

**DECLARATORY
STATEMENT
of
COVENANTS
and
RESTRICTIONS
for
SUN VALLEY
IOWA LAKE
ASSOCIATION**

Sun Valley Lake

**DECLARATORY STATEMENT
OF COVENANTS AND RESTRICTIONS
TO RUN WITH LAND**

THIS DECLARATION is made on this 6th day of April, 1988 by PATTEN CORPORATION OF IOWA a Delaware corporation duly authorized to transact business in the State of Iowa, (herein referred to as Declarant).

RECITALS

DECLARANT is the owner of that certain real property located in Ringgold County, State of Iowa, known as Sun Valley Lake as described in the Supplemental Declaration attached hereto as Exhibit "A" and made a part hereof.

DECLARANT intends to sell and convey the said Lots and Parcels situated within the Development and before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvement for the benefit of the Lots and Parcels in the Development and the owners and future owners thereof.

NOW, THEREFORE, DECLARANT declares that all of the said Lots and Parcels in the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said Lots and Parcels and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon each of said Lots and Parcels in favor of each and all other Lots and Parcels; to create reciprocal rights between the respective owners of all such Lots and Parcels; to create privity of contract and estate between the grantees of such Lots, their heirs, successors and assigns and to operate as covenants running with the land for the benefit of each and all other such Lots and Parcels in the development and their respective owners, present and future.

1. DEFINITIONS. The following terms as used in this Declaration are defined as follows:

- (a) "Association" means the Sun Valley Iowa Lake Association, an Iowa not for profit corporation.
- (b) "Board" means the Board of Directors of the Association.
- (c) "By-Laws" means the By-Laws of the Association.
- (d) "Common Area" means all of the real property designated as such in the Supplemental Declaration; all real property which may be later annexed to the Development as Common Area, and all real property acquired by the Association, whether from the Declarant or otherwise, together in each instance with all improvements which may be at any time constructed thereon, including parks and roads.
- (e) "Committee" means the Environmental Control Committee.
- (f) "Declarant" means Patten Corporation of Iowa, its successors and assigns.
- (g) "Declaration" means this Declaration of Restrictive Covenants dated the

6th day of April 1988 as the same may be supplemented or amended from time to time.

- (h) "Development" means Sun Valley Lake as the same may be shown on the maps thereof recorded from time to time hereafter and as described in the Supplemental Declaration.
- (i) "Improvement" means all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, poles, antennas and any other structure of any type or kind.
- (j) "Lot" means any numbered lot designated on the plat.
- (k) "Owner" means:
 - 1. Any person, including Declarant, who holds fee simple title to any Lot in any subdivision in the Development which is at any time subject to the provisions of this Declaration.
 - 2. Any person or legal entity who has contracted to purchase fee simple title to a Lot pursuant to a written Agreement in which case the seller under said Agreement shall cease to be the Owner while said Agreement is in effect.
- (l) "Parcel" means any named, lettered tract shown on the plat.
- (m) "Plat" means the maps or plats of Sun Valley Lake as they are from time to time recorded.
- (n) "Reserved Area" means all of the real property designated as such in the Supplemental Declaration or in plats of the Development filed in the office of the Recorder of Deeds, Ringgold County, Iowa. Ownership of such reserved areas may be retained by Declarant and shall be put to such uses as it shall deem best, including, but not restricted to, commercial enterprises of every type or kind whatsoever.
- (o) "Single Family Dwelling" means a residential dwelling for one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) adult persons not so related, together with his or their domestic servants maintaining common household in each dwelling.
- (p) "Supplemental Declaration" means:
 - 1. The recorded Supplemental Declaration of the Declarant attached hereto as Exhibit "A", or,
 - 2. In the case of real property being annexed to the Development, the recorded Supplemental Declaration of Declarant which incorporates the provisions of the Declaration therein by reference.

In either event, the Supplemental Declaration shall include a description of the real property in the Development, subject to the provisions of this Declaration and shall designate the permissive uses of such property.

II. **LAND USE.** Lots and Parcels in the Development shall be designated in the Supplemental Declaration as to their permissible uses and shall thereupon become subject to the restrictive or other provisions of the Declaration relating to such uses. In the event a use is designated for which no such provisions are contained herein (e.g., commercial, governmental, school, etc.), the same may be set forth in such Supplemental Declaration.

A. **SINGLE FAMILY RESIDENTIAL.** Only single-family dwellings and such

outbuildings as are usually accessory thereto shall be permitted on any Lot designated a single family residential. The following restrictions shall apply specifically to such Lots:

1. MINIMUM AREA. Each dwelling shall have fully enclosed floor area (exclusive of roofed or unroofed porches, terraces, garages, carports or other outbuildings) with not less than 800 square feet on the ground floor.
 2. SET-BACKS. Each such dwelling shall be at least:
 - (a) Thirty (30) feet from the front Lot line;
 - (b) Fifty (50) feet from the rear Lot line; however, on lakefront Lots, that portion of a dwelling closest to the lake shall also be constructed at an elevation of at least 425 feet.
 - (c) Fifteen (15) feet from the side Lot lines;
 - (d) In the event that the Committee shall determine that application of the setbacks contained herein to a particular Lot would unreasonably limit the use thereof by the Owner and effectively deprive him of an appropriate construction site upon said Lot, the Committee shall grant a variance to the Owner of said Lot from the provisions of these set-back restrictions sufficient to enable the Owner to construct a dwelling upon that Lot.
- B. COMMON AREAS. All Lots or Parcels in the Development designated as Common Areas are and shall remain private property and Declarant's recordation of a Plat shall not be construed as a dedication to the public of any such Common Areas located therein.
1. OWNERSHIP. Subject to the provisions of an agreement dated April 4, 1988. Declarant will convey all Common areas to the Association free and clear of all liens and encumbrances (other than liens for taxes) but subject to such easements, rights-of-way and restrictions as then appear of record.
 2. USE. Prior to conveyance to the Association, use of Common Areas shall be subject to reasonable rules and regulations promulgated by Declarant. The use and enjoyment of Common Areas and improvements thereon, after conveyance to the Association, shall be subject to the powers of the Association as set forth in its Articles and By-Laws and to such rules and regulations governing the use of such property and improvements as may from time to time be adopted by the Association. Provided, however, Declarant reserved the right to use such Common Areas pursuant to said Agreement between it and the Association.
 3. MAINTENANCE. Maintenance of common property and repairs to any improvements thereon shall be the obligation and responsibility of Declarant until conveyance to the Association; thereafter, the Association shall have the sole responsibility therefor.
 4. SUBSEQUENT DEDICATION. At any time after conveyance to the Association of any Common Areas the Association may, upon the affirmative vote of two-thirds of its members entitled to vote, offer any such property for dedication to public use. Such offer shall be subject to acceptance by the appropriate governmental authority pursuant to its then applicable standards.

- III. **RESIDENTIAL RESTRICTIONS.** The following shall be applicable to all Lots and Parcels within the Development designated as residential in character, and each Owner, as to his lot or parcel, covenants to observe and perform the same:
- A. **ACCESSORY OUTBUILDINGS.** Without the approval of the Committee no accessory outbuildings shall be erected on any lot or Parcel prior to the erection thereon of a dwelling. In no event shall any such accessory outbuilding, partially completed or temporary structure, ever be used for human occupancy or habitation.
 - B. **COMPLETION OF CONSTRUCTION.** Construction of any improvements, once commenced, shall be completed within 12 months. Improvements not so completed, or upon which construction has ceased for 90 consecutive days, or which have been partially or totally destroyed and not rebuilt within 12 months shall be deemed nuisances. Declarant or the Association may remove any such nuisance or repair or complete the same at the cost of the Owner.
 - C. **PROHIBITION AGAINST USED STRUCTURES.** Without the approval of the Committee no used buildings or structures intended for use as a dwelling, shall be placed on any Lot.
 - D. **MAINTENANCE OF LOTS.** All Lots and Parcels, whether occupied or unoccupied, and any improvements placed thereon shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the association shall have the right, through its agents and employees, to do so, the cost of which shall be added to and become a part of the annual assessment to which such Lot is subject. Neither Declarant, the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed.
 - E. **DISPOSAL OF SANITARY WASTE.** No outside toilet shall be constructed on any Lot. All residential buildings, all plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to the sewage collection and disposal system serving the Development.
 - F. **FENCES.** All property lines shall be kept free and open and no fences, hedges or walls shall be permitted thereon without Committee approval.
 - G. **GOLF COURSE LOTS.** Owners of Lots adjacent to golf course fairways shall permit the entrance upon their Lots for retrieval of golf balls.
 - H. **NUISANCES.** No noxious or offensive activities or nuisances shall be permitted on any Lot.
 - I. **SIGNS.** No person, except the Declarant, shall erect or maintain upon any Lot or improvement any sign or advertisement, unless prior approval is obtained from the Committee.
 - J. **ANIMALS.** No animals shall be kept or maintained on any Lot except the usual household pets which shall be kept reasonably confined so as not to become a nuisance.
 - K. **GARBAGE AND REFUSE DISPOSAL.** No Owner shall burn trash, garbage or other like household refuse without a permit from the Committee, nor shall any Owner accumulate on his lot junked vehicles or litter, refuse or garbage, except in receptacles provided for such purposes.

- L. **CONCEALMENT OF FUEL STORAGE TANKS AND TRASH RECEPTACLES.** Fuel storage tanks on any Lot shall be either buried below the surface of the ground or screened to the satisfaction of the committee. Every receptacle for ashes, rubbish or garbage shall be installed underground or be so placed and kept as not to be visible from any street, lake or Common Area within the Development, except at the times when refuse collections are made.
- M. **RESTRICTIONS ON TEMPORARY STRUCTURES.** No travel trailer or tent shall be placed or erected on any Lot nor shall any overnight camping be permitted on any Lot until after the construction of a dwelling thereon. At no time shall a mobile home be placed on a Lot.
- N. **REMOVAL OF TREES.** No tree over three inches in diameter may be removed from any Lot, except by Declarant, without the prior written consent of the Committee.
- O. **LIMITED ACCESS.** There shall be no access to any Lot on the perimeter of the Development except from designated streets or roads within the Development.
- P. **DITCHES AND SWALES.** Each Owner shall keep drainage ditches and swales located on his Lot free and unobstructed and in good repair and shall provide for the installation of such culverts upon his Lot as may be reasonably required for proper drainage.
- Q. **RESUBDIVISION OF LOTS.** No single-family residential Lot or Parcel shall be further subdivided.
- R. **DRILLING AND MINING.** No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

IV. LAKE AND LAKEFRONT LOTS.

- A. **OWNERSHIP OF LAKEFRONT LOTS.** The boundary of any Lot shown on the Plat as being contiguous to a lake shall be the shoreline thereof as said shoreline would be if the water level in said lake were one vertical foot above the normal pool elevation of 415 feet.
- B. **LIMITATIONS OF WATER RIGHTS.** No owner of a Lot contiguous to a lake or stream shall have rights with respect to such lake or stream, the land thereunder, the water therein, or its or their elevation, use or conditions, nor shall such Owner have any riparian rights incident or appurtenant thereto. No person shall acquire title to any land in the Development by accretion, reliction, submergence or changing water levels.
- C. **RIGHT TO REMOVE ACCRETIONS.** DECLARANT OR The Association, or their designee shall have the right at any time to dredge or otherwise remove any accretion or deposit from any lakefront Lot in order that the shoreline of the lake to which said Lot is contiguous may be moved inland toward or to the boundary of said Lot.
- D. **RESPONSIBILITY FOR DAMAGES.** Neither Declarant nor the Association shall be liable for damages caused by erosion, washing or other action of the water of any lake or stream.
- E. **RIGHT TO CHANGE LEVEL OF LAKE.** Sun Valley Lake and its underlying land are owned by the Declarant. The Declarant and the Association has the right to raise and lower the water level of the lake, however, that right does not permit raising the water level over one vertical foot above the normal pool elevation of the lake.

- F. DOCKS AND PIERS. No dock, pier, boat house, or other similar structure shall extend more than 30 feet into any lake, nor shall any such structure be constructed without express permission of the Committee.

V. **THE ENVIRONMENTAL CONTROL COMMITTEE.**

- A. GENERAL POWERS. All improvements constructed or placed on any Lot must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application, to be accompanied by two sets of plans and specifications, shall show the location of all improvements, if any, existing upon said Lot, the location of the improvement proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the Committee may require, including soil, engineering and geologic reports and recommendations.
- B. COMMITTEE MEMBERSHIP. The Committee shall be composed of three members, to be appointed by Declarant, at least one of whom shall be a qualified member of one of the allied physical design professions (i.e., civil engineer, architect, land planner, etc.). Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant, or in the event of Declarant's failure to do so within two months after any vacancy, then by the Association through action of the Board. The power to appoint or remove Committee members shall be transferred to the Association when 90% of all Lots owned by it in the Development have been sold by Declarant.
- C. GROUNDS FOR DISAPPROVAL. The Committee may disapprove any applications:
 - 1. If such application does not comply with this Declaration;
 - 2. Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvements on a Lot, finished ground elevation, color scheme, finish, design proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or;
 - 3. If, in the judgment of a majority of the Committee reasonably exercised, the proposed improvement will be inharmonious with the Development, or with the improvements erected on other lots.
- D. RULES AND REGULATIONS. The Committee shall, from time to time, adopt written rules and regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of applications; required number of copies of plans and specifications; provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove, etc.
- E. VARIANCES. The Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owners of other Lots.
- F. CERTIFICATION OF COMPLIANCE. At any time prior to completion of construction of an improvement, the Committee may require a certification,

upon such form as it shall furnish, from the contractor, owner or a licensed surveyor that such improvement does not violate any set-back, ordinance or statute, nor encroach upon any easement or right- of-way of record, nor violate any other provision of these Restrictions.

- G. ADMINISTRATIVE FEES. As a means of defraying its expenses, the Committee may institute and require a reasonable filing fee to accompany the submission of plans and specifications to be not more than one-fourth of 1% of the estimated cost of the proposed improvement, subject to a minimum fee of \$25.00. No additional fee shall be required for resubmissions.
- H. LIABILITY. Notwithstanding the approval by the Committee of plans and specifications or its inspection of the work in progress, neither it, Declarant, the Association, nor any person acting on behalf of any of them shall be responsible in any way for any defects in any work done pursuant thereto. Each person submitting such plans specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.
- I. APPEALS. Any applicant shall have the right to appeal to the Board from any decision of the Committee within 30 days after the entry of such decision.
- J. RESTRICTION ON CONSTRUCTION OF MODEL HOMES. Model or exhibit homes shall be built and used as such only with the prior written permission of the Committee.

VI. SUN VALLEY IOWA LAKE ASSOCIATION.

- A. GENERAL. The Association is an Iowa nonprofit corporation organized to further and promote the common interests of property owners in the Development. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles and By-Laws.
- B. MEMBERSHIP.
 - 1. CLASSES OF MEMBERS. There shall be Members and Associate Members.
 - 2. MEMBERS. Each Owner, shall by reason of ownership, become a member of The Association.
 - 3. ASSOCIATE MEMBERS. If not otherwise a member, each of the following shall be entitled to associate membership in the association:
 - (a) The spouse and children, under the age of 24 years, of a member who shall have the same principal residence as a member shall be an associate member in the Association.
 - (b) Persons who may be tenants or regular occupants of dwellings situated within the Development.
 - (c) Persons who purchased Lots from Sun Valley Lake, Inc. may through December 31, 1990, become associate members of the association. Said persons shall be voting members and they shall pay such dues or assessments as shall from time to time be fixed by the Board. After January 1, 1991, any such person may become a member upon the same terms and conditions as those persons who are members prior to that date.

- (d) Except as hereinafter set forth, persons who are granted associate membership in the Association by the Board shall have no vote or right to notice of any regular or special meeting of members. The privileges and duties of associate members shall be established from time to time by the Board by resolution. The privileges and duties of associate members need not be the same as those of members.
- C. RIGHTS, DUTIES, PRIVILEGES AND OBLIGATIONS. The rights, duties, privileges and obligations of membership in the Association are as set forth in its Articles and By-Laws.

VII. ASSESSMENTS.

- A. GENERAL. Pursuant to the powers granted to it in its Articles and By-Laws, the Association is hereby expressly authorized and empowered to levy annual assessments against all Lots in the Development. Provided, however, except as may be otherwise indicated, no assessment shall be levied against Lots owned by Declarant or any successor developer.
- B. COLLECTION AND LIEN. The amount of the assessment levied by the Association shall be paid to it on or before the date or dates fixed by resolution of the Board. If not so paid, the amount of such assessment, plus any other charges thereon, including interest at the maximum limit provided by law per annum from date of delinquency and costs of collection, including attorney's fees, if any, shall constitute and become a lien on the Lot so assessed when the Board causes to be recorded in the office of the appropriate County Recorder of Deeds, a notice of assessment which shall state the amount of such assessment and such other charges and a description of the Lot which has been assessed. Such notice shall be signed by the Secretary of the Association and upon payment of such charges, or other satisfaction thereof, the Board shall, within a reasonable time, cause to be recorded a further notice stating the satisfaction and the release of said lien.
- C. PRIORITY OF LIEN. Conveyance of any Lot shall not affect any lien for assessments provided herein. Such lien shall be prior to all other liens recorded subsequent to said notice of Assessment.
- D. ENFORCEMENT. The lien provided for herein may be foreclosed by suit by the Association in like manner as a mortgage, and in such event, the Association may be a bidder at the foreclosure sale. The Association may also pursue any other remedy against an owner owing money to it which is available to it by law or equity for the collection of debt.
- E. PROOF OF PAYMENT. Upon request, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.
- F. SUSPENSION. The Association shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership on account thereof to any owner or to any persons claiming under them unless or until all assessments and charges to which they are subject have been paid.

VIII. EASEMENTS.

- A. RESERVATIONS. The following easements over each Lot or Parcel and the right to ingress or egress to the extent reasonably necessary to exercise such easements, are reserved to Declarant and its licensees:
1. UTILITIES. A ten (10) foot wide strip running along the inside of the side Lot lines, a twenty-five (25) foot wide strip coincident with street right-of-way lines, and a twenty-five (25) foot wide strip running along the inside of the rear Lot line, for the installation, maintenance and operation of utilities, including radio and television transmission cables, and the accessory right to locate guy wires, braces or anchors, or to cut, trim or remove trees and plantings wherever necessary upon such lot in connection with such installation, maintenance and operation.
 2. SHORELINE MAINTENANCE. A fifteen (15) foot wide strip running along the inside of all Lot lines coincident with the shoreline of any lake or watercourse in the Development for the purpose of shoreline maintenance.
 3. SLOPE AND DRAINAGE. A thirty (30) foot wide easement running along the inside of all Lot lines coincident with street right-of-way lines for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses. Declarant and its licensees further reserve the right to cause or permit drainage of surface water over and/or through all Lots.
 4. FLOODING EASEMENT. A flowage and flooding easement running along the inside of all Lot lines coincident with the shoreline of any lake equal to the lakefront building set-back line for such Lot as herein set forth.
 5. PRIVATE STREETS. An easement on, over and under all streets in the Development for the purpose of installing, maintaining and operating utilities thereon or thereunder, for the purpose of drainage control; for access to any Lot or Parcel; and for purposes of maintenance of said streets.
 6. SEWAGE LINE EASEMENT. A fifty (50) foot wide easement is reserved for construction and maintenance of each waterfront lot.
 7. OTHER EASEMENTS. Any other easements shown on the plat.
 8. USE OF AND MAINTENANCE BY OWNERS. The areas of any lots affected by the easements reserved herein shall be maintained continuously by the Owner of such Lot, but no structures, planting or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purpose herein set forth. Improvements within such areas shall be maintained by the Owner except those for which a public authority or utility company is responsible.
- B. LIABILITY FOR USE OF EASEMENTS. No Owner shall have any claim or cause of action against Declarant or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on the Plat except in cases of willful or wanton misconduct.

IX. **RESERVED AREAS.** Declarant may retain ownership of certain Parcels within the Development shown on the Plats for use for commercial purposes. Declarant reserves the right and privilege to develop said Parcels for such commercial purposes as it may deem appropriate and compatible with the Development. It further reserves the right to conduct all commercial enterprises of any type or kind whatsoever which may at any time be lawfully conducted within the Development. These rights may be exercised by Declarant or assigned by it to whomever it may see fit. At the sole election of Declarant, those rights may be assigned to the Association at any time hereafter upon such terms and conditions as Declarant may deem appropriate at the time of assignment, but unless the Association acting through its Board shall otherwise agree, such assignment shall be without cost to the Association and shall be free and clear of all liens and encumbrances (other than liens for taxes), but subject to such easements, rights-of-way and restrictions as then appear of record. Any assignment of these rights, whether to the Association or otherwise may be of all or any party of said rights and may include transfer or conveyance of some or all to said Parcels.

Declarant reserves for itself, its agents, employees, customers, patrons, guests, successors, and assigns, full rights of access across all Common Areas required to implement this reservation. By reservation of these rights, Declarant assumes no affirmative duties to establish or maintain any commercial enterprise whatsoever.

X. **ANNEXATION.**

- A. **PROPERTY TO BE ANNEXED.** Declarant may, from time to time and in its sole discretion, annex to the Development any other real property owned by Declarant which is contiguous or adjacent to or in the immediate vicinity of the Development.
- B. **MANNER OF ANNEXATION.** Declarant shall affect such annexation by recording a Plat of the real property to be annexed and by recording a Supplemental Declaration which shall:
 - 1. Describe the real property being annexed and designate the permissible uses thereof;
 - 2. Set forth any new or modified restrictions or covenants which may be applicable to such annexed property, including limited or restrictive uses of Common Area; and, declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration. Upon the recording of such Plat and the Supplemental Declaration, the annexed area shall become a part of the Development, as fully as if such area were part of the Development on the date of recording of this Declaration.
- C. **ANNEXATION BY PROPERTY OWNERS OTHER THAN DECLARANT.** The Owner of any lot shown on the plats of Sun Valley Lake and recorded prior to the date of this Declaration, may bring said lot or

lots under the coverage of this Declaration if he elects to do so. Such election may be made by recording a document declaring that thereafter said Lot or Lots shall be subject to the terms and conditions of this Declaration.

XI. REMEDIES.

- A. **ENFORCEMENT.** Declarant and each person to whose benefit this Declaration inures, including the Association, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.
- B. **SUSPENSION OF PRIVILEGES.** The Board may suspend all voting rights, if any, and all rights to use the Association's Common Areas of any Owner for any period during which any Association assessment or other obligation remains unpaid, or during the period of any continuing violation of the provisions of this Declaration by such Owner after the existence thereof has been declared by the Board.
- C. **CUMULATIVE RIGHTS.** Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity.
No delay or failure on the part of an aggrieved party to invoke an available remedy in respect to a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

XII. GRANTEE'S ACCEPTANCE. Each grantee or purchaser of any Lot or Parcel shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot or Parcel, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Declarant and of the Association. By such acceptance, such grantee or purchaser shall, for himself, his heirs, devisees, personal representatives, grantees, successors, and assigns, lessees and/or lessors, covenant, consent and agree to and with Declarant and the grantee or purchaser of each other Lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

XIII. SUSPENSION OF RESTRICTIONS. The provisions on improvements, use and occupancy set forth herein shall be suspended as to any Lot, Parcel or other area while and so long as the same is owned by or leased to the State of Iowa or any governmental agency, public or private utility, whenever and to the extent, but only to the extent, that such provisions shall prevent the reasonable use of such Lot, Parcel or area for said purposes. On cessation of such use, such provisions shall become applicable again in their entirety. While owning or leasing and using, such Owner shall have no rights as a member of the Association, nor be liable for any Association assessments.

- XIV. **SEVERABILITY.** Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.
- XIV. **CAPTIONS.** Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.
- XV. **TERM AND AMENDMENT.** The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development until January 1, 2015, after which time the same shall be extended for successive periods of ten (10) years each. This Declaration may be amended by the affirmative vote of a majority of the Owners of all Lots in the Development, and by recording an amendment to this Declaration duly executed by the requisite number of such Owners required to affect such amendment.

This declaratory statement of limitations, restrictions, and covenants to run with the land is hereby so declared and voluntarily executed this 6th day of April, 1988.

IN WITNESS WHEREOF, PATTEN CORPORATION OF IOWA has caused its name to be signed hereto by its duly authorized officers, its seal affixed, the day and year first above written.

PATTEN CORPORATION OF IOWA

By: Matt Miser

Vice President — Matt Miser
Richard Salzenstein
Ralph E. Lowe
Norman Stammer
Douglas Bullock

**EXHIBIT A TO DECLARATORY STATEMENT OF COVENANTS
PATTEN CORPORATION OF IOWA SUPPLEMENTAL
DECLARATION OF COVENANTS**

Disclaimer:

Lots listed in the attached Supplemental Declarations and Declaratory Statement of Covenants and Restrictions as being brought into Sun Valley Lake Development may not be all inclusive. Please consult your abstract for verification.

This Declaration (“Supplemental Declaration”) is made this 6th day of April, 1988 by Patten Corporation of Iowa, a Delaware Corporation, duly authorized to transact business in Iowa. (“Declarant”).

Declarant has recorded on 6th day of April, 1988 in the Office of the Recorder of Ringgold County in Book 234 at Page 811 a certain Declaration of Covenants (“The Declaration”), subjecting Sun Valley Lake (“The Development”) to the provisions

thereof pursuant to an incremental plan of development and improvement.

NOW THEREFORE, Declarant hereby declares that:

1. All of the lots hereinafter described are subject to the provisions of the Declaration as and to the extent applicable, and except as hereinafter provided, the provisions of which Declaration, except as hereinafter provided, are incorporated herein by reference.

LOT LISTING

Lots 1045 through 1061 and lot 1064, and lots 1067 through 1075 of Lakewood Hills, according to the plat thereof recorded May 2, 1978, in Book 1 at page 552, Ringgold County, Iowa records.

Lots 1076 through 1112, and 1215 of Lakewood Hills #2, according to the plat thereof recorded March 8, 1988 in Book 2 at page 19, Ringgold County, Iowa records.

Lots 1000 through 1004, Lots 1027 through 1030, and 1033 through 1044 of Crestview, according to the plat thereof recorded June 14, 1979, in Book 2 at page 1, Ringgold County, Iowa records.

Lots 1113 through 1160, of Crestview #2, according to the plat thereof recorded March 8, 1988, in Book 2 at page 17, Ringgold County, Iowa records.

Lots 888 through 899, lots 901,902, 908, 909, 915, 917 through 921, and lots 924, 928, and 929 of Hillsdale South #2, according to the plat thereof recorded May 2, 1978, in Book 1 at page 556, Ringgold County, Iowa records.

Lots 1200 through 1214 and 1216 through 1255 of Hillsdale South #2, according to the plat thereof recorded March 8, 1988, in Book 2 at page 21, Ringgold County, Iowa records.

Lots 800 through 808, 810, 816 through 818, 831, 833 through 835, 839, and 844 through 859 of Old Hickory Estates, according to the plat thereof recorded on June 15, 1979, in Book 2 at page 3, Ringgold County, Iowa records.

Lots 1256 through 1357 and 1359 through 1394 of Old Hickory Estates #2, according to the plat thereof recorded March 8, 1988, in Book 2 at page 25, Ringgold County, Iowa records.

Lots 860 through 887, of Belair Estates, according to the plat thereof recorded May 2, 1978, in Book 1 at page 554, Ringgold County, Iowa records.

Lots 518 through 520, 537, 551, 552, 579, 582 through 585, 599, 607 and 622 of Trails End, according to the plat thereof recorded May 10, 1973, in Book 1 at page 437, Ringgold County, Iowa records.

Lots 300, 307, 320, 321, 323, 325 through 332, 350 through 355, 374 through 376, 384, 388 through 398 of Treasure Hills, according to the plat thereof recorded October 16, 1972, in Book 1 at page 435, Ringgold County, Iowa records.

Lots 399, 424 and 425 of Treasure Hills South, according to the plat thereof recorded August 21, 1975, in Book 1 at page 446, Ringgold County, Iowa records.

Lots 626 through 680 of South Ridge Park, according to the plat thereof recorded March 8, 1988, in Book 2 at page 23, Ringgold County, Iowa records.

Lots 250 through 258, 264, 265, 268 through 273, 282, 283, 285 through 299, 782 through 789 of Valley Retreat, according to the plat thereof, recorded November 25, 1981, in Book 2 at page 13, Ringgold County, Iowa records.

Lots 219, 225, 226 of Paradise Point, according to the plat thereof recorded August 21, 1975, in Book 1 at page 445, Ringgold County, Iowa records.

Lots 428 through 440, 442, 444, 453, 465 through 468, 470, 471, 476 through 480,

482 through 499, 700 through 763, 765 through 774 and 777 through 780 of North Shore Heights, according to the plat thereof recorded September 21, 1975, in Book 2 at page 5, Ringgold County, Iowa records.

Lots 399, 424 and 425 of Treasure Hills South, according to the plat thereof recorded.

Lots 626 through 680 of South Ridge Park, according to the plat thereof recorded March 8, 1988, in Book 2 at page 23, Ringgold County, Iowa records.

Lots 250 through 258, 264, 265, 268 through 273, 282, 283, 285 through 299, 782 through 789 of Valley retreat, according to the plat thereof, recorded November 25, 1981, in Book 2 at page 13, Ringgold County, Iowa records.

Lots 219, 225, 226 of Paradise Point, according to the plat thereof recorded August 21, 1975, in Book 1 at page 445, Ringgold County, Iowa records.

Lots 428 through 440, 442, 444, 453, 465 through 468, 470, 471, 476 through 480, 482 through 499, 700 through 763, 765 through 774 and 777 through 780 of North Shore Heights, according to the plat thereof recorded September 21, 1975, in Book 2 at page 5, Ringgold County, Iowa records.

Lots 399, 424 and 425 of Treasure Hills South, according to the plat thereof August 21, 1975, in Book 1 at page 446. Ringgold County, Iowa records.

Lots 626 through 680 of South Ridge Park, according to the plat thereof recorded March 8, 1988, in Book 2 at page 23, Ringgold County, Iowa records.

Lots 250 through 258, 264, 265, 268 through 273, 282, 283, 285 through 299, 782 through 789 of Valley Retreat, according to the plat thereof, recorded November 25, 1981, in Book 2 at page 13, Ringgold County, Iowa records.

Lots 219, 225, 226 of Paradise Point, according to the plat thereof recorded August 21, 1975, in Book 1 at page 445, Ringgold County, Iowa records.

Lots 428 through 440, 442, 444, 453, 465 through 468, 470, 471, 476 through 480, 482 through 499, 700 through 763, 765 through 774 and 777 through 780 of North Shore Heights, according to the plat thereof recorded September 21, 1975, in Book 2 at page 5, Ringgold County, Iowa records.

Lots 1, 3, 5, 6, 8 through 10, 13, 26 through 31, 48, 49, 58, 59, 67 through 69, 71, 73, 80, 84, 85, 88 through 98, 100, 106, 107, 110 through 117, 122, 126, 127, 128, 151, 153 through 156, 158 through 169, 172, 173, 180, 184 through 187, 189 through 196, 198, 206 through 208 and 214 of Westview, according to the plat thereof recorded March 12, 1973, in Book 1 at page 436, Ringgold County, Iowa records.

2. Pursuant to the provisions of the Declaration, all of said lots are designated single family residential. Pursuant to Article II A 1 of the Declaration, dwellings constructed on thereon shall have fully enclosed floor areas (exclusive of roofed or unroofed porches, terraces, garages, carports or other out buildings) not less than 800 square feet with a minimum of 800 square feet on the ground floor.

3. Each of said Lots shall carry with it as an appurtenance a membership in the Sun Valley Iowa Lake Association, subjecting said Lots and the owner thereof to the privileges and obligations pertaining to such membership as set forth in the Association's Articles and By-laws.

4. Pursuant to the provisions of the Declaration, the following property is designated as Common Property, and shall be used as private streets and roads:

Treasure Hills Subdivision:	Hornet Hollow Lane	Bee Tree Lane	Edge Hill Drive
	Hummingbird Lane	Redbird Lane	Blackbird Lane
West View Subdivision:	Valley Drive	Fairview Place	Scenic Place
	Crestview Drive	Homestead Lane	Forest Drive
	Lake View Drive	Hillcrest Drive	Hickory Drive
	Green Acres Drive		
Trails End Subdivision:	Morman Trail	Overland Trail	
	Arrowhead Trail	Tomahawk Trail	
South Ridge Park:	Big Bend Road		
Lakeville Hills #2:	Windmill Road		
Crestview Subdivision #2:	Frontier Road		
Hillsdale South:	Indian Point Drive	Canoe Lane	Deer Trail
Old Hickory Estates #2:	Indian Point Drive	Choctaw Road	

IN WITNESS WHEREOF, Declarant has executed the Supplemental Declaration the day and year first above written.

PATTEN CORPORATION of IOWA.

By: Matt Miser
 Vice President

**ENTRY NO. 80 - CONTINUED DECLARATORY STATEMENT OF
 COVENANTS AND RESTRICTIONS
 TO RUN WITH LAND**

1. Lots 428 through 440, 442, 444, 453, 465 through 468, 470,471, 476 through 480, 482 through 499, 700 through 763, 765 through 774, and 777 through 780 of North Shore Heights, according to the plat thereof recorded September 21, 1975 in Book 2 at Page 5; and,

Lots 1, 3, 5, 6, 8 through 10,13, 26 through 31, 48, 49, 58, 59, 67 through 69, 71, 73, 80, 84, 85, 88 through 98, 100, 106, 107, 110 through 117, 122, 126, 127, 128, 151, 153 through 156, 158 through 169,172,173,180,184 through 187,189 through 196, 198, 206 through 208 and 214 of Westview, according to the plat recorded March 12, 1973 in Book I at Page 436.

2. Pursuant to the provisions of the Declaration, all of said lots are designated single family residential. Pursuant to Article II A I of the Declaration, dwellings constructed thereon shall have fully enclosed floor areas not less than 80 square feet with a minimum of 800 square feet on the ground floor.

3. Each of said Lots shall carry with it as an appurtenance a membership in The Iowa Lakes Association, subjecting said Lots and the owner thereof to the privileges and obligations pertaining to such membership as set forth in the Association's Articles and By-Laws.

4. Pursuant to the provisions of the Declaration, the following property is designated as Common Property, and shall be used as private streets and roads:

Treasure Hills Subdivision: Hornet Hollow Lane, Bee Tree Lane, Edge Hill Drive, Hummingbird Lane, Redbird Lane, Blackbird Lane

Westview Subdivision: Valley Drive, Fairview Drive, Scenic Place, Crestview Drive, Homestead Lane, Forest Drive, Lake View Drive, Hillcrest Drive, Hickory Drive, Green Acres Drive

Trails End Subdivision: Morman Trail, Overland Trail, Arrowhead Trail, Tomahawk Trail

South Ridge Park: Big Bend

Lakewood Hills #2: Windmill Road

Crestview Subdivision #2: Frontier Road

Hillsdale South: Indian Point Drive, Deer Trail, Canoe Lane

Old Hickory Estates #2: Indian Point Drive, Choctaw Road

Abstracter's Note: Supplemental Declaration signed by Patten Corporation of Iowa, by Matt Miser, Vice Pres.; Attest, John S. Keating, Jr., Asst. Sec. (no seal procured). Duly acknowledged.

**ENTRY NO. 81
AMENDATORY DECLARATION**

Patten Corporation of Iowa, a	Dated: April 20, 1989
Delaware Corporation, by	Filed: April 25, 1989
Richard Salzenstein, Vice Pres.;	Time: 8:45 a.m.
Attest, Ralph E. Lowe, Asst. Sec.,	Book 237 Page 831
to	
Whom Concerned.	

Ringgold County Abstract Co.

Recitals:

Patten Corporation of Iowa, a Delaware corporation duly authorized to transact business in the State of Iowa on April 8, 1988, caused there to be recorded in Book 234 at Page 811 a certain Declaratory Statement of Covenants and Restrictions to Run with The Land.

Said Declaration, in Exhibit A attached thereto, being a Supplemental Declaration of Covenants, there are identified the parcels of real estate in the Sun Valley Lake Development which are encumbered by the Declaration; and,

Article I of the Declaration defines "Owner" as "any person, including Declarant, who holds fee simple title to any Lot in the Sun Valley Lake Subdivision which is at any time subject to the provisions of this Declaration;" and,

Declarant is the owner of 605 lots of the total of 781 lots which are subject to the provisions of the Declaration, and therefore is the owner of a majority of the lots subject to the provisions of the Declaration.

**Declarant amends the said Declaration
and Supplemental Declaration in the following respects:**

The designation of Lots

500, 501, 518, 519, 520, 537, 551, 552, 579, 582, 583, 584, 585, 599, 607, and 622 of Trails End, Subdivision according to the plat thereof recorded May 10, 1973, in Book 1 at Page 437, recorded April 4, 1988 in Book 2 at Page 29 is hereby amended and they are designated as "Campsites". And as to those lots, and those lots only, the following

restrictions shall apply amending Articles I and II of the Declaration. In all other respects said Lots shall be subject to the terms, provisions and conditions of the Declaration.

1. **Definitions.** The following terms as used herein are defined as follows; and, as applicable, Article I of the Declaration is amended to include the following definitions:

A. **“Recreational Vehicles”** means a vehicular type unit initially designed as temporary living quarters for recreational, camping or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. The basic types of recreational vehicles are:

1. **Travel Trailers.** A vehicular unit, mounted on wheels, of such size or weight as not to require special highway movement permits when drawn by a motorized vehicle; initially designed and constructed to provide temporary living quarters for recreational, camping, or travel use; and a body length of no more than 32 feet and a body width of no more than 8 feet when factory equipped for the road.

2. **Truck Camper.** A portable unit, designed to be located onto, or affixed to, the bed or chassis of a truck, constructed to provide temporary living quarters for recreational camping or travel use.

3. **Motor Homes.** A vehicular unit built on a self-propelled motor vehicle chassis, initially designed to provide temporary Living quarters for recreational, camping or travel use.

4. **Camping Trailer.** A vehicular unit mounted on wheels and constructed with collapsible partial side walls which fold for towing by another vehicle and unfold at the campsite and initially designed to provide temporary living quarters for recreational, camping or travel use.

B. **“Tent”** means a movable shelter made of canvas or similar new material and supported by a pole or poles and designed and manufactured to provide temporary living quarters for recreational and camping use.

II. LAND USE.

A. All of said Lots shall be designated and utilized as Campsites. Owners thereof may place thereon tents, recreational vehicles and similar types of vehicles or equipment.

III. CAMPSITE RESTRICTIONS. Without impairing the applicability of the provisions of the Declaration not inconsistent therewith, the following shall be applicable to all Lots designated as Campsites. Each owner or occupant of a Campsite shall be bound to observe and perform the same:

A. All Campsites whether occupied or unoccupied and any improvements placed thereon shall always be maintained in such a manner as to prevent them from becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the Association shall have the right, through its agents and employees, to do so, the costs of which shall be added to the annual assessment to which such Campsite is subject. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed.

B. **Sanitary Waste Disposal.** No owner or occupant of any Campsite shall permit or allow the dumping or placement of any sanitary or other waste anywhere upon any Campsite or elsewhere within the Development except in places designated therefore by the Association or Declarant. No outside toilets shall be erected or maintained on any Campsite. If there has been installed upon a Campsite an apparatus for

connection to the central sewage disposal system constructed within the Development, plumbing fixtures within Recreational Vehicles placed upon the Campsite shall be connected to that sewage disposal system unless the Committee shall, after written request by the owner, otherwise permit.

C. **Fences.** All property lines shall be kept free and open and no fences, hedges, or walls shall be permitted thereon.

D. **Nuisances.** No noxious or offensive activities or nuisances shall be permitted on any Campsite.

E. **Signs.** No person except the Developer shall erect or maintain any sign or advertisement on a Campsite.

F. **Animals.** No animals shall be kept or maintained on any Campsite except the usual household pets. Pets shall be kept confined so as not to become a nuisance. Unless otherwise approved by the Committee, pets shall be kept on leashes. All pets must be inoculated against rabies.

G. **Limit of Occupancy.** Except with the consent of the Committee, no more than one camping unit may be erected or placed upon a Campsite.

H. **Garbage and Refuse Disposal.** No person shall burn trash, garbage or other like refuse on any Campsite. All such refuse shall be placed and kept in approved receptacles for the same. No owner shall permit the accumulation of Litter or refuse or junk vehicles on a Campsite.

I. **Campsite Accessories.** Notwithstanding any provisions herein contained to the contrary, picnic tables, benches, storage sheds, fire boxes or fireplaces and similar items of personal property providing they are the types which meet the standards published in the Association Rules and Regulations, may be placed on a Campsite. All personal property on a Campsite shall be maintained in good condition so as not to become unsightly. Owners wishing to erect tents upon a Campsite may do so.

J. **Ditches and Swales.** Each owner shall keep drainage ditches and swales located on his Campsite free and unobstructed and in good repair and shall provide for the installation of such culverts upon his Campsite as may be reasonably required for proper drainage. He shall also prevent erosion on his Campsite.

K. **Drilling and Mining.** No drilling, refining, quarrying, or mining operation of any kind shall be permitted, nor shall drilling for water or digging of water wells be permitted on any Campsite.

L. **Structural Repairs.** Any structure or material on any Campsite which may be destroyed in whole or in part by fire, windstorm, or other cause must be removed from the Campsite and the Campsite restored to a sightly condition with reasonable promptness.

M. **Rental or Campsites.** No owner, other than Declarant, its corporate successors, and assigns, shall ever rent or offer for rental any Campsite within the Development. Declarant specifically reserves the right to offer rental and rent or lease any Campsite owned by it.

The foregoing Supplemental Restrictive Covenants shall be applicable to Lots 500, 501, 518, 519, 520, 537, 551, 552, 579, 582, 583, 584, 585, 599, 607, and 622 of Trails End Subdivision, according to the plat thereof recorded May 10, 1973 in Book 1 at Page 437.

It is further declared that as to Lots 250 through 258, 260 through 262, 264, 265, 268 through 273, 282, 282A, 283, 283A, 285 through 299, 782 through 789 of Valley Retreat Subdivision, according to the plat thereof recorded November 25, 1981 in Book 2 at Page 13, said Declaration and Exhibit "A" thereto are hereby further amended in the following respects:

The designation of said Lots as single-family residential lots is hereby amended and they are designated as Mobile Home Lots. And as to those Lot, and those Lots only, the following restrictive covenants shall be applicable.

Article I of the Declaration is amended to include the following definition:

"Mobile Home" means a structure, transportable in one or more sections, which in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and, which when placed upon a lot, is no more than four years old.

Each such mobile home shall be completely skirted or underpinned by brick, blocks, masonry, or material similar to the outside covering of the mobile home.

In all other respects the provisions of the Declaration and Exhibit "A" thereto shall be applicable to the aforesaid Lots.