

GENERAL RULES AND REGULATIONS

SUN VALLEY IOWA LAKE ASSOCIATION

I. GENERAL.

The following are the Rules and Regulations (“Rules”), effective January 1, 2021, pertain to the conduct and use of the Owners of the Lots and Common Areas within the Sun Valley Lake Development. The Rules are established to help protect and provide a peaceful and orderly environment for the Development. It is the responsibility of the Board to administer and enforce the Rules; however, it is the responsibility of each Owner to become thoroughly familiar with and to adhere to the Rules.

The Rules have been duly adopted by the Board of Directors of the Sun Valley Iowa Lake Association (“SVILA”). All words and phrases defined in the Bylaws for SVILA and the Declaratory Statement of Covenants and Restrictions, as amended and/or supplemented (“Declaration”) shall have the same meaning when used herein. The Rules are supplementary to and not in lieu of the governing documents of the Development, including the Bylaws and Declaration. These Rules apply to all Owners, occupants, guests, or any persons claiming under them. The Board has the sole authority to interpret the rules provided such interpretation is not arbitrary or capricious.

II. USE OF LOTS.

A. SINGLE FAMILY RESIDENTIAL. Only single-family dwellings and such out-buildings 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 out-buildings) 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 lake-front 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 may 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.

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 out-buildings shall be erected on any lot or Parcel prior to the erection thereon of a dwelling. In no event shall any such accessory out-building, 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. The Association may remove any such nuisance or repair or complete the same at the cost/expense 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 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 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 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.
- 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.
- 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.

- 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.
- S. ENVIRONMENTAL CONTROL COMMITTEE. 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.

V. PROCEDURES AND ENFORCEMENT.

The Association may proceed to enforce these Rules as per the Declaration and Bylaws. Enforcement may include assessment of fines or restricting access to the Associations Common Areas including but not limited to the lake, clubhouse, and picnic areas.

10/10/2020