

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VISTA 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 15, inclusive of Vista 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. "Declarant" shall mean and refer to Moyna Holdings, Inc., the developer of Vista 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 2. "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 3. "Lawn Care" shall mean the process of providing overall care to Vista Ridge Homeowners Association member lot lawns and shall include maintaining and promoting the health of turf and soil by providing treatment including fertilization, weed control, disease management; and mowing, weeding and trimming.

SECTION 4. "Leaf Collection" shall mean the fall collection and removal of fallen leaf accumulation and tree debris and detritus from a lot.

SECTION 5. "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 6. "Lot" shall mean and refer to each of Lots 1 through 15, inclusive, of Vista Ridge Subdivision Part 1 in the City of Kalona, Washington County, Iowa, according to the recorded plat thereof.

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

SECTION 10. "Snow Removal" shall mean the process of removing snowfall accumulations totaling at least two inches (2") within the twenty-four (24) hour period ending between 12:00 AM and 8:00 AM from all hard-surfaced front yard lot surfaces. To the extent permitted by the City of Kalona, snow removal may include making Vista Ridge Drive passable until City crews arrive.

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.

SECTION 13. "Vista Ridge Homeowners Association" shall mean and refer to Vista Ridge Homeowners Association, its successors, and assigns. The Vista Ridge Homeowners Association shall be a non-profit corporation organized under the laws of the State of Iowa.

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 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, The Vista Ridge Homeowners Association, 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, the Vista Ridge Homeowners Association, or 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 for a garden shed and a decorative lawn structure described below, the Lots of Vista 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. No separate structure, including a garage, dog kennel, or dog run shall be erected on any Lot.

SECTION 2. 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 a dwelling unit on more than one adjoining lot of Vista Ridge Subdivision Part 1.

SECTION 3. 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. "Manufactured homes" as defined in Section 321.1(36C), Iowa Code (2022), "Manufactured or mobile homes" as defined in Section 321.1(36D)(a), Iowa Code (2022), "Travel trailers" as defined in Section Iowa Code 321.1(36D)(b), Iowa Code (2022), and modular homes are prohibited on all Lots. 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 4. STRUCTURAL RESTRICTIONS. No structure shall be erected or permitted exceeding one (1) story in height above grade. No Dwelling Unit shall be erected or permitted except in compliance with the following restrictions:

- a. Each single-story Single-Family Home shall have a ground floor Living Area of no less than one thousand one hundred (1,100) square feet.
- b. Unless the requirement is waived by the Declarant, all Dwelling Units shall include a minimum of a two-car and a maximum of a four-car attached garage, each of which shall be subject to the following restrictions:
 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.
- c. A garden shed shall be permitted in a rear yard, and shall be limited to one per Lot and shall be no larger than one hundred twenty square feet (120 ft²) in ground area, and no longer than twelve feet (12') in length, and no taller than twelve feet (12') at the peak of the roof line. Garden sheds 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.
- d. All Dwelling Units must be constructed on a basement foundation, unless an alternate foundation is approved by the Declarant.

- e. 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%).
- f. No structure may be moved upon any Lot from any other location.

SECTION 5. 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 Vista 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 6. 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 7. 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 8. 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 Vista 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 Vista Ridge Subdivision Part 1, then such earth shall be removed to some other location outside of Vista Ridge Subdivision Part 1 by the Lot Owner or building contractor, at the Lot Owner's or contractor's expense.

SECTION 9. 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 10. 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 or stored in a garbage tote or trash can stored to the rear of the Dwelling Unit.

SECTION 11. 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 12. DRIVEWAY. All driveways shall be of hard surface construction.

SECTION 13. OTHER PROHIBITED MATTERS. No home occupation or profession shall be conducted in a Dwelling Unit, except that a professional or quasi-professional person may use the Dwelling Unit as an ancillary or secondary facility to an office established elsewhere.

The foregoing restriction as to a 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 14. LANDSCAPE. 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 15. FENCES. Except for a Declarant-approved swimming pool fence described at Article VII, Section 1 and underground fences such as an "invisible" fence designed for the purpose of domestic animal restriction and confinement installed no closer than three feet (3') from the property line, and located in the rear yard, fences are prohibited. No such underground fencing, however, shall encroach onto any easement shown on the Vista Ridge Subdivision Part 1 Plat.

SECTION 16. 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 17. 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 18. OUTDOOR AMENITIES. Swing sets and other recreational amenities are prohibited. A limited number of lawn ornaments and lawn furniture shall be permitted in accordance with rules established by the Association.

The installation of Christmas or seasonal holiday lights is restricted to the period that begins the day after Thanksgiving through January 14.

Other holiday-related decorations will also be limited for display to a period that encompasses that holiday. Unless otherwise specified, the decoration can be displayed two full calendar weeks prior to the week of the holiday and one full calendar week after. Halloween decorations can be displayed an additional week earlier.

SECTION 19. 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 20. 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 21. 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, runs, or dog houses shall be permitted on a Lot.

SECTION 22. 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 23. 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 24. 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 25. 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 26. TREES. Each Lot Owner shall plant a minimum of two 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 a 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 27. VEGETABLE AND PRODUCE GARDENS. Vegetable and produce gardens shall be located as not to be visible from the street serving the Dwelling Unit. Each vegetable or produce garden shall be a raised garden. No vegetable or produce garden shall exceed 150 square feet or be longer than fifteen feet (15'). A six-foot (6') polycovered chain link fence shall be allowed around the perimeter of the garden area.

ARTICLE V

THE VISTA RIDGE HOMEOWNERS ASSOCIATION

SECTION 1. The Vista Ridge Homeowners Association (referred to in this Article as the Association) an Iowa nonprofit corporation, shall be established to provide lawn care, leaf removal, and snow removal to the subdivision lots for the benefit of its members. The Association shall mow, weed, and trim the two retention basins to be constructed on Outlot A.

SECTION 2. The Owners of each residential Vista Ridge Subdivision Lot (including Part 1, Part 2, and Part 3) shall be members of the Association. The Owners of each Lot shall be entitled to one (1) vote to be cast by the Owners' representative. The Association shall adopt such rules and regulations as a majority of its members deem necessary for the efficient operation of the Association, which rules and regulations shall be binding upon each Vista Ridge Subdivision Part 1 Lot. The Association shall suspend the voting right of a member for any period during which any assessment against the Vista Ridge Subdivision Part 1 Lot upon which the member's dwelling is located remains unpaid.

SECTION 3. The Declarant may enlarge the membership of the Association to include the owners of lots located in Vista Ridge Subdivision Part 2 and Vista Ridge Subdivision Part 3 if located within Outlot B of Vista Ridge Subdivision Part 1.

In the event Declarant enlarges the membership of the Association, the Declarant shall file a supplement to this Declaration identifying the additional lots, the Owners of which shall be members of the Association.

SECTION 4. Vista Ridge 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. Vista Ridge Association shall annually elect a Chairperson, Secretary and Treasurer to administer Vista Ridge Association's business and accounts. A special meeting may be called by Twenty-five percent (25%) of the members. Vista Ridge Association shall annually assess each Vista Ridge Subdivision Part 1 Lot in order to maintain a fund, deemed sufficient by the Owners Association to defer the Owners Association's costs.

SECTION 5. ASSESSMENTS.

- a. ANNUAL ASSESSMENT. Each Owner of a Vista Ridge Subdivision Part 1 Lot, by acceptance of a deed is deemed to covenant and agree, to pay Ridge 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 VISTA RIDGE 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. Vista Ridge 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 Vista Ridge Subdivision Part 1 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 Vista 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 _____, 2022.

MOYNA HOLDINGS, INC.

By: _____
Date