

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH RIDGE SUBDIVISION PART 1**

THIS DECLARATION, is made on the date hereinafter set forth by Moyna Holdings, Inc., hereinafter referred to as "Declarant".

### **WITNESSETH**

WHEREAS, Declarant is the owner of certain property in the City of Kalona, County of Washington, State of Iowa, which is more particularly described as:

Lots 1 through 64, inclusive, and Outlot A and Outlot B of North Ridge Subdivision Part 1 in the City of Kalona, Washington County, Iowa, according to the recorded plat thereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

### **ARTICLE I DEFINITIONS**

SECTION 1. "Common Area" shall mean and refer to Outlot A of North Ridge Subdivision Part 1 in the City of Kalona, Washington County, Iowa, according to the recorded Plat thereof, which shall be owned by The North Ridge Subdivision Outlot A Homeowner's Association for the common use and enjoyment of the owners of Lots 27 – 38, inclusive, and Lots 54 – 64, inclusive, which shall be known as the "Common Area Lots". The Declarant may increase the number of Common Area Lots to include lots in a future phase of North Ridge Subdivision which are adjacent to Outlot A.

SECTION 2. "Declarant" shall mean and refer to Moyna Holdings, Inc., the developer of North Ridge Subdivision Part 1, its successors and assigns if Moyna Holdings, Inc. has specifically assigned its rights as Declarant to such successors or assigns.

SECTION 3. "Dwelling Unit" shall mean and refer to any portion of a conventionally built, site-built structure situated upon the properties designed for occupancy by a single family.

SECTION 4. "Living Area" shall mean that portion of a Dwelling Unit which is enclosed and customarily used for dwelling purposes and having not less than six feet (6') head room, but shall not include open porches, screened porches, open terraces, decks, breezeways, attached garages, carports or accessory buildings.

SECTION 5. "Lot" shall mean and refer to each of Lots 1 through 64, inclusive, of North Ridge Subdivision Part 1 in the City of Kalona, Washington County, Iowa, according to the recorded plat thereof.

SECTION 6. "Multi-Family Dwelling" shall mean a structure containing two (2) or more Dwelling Units.

SECTION 7. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title or undivided fee interest including contract purchasers to any Lot which is part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 8. "Outlot A Association" shall mean and refer to North Ridge Subdivision Part 1 Outlot A Homeowner's Association, its successors, and assigns. The North Ridge Subdivision Outlot A Homeowner's Association shall be a non-profit corporation organized under the laws of the State of Iowa.

SECTION 9. "Single-Family" shall mean one (1) or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three (3) persons not all related, together with domestic servants, maintaining a common household.

SECTION 10. "Single-Family Home" shall mean a structure, the entirety of which is, designed and intended for use as a Dwelling Unit.

SECTION 11. "Story" shall mean that portion of a Dwelling Unit included between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and the ceiling next above.

SECTION 12. "Structure" shall mean a building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, attached or projecting, shall be construed to be a separate structure.

SECTION 13. "Zero Lot Line Home" shall mean a Single-Family Home constructed so that all or portions of one of side of such home (and such fences or masonry walls extending from such side or sides) are situated on the side boundary lines of the Lot.

## ARTICLE II ARCHITECTURAL CONTROL

SECTION 1. DECLARANT'S APPROVAL REQUIRED. Prior written approval shall be obtained from the Declarant with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, prior to the construction of any structure or the installation of any landscaping, two sets of plans and specification for such proposed structure or landscaping shall be submitted to the Declarant for review to determine compliance with the covenants, conditions, and restrictions of this Declaration. The plans and specifications shall show the nature, kind, shape, elevations, heights, materials, color, location, grade and any other matter having a visual impact on the lot. The submitted plans and specifications shall also set forth a time schedule for construction of improvements, and in no event will plans and specifications be approved when the proposed construction will take longer than twelve (12) months. The Declarant shall approve or disapprove the submitted material within a period of thirty (30) days after receipt of all of the required documentation and in the event of disapproval, shall specify

the exact reasons therefore to enable the applicant to correct the defect and obtain approval.

SECTION 2. VARIANCE. Notwithstanding anything herein to the contrary, the Declarant may, until such time as a Lot has been developed, grant a variance from any of the restrictions and covenants imposed herein as long as the Declarant, at Declarant's sole discretion, determines that such a variance is in the best interest of the development as a whole. At such time as a Lot has been developed (a Single-Family Home or Multi-Family Dwelling has been completed upon the Lot), Declarant's ability to grant variances with respect to that Lot shall terminate.

### ARTICLE III GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Declarant, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other property provisions which shall remain in full force and effect.

SECTION 3. DURATION; AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-one (21) years from the date this Declaration is recorded, and may be extended for successive periods of twenty-one (21) years thereafter under Sections 614.24 and 614.25, Code of Iowa, 2020; provided, however that any easements created by this Declaration or the subdivision plat shall be perpetual in nature. This Declaration may be amended by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots. Any such amendment shall be recorded.

SECTION 4. INTERPRETATION. Wherever used in this Declaration, unless the context clearly indicates otherwise, the use of the singular shall include the plural and be applicable to either gender.

### ARTICLE IV GENERAL RESTRICTIONS

SECTION 1. LAND USE - SINGLE FAMILY HOME. Except as provided at Section 2 of this Article IV, the Lots of North Ridge Subdivision Part 1 shall be used only as lots for Single-Family Homes. No building shall be erected on any Lot except one Single-Family Home designed for occupancy by a single family.

SECTION 2. MULTI-FAMILY DWELLING. Upon the Declarant's prior written approval, Lots 39 through 41, inclusive, may be used for duplexes and triplexes.

SECTION 3. ZERO LOT LINE HOME. Upon the Declarant's prior written approval, Lots 16 through 25, inclusive, may be used for Zero Lot Line Homes.

SECTION 4. GENERAL RESTRICTION. Except for a storage structure as described at Article IV, Section 7(d)(6), and a Declarant approved detached structure as described at Article VII, Section 2, no separate structure, including a garage, dog kennel, or dog run shall be erected on any Lot. "Manufactured homes" as defined in Section 321.1(36B), Iowa Code (2020), "Manufactured or mobile homes" as defined in Section 321.1(36C)(a), Iowa Code (2020), "Travel trailers" as defined in Section Iowa Code (2020), and modular homes are prohibited on all Lots.

SECTION 5. SUBDIVISION OF LOTS. No Lot shall be subdivided or re-subdivided to make smaller Lots. This restriction shall not prevent an Owner of two (2) or more contiguous Lots from building one (1) Single-Family Home on more than one (1) platted Lots or two (2) Single-Family Homes on three (3) or more adjoining platted Lots as shown on the plat of the subdivision; provided, such Owner or Owners replat said Lots following all platting procedures required under the ordinances of the County of Washington, City of Kalona, and the statutes of the State of Iowa, to the end that said Lots are combined and only one (1) structure is erected on each such re-platted Lot. This restriction shall not prevent an Owner of two (2) or more contiguous Lots from building one (1) Multi-Family Dwelling on more than one (1) adjoining Lot of the platted Lots identified at Section 2, above.

SECTION 6. QUALITY OF STRUCTURES. It is the intention and purpose of this Declaration to ensure that all structures shall be of a quality and design, workmanship and materials which are compatible and harmonious with the natural setting of the area and other structures within the subdivision. All structures shall be Constructed in accordance with applicable government building codes and with more restrictive standards that may be required by the Declarant, including exterior color. Only conventionally built structures shall be allowed. Split-foyers, A-frames, and dome structures shall not be permitted. No mobile homes shall be allowed. No pre-fabricated, factory-built, pre-cut, or commercially manufactured structures or Dwelling Units shall be allowed. Panelized construction is permitted with Declarant's prior approval.

SECTION 7. STRUCTURAL RESTRICTIONS. No structure shall be erected or permitted exceeding two (2) stories in height above grade. No Dwelling Unit shall be erected or permitted except in compliance with the following restrictions:

- a. A Single-Family Home shall have the following square footage requirements:
  1. With respect to Lots 1-5, inclusive, and Lot 15, inclusive, no single-story Single-Family Home shall be erected on any Lot having a ground floor Living Area of less than one thousand five hundred (1,500) square feet. No one and one-half (1½) or two (2) story Single-Family Home shall be erected on any Lot having a ground floor Living Area of less than nine hundred (900) square feet and no less than one thousand eight hundred (1,800) square feet total living space above ground.
  2. With respect to Lots 6-14, inclusive, no single-story Single-Family Home shall be erected on any Lot having a ground floor Living Area of less than one thousand eight hundred (1,800) square feet. No one and one-half (1½)

or two (2) story Single-Family Home shall be erected on any Lot having a ground floor Living Area of less than one thousand (1,000) square feet and no less than two thousand (2,000) square feet total living space above ground.

3. With respect to Lots 16-25, inclusive, and Lots 39-41, inclusive, no single-story Single-Family shall be erected on any Lot having a ground floor Living Area of less than one thousand five hundred (1,500) square feet. No one and one-half (1½) or two (2) story Single-Family Home shall be erected on any Lot having a ground floor Living Area of less than nine hundred (900) square feet, and no less than one thousand eight hundred (1,800) square feet total living space above ground.
4. With respect to Lots 26-38, 42-53, 54-64 inclusive, no single story single-story Single-Family Home Dwelling Unit shall be erected on any Lot having a ground floor Living Area of less than one thousand two hundred (1,200) square feet. No one and one-half (1½) or two (2) story Single-Family Home shall be erected on any Lot having a ground floor Living Area of less than eight hundred (800) square feet and no less than one thousand six hundred (1,600) square feet total living space above ground.

b. A Multi-Family Dwelling shall have the following square footage requirements:

1. With respect to Lots 16-25, inclusive, and Lots 39-41 inclusive, no single-story Multi-Family Dwelling unit shall be erected on any Lot having a ground floor Living Area of less than one thousand two hundred (1,200) square feet. No one and one-half (1½) or two (2) story Multi-Family Dwelling unit shall be erected on any Lot having a ground floor Living Area of less than seven hundred fifty (750) square feet and no less than one thousand five hundred (1,500) square feet total living space above ground.

c. Minimum Square Footage by Lot Number

Lot #'s	Single-Family Home			Multi-Family Dwelling Unit		
	Ground Floor Minimum	Total min. above-ground		Ground Floor Minimum	Total minimum above-ground	
	Single-Story	1½ - 2 Story		Single-Story	1½ - 2 Story	
1-5 & 15-16	1,500 ft <sup>2</sup>	900 ft <sup>2</sup>	1,800 ft <sup>2</sup>	N/A	N/A	N/A
6-14	1,800 ft <sup>2</sup>	1,000 ft <sup>2</sup>	2,000 ft <sup>2</sup>	N/A	N/A	N/A
16-25 & 39-41	1,500 ft <sup>2</sup>	900 ft <sup>2</sup>	1,800 ft <sup>2</sup>	1,200 ft <sup>2</sup>	750 ft <sup>2</sup>	1,500 ft <sup>2</sup>
26-38 & 42-53 & 54-64	1,200 ft <sup>2</sup>	800 ft <sup>2</sup>	1,600 ft <sup>2</sup>	N/A	N/A	N/A

- d. Unless the requirement is waived by the Declarant, all Single-Family Dwelling Units and all duplex Multi-Family Dwelling Units must include a minimum of a two-car and a maximum of a four-car attached garage. Triplex Multi-Family Dwelling Units must include a minimum of a one-car garage. Side-loading garages are encouraged whenever possible.

1. No garage door on an attached garage shall be more than ten (10) feet high.
  2. No attached garage shall be utilized for other than the purpose of parking and storage of vehicles and other types of items normally stored in garages in first-class residential neighborhoods.
  3. No attached garage may be converted into or used for living space.
  4. No detached garages are allowed.
  5. All garages must be located on the high-side elevation of the Lot unless the Declarant approves an alternate location.
  6. A storage structure shall be permitted in a rear yard, and shall be limited to one per Lot and shall be no larger than two hundred eighty-eight square feet (288 ft<sup>2</sup>) in ground floor area, and no longer than twenty-four feet (24') in length, and no taller than twelve feet (12') at the peak of the roof line. Such storage structure shall be constructed of the same materials, and have siding of the same material and color as the Dwelling Unit on the Lot. A decorative lawn structure, such as a gazebo, is permitted and shall be limited to one per lot, and shall be no larger than three-hundred square feet in ground floor area and no taller than twelve feet (12') at the peak of the roof line, and must be constructed to the rear of the residential structure.
- e. All Dwelling Units must be constructed on a basement foundation, unless an alternate foundation is approved by the Declarant.
  - f. Except for Lots bordering a street with a grade change in excess of 3%, the elevation of the top of the foundation of a Dwelling Unit on the Lot shall be no more than eighteen inches (18") above the street curb at the centerline of the Lot. The Declarant may approve a variance, and shall establish the elevation of the top of the foundation of a Dwelling Unit on Lots bordering a street with a grade change in excess of three percent (3%).
  - g. No structure may be moved upon any Lot from any other location.

**SECTION 8. LOCATION OF STRUCTURES ON LOTS.** The Declarant deems that the establishment of standard building setback lines for location of structures on Lots is compatible with the objective of preserving the natural setting of the area and preserving it and enhancing the existing features of natural beauty and visual continuity of the area. The Declarant therefore has established the minimum setbacks, which are set forth on the final plat of North Ridge Subdivision Part 1. All Dwelling Units shall present their most attractive fronts to the street upon which the Lot abuts. Each Dwelling Unit shall be placed on the Lot so that the front of the Dwelling Unit runs parallel to the street upon which the Lot abuts.

**SECTION 9. TEMPORARY STRUCTURES.** No trailer, mobile home, recreational vehicle, tent, shack or other structure except as otherwise permitted herein, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent. Temporary structures used during the construction of the Dwelling Unit shall be on the same Lot as the structure. Said temporary structures shall be removed

upon completion of construction. No Dwelling Unit or any other building shall be moved onto a Lot for residential or any other purpose.

**SECTION 10. COMPLETION OF CONSTRUCTION.** Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof and construction of any Dwelling Unit shall be completed within one (1) year of the commencement of the construction, except that such period may be extended for a reasonable time by the Declarant by reason of any act of God, labor disputes, or other matters beyond the Owner's or builder's control. No structure shall be deemed completed until installation of approved landscaping. Soil erosion shall be kept to a minimum and within the limits as provided by law. The Owner or builder shall keep mud, dirt, debris, and building materials off of all subdivision streets. The Lot shall be kept in a neat and orderly condition. Unless required for construction purposes, building materials shall be properly stored. Any construction debris or other unusable materials shall be picked up and removed on a regular basis. The Declarant shall have the right to complete or have completed any construction not completed within such time and to:

- a. Recover the costs of same from the Owners; and
- b. Place a lien on the Lot in the amount of such cost.

**SECTION 11. EXCESS EARTH EXCAVATED.** All earth excavated in the construction of a Dwelling Unit and not used upon the Lot under construction shall be removed by the Lot Owner or building contractor, at the Lot Owner's or contractor's expense to such place or places within the North Ridge Subdivision Part 1 as designated by Declarant. If Declarant has no need for such earth and does not want it moved to another location or locations within North Ridge Subdivision Part 1, then such earth shall be removed to some other location outside of North Ridge Subdivision Part 1 by the Lot Owner or building contractor, at the Lot Owner's or contractor's expense.

**SECTION 12. MAINTENANCE OF DWELLING UNITS.** All Dwelling Units, whether occupied or unoccupied, and any improvements placed thereon, at all times shall be maintained in a manner as to prevent Dwelling Units becoming unsightly, unsanitary, or a hazard to health.

**SECTION 13. LOT APPEARANCE.** No Owner shall accumulate on any Lot junked vehicles, litter, refuse, or other unsightly materials. All garbage and refuse shall be kept within the Dwelling Unit.

**SECTION 14. FIREWOOD.** Firewood may be stored within the Dwelling Unit. If stored outside, it shall be stacked immediately adjacent to the rear of the Dwelling Unit in an orderly fashion. If the wood is purchased by the truckload, it must be cut and stacked within two (2) weeks.

**SECTION 15. DRIVEWAY.** All driveways shall be of hard surface construction.

**SECTION 16. OTHER PROHIBITED MATTERS.** No home occupation or profession shall be conducted in a Dwelling Unit, except that:

- a. A professional or quasi-professional person may use the Dwelling Unit as an ancillary or secondary facility to an office established elsewhere, and

- b. A single licensed provider may use the Dwelling Unit to provide child care

The foregoing restrictions as to residence shall not be construed to prohibit a Unit Owner from: (a) maintaining a personal or professional library; (b) keeping personal business or professional records or accounts; or (c) handling personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of these restrictions. Furthermore, nothing herein shall prevent the Declarant from carrying out in the normal course of business, the development, construction, landscaping, improvement and sales of the Lots, upon any Dwelling Unit or other area within or adjacent to the subdivision.

**SECTION 17. LANDSCAPE.** No trees, shrubs, or plantings presently on the Lots shall be removed except where the same will interfere with the construction of the Dwelling Unit erected upon such Lot and then said removal has been approved by the Declarant. All trimmings, in whole or in part, from such growth shall be removed from the premises.

Except for wooded areas to the rear of the Dwelling Unit, within sixty (60) days of completion of the Dwelling Unit upon a Lot, the front yard, side yard(s), and rear yard lawns shall be fully sodded or seeded. A sodded lawn is preferred. All front yards must be sodded or hydroseeded and mulched. Conventional seeding and straw mulch are permitted in back and side yards, provided that the straw mulch is properly tucked to reduce the likelihood that the material would escape from the Lot.

**SECTION 18.** No fences will be installed unless the same are poly-covered black chain link fence construction four feet (4') in height. No fence will extend along any boundaries of the front yard. No fence shall extend closer to the front of the dwelling home than the furthest rear corner of said dwelling. Swimming pools (Article VII, Section 1) may be bordered by a five to six feet high poly-covered black chain link fence or other material approved by Declarant. The Declarant may waive all or any portion of this provision where the fences to be installed would be located in the wooded portions of a lot or for other good reason. Such waiver shall be in writing. Gardens (Article IV, Section 29) may be bordered by a six-foot (6') poly-covered black chain link fence.

**SECTION 19. EXTERIOR WALL, ROOF AND WINDOW MATERIALS.** Not less than twenty-five percent (25%) of the front wall of any structure built upon the Lots shall be brick, stone, or stucco. All other exterior walls on all structures built upon the Lots may only incorporate any of the following: EIFS, brick, stucco, stone, vinyl, or cemplank or an equivalent product. Aluminum, steel, vinyl, horizontal wood lap siding, reverse board and batton (RB&B) or vertical siding.

Roofing materials may incorporate any of the following: Slate, copper, or asphalt shingles with weight not less than two hundred and fifty (250) pounds. Any roof shall have a minimum of 6/12 pitch, unless a lower pitch is approved by the Declarant. Roof forms shall be well organized and consistent in form and pitch on all elevations. Gutters and down spouts shall be used at all eaves. Roof structures such as attic vents, plumbing vents, and exhaust fans shall be located on the rear of the ridge and shall be painted to match the roof color.



Windows may incorporate any of the following: Wood, vinyl, or aluminum clad wood with clear glass or low E glass. No reflective glass will be permitted.

The foregoing requirements, or any one of them, may be waived by Declarant.

**SECTION 20. CLOTHESLINES.** Clotheslines of a permanent nature are prohibited. Clotheslines of a temporary nature are allowed. Temporary clotheslines shall be dismantled or retracted when not in use. Temporary clotheslines shall be so located as not to be visible from the street serving the Dwelling Unit. Clothes shall not remain drying for more than a twenty-four (24) hour period.

**SECTION 21. NUISANCES.** No noxious or offensive activity shall be carried on in or upon any Lot or Dwelling Unit. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot or Dwelling Unit.

**SECTION 22. FIREARMS.** No firearms, air rifles, pellet guns, or BB guns shall be discharged and no hunting of any animals shall be permitted upon any Lot or Dwelling Unit.

**SECTION 23. PETS; CONTROL OF ANIMALS.** No animals of any kind, including but not limited to, livestock, chicken, or fowl, shall be raised, bred, housed, quartered or kept on any Lot or in any Dwelling Unit, except that dogs, cats, and other ordinary household pets may be kept and housed provided they are not kept, bred, housed or maintained for any commercial purpose. Any such domestic animals kept as pets must be restrained and confined and kept off the premises of other Lot Owners. Such domestic pets must be kept quiet and orderly so as not to disturb the peaceful enjoyment of other Lot and Dwelling Unit Owners.

No animal waste shall be permitted to be uncontrolled for a period of more than twenty-four (24) hours on a pet Owner's Lot and must be removed immediately if said animal waste occurs anywhere in the subdivision or on adjacent Lots other than on said pet Owner's Lot. No pens or runs shall be permitted on a Lot. Underground fences such as "invisible fence" shall be permitted for the purpose of restricting or confining domestic animals. No such underground fencing, however, shall encroach onto any easement or within twenty (20) feet of any Lot line.

**SECTION 24. VEHICLES AND PARKING.** No commercial truck, commercial bus, taxicab, or other commercial vehicle of any kind, boat, trailer, camper, recreational vehicle, or motor home shall be parked in any visible location in the subdivision without the prior written approval of the Declarant, except that a recreational vehicle utilized by visitors of a Lot Owner may be parked on a driveway on a Lot for not more than seven (7) consecutive calendar days. Commercial vehicles shall be deemed to include cars and vans in styles normally used for private purposes but painted with or carrying commercial advertising, logos, or business names exceeding five (5) square feet per side or containing visible commercial materials, cargo, tools or equipment on the exterior of the vehicle or that extend beyond the length or width of the vehicle. No oversized/commercial vehicle (a vehicle wider than and/or longer than a standard parking space, nineteen feet (19') maximum, any vehicle that has more than two (2) axles, or those vehicles greater than 6,000 pounds) may park in the subdivision. No disabled vehicle or vehicle on which current registration plates are not displayed shall be parked in the subdivision. The repair

or extraordinary maintenance of vehicles shall not be carried out in a manner that is visible from any Lot. The Declarant may enforce the provisions of this Section by towing any non-complying vehicle at the vehicle owner's sole risk and expense. This provision shall not preclude commercial vehicles located in the subdivision temporarily (less than twenty-four (24) hours) to provide services to a resident.

SECTION 25. SIGNS. No sign, billboard, or advertising device, except those used in the sale of any Lot or Dwelling Unit within the subdivision, shall be placed on any Lot or Dwelling Unit prior to approval of same by the Declarant.

SECTION 26. AGRICULTURAL USE. Declarant shall be allowed to use any platted, but unsold Lots or blocks for agricultural purposes as long as same is done in a husbandry-like manner.

SECTION 27. SOIL EROSION. The lots subject to these Restrictive Covenants are also subject to a natural pollutant discharge elimination system (NPDES) permit. Declarant shall remain responsible for compliance with the NPDES requirements related to each specific Lot until the earlier of (i) a Lot Owner has initiated construction of a Dwelling Unit on the Lot or (ii) twelve (12) months from the date Declarant sells such Lot to the initial new Lot purchaser. The Owner of the Lot shall be responsible for compliance with the NPDES requirements at such time as the Owner begins construction of a home upon any Lot. In the event the Owner of a Lot does not begin construction of a home on a Lot within twelve (12) months of the date of purchase, the Owner shall become responsible for NPDES compliance requirements 365 days after the date of closing of the initial purchase of such Lot from Declarant. The Declarant shall be responsible for providing a copy of the required documentation to the Department of Natural Resources to complete the transfer of the permit obligations to the new Lot Owner. At least thirty (30) days prior to the Owner becoming responsible for compliance with the NPDES requirements, the Owner shall sign a transfer agreement for Stormwater General Permit #2 – Separate Authorization (or such other form as the Iowa Department of Natural Resources or Declarant may require) for delivery by the Declarant to the Department of Natural Resources.

SECTION 28. TREES. Each Lot Owner shall plant, at a minimum, three trees on the Owner's Lot with at least one tree being planted in the front yard. All front yard trees shall be deciduous. The only trees permitted to be planted are deciduous trees with a minimum trunk diameter of three (3) inches of the following types: *Betula nigra* (River Birch); all Lindens; all maples except silver maple; all oak; and thornless honey locust or other species approved by the Declarant, and coniferous trees with a minimum trunk diameter of two (2) inches of the following types: all spruce; all pine (except Austrian); all fir; Ginkgo; or other species approved by the Declarant. Said trees shall be planted by the Owner within one hundred eighty (180) days from the date an Certificate of Occupancy is issued for the lot by the City of Kalona, Iowa. It is the intent of the Declarant to encourage and support shading in this subdivision.

SECTION 29. VEGETABLE AND PRODUCE GARDENS. Vegetable and produce gardens shall be located as not to be visible from the street serving the Dwelling Unit. No vegetable or produce garden shall exceed the lesser of 20 feet by 60 feet (1,200 square feet) or fifteen percent (15%) of the surface area of the rear yard. A six-foot (6') poly-covered chain link fence shall be allowed around the perimeter of the garden area.

ARTICLE V  
ZERO LOT LINE RULES & REGULATIONS

SECTION 1. The common wall connecting the two laterally attached dwelling units shall be a party wall and the owner of each dwelling unit shall have the right to use said wall jointly with the owner of the other dwelling unit as provided by Iowa law, subject to the terms hereof.

SECTION 2. Except as otherwise provided herein, all elements, including but not limited to utilities, water, sanitary sewer, storm sewer, and driveways, shall be separate utilities and the owner of a dwelling unit shall have no right to use said elements jointly with the owner of the other dwelling unit.

SECTION 3. Each Zero Lot Line dwelling unit is subject to a reciprocal easement, extending five feet on either side of the common boundary line for utilities, for the benefit of the Zero Lot Line dwelling unit with which it shares a common wall

SECTION 4. If the common wall or any element therein, is damaged or destroyed or requires maintenance, repair or replacement for any reason, the owner of each dwelling unit shall be jointly and severally liable for the cost of such maintenance, repair or replacement, except that if repair, replacement or restoration is required because of the sole negligent or willful act or omission of the owner of one of the dwelling units, the cost thereof shall be at such owner's sole expense; provided, however, any sum received from insurance coverage shall first be applied to such repair, replacement or restoration. The owner of a dwelling unit may seek indemnification or contribution from any party responsible for damage or destruction.

SECTION 5. The owner of a dwelling unit shall not alter or change the common wall (interior decorations excepted) or any of the pipes or conduits located therein without the express permission of the owner of the other dwelling unit

SECTION 6. The owner of each dwelling unit shall bear the expense of any repairs or replacement of the roof covering his dwelling unit. Each owner shall make all necessary repairs and replacements of his dwelling unit at his own expense in order to maintain the interior, exterior and structural portions of the dwelling unit in good condition. The following provisions shall govern exterior repairs or replacement:

- a. The owner of a dwelling unit may replace exterior components of his dwelling unit with similar components of the same design and color but may not, either in the course of ordinary replacement, remodeling or restoration after damage or destruction, employ different siding, roofing material or a different color scheme, for the components of the dwelling unit (including but not limited to the exterior doors and garage door), unless first obtaining the written consent of the owner of the other dwelling unit, which consent may only be given if the variation in siding, roofing material or color scheme is adopted by the owner of the other dwelling unit and if such variation satisfies other restrictive covenants of record
- b. If any dispute arises concerning a change of siding, roofing materials, or color scheme, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision of the majority of all the arbitrators shall be final and conclusive of the question presented. If

either party refuses or fails to promptly appoint an arbitrator, the same may be appointed by any Judge of the District Court of Iowa in and for Washington County. Arbitration shall be in accordance of the rules of the American Arbitration Association and the cost thereof shall be shared equally by the parties.

SECTION 7. The owner of each dwelling unit shall insure his dwelling unit for 100% replacement value and the proceeds of such policy shall be used to repair, replace, or restore the damaged premises to the same condition that existed before the loss. The owner of each dwelling unit shall coordinate his insurance policy on the premises with the owner of the other dwelling unit in order to assure there is adequate coverage for the unit and all other common aspects, including, but not limited to utilities, water, sanitary sewers, storm sewers, easements and the driveway. The owner of each dwelling unit shall be insured to the extent of his interest in a dwelling unit and any common aspect and should be named as an additional insured on any insurance policy held by the owner of the other dwelling unit. In addition, the mortgagee of each dwelling unit, if any, shall be designated as an insured to the extent of its interest in the dwelling unit, that portion of the insurance proceeds required to replace or repair said common wall or other common aspects shall be paid over to the mortgagee of each respective dwelling unit and shall be distributed by the mortgagee as required to make the repairs or replacement.

SECTION 8. If the common wall is destroyed or damaged by fire or other casualty or by physical deterioration, any owner may restore it, and shall have an easement over the other dwelling unit for purposes of making such restoration and the owner of the other dwelling unit shall contribute to the cost of restoration thereof on an equal basis, without prejudice, however, to the right of any owner to call for a larger contribution from the other owner under any rule of law regarding liability for acts or omissions

SECTION 9. If any portions of a dwelling unit on any Zero Lot Line dwelling unit shall actually encroach upon any other Zero Lot Line dwelling unit, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be deemed to be an easement in favor of the owner of the encroaching dwelling unit to the extent of such encroachment so long as the same shall exist.

SECTION 10. If any repairs, installation or other work is required in the external utility easement area described herein the area shall be returned to the condition prior to such work at the expense of the owner(s) of the dwelling unit(s) benefited by the work. The owner(s) of the dwelling units benefited by the work shall be responsible for the cost of such work, and the cost of repairing damage to the utilities in the easement area and to the dwelling units. All work shall be done in workmanlike fashion by appropriately licensed personnel. The owner of a dwelling unit may seek indemnification or contribution from any party for the cost of the work.

SECTION 11. The owner of each dwelling unit agrees to indemnify and hold harmless the owner of the other dwelling unit for any mechanic's liens arising from work done or materials supplied to make repairs or replacements for which said owner is responsible.

## THE NORTH RIDGE SUBDIVISION OUTLOT A HOMEOWNER'S ASSOCIATION

SECTION 1. The North Ridge Subdivision Outlot A Homeowner's Association (referred to in this Article as Outlot A Association), an Iowa nonprofit corporation, shall be established to maintain the Common Area for the benefit of its members.

SECTION 2. The Owner of each Common Area Lot shall be a member of Outlot A Association. Each member shall be entitled to a vote to be cast by the member's representative. Outlot A Association shall adopt such rules and regulations as a majority of its members deem necessary for the efficient operation of Outlot A Association, which rules and regulations shall be binding upon each Common Area Lot. Outlot A Association shall suspend the voting right of a member for any period during which any assessment against the Common Area Lot upon which the member's dwelling is located remains unpaid.

SECTION 3. Outlot A Association shall meet annually on February 28th to conduct such business as is deemed reasonable and necessary to accomplish the purposes of the Owners Association. A quorum shall consist of a majority of the members. A majority vote of those present shall determine an issue. Outlot A Association shall annually elect a Chairperson, Secretary and Treasurer to administer Outlot A Association's business and accounts. A special meeting may be called by Twenty-five percent (25%) of the members. Outlot A Association shall annually assess each Common Area Lot in order to maintain a fund, deemed sufficient by the Owners Association to defer the Owners Association's costs

### SECTION 4. ASSESSMENTS.

- a. ANNUAL ASSESSMENT. Each Owner of a Common Area Lot, by acceptance of a deed is deemed to covenant and agree, to pay Outlot A Association's periodic assessments. The annual assessment, together with interest, costs, and reasonable attorney fees shall be a charge on the land and, shall be a continuing lien upon the property against which such assessment is made. Each assessment, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title, except expressly assumed by such successor.
- b. EFFECT OF NONPAYMENT OF ASSESSMENT AND REMEDIES FOR OUTLOT A ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. Outlot A Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of the Owner's Lot or Dwelling Unit.
- c. SUBORDINATION OF ASSESSMENT LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any Common Lot or Dwelling Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Dwelling Unit pursuant to mortgage foreclosure or any proceedings in lieu

thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Dwelling Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII  
MISCELLANEOUS

SECTION 1. SWIMMING POOLS. Swimming pools shall be considered to be "Structures" as defined in Article I, Section 12. Above-ground swimming pools are prohibited. Any in-ground swimming pool, the location of same upon any Lot, and protective fencing surrounding the pool shall be subject to the approval of the Declarant. Design and location of swimming pools must receive prior written approval of the Declarant. Swimming pools must be designed, constructed, installed, operated, and maintained pursuant to applicable ordinances and statutes. Swimming pools must be located in the rear yard.

SECTION 2. DETACHED STRUCTURES WITH APPROVAL. Declarant may approve pool houses, greenhouses, and other detached structures.

SECTION 3. UNDERGROUND UTILITIES. All utilities shall be located underground including, but not limited to, telephone, electric, coaxial cable or fiber optic.

SECTION 4. LOCATION OF SATELLITE DISHES. Satellite dishes and exterior antennas shall be considered to be "Structures" as defined in Article I, Section 12. No satellite dishes shall be allowed on any Lot within the subdivision unless located to the rear of the Dwelling Unit on said Lot and shall not exceed thirty inches (30") in size. Exterior television and radio antennas must receive prior approval of the Declarant.

IN WITNESS WHEREOF, the above set forth Declaration of Covenants, Conditions and Restrictions for North Ridge Subdivision Part 1 correctly set forth the provisions of the Declaration as theretofore, and said Declaration having been duly adopted as required by law on this \_\_\_\_ day of \_\_\_\_\_, 2021.

MOYNA HOLDINGS, INC.

By: \_\_\_\_\_  
Date