PROTECTIVE COVENANTS AND RESTRICTIONS OF
LAKE MACBRIDE HEIGHTS IMPROVEMENT ASSOCIATION

1. **ASSOCIATION DUTIES:** It will be the Developments responsibility to maintain the well, well house, water system, roads, streetlights, entry signage, legal fees and common area amenities. As such, the Development will be responsible for assessing and collecting sufficient funds from the Owners of the lots to cover the costs of any improvements and the responsibility of the Owners of each lot to pay their share of the costs.

2. **RESIDENTIAL DUTIES:** The primary goal of these protective Covenants and Restrictions are to be respectful and considerate of your neighbors home and property.

3. **QUARTERLY FEES AND LIENS:** The Executive Committee will assess each lot and Owner its share of the cost and expenses of operating the Development.

   a. Each lot owner is required to pay a quarterly assessment to the development to help cover regular operating expenses.
   b. In case of an emergency, each lot owner will be assessed their fair share to help cover the cost of said emergency.
   c. Any household who is delinquent on their association dues for 2 consecutive quarters (6 months) will have a late fee of one and one-half percent (1.5%) per month added to your next quarterly bills moving forward until paid in full.
   d. Unpaid assessments shall constitute a lien against said lot in the Development after 4 quarters (1 year) of no payment.

4. RESIDENTIAL USE RESTRICTION: All Lots shall be used solely for single-family residential purposes and as a private residence for the Owner and the Owner's immediate family. No Lot shall be used for any commercial purpose.

   a. Leasing or rental of any Lot, whether short-term or long-term, is strictly prohibited.
   b. Notwithstanding the foregoing, the property located at 1733 Lake Front Dr NE (Lot 8) is hereby granted a limited grandfathered exception permitting rental use by the current Owner(s). This grandfathered status shall automatically terminate upon any sale, transfer, or conveyance of the property, after which the Lot shall be subject to all provisions of this Section and rental shall no longer be permitted.

   c. Notwithstanding the foregoing, the property located at 1855 Newberry Ave NE, (Lot 29) shall be permitted to continue its existing short-term rental use by the current Owner(s) as of the date of adoption of this Amendment.

d. This grandfathered right is personal to the current Owner(s) of the Grandfathered Lot and shall automatically terminate upon the first to occur of: (a) any sale, transfer, or conveyance of the Lot, whether voluntary or involuntary; (b) cessation of short-term rental use for a period exceeding 12 months or any violation of these Covenants.

e. Upon termination of the grandfathered right, the Grandfathered Lots shall thereafter be subject to all provisions of this Section, and no rental or leasing of any kind shall be permitted.

5. BUILDING PLANS:

a. **Approval Requirement.** All new construction, alterations, and improvements must be approved in writing by the Executive Committee prior to commencement and shall comply with all applicable Johnson County building codes and permitting requirements. Evidence of required permits shall be submitted to the Executive Committee upon request.

b. **Setbacks.** All structures shall maintain a minimum setback of ten (10) feet from all property boundary lines, unless otherwise approved in writing by the Executive Committee or required by applicable law.

c. **Sheds and Accessory Structures.** All sheds or accessory structures must be approved by the Executive Committee prior to installation. Such structures shall be compatible in general appearance and materials with the primary dwelling. No shed shall exceed ten (10) feet by twelve (12) feet in footprint or eight (8) feet in height. Metal or tin sheds are prohibited. Sheds must be maintained in good condition and free from deterioration. Failure to maintain such structures may result in enforcement action pursuant to the Covenants.

d. **Driveways and Parking Surfaces.** Driveways and permanent vehicle parking areas shall be constructed of concrete, asphalt, or compacted gravel, or other materials approved in writing by the Executive Committee.

e. **Utilities.** All utility lines shall be installed underground where reasonably feasible, subject to applicable utility provider requirements and local regulations.

6. **RESTRICTIONS ON USE OF DEVELOPMENT LOTS:**

a. **Nuisances.** Defined by the state of Iowa and Johnson County are not allowed. No Owner shall permit any activity on a Lot that constitutes a nuisance, including

but not limited to excessive noise, odors, or conditions that unreasonably interfere with the use and enjoyment of other Lots.

b. **Pets.** Domestic household pets are permitted, provided they are not kept for commercial purposes and do not become a nuisance or cause damage. Pets must be under control at all times and leashed when outside of enclosed areas. Pet owners are responsible for immediate removal of pet waste.

c. **Livestock and Poultry.** Livestock and poultry are prohibited unless expressly approved in writing by the Executive Committee.

d. **Recreational Vehicles and Equipment.** No more than two (3) recreational vehicles or similar items (including boats, trailers, campers, snowmobiles, or similar equipment) may be stored on any Lot without prior written approval of the Executive Committee. All such items must be maintained in good condition and stored in an orderly manner.

e. **Parking.** On-street parking is permitted on a temporary basis only and shall not exceed fourteen (14) consecutive days for any single vehicle. Vehicles remaining beyond this period may be deemed in violation. After written notice and an opportunity to cure, fines may be assessed in accordance with the Association's enforcement policy. Following this period, the Owner will be asked to remove the vehicle and after 3 written warnings, a $100.00 charge will be added to homeowners dues every quarter.

f. **Garbage and Recycling.** Garbage and recycling containers may be placed at the curb no earlier than twenty-four (24) hours prior to scheduled pickup and must be removed within twenty-four (24) hours after pickup.

g. **Signs.** No permanent signs are permitted on any Lot except those approved or provided by the Development.

h. **Fencing.** All fences must receive prior written approval from the Executive Committee. Fences shall be constructed of approved materials, ornamental and visually stylistic and maintained in good condition. Fencing shall not interfere with drainage, maintenance, or access as determined by the Executive Committee retains the right to demand removal. .

i. **Clotheslines.** Permanent outdoor clotheslines are prohibited.

J. **Play Equipment.** Outdoor play equipment, including swing sets, must be maintained in safe and good condition.

k. **Swimming Pools.** Installation of in-ground swimming pools requires prior written approval of the Executive Committee and retains the right to demand removal . All approved pools must be properly maintained. Above-ground pools are prohibited.

l. **Structures.** Towers, poles, or similar freestanding structures must be located in the rear yard and are subject to Executive Committee approval, excluding flagpoles, light poles, and basketball backboards.

m. **Residential Use.** Each Lot shall be used solely as a private residence for the Owner and/or the Owner's family. Long-term and short-term rentals are prohibited in accordance with Section 4 of these Covenants.

7. **EASEMENTS:** A 10-foot easement is reserved along lot lines for utility installation and maintenance.

8. **WATER SYSTEMS:** All Owners connected to the Development water system shall share equally in the costs of operation, maintenance, repair, and replacement of the common water system. Such costs may be assessed by the Executive Committee in accordance with the Association's assessment procedures.

a. **Shut-Off Valve.** Each Lot shall have a functional water shut-off valve located within the Lot boundary and at least two (2) feet from the connection to the main water line.

b. **Owner Responsibility.** Each Owner shall be responsible for the maintenance, repair, and replacement of the water service line serving their Lot, from the point of connection at the main line to the residence.

c. **Association Responsibility.** The Association shall be responsible for the maintenance, repair, and replacement of the main water lines serving the Development.

d. **Lawn Restoration Reimbursement.** In the event that repair of a main water line performed by or on behalf of the Association requires disturbance of an Owner's lawn, the Association shall reimburse the Owner for reasonable lawn restoration costs, subject to the following maximum amounts:

- Disturbed area up to 500 square feet: $625
- 501 to 1,000 square feet: $1,250
- 1,001 to 1,500 square feet: $1,750
- 1,501 to 3,000 square feet: $2,250

The disturbed area shall be determined by the Executive Committee or its designated contractor. Reimbursement shall be limited to actual restoration costs up to the applicable maximum.

9. **SPEED LIMIT:** Motor vehicles operated within the Development should not exceed speeds of 15 miles per hour (mph).

10. **RECREATIONAL MOTOR VEHICLE OPERATION:** Recreational vehicles can only be operated between 8:00 A.M. – 10:00 P.M. except to and from a residence.

11. **NO TEMPORARY STRUCTURES USED AS A RESIDENCE:** The single-family dwelling is the only permitted residence on a lot. Backyard tenting and short-term visitor camping is limited to fourteen consecutive days.

12. **BUSINESS PROHIBITED:** Residences are not permitted to operate as a commercial business unless approved by the Executive Committee.

13. **HOME BASED CHILD CARE:** Notwithstanding any provision in these Covenants to the contrary regarding (1721 Lake Front Drive NE) business or commercial use, limited home-based childcare operations shall be permitted within the Association, subject to the following conditions:

a. **Permitted Use.**
A "home-based childcare operation" (daycare) is allowed as an accessory residential use, provided it is conducted within a dwelling unit by a resident of the dwelling.

b. **Size Limitation.**
The daycare shall qualify as a "small" operation, defined as caring for no more than 6 children at any one time (excluding the provider's own children), or such lower number as required by applicable law or licensing standards in Iowa.

c. **Compliance with Law.**
All daycare operations must comply with applicable state and local laws, regulations, and licensing requirements, including those administered by the Iowa Department of Health and Human Services and any local zoning ordinances.

d. **No Nuisance / Neighborhood Impact.**
The operation shall not create a nuisance or unreasonably interfere with neighboring properties, including but not limited to excessive noise, traffic, or parking congestion. The Association retains the right to enforce generally applicable nuisance and parking restrictions.

e. **Employees and Traffic.**
Non-resident employees shall be limited to 3 at any one time. Drop-off and pick-up activity must comply with all parking rules of the Association and shall not obstruct streets, sidewalks, or driveways.

f. **Signage.**
No exterior signage identifying the daycare shall be permitted, except as required by law.

g. **No Structural Changes.**
The daycare shall not require exterior modifications or alterations that change the residential character of the property, except as approved by the Association.

h. **Grandfathering.** Any daycare legally operating within the Association prior to the adoption of this provision shall be deemed compliant, provided it continues to meet the general standards set forth herein. Expansion beyond its prior scope must comply with this Section.

i. **Enforcement.**
The Board may adopt reasonable rules and regulations to implement this Section and may suspend the privilege of operating a daycare for repeated or material violations.

14. LOT MAINTENANCE: Each Owner shall maintain their Lot in a neat, clean, and safe condition. Lawns shall be regularly mowed, weeds controlled, and the Lot kept free of trash, debris, and other unsightly materials. Landscaping and exterior areas shall be reasonably maintained so as not to create a nuisance or detract from the appearance of the surrounding properties.

15. **FIREARMS AND FIREWORKS:** The use of firearms and fireworks are prohibited within the development unless a proper permit is obtained and approved by the Executive Committee.

16. ENFORCEMENT: The Executive Committee shall have the authority to enforce these Protective and Restrictive Covenants.

In the event of a violation, the Executive Committee shall provide written notice to the Owner describing the nature of the violation and providing a reasonable period of time to cure such violation.

If the Owner fails to cure the violation within the specified time period, the Executive Committee may:

a. Levy reasonable fines in accordance with the Association’s enforcement policies;

b. Perform or cause to be performed any necessary corrective action, the cost of which shall be assessed against the non-compliant Owner;

c. Suspend any rights or privileges of the Owner as permitted by applicable law; and/or

d. Pursue any legal or equitable remedies available under the law.

Any costs, fines, or assessments imposed under this Section shall be the personal obligation of the Owner and may be collected in the same manner as other Association assessments, including the placement of a lien against the Lot if permitted by law.

17. LIABILITY AND ENFORCEMENT RIGHTS: In the event of a violation or threatened violation of these Covenants, the Executive Committee or any Owner shall have the right to initiate legal or equitable proceedings to enforce these Covenants, including but not limited to actions to enjoin such violation, recover damages, or obtain other appropriate relief.

The prevailing party in any such action shall be entitled to recover reasonable attorneys' fees and costs, to the extent permitted by law.

Failure of the Executive Committee or any Owner to enforce any provision of these Covenants at any time shall not be deemed a waiver of the right to do so thereafter, nor shall it be deemed a waiver of any subsequent violation.

18. QUORUM: A quorum for any meeting of the Association shall consist of not less than thirty percent (30%) of the total voting interests of the Association, present in person or represented by proxy. No business requiring a vote of the members shall be conducted unless a quorum is present.

19. PROXIES: At all meetings of the Association, Owners may vote in person or by written proxy. All proxies shall be in writing, signed by the Owner, and delivered to the Executive Committee prior to the meeting in accordance with any procedures established by the Association.

Each proxy shall be revocable at any time and shall automatically terminate upon conveyance of the Owner's Lot or Unit.

20. VOTING: Each Lot or single-family residence shall be entitled to one (1) vote in the Association. When more than one Owner holds an interest in a Lot, they shall collectively be entitled to one (1) vote per Lot.

Except as otherwise provided in these Covenants, actions requiring a vote of the membership shall be determined by a majority of votes cast at a meeting at which a quorum is present.

Amendments to these Covenants shall require the affirmative vote of at least sixty-seven percent (67%) of the total eligible voting interests of the Association.

21. AMENDMENT: These Covenants may be amended only by the affirmative vote of at least sixty-seven percent (67%) of the total eligible voting interests of the Association.

Written notice of any proposed amendment, including the full text of the proposed change and the date, time, and location of the meeting at which the vote will be held, shall be provided to all Owners not less than ten (10) days prior to such meeting.

22. TERM; BINDING EFFECT: Each Owner, by accepting a deed or other conveyance of a Lot, agrees to be bound by and comply with these Covenants and Restrictions. These Covenants shall run with the land and shall be binding upon and insure to the benefit of all present and future Owners, their heirs, successors, and assigns.

This Declaration is made effective as of the 29 day April**,** 2026.