, negligence, or nonfeasance of itself, its agents or employees arising out of or in connection with the approval or disapproval of any such Plans. The intent of this provision is to ensure that structures are developed in reasonable harmony within the Property and that the covenants, restrictions, conditions and easements contained in this Declaration are met in connection with such development.



**ARTICLE V  
DESIGN CRITERIA, STANDARDS AND CONSTRUCTION**

**Section 1. Design Criteria and Standards.** The criteria and design standards prescribing the quality and character specifications for the improvements to be constructed on the Property shall reasonably conform to the minimum standards provided in this Declaration, an Amended Declaration or permitted by variance authorized by the Declarant. Declarant shall have sole discretion and final authority to determine compliance with the design criteria standards and procedures established under this Declaration.

**Section 2. Building Types.** No building or structure shall be constructed, altered or maintained on any Lot other than the dwelling or replacement thereof. No building or structure of any kind shall be moved onto any Lot. The construction of any building or structure on any Lot shall be performed utilizing then acceptable construction methods and procedures, including (but not limited to) on-site "stick-built" construction and/or off-site modular or panelized construction.

**Section 3. Temporary Structures.** No temporary building or structure shall be built or maintained on any Lot. No Outbuilding, trailer, camper, motor home, watercraft, basement, tent, shack, shed, garage, barn, outhouse, or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.

**Section 4. Outbuildings and Accessory Structures.** Each Lot may have no more than one (1) customary and traditional accessory structure or Outbuilding such as a tool shed, garden house, in-ground swimming pool with pool house, tennis court and the like. No above ground or non-permanent swimming pools shall be permitted on any Lot. Any trash receptacle and dog kennel or run shall be properly screened by a privacy fence or shrubbery. Any dog kennels or runs, swimming pools, tennis courts, Outbuildings and improvements shall not extend farther than the front line of the residential dwelling extended to the side lot lines and shall not be located within twenty (20) feet of any side or rear Lot line, as the minimum distance established by the zoning ordinance of the County or the minimum distance as established in the Plat as recorded, whichever is the more restrictive.

**Section 5. Building Area and Design.** No dwelling shall be constructed or permitted to remain upon any Lot unless the design and location is in reasonable harmony with existing structures and unless it meets the following requirements.

- A. One and one-half story, two story, split-level, and split foyer dwellings must have a finished area of not less than 2,200 square feet; ranch or one-story dwellings must have a finished area of not less than 1,650 square feet.
- B. In computing total finished area, the same shall not include any finished area that has its floor below the exterior grade.
- C. In the computation of floor area, the same shall not include any porches, breezeways, or attached or built-in garages.

- D. All dwellings must be constructed using hardboard siding by LP SmartSide or cement board siding by James Hardie or other brands approved by Declarant as being acceptable exterior siding. No vinyl siding shall be allowed.
- E. All dwellings must be constructed using a minimum of fifteen percent (15%) brick, stone or stucco on the front elevation of the dwelling.
- F. All exterior painted portions of any dwelling, garage or Outbuilding shall be finished with one of the colors approved by Declarant as being acceptable exterior color. All exterior painted portions of dwellings that are repainted shall be repainted in one of such colors.
- G. Decks must be constructed from cedar, redwood, treated lumber or other material approved by Declarant. All decks shall be kept in good repair and attractive appearance.
- H. All roof material shall be architectural shingles in earth tone colors or shingle of equal color, quality and appearance thereto or other brands approved by Declarant as being acceptable roofing material and color.
- I. All Outbuildings and dog houses shall be consistent in external appearance, color and building material as the dwelling constructed upon the Lot.
- J. Declarant shall have the option to require Declarant's soil engineer to approve and monitor all soil excavation during extraction of basements for dwellings construction upon any Lot.

**Section 6. Construction Schedule.** The dwelling on each respective Lot shall be completed within twelve (12) months of the commencement date of construction. Within ninety (90) days of completion of the dwelling upon a Lot, all paving, Outbuildings, landscaping and lawns shall be completely constructed, installed, planted, seeded and finished. If weather conditions make this requirement impossible to meet within the ninety (90) days, Declarant shall establish a reasonable period of time for compliance.

**Section 7. Utilities.** All utility connection facilities and services shall be underground. Ground-mounted mechanical or utility units and similar apparatus shall be screened from view by landscaping or fencing.

**Section 8. Propane Tanks.** No propane tank shall be permitted to be placed on any Lot unless buried underground or completely hidden from view by an attractive screen, fencing, and/or shrubbery of suitable height so that the tank is not visible from any other Lot and is out of public view. All other types of liquid fuel tanks are prohibited.

**Section 9. Septic Systems.** All Lots served by on-site septic systems with laterals where permitted or peat or sand filter systems shall be placed, constructed and maintained in accordance with the laws, rules and regulations of the Warren County Board of Health and must conform to the standards adopted by the Iowa Department of Natural Resources. The location of the septic system must be approved in advance of installation by the Warren County Board of Health. The Owner shall be responsible to the Warren County Board of Health to have the septic system annually inspected and shall be responsible for any modifications or repairs to the system identified in the inspection report. Further, on-site septic systems shall receive periodic pumping when necessary to prevent noxious or offensive odors to escape from any Lot which may become an annoyance or nuisance to other Owners. No toxic or hazardous wastes or chemicals shall be disposed of in the septic system.

**Section 10. Lawns.** All portions of the Lot shall be fully seeded, except where the topography or creek slopes or tree cover do not permit. In such event, the balance of the Lot shall be left in natural vegetation.

**Section 11. Garages and Driveways.** All dwellings shall have a minimum of a two-car attached garage. No more than two (2) oversized two-car detached matching carriage style garages shall be allowed on any Lot. All dwellings shall have a driveway of not less than 16 feet in width and running from the street to the garage. Gravel driveways are not allowed on any Lot.

**Section 12. Fences.** All fences shall be either wood, black vinyl coated chain link, or PVC vinyl. Except for animal runs, no chain link fence shall be permitted unless it is black vinyl coated. All fence boards, fabric and screening material shall be mounted on the exterior face of the fence posts or fence framing. All components of the fence, including posts, framing and screening shall be of matching material and color. No fences may be built or maintained within the front building setback areas as shown on the Plat and no fences shall be built or maintained in front of the front line of the residential dwelling extended to the side Lot lines. All fences shall be kept in good repair and attractive appearance. No fences may be built or maintained on any Lot prior to commencement of construction of the single-family dwelling and issuance of an occupancy permit.

**Section 13. Security Lights.** Security or decorative lighting for driveways, parking and other areas shall be designed, located and directed in a manner which will avoid direct lighting onto adjoining Lots.

**Section 14. Solar Panels and Windmills.** No power generated applications for personal use with appropriately scaled mechanism such as windmills and solar panel systems for the purpose of generating power by converting energy from wind or sun into electricity shall be installed on any Lot without the prior approval of Declarant.

**Section 15. Towers and Antennas.** No exterior transmission tower, antenna or television transmission dish of any kind shall be constructed, installed, modified, or permitted on the ground or on structures. Notwithstanding the foregoing, an exterior tower, antenna or receiver dish which is twenty-four (24) inches or less in diameter shall be permitted. No more than one (1)

such exterior tower, antenna or receiver dish shall be permitted on each Lot. No more than one (1) penetration in the dwelling on a Lot shall be permitted for the cable from such exterior tower, antenna or receiver dish. No commercial cell phone or communication towers, commercial wind turbine towers for production of electricity or other exterior towers or antenna shall be constructed, installed, modified or permitted on the ground or on structures.

**Section 16. Mailboxes.** Neighborhood mailbox cluster units shall be installed by Declarant according to United States Postal Service regulations. The Lot Owner on which such mailbox is located shall be responsible for removal of snow and ice which would obstruct access to the mailbox by the mail carrier and other Owners. Individual mailboxes installed by a Lot Owner are strictly prohibited.

## ARTICLE VI STORM WATER DISCHARGE PERMITTING REQUIREMENTS

**Section 1. Erosion Control.** The Owner and/or occupant of each Lot, jointly and severally, whether vacant or improved, their agents, assigns, heirs and/or building contractors, shall take all necessary precautions to prevent, stabilize and control erosion within its Lot to prevent sediment migration and soil erosion from extending beyond the boundaries of the Lot. In the event of any occurrence of soil erosion, the Owner and/or occupant of the Lot shall, jointly and severally, promptly clean up all eroded sediment and restore all affected areas to their original condition.

**Section 2. Storm Water Discharge Permit.** Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Owner shall be solely responsible for the Lot with respect to compliance with all terms, provisions and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan which includes the Lot.

**Section 3. Indemnity.** During the ownership of the Lot, the Owner shall protect, defend, indemnify and hold the Declarant, the Association and the other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to (i) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot and/or (ii) any alleged violation of any NPDES or storm water discharge rule or regulation.

## ARTICLE VII EASEMENTS

**Section 1. General Easements.** Easements for installation and maintenance of private utilities, sewers, drainage and detention facilities are reserved as shown on the Plat. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant, maintain, keep and preserve that portion of the easement within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, fence, structure or other improvement of any kind within the easement areas, nor permit any growth of

any kind (except customary ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services, drainage and detention facilities within such easement areas. Any berm or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed. To the maximum extent reasonably possible, each Lot shall obtain its natural gas, electricity, telephone, fiber optic, cable television, sanitary sewer, storm sewer, water and other utility services from where such utility service is located in the abutting street right-of-way or public highway, without necessity for an easement across any other Lot.

**Section 2. Easement for Surface Water.** The topography of the Property is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to and benefited by such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time; and all Owners shall have such rights and obligations with respect thereto as may be provided by such laws.

**Section 3. Easement for Signs.** There is hereby granted to the Association, for the benefit of all Lots and Owners, an easement right and authority to erect and maintain entrance and directional signs, and to post "No Parking" signs and other pertinent signs in connection with the use of the Common Area. Declarant reserves unto itself during the Control Period the right and easement to erect and maintain any such entryway, identification and "For Sale" signs within the Property as Declarant deems reasonably necessary in its sole discretion from time to time.

**Section 4. Easement for Emergency Purposes.** An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars, ambulances and emergency personnel, public and private, over and upon all Lots and any street right-of-way, driveway and sidewalk within the Property.

**Section 5. Reservation of Easement Rights.** Declarant reserves unto itself, for the benefit of all Lots and Owners, an easement right, title, and authority to relocate, alter or otherwise change the location of any drainage, detention, utility or sewer 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, ingress, egress, utility and similar purposes on or within any Lot or Lots or any portion of the Property. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, detention, utility and sewer easement, or other easement, license or right-of-way by any Plat or written instrument filed of record with the County Recorder. Each Owner shall take title subject to the right and easements reserved herein; provided, however, the rights reserved in this Section shall not be exercised in a manner which unreasonably and adversely affects any dwelling or portion thereof located upon any Lot or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress or egress to any Lot.

**Section 6. Other Grants of Easements.** The Owners shall not grant any easements on their respective Lots to or for the benefit of any Person who is not an Owner or to or for the benefit of any real property outside the Property other than for street widening purposes or for

public or private utility company making improvements within the Property.

**Section 7. Easement to Complete Improvements.** Declarant reserves unto itself an easement over the Property for the purpose of completing the improvements thereof contemplated by this Declaration. Provided, however, Declarant shall restore any portion of the Property disturbed by Declarant's use of such easement to the condition existing prior to the disturbance as soon as practically feasible after Declarant's use of the easement rights granted herein are concluded.

#### ARTICLE VIII RIGHTS OF ACCESS TO PUBLIC HIGHWAY

**Section 1. Right of Access to Public Highway.** Every Lot Owner served by the private street right-of-way owned and maintained by the Association as Common Area and their respective Permittees shall be entitled to use the street right-of-way for purposes of ingress and egress to and from the Owner's Lot and the public highway. The rights encompassed herein shall include the right to use and enjoy all common entrances, exits and other improvements that may now or hereafter be established and constructed upon the street right-of-way. No barrier, barricade or other divider or parked vehicle shall be allowed to block access to the street right-of-way, and nothing shall be done to prohibit or discourage the free and uninterrupted ingress and egress over and across the street right-of-way. Any vehicle that impedes or blocks access is subject to being towed away at the vehicle owner's expense without notice. It is intended that the Owners of Lots 1 and 2 and of Lots 3 and 4 of Vista Ridge shall use and maintain their own respective private shared driveways for direct access to the public highway and will not utilize the street right-of-way. **The Owners of Lots 1, 2, 3 and 4 shall have no rights or obligations with respect to the street right-of-way owned and maintained by the Association as Common Area.**

**Section 2. Right of Access Easement to Public Highway - Lots 1 and 2.** A private shared driveway easement is hereby granted, conveyed and reserved by recorded instrument and as shown on the Plat for common driveway usage by adjacent Lots 1 and 2 of Vista Ridge and their respective Owners and Permittees to obtain direct access from the Lots to the public highway. No barrier, barricade or other divider or parked vehicle shall be allowed to block access to the shared driveway, and nothing shall be done to prohibit or discourage the free and uninterrupted ingress and egress over and across the shared driveway. Any vehicle that impedes or blocks access is subject to being towed away at the vehicle owner's expense without notice. The Owners of Lots 1 and 2 shall be responsible, at their cost, to maintain and repair the driveway improvements pursuant to the terms and conditions of the recorded easement document. **The Association shall have no rights or obligations with respect to the shared driveway.**

**Section 3. Right of Access Easement to Public Highway - Lots 3 and 4.** A private shared driveway easement is hereby granted, conveyed and reserved by recorded instrument and as shown on the Plat for common driveway usage by adjacent Lots 3 and 4 of Vista Ridge and their respective Owners and Permittees to obtain direct access from the Lots to the public highway. No barrier, barricade or other divider or parked vehicle shall be allowed to block access to the

shared driveway, and nothing shall be done to prohibit or discourage the free and uninterrupted ingress and egress over and across the shared driveway. Any vehicle that impedes or blocks access is subject to being towed away at the vehicle owner's expense without notice. The Owners of Lots 3 and 4 shall be responsible, at their cost, to maintain and repair the driveway improvements pursuant to the terms and conditions of the recorded easement document. **The Association shall have no rights or obligations with respect to the shared driveway.**

**Section 4. No Rights in Public.** Nothing contained in this Declaration shall be construed or implied as creating any rights in the general public or as dedicating for public use any portion of the street right-of-way or shared driveways.

#### ARTICLE IX GENERAL MAINTENANCE AND RESTRICTIONS

**Section 1. Maintenance by Owner.** The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, rubbish, weeds and debris and to keep the lawn and landscaping well maintained and healthy, including (but not limited to) maintaining the lawn at a height not to exceed six (6) inches. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the dwelling and all other accessory structures and improvements upon the Owner's Lot in good repair and condition.

**Section 2. Certain Animals Prohibited.** No poultry, livestock, horses, snakes, or exotic, dangerous, vicious, predatory, or other animals of any kind shall be raised, bred or kept, except dogs, cats, birds and other usual common household or yard pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than a total of three (3) dogs and/or cats be kept at any one Lot at any one time. Pets shall be registered, licensed and inoculated as required by law. All pets must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas, or completely screened or otherwise hidden from public view. Dog runs, if any, must be located at the rear of the house or garage and extend toward the rear of the Lot from that portion of the house or garage which is closest to the rear Lot line. All pets must be leashed and under the control of its owner if not tied up or kept within a fenced yard or dog run. The Owner shall be responsible for prompt removal and disposal of all waste from their pets.

**Section 3. Signs.** No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except (i) street markers, traffic signs, or any signs installed by any governmental entity or by the Declarant, (ii) signs which have been approved by Declarant in writing not exceeding 144 square inches in area on which there shall only be exhibited the street number and/or the name of the resident, (iii) a customary sign (one per Lot) advertising a home "For Sale" or a "Garage Sale", not exceeding 1,296 square inches, and (iv) signs which have been approved by the Declarant in writing advertising the builder or for promotional or marketing purposes. No signs of any nature, kind or description shall be erected, placed or maintained on the Property which identify, advertise or in any way describe the existence or conduct of a home occupation. In the event that any signs other than those described above

shall be placed or exposed to view on any Lot, the Declarant is hereby given the right to enter upon such Lot and remove such signs.

**Section 4. Nuisances.** No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently. By way of further explanation, the definition of noxious or offensive activities or odors shall not apply to the customary and normal activities and odors associated with the activities and operation of a rural subdivision and by activities from surrounding agricultural and livestock operations.

**Section 5. Trash Receptacles.** Each Owner shall, at its sole cost and expense, arrange for the regular removal of refuse and garbage from its Lot. Trash receptacles shall be kept by Owners within a garage or Outbuilding or hidden from public view by an attractive screen or shrubbery of suitable height and shall be set outside only for scheduled garbage pick-up days no earlier than twelve (12) hours prior to a scheduled pick up and must be returned within (12) hours following the scheduled pick up.

**Section 6. Trailers and Parking.** No vehicle with a gross vehicle weight greater than 7,000 pounds, and no trailer, camper, motor home, watercraft, recreational vehicle, commercial vehicle, unlicensed or inoperable vehicle or any other motorized vehicle or mechanical equipment may be parked, stored or maintained on any Lot, except inside a garage or other enclosure out of view from the street and abutting Lots, or on any driveway in the Property, other than temporarily or incidentally for the making of pick-up and deliveries and those used during construction, repair, remodeling or maintenance of a dwelling on any Lot. Temporary shall mean no more than a total of thirty (30) days per year. At no time shall a vehicle or any mobile equipment be disassembled, repaired or serviced on any Lot, except inside a garage or other enclosure out of view from the street and abutting Lots. No vehicle, fence, barrier or other obstruction of any kind shall be parked, placed or constructed within the Property which would impede or impair access from or to any Lot and the public highway. In the event of any violation of this Section, the Association may remove any such prohibited vehicle and assess the owner of the vehicle for the cost of removal, which cost shall become due and payable upon demand.

**Section 7. Storage of Personal Property.** No personal property shall be stored or left upon a Lot except within the dwelling, garage or Outbuilding located upon the Lot. Garage doors shall be kept closed except during times of access to the garage.

**Section 8. Peaceful Possession.** No activity shall be allowed that unduly interferes with the peaceful possession and use of the Property by the Owners nor shall any fire hazard or unsightly accumulation of refuse be allowed. No Owner shall permit anything to be done or kept in the Owner's Lot that will result in the cancellation of insurance on any Lot, which would be in violation of any law, or which may be or become a nuisance or annoyance to the other Owners.

**Section 9. Hunting.** No hunting, trapping, shooting of wildlife or discharging of firearms or bows and arrows shall be allowed within the Property.



**Section 10. Firewood.** Firewood shall be neatly stacked behind the dwelling out of sight from public view and shall not consist of more than one stack which shall not be in excess of four (4) feet x four (4) feet x eight (8) feet in size.

**Section 11. Snowmobiles.** The operation of snowmobiles, four wheelers/ATV's, all-terrain vehicles and other motorized off-road vehicles by the Owners or their Permittees within the Common Area is prohibited.

**Section 12. Lots Owned by Declarant.** The Owners shall not interfere with the completion of the contemplated improvements and the sale of the Lots by Declarant. Declarant may make such use of the unsold Lots as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office, model home, the showing of the Property and the display of signs.

## ARTICLE X MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**Section 1. Membership.** Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment hereunder. When more than one Person holds an interest in any Lot, all such Persons shall be Members. Ownership of a Lot shall be the sole qualification for membership.

**Section 2. Voting.** There shall be appurtenant to each Lot one vote in the Association. When more than one Person holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**Section 3. Declarant as Sole Voting Member.** Notwithstanding any other provision of this Declaration, Declarant during the Control Period shall be the sole voting Member of the Association unless Declarant waives, in writing, its right to be the sole voting Member. Declarant shall have the right to cast all votes as it deems appropriate.

**Section 4. Board of Directors.** During the Control Period, Declarant shall have the right to name all members of the Board of Directors or it may elect to act as the Board of Directors in the place of the Directors. Thereafter the Members entitled to vote shall elect a Board of Directors as prescribed by the Bylaws. In addition to any right, power or privilege authorized hereinafter, the Board of Directors shall manage the affairs and business of the Association.

**Section 5. Suspension of Voting Rights.** The Board of Directors shall suspend the voting rights of a Member for any period during which any assessment hereunder against such Member's Lot remains unpaid.

**Section 6. Duration.** No dissolution of the Association shall occur unless another association or equivalent entity has been created to succeed to the duties and responsibilities of the Association under this Declaration.

ARTICLE XI  
ASSOCIATION AUTHORITY AND MAINTENANCE OBLIGATIONS

**Section 1. Association Authority.** The Association has been established for the purposes of owning the Common Area, to provide maintenance of the Association Responsibility Elements and to manage necessary services relating thereto. The Association, through its Board of Directors, shall have the right, power and authority to provide for the enforcement of this Declaration; to have sole control and jurisdiction over the Association Responsibility Elements; to be responsible to operate, maintain and keep the same in good repair and condition; to establish, levy, collect and have jurisdiction, control and possession of assessments as hereinafter provided; to enter into any contract, easement, lease, license or other agreement as hereinafter provided; and to otherwise establish such rules and regulations governing the Association Responsibility Elements and Lots which best serve to promote the health, safety and welfare of the Owners and are in the best interests of the Association.

**Section 2. Implied Rights.** The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the Bylaws or by applicable law, all rights and powers of the Association may be exercised by the Board of Directors at its discretion without a vote of the Members.

**Section 3. Control of Association.** Notwithstanding anything to the contrary provided in this Declaration, during the Control Period Declarant shall have sole voting control and authority to exercise any right or privilege granted or delegated to the Association or its Board of Directors under this Declaration or the Bylaws. At the end of the Control Period, all such voting control and authority shall automatically transfer to the Members and the Association, as applicable. Each Owner by acceptance of a deed shall be deemed to have released Declarant from all claims with respect to actions taken or not taken while Declarant controls the Association.

**Section 4. Personal Liability.** No member of the Board of Directors, no officer, manager, agent or other employee of the Association shall be personally liable to any Member or any other Person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board of Directors, and any officer, manager or other employee of the Association; provided, however, the limitations set forth in this Section shall not apply to any Person who has failed to act in good faith or has engaged in willful or intentional misconduct.

**Section 5. Managing Agent.** Declarant or the Association shall have the right and authority to enter into a contract for the professional management and operation of the Association, and the management fee thereof shall become a part of the annual assessment. In the event Declarant or the Association shall delegate any or all of its duties, obligations or responsibilities to a Managing Agent, neither Declarant, the Association, nor the Owners shall be liable for any omission or improper exercise by the Managing Agent of any such duty, obligation or responsibility so delegated.

**Section 6. Contracts and Agreements.** Declarant or the Association may enter into any contract, easement, lease, license or other agreement, and engage the services of and discharge any Managing Agent, manager, independent contractor, accounting, legal or engineering professionals or other employee as may be necessary or desirable to carry out the provisions of this Declaration. Declarant or the Board of Directors, in its sole discretion, shall determine the duties and compensation of all such Persons so employed.

**Section 7. Ownership of Common Area.** The Association shall be the owner of the Common Area and shall timely pay all real estate taxes and assessments levied against the Common Area by any public authority, and the pro rata cost thereof shall become a part of the annual assessment. Declarant hereby covenants for itself, and its successors and assigns, that it shall convey to the Association the fee title to the Common Area, subject to covenants, easements, conditions and restrictions whether or not of record or created by this Declaration or granted to any public authority.

**Section 8. Owners' Easement of Enjoyment in the Common Area.** Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of Declarant or the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for utility purposes. Upon transfer of fee title to the Common Area to the Association, no such dedication or transfer shall be effective unless an instrument filed of record by the Association with the County Recorder consenting to such dedication or transfer has been authorized by seventy-five percent (75%) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 9. Use of Common Area.** The Common Area shall be used strictly in accordance with the provisions of this Declaration and any published rules and regulations adopted by the Association governing the Common Area, and such rules shall be observed and obeyed by the Owners and their respective Permittees. No Owner or shall obstruct or interfere whatever with the rights and privileges of the other Owners, Declarant or the Association in the Common Area. Nothing shall be planted in, altered in, constructed in, or removed from the Common Area, except upon written consent of the Board of Directors.

**Section 10. Maintenance by Association.** The Association shall provide or contract for services on behalf of the Owners for operation, improvement, maintenance, repair, reconstruction, restoration, replacement and removal of the Association Responsibility Elements, including any necessary maintenance and repairs to keep the private street infrastructure (including removal of snow, ice, debris and obstructions) in a good and serviceable condition. The Association shall perform all such maintenance in a good and workmanlike manner in accordance with all applicable laws, rules, ordinances, codes and regulations.

**Section 11. Maintenance of Entrance Sign.** Declarant reserves unto itself during the Control Period, and thereafter reserves and grants to the Owners by and through the Association, the right and easement to erect and maintain a permanent entrance monument sign and any street directional signs. The Association, at its expense, shall perform all services on behalf of the

Owners for maintenance and repair of the signs and all elements relating thereto to keep the same in good repair and condition.

**Section 12. Assessment for Maintenance Services.** All charges incurred for maintenance services provided or contracted for on behalf of the Owners by Declarant or the Association as needed in connection with the operation, maintenance and repair of the Association Responsibility Elements shall be paid by the Association and the costs of the same shall become a part of the annual assessment.

**Section 13. Shared Facilities, Equipment and Fixtures.** To the extent that any facilities, equipment, fixtures and amenities within the Property shall be connected to similar facilities, equipment, fixtures or amenities affecting or serving more than one Lot or the Common Area, then the use thereof shall be subject to any published rules and regulations of the Association.

**Section 14. Access for Maintenance Services.** Declarant and the Association and their agents, employees and contractors shall have the right of reasonable access for ingress and egress over, across or through the Property for the purpose of performing their maintenance obligations, provided such entry shall be made with as little inconvenience to the Owners as practicable.

**Section 15. Responsibility for Willful or Negligent Acts.** No Owner shall obstruct or interfere whatever with the duties and responsibilities of Declarant or the Association to perform their maintenance obligations as set forth herein. An Owner shall be liable to the Association for the expense of any maintenance, repair or replacement rendered necessary by any intentional, willful, negligent or careless act of such Owner or the Permittees of such Owner. Any such expense shall be a special assessment upon the Lot of such Owner and shall become due and payable upon demand.

**Section 16. Liability Insurance.** The Association shall purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, its agents and employees, the Owners and all other Persons entitled to use the Association Responsibility Elements. The Association shall also obtain any other insurance required by law to be maintained, including but not limited to, 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 to 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. The policy shall provide that it may not be cancelled or substantially modified without prior written notice to any and all insureds named thereon, including the Association.

**Section 17. Annual Review of Policies.** The Board of Directors shall review at least annually all insurance policies acquired by the Association for the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above.

**Section 18. Assessment for Insurance.** The premiums for the insurance hereinabove described shall be paid by the Association and the pro rata cost thereof shall become a part of the annual assessment.

**Section 19. Indemnification by Association.** The Association hereby indemnifies and saves the Owners harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from personal injury, death or property damage and occurring on or from the maintenance of the Association Responsibility Elements, except if caused by the act or negligence of the Owner or by the Permittees of such Owner.

**Section 20. Indemnification by Owner.** Each Owner hereby agrees to indemnify, defend and hold harmless the Declarant, the other Owners, the Association and their agents, employees, contractors, heirs, administrators, successors and assigns, from and against any and all liability, claims, damages, expenses (including reasonable attorney fees and reasonable attorney fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any individual, or damage to or destruction of any property caused by the condition of or in connection with accidents in the Common Area or relating to the Association Responsibility Elements out of the performance of any of the obligations set forth in this Declaration, except to the extent caused by the negligent or willful act or omission of the indemnified parties hereto.

## ARTICLE XII COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Declarant for each Lot hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments and (2) special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with late fees, interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the joint and several personal obligation of each Person who was the Owner of the Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by such successor.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners and to carry out the general duties and powers of the Association, including, but not limited to, maintenance obligations of the Association as provided in this Declaration; payment of insurance premiums, real estate taxes and special assessments associated with the Common Area, fees and costs payable

to a professional management firm, an accounting firm and an attorney in connection with the operation of the Association as well as the defense or prosecution of any legal action, and for other purposes specifically provided herein. All costs and expenses associated with the foregoing shall be allocated among all Lots as part of the annual assessment.

**Section 3. Maximum Annual Assessment.** The Board of Directors shall establish the maximum annual assessment to be assessed against each Lot, which assessment shall include a pro rata portion of the amount of real estate taxes, special assessments and insurance premiums payable by the Association. The Board of Directors shall fix any increase in the amount of the annual assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of the increase in the annual assessment, special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto.

**Section 4. Reserve Fund.** A portion of such annual assessment shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair, replacement, removal and demolition of the maintenance obligations required of the Association. Notwithstanding the foregoing, Declarant may use any reserve funds, if established, to defray operating costs as it deems appropriate.

**Section 5. Special Assessments for Capital Improvements and Operating Deficits.** In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, removal or demolition of maintenance obligations required of the Association or for operating deficits that the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots.

**Section 7. Commencement of Annual Assessments, Due Dates.** The annual assessment provided for herein shall commence as to each respective Lot on the first day of the first month following the date of conveyance of a Lot by Declarant. Upon such conveyance, the annual assessment and special assessments prorated to December 31 must be paid to the Association prior to or at the closing of sale or transfer of any Lot. The Board of Directors shall establish the due dates for all assessments. All payments shall be made on or before the due date. Both annual assessments and special assessments shall be collected by the Association, in advance, in annual installments due on January 1.

**Section 8. Declarant and Certain Lot Owners Exempt from Assessments.** Declarant shall not be liable for assessments upon Lots owned by it. Declarant is not responsible for the establishment of a budget during the Control Period. The Association and Declarant are not required to submit statements for assessments to any Owner. The Owners of Lots 1, 2, 3 and 4 of Vista Ridge shall be exempt from all assessments levied by the

Association. The Association shall not provide assessment certificates for Lots 1, 2, 3 and 4 of Vista Ridge or for any Lots owned by the Declarant.

**Section 9. Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) 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. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of said assessment all cost and expenses incurred by the Association in collecting said assessments, including reasonable attorney's 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 Association Responsibility Elements or by abandonment of the Owner's Lot.

**Section 10. Subordination of Assessments Liens.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. 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.

**Section 11. Assessment Certificate.** The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form 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. **The Declarant and Owners of Lots 1, 2, 3 and 4 of Vista Ridge are exempt from all assessments levied by the Association. The Association shall not provide assessment certificates for Lots 1, 2, 3 and 4 of Vista Ridge or for any Lots owned by the Declarant.**

#### ARTICLE XIII GENERAL PROVISIONS

**Section 1. Rules and Regulations.** The Association shall have the authority to amend and adopt rules and regulations governing the use of the Association Responsibility Elements and Lots and such rules, if any, shall be observed and obeyed by the Owners and their Permittees. Such rules after being properly adopted at a meeting duly called for such purpose shall have the same force and effect as if contained in this Declaration.

**Section 2. Enforcement.** Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, easements, reservations and assessments now or hereafter imposed by the provisions of this Declaration and shall be entitled to recover reasonable attorney fees and costs incurred as a result thereof. In the event that any one or more of the foregoing shall be declared for any reason by a

court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, restrictions, easements, reservations or assessments not so expressly held to be void, which shall continue unimpaired and in full force and effect.

**Section 3. No Waiver.** Failure of Declarant, the Association or any Owner to enforce any covenant, condition or restriction of this Declaration, the Articles or Bylaws, or the rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to enforce the same thereafter.

**Section 4. Rights of Governing Entity.** The Property shall also be subject to any and all rights and privileges of the governing entity now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of a Plat, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the local zoning ordinances, the more restrictive shall be binding.

**Section 5. Limitation of Liability.** Declarant shall not be liable to the Association or any Owner for losses, damages or repairs relating to any private street, sidewalk, driveway, curb, stoop, patio or other concrete improvement located within the Property, including (but not limited to) cracking or chipping that may occur due to weather conditions.

**Section 6. Amendment.** This Declaration may be amended or changed from time to time by an Amended Declaration signed or approved in writing by the affirmative vote of not less than two-thirds (2/3) of the Owners, 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. The Owner of each Lot (or the joint Owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned. Notwithstanding the foregoing, this Declaration may be amended by Declarant without approval by the Owners, the Association or any other Person during the Control Period. Such amendments or modifications shall be effective the date the Amended Declaration has been filed with the County Recorder.

**Section 7. Duration.** The easements granted herein, and all Association rights, duties, obligations and responsibilities shall be perpetual in nature. All covenants, conditions, restrictions and easements created by this Declaration shall run with the land and shall be binding upon all parties claiming under them for the maximum period allowed by law, subject to the right of Owners under Section 614.24 of the Iowa Code to file a verified claim in the office of the County Recorder to extend the effectiveness of these covenants for successive periods of twenty-one (21) years each on or before the twenty-first anniversary of the filing of this Declaration and prior to the twenty-first anniversary of the filing of the last verified claim. 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, but the same shall remain in full force and effect.



**ARTICLE XIV  
DECLARANT'S RESERVATION OF RIGHTS**

**Section 1. Additional Land.** Declarant reserves the irrevocable right in its discretion to create and record any replat or subsequent plat as Declarant deems appropriate and to annex and subject Additional Land to the terms of this Declaration at any time in the future without the consent of the Owners, the Association, or any other Person. Nothing in this Section, however, shall be deemed to be an obligation on the part of Declarant to annex and subject Additional Land to the terms of the Declaration in the future. The Additional Land shall be automatically subject to the applicable terms and conditions of this Declaration and the Owners of Lots within the Additional Land shall automatically become Members of the Association in the same manner as described in this Declaration and shall be subject to the same applicable terms, conditions, duties and assessments as described in this Declaration. Declarant shall signify the addition of the Additional Land by filing an Amended Declaration with the County Recorder with such terms and conditions as Declarant deems appropriate.

**Section 2. Additional Association Responsibility Elements.** Declarant reserves the irrevocable right at any time to convey additional Association Responsibility Elements to the Association without the consent of the Owners, the Association, or any other Person. Nothing in this Section, however, shall be deemed to be an obligation on the part of Declarant to convey additional Association Responsibility Elements to the Association in the future. The Association shall be obligated to accept any additional Association Responsibility Elements, including Common Area, so conveyed by Declarant and to hold and maintain the additional Association Responsibility Elements pursuant to the terms of this Declaration.

**Section 3. Removing Land.** Declarant reserves the irrevocable right now and in the future to remove any portion of the Property from the operation of this Declaration. Declarant shall signify this removal of land by filing an Amended Declaration with the County Recorder. No approval of the Owners, the Association or any other Person shall be necessary.

**Section 4. Construction of Buildings and Landscaping.** Declarant reserves the right to make changes in the number, location, or manner of dwellings, arrangement of Lots, and other improvements during initial construction and development of the Property; provided, that in all cases, such changes shall be accomplished in a manner consistent with applicable laws and ordinances. Declarant further reserves the right to change the plantings and other landscaping elements within the Property from time to time in its discretion.

**Section 5. Assignment of Declarant's Rights.** Declarant shall have the right to assign all of its rights and obligations as Declarant under this Declaration to a successor-in-interest by an instrument executed by both parties and filed of record with the County Recorder. Upon such assignment, the initial or preceding Declarant shall have no further rights and obligations in connection with this Declaration, the Association, the Owners and the Property.

**Section 6. Termination of Declarant's Rights.** At the end of the Control Period, all rights, privileges, duties, obligations, responsibilities, reservations and authority granted or reserved to Declarant under this Declaration, the Articles and the Bylaws shall automatically terminate. Upon such termination, Declarant shall have no further rights and obligations in connection with this Declaration, the Association, the Owners and the Property.

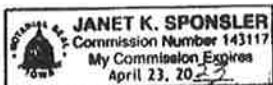
**LAND HOLDING, LLC,**  
an Iowa limited liability company

By: Steve Brueve Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on February 12 2021, by Steve Brueve Manager of Land Holding, LLC.

By: Janet K. Sponsler  
Notary Public



Instrument #: 2021-07432  
08/18/2021 03:09:35 PM Total Pages: 3  
XE EASEMENTS  
Recording Fee: \$ 17.00  
Polly Wright, Recorder, Warren County Iowa



*Approved*

M Prepared by & Return to: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave., Suite 103, Des Moines, Iowa 50312 515-279-9059

**SHARED PRIVATE INGRESS AND EGRESS EASEMENT**

**KNOW ALL PERSONS BY THESE PRESENTS** that **LAND HOLDING, LLC**, an Iowa limited liability company ("Grantor"), owner and developer of **Lots 1 and 2 in Vista Ridge, an Official Plat in Warren County, Iowa** (the "Lots"), and owner of the Easement Area hereinafter described, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby establish, create and convey a permanent and perpetual shared private ingress and egress easement (the "Easement") and right-of-way upon, over, under, through and across the common boundary line of the Lots as shown and depicted on the Final Plat for Vista Ridge as the "40' x 50' Shared Ingress/Egress Easement" (the "Easement Area") for the purpose of Grantor locating and constructing a shared driveway for vehicular ingress, egress and access to and from the Lots and the public highway for use by the owners of the Lots (the "Owners") and their respective occupants, invitees, successors and assigns, and thereafter to allow the Owners to reconstruct, inspect, repair, replace, enlarge, improve, grade, access, maintain and service the driveway improvements, together with all necessary structures and appurtenances relating thereto within the Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **OBSTRUCTIONS PROHIBITED.** No structure, building, fence, parked vehicle, planting, material, device, thing, matter, divider, or other barrier or obstruction shall be constructed, erected, placed or allowed to remain within the Easement Area which could obstruct, impede, or otherwise interfere with the free and uninterrupted access over and across the Easement Area.
2. **CHANGE OF GRADE PROHIBITED.** No Owner shall change the grade, elevation or contour of any part of the Easement Area.
3. **MAINTENANCE.** The Owner or occupant of each Lot shall be responsible to keep and preserve that portion of the Easement Area within his/her Lot in good repair and condition at all times, and shall perform, at such Lot Owner's sole cost and expense, all repair and maintenance, including, but not limited to, snow and ice removal, pavement repair or replacement and removal of obstructions as necessary. Grantor hereby covenants and agrees that the Owners shall reasonably cooperate with each other in initiating, supervising, performing and paying for

any major repair or replacement of the driveway within the Easement Area.

4. **REMEDIES.** In the event an Owner fails or ceases to fulfill its obligations to undertake any reasonable and necessary maintenance, repair or replacement of the driveway within the Easement Area, the other Owner shall have the right, but not the obligation, to perform such work, after providing the defaulting Owner with written notice and ten (10) days to commence cure thereafter. An Owner shall be entitled to demand and receive reimbursement from the defaulting Owner for any costs and expenses incurred in making such reasonable and necessary maintenance, repair or replacement. Payment shall be due and payable within ten (10) days after receipt of an invoice by the defaulting Owner. If an Owner's failure to perform its obligations hereunder causes an immediately hazardous condition to persist in the Easement Area, the non-defaulting Owner has the right to perform such necessary and reasonable maintenance without grant of notice to the defaulting Owner. The rights granted herein shall not create any obligation on the part of an Owner to exercise such rights or perform the other Owner's obligations, nor shall failure to exercise any such right be construed to be a waiver thereof. The failure to pay any amounts due hereunder shall not entitle an Owner to file a lien or claim of lien against the Lot owned by the defaulting Owner.

5. **PROPERTY TO BE RESTORED.** Upon completion of any maintenance of the driveway or other work in the Easement Area, the Easement Area and the property abutting the Easement Area used for access, shall be restored in a good and workmanlike manner to a condition comparable to its condition before such maintenance or work.

6. **RIGHT OF ACCESS.** Each Owner shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement as herein described, including, but not limited to, the right to remove any obstruction, planting or material placed or erected on the Easement Area, and the right to improve, repair, and maintain the Easement Area in whatever manner necessary and consistent with its purpose.

7. **INSURANCE AND INDEMNITY.** Each Owner shall be responsible to keep and maintain general public liability insurance against claims for personal injury or death or property damage occasioned by accident occurring upon, in or about the Easement Area. Except for claims resulting from the negligent or intentional acts of an Owner, the Owner of each Lot shall and hereby does defend, indemnify and hold harmless the other Owners from and against all damages, liabilities, actions, claims, expenses (including, but not limited to, court costs and reasonable attorneys' fees), losses, judgments, liens and causes of action actually incurred by the other party from loss of life, bodily injury and property damage arising from or out of any accident or occurrence resulting from or in connection with the use of the Easement Area or occasioned wholly or in part by any negligent act or negligent omission of the indemnifying Owner.

8. **NO PUBLIC DEDICATION.** Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever, it being the intention that the easement rights granted herein shall be strictly limited to and for the benefit of the Owners of the Lots for such purposes as herein expressed.

9. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding upon, and inure to the benefit of, all parties having any right, title and interest in the Lots, or any part thereof, and their respective heirs, successors and assigns.

Grantor does hereby covenant that (i) Grantor holds the real property described in the Easement by title in fee simple; (ii) Grantor has good and lawful authority to convey this Easement; and (iii) Grantor covenants to warrant and defend the real property described in this Easement against the claims of all persons whosoever.

Words and phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

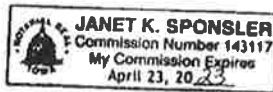
Dated Feb. 12, 2021.

**LAND HOLDING, LLC.**  
an Iowa limited liability company

By: Steve Bruere  
Steve Bruere, Manager

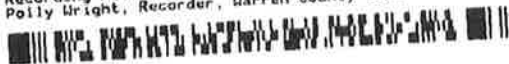
STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on February 12, 2021, by Steve Bruere, Manager of Land Holding, LLC.



By: Janet K. Sponsler  
Notary Public

Instrument #: 2021-07433  
06/18/2021 03:09:35 PM Total Pages: 3  
XE EASEMENTS  
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Polly Wright, Recorder, Warren County Iowa



17/2/21  
WCA

Prepared by & Return to: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave., Suite 103, Des Moines, Iowa 50312 515-279-9059

### SHARED PRIVATE INGRESS AND EGRESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that LAND HOLDING, LLC, an Iowa limited liability company ("Grantor"), owner and developer of Lots 3 and 4 in Vista Ridge, an Official Plat in Warren County, Iowa (the "Lots"), and owner of the Easement Area hereinafter described, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby establish, create and convey a permanent and perpetual shared private ingress and egress easement (the "Easement") and right-of-way upon, over, under, through and across the common boundary line of the Lots as shown and depicted on the Final Plat for Vista Ridge as the "40' x 50' Shared Ingress/Egress Easement" (the "Easement Area") for the purpose of Grantor locating and constructing a shared driveway for vehicular ingress, egress and access to and from the Lots and the public highway for use by the owners of the Lots (the "Owners") and their respective occupants, invitees, successors and assigns, and thereafter to allow the Owners to reconstruct, inspect, repair, replace, enlarge, improve, grade, access, maintain and service the driveway improvements, together with all necessary structures and appurtenances relating thereto within the Easement Area.

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2. **CHANGE OF GRADE PROHIBITED.** No Owner shall change the grade, elevation or contour of any part of the Easement Area.
3. **MAINTENANCE.** The Owner or occupant of each Lot shall be responsible to keep and preserve that portion of the Easement Area within his/her Lot in good repair and condition at all times, and shall perform, at such Lot Owner's sole cost and expense, all repair and maintenance, including, but not limited to, snow and ice removal, pavement repair or replacement and removal of obstructions as necessary. Grantor hereby covenants and agrees that the Owners shall reasonably cooperate with each other in initiating, supervising, performing and paying for

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Words and phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated Feb. 12, 2021.

**LAND HOLDING, LLC,**  
an Iowa limited liability company

By: Steve Braere  
Steve Braere, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on February 12, 2021, by  
Steve Braere, Manager of Land Holding, LLC.

By: Janet K. Sponsler  
Notary Public

