

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ZANGGER VINTAGE AIRPARK – First Addition (Parcel F)**

INTRODUCTION

The purpose of this document is to convey the intentions of the declarant to enhance and protect the value, attractiveness and desirability of the properties developed, sold and located on and within Zangger Vintage Airpark. The following Covenants, Conditions and Restrictions are designed for the mutual benefit of all property owners while protecting and preserving the airport and surrounding airspace. The Real Estate is subject to the Covenants to insure the tasteful and consistent development of the Real Estate; to protect each lot owner from improper use of surrounding lots that may depreciate the value of their lots; to guard against the erection of buildings improperly designed or built of unsuitable materials; to insure adequate and responsible development of the Real Estate; to encourage the erection of individually designed buildings and attractive improvements on the Real Estate with appropriate locations; to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to insure desired high standards of maintenance; to provide for an owners association to handle maintenance of the Common Areas owned by each of the Owners within the development; and in general, to provide adequately for a residential subdivision of high quality and character. This property was developed with the intention of establishing a residential airpark to promote the enjoyment that general aviation aircraft provide for those with a direct and active interest in aviation.

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ACCORD

- A. Declarant is A&G Property Group, LLC., Owner of fee title to the real property located in Lyon County, Iowa, legally described as:

All lots are within the First Addition (Parcel F) of Zangger Vintage Airpark, situated in the Southwest Quarter (SW¹/₄) of Section Twenty Eight (28) in Township one hundred (100) North, range forty seven (47) West of the 5th Prime Meridian, in Lyon County, Iowa, according to the plat recorded in Book 15, page 43, document 3036 of records of Lyon County, Iowa.

- B. By executing and recording this Declaration with the County Recorder of Lyon County, Iowa, the Declarant intends to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of the Owners of each portion of the Property and establish a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Property. Declarant intends for this Declaration to create equitable servitudes and covenants appurtenant to and running with the Property and which will be binding upon all future Owners of all or any portion of the Property and any other Person acquiring any right, title or interest in or to all or any portion of the Property.
- C. Declarant deems it desirable to provide for the creation of an entity to administer and maintain, repair and replace the Areas of Association Responsibility (as defined in Section 1.7 below) and to provide for the levying and collecting of Assessments and other charges by the Association for the purpose, among other things, of paying all costs and expenses incurred or to be incurred by the Association in connection with the maintenance, repair and replacement and administration of the Common Area and the enforcement of the covenants, conditions and restrictions contained in this Declaration. The Home Owners Association By-Laws and associated documents are on file under separate cover in the office of A&G Property Group, LLC.
- D. It is agreed that aircraft operations and the associated noise with these operations are normal and acceptable. You have waived any legal recourse against any aircraft owner, while operating his aircraft within the guidelines of the Federal Aviation Regulations, on or around this property.
- E. Also, let it be known that this property is located in an agricultural area with a right to farm, and may be subjected, from time to time, to conditions resulting from existing commercial agricultural operations on adjacent lands. Such activities may include, cultivation, harvesting, storage of crops and the application of chemicals which would include the operation of machinery, confined livestock feeding operations and other accepted and customary activities conducted in accordance with federal and state laws. These activities, ordinarily and necessarily, produce noise, odors, dust, smoke, traffic or other related occurrences associated with agricultural production. It is agreed that these are normal and customary occurrences and each lot owner has waived all common law rights to object to these activities which are legally conducted on adjacent lands.
- F. By accepting this document, as a pre-requisite for the purchase of property within **Zangger Vintage Airpark**, you have agreed to all terms set forth in this document and have waived any legal recourse against any action taken by the declarant, the association or any representative of same while enforcing the Covenants, Conditions and Restrictions.

ARTICLE 1

DEFINITIONS

Unless otherwise defined, the following words and phrases when used in this Declaration shall have the meanings set forth in this Article. Exhibits A, B and C are available under separate cover in the office of A&G Property Group, LLC., at 1351 Airport Road N, Larchwood, Iowa, 51241.

- 1.0 **“14 CFR Part 77”** means the Federal Aviation Regulations for the Safe, Efficient Use and Preservation of the Navigable Airspace effective January 18, 2011. Also referenced are all amendments hereafter made to the FAR’s. Exhibit A
- 1.1 **“AC 70/7460-2K”** means the Advisory Circular dealing with Proposed Construction or Alteration of Objects that May Affect the Navigable Airspace... published by the U.S. Department of Transportation. Exhibit B
- 1.2 **“AC 90-66A”** means the Advisory Circular dealing with Recommended Standard Traffic Patterns and Practices for Aeronautical Operations at Airports without Operating Control Towers, as amended. Exhibit C.
- 1.3 **“Accessory Building”** means any freestanding and permanent building not attached to the primary residence
- 1.4 **“Airspace”** means all navigable airspace above and adjacent to “Zangger Vintage Airpark” necessary to comply with State and Federal regulations providing for the safe operation of aircraft.
- 1.5 **“Annual Assessment”** means the assessments levied against each Lot, and the Owner thereof, pursuant to Section 2.2 of the Home Owners Association By-Laws available under separate cover in the office of A&G Property Group, LLC.
- 1.6 **“Architectural Committee”** means the committee created pursuant to Section 3.10 of this Declaration.
- 1.7 **“Areas of Association Responsibility”** means (i) all Common Area; (ii) all land, and the Improvements situated thereon, located within the boundaries of a Lot which the

Association is obligated to maintain, repair and replace pursuant to the terms of this Declaration or the terms of another Recorded document executed by the Association.

- 1.8 **“Articles”** means the Articles of Incorporation of the Association, as amended from time to time.
- 1.9 **“Assessable Lot”** means each Lot other than Lots owned by the Declarant.
- 1.10 **“Assessment”** means an Annual Assessment or Special Assessment.
- 1.11 **“Assessment Lien”** means the lien created and imposed by Article 2 of the Home Owners Association By-Laws available under separate cover.
- 1.12 **“Assessment Period”** means the period set forth in Section 2.4 of the Home Owners Association By-Laws available under separate cover.
- 1.13 **“Association”** means Zangger Vintage Airpark Homeowners Association LLC, and its successors and assigns.
- 1.14 **“Association Documents”** means, collectively, this Declaration, the Articles and Bylaws of the Association, all as amended from time to time.
- 1.15 **“Association Rules”** means the rules adopted by the Board pursuant to Section 1.3 of the Home Owners Association By-Laws, as amended from time to time.
- 1.16 **“Board”** means the Board of Directors of the Association.
- 1.17 **“Bylaws”** means the Bylaws of the Association, as amended from time to time,.
- 1.18 **“Common Area”** means all land, together with all Improvements situated thereon, which the Association at any time owns in fee or in which the Association has a leasehold interest for as long as the Association is the owner of the fee or leasehold interest. This is primarily intended to be the runways and is also considered to be Open Space as defined by Lyon County. There will be an open space easement over the defined common area to restrict and protect against any future building or development.
- 1.19 **“Common Expenses”** means the actual and estimated expenses incurred or anticipated to be incurred by or on behalf of the Association including any allocations to reserves determined by the Board to be necessary and appropriate, and all other financial liabilities of the Association.
- 1.20 **“Declarant”** means **“Zangger Vintage Airpark”**, and any Person to whom it may expressly assign any or all of its rights under this Declaration by a Recorded instrument.
- 1.21 **“Declaration”** means this Declaration of Covenants, Conditions, and Restrictions, as amended from time to time.
- 1.22 **“Design Guidelines”** means the procedures, standards and guidelines adopted by the Architectural Committee pursuant to Section 3.10.1 – 3.10.15 of this Declaration, as amended or supplemented from time to time.
- 1.23 **“FAR 77.25”** Defines the Civil Airport Imaginary Surfaces. Exhibit B.
- 1.24 **“First Mortgage”** means any mortgage or deed of trust on Lot which has priority over all other mortgages and deeds of trust on the same Lot.
- 1.25 **“First Mortgagee”** means the holder or beneficiary of any First Mortgage.
- 1.26 **“Hangar”** means a building, fully enclosed, situated on a Lot which is primarily intended for the parking or storing of aircraft. With the presence of an aircraft - boats, cars, sport utility vehicles, mini-vans or motor homes may also be stored. Square footage should be a minimum of the same as the primary residence main floor but not to exceed three (3) times this amount.
- 1.27 **“Improvement”** means: (i) a Residential Unit, building, flag poles, light poles, wind vanes, windsocks, fence or wall; (ii) any swimming pool, tennis court, basketball goal, backboard or apparatus or playground equipment; (iii) any road, driveway or parking area; (iv) any trees, plants, shrubs, grass or other landscaping improvements of any type and kind; (v) any statuary, fountain, artistic work, craft work, figurine or ornamentation of any type or kind, and (vi) any other structure of any type, kind or nature. No object, natural or otherwise, will be allowed to penetrate the navigable airspace.
- 1.28 **“Lessee”** means the lessee or tenant under a lease, oral or written, of any Lot including an assignee of the lessee’s or tenant’s interest under a lease.
- 1.29 **“Lighting”** means any outdoor lighting that may be offensive or interfere with navigation.

- 1.30 **“Lot”** means a parcel of land within the Project, whether improved or unimproved, intended for independent ownership and use and designated as a “lot” on the Plat and any Residential Unit, building, structure or other Improvements situated thereon.
- 1.31 **“Maintenance”** means care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction.
- 1.32 **“Maintenance Standard”** means the standard of Maintenance of Improvements situated on Lots established from time to time by the Board or, in the absence of any standard established by the Board, the standard of Maintenance of Improvements situated on Lots generally prevailing throughout the Project.
- 1.33 **“Member”** means any Person who is a member of the Association as provided in Section 1.6 of the Home Owners Association By-Laws under separate cover.
- 1.34 **“Motor Vehicle”** includes any powered vehicle, gas or electric.
- 1.35 **“Owner”** means the owner of record, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Lot. Owner shall not include Persons having an interest in a Lot merely as security for the performance of an obligation or a Lessee. Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties of the executory contracts pending the closing of a sale or purchase transaction. In the case of the Lots the fee simple title to which is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of any such trust who is entitled to possession of the trust property shall be deemed to be the Owner.
- 1.36 **“Person”** means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.
- 1.37 **“Plat”** means the plat of **“Zangger Vintage Airpark”** recorded in Book 15, page 43, document 3036, records of Lyon County, Iowa, and all amendments, supplements and corrections thereto.
- 1.38 **“Property”, “Community” or “Project”** means the real property described in Accord A, on page 2 of this document, together with all Improvements located thereon.
- 1.39 **“Purchaser”** means any Person, other than the Declarant, who by means of a voluntary transfer becomes the Owner of a Lot, except for: (i) a Person who purchases a Lot and then leases it to the Declarant for use as a model in connection with the sale or lease of other Lots; or (ii) a person who, in addition to purchasing a Lot, is assigned any or all of the Declarant’s rights under this Declaration.
- 1.40 **“Recording”** means placing an instrument of public record in the office of the County Recorder of Lyon County, Iowa, and **“Recorded”** means having been so placed in public record.
- 1.41 **“Resident”** means each person occupying or residing in any Residential Unit.
- 1.42 **“Residential Unit”** means any building, or portion of a building, situated upon a Lot and designed and intended for independent ownership and for use and occupancy as a single family residence.
- 1.43 **“Runway”** is a "defined rectangular area on a land aerodrome prepared for the landing and take-off of aircraft.
- 1.44 **“Runway Safety Area”** is the cleared, smoothed and graded area around the paved runway. It is kept free from any obstacles that might impede flight or ground roll of aircraft.
- 1.45 **“Special Assessment”** means any assessment levied and assessed pursuant to Section 2.3 of the Home Owners Association By-Laws under separate cover.
- 1.46 **“Taxiway”** means each portion of the Project designated as a taxiway on the Plat. These may be either grass/sod located parallel with each runway and also includes all hard surface roadways for joint auto/aircraft use. **Aircraft have right-of-way.**
- 1.47 **“Visible From Neighboring Property”** means, with respect to any given object, that such object is or would be visible to a natural person six feet tall, standing at ground level on any part of any Lot, the Common Area, any Taxiway or any private or public street within or adjacent to the Project.
- 1.48 **“Zangger Vintage Airpark”** means the general reference to properties in or associated with the Zangger Airport which includes all lots within Parcel F and to also include the Common Area as further defined in this document.

ARTICLE 2

PROPERTY AND PERSONS BOUND BY DECLARATION

- 2.1 **General Declaration.** Declarant is the record owner of fee title to the Property. Declarant intends by this Declaration to impose upon the Property mutually beneficial restrictions in furtherance of the general plan for the development, sale and use of the Property and for the administration, maintenance, preservation, use and enjoyment of the Property. The Declarant declares that all of the Property shall be held, sold, used and conveyed subject to the easements, restrictions, conditions and covenants set forth in this Declaration, which are for the purpose of protecting the value, desirability and appearance of the Property. Declarant further declares all easements, restrictions, conditions and covenants in this Declaration shall run with the Property and shall be binding upon and insure to the benefit of the Declarant and all Owners, Lessees and Residents and all other Persons having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors, successors in title and assigns. By acceptance of a deed or by acquiring any interest in any of the Property, each Person, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, agrees to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such Person by so doing thereby acknowledges that this Declaration sets forth a general plan for the development, sale, lease and use of the Property and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees, lessees and transferees thereof. This Declaration shall also be binding upon and shall be for the benefit of and enforceable by the Association.
- 2.2 **Runway Utilizers Group.** The project is co-located with Zangger Vintage Airpark which consists of certain runways, taxiways and aircraft parking areas within Zangger Vintage Airpark. Each Person who purchases or otherwise becomes the Owner of a Lot shall automatically, upon becoming the Owner of a Lot, be a mandatory member of the "RUG" and shall remain a member of the "RUG", with no option for resignation, until such time as the Person's ownership of a Lot ceases at which time his membership in the "RUG" shall automatically cease. Each Owner shall be obligated to pay dues, fees and charges to the "RUG" in accordance with the Articles of Incorporation and Bylaws of the "RUG". All fees, dues and other charges payable to the "RUG" shall be in addition to the Assessments and other fees, costs and charges payable to the Home Owners Association pursuant to the Association Documents. Membership in the "RUG" grants, aircraft access only, to all of the runways, taxiways and parking areas on Zangger Vintage Airpark and provides for the maintenance of same. A brome grass hedge has been established to help identify the boundaries of each runway and provide peripheral sight cues for limited visibility aircraft. Care must be taken to avoid trampling, driving, walking or mowing this border. It is and shall remain a permanent fixture of each runway. "RUG" membership will also include based hangar tenants and lot owners in the Zangger Addition that wish to utilize the runway and common area.

ARTICLE 3

ARCHITECTURAL CONTROL

- 3.1 **Approval Required.** As used in this Article 3, "Construction" means devegetation, excavation or grading work or the construction, erection or installation of an Improvement on a Lot, and "Modification" means an addition, alteration, repair, change or other work which in any way alters the appearance of any part of a Lot, or the exterior appearance of any Improvement located thereon. *No Construction or Modification shall be made or done without the prior written approval of the Architectural Committee.* Any Owner desiring approval of the Architectural Committee for any Construction or Modification shall submit to the Architectural Committee a written request for approval specifying in detail the nature and extent of the Construction or Modification which the Owner desires to perform. The request for approval must be accompanied by plans or specifications showing the nature, kind, color, shape, height, materials and location of the Improvements and such other information as may be required by the Design Guidelines. Any Owner requesting the approval of the Architectural Committee for any Construction or Modification shall also submit to the Architectural Committee any additional information, plans and specifications which the Architectural Committee may request. In the event that the Architectural Committee fails to approve or disapprove an application for approval within forty-five (45) days after the application, together with any fee payable pursuant to Section 3.5 of this Declaration and all supporting information, plans and specifications requested by the Architectural Committee, have been submitted to the Architectural Committee, approval will not be required and this Section will be deemed to have been complied with by the Owner who requested approval of such plans; provided, however, that the Architectural Committee may extend the time period an additional (45) days to approve or disapprove an application by giving written notice of such extension to the Owner requesting approval within forty-five (45) days after the application, together with the applicable fee and all supporting information, plans and specifications were initially submitted to the Architectural Committee. The approval by the Architectural Committee of any

Construction or Modification shall not be deemed a waiver of the Architectural Committee's right to withhold approval of any similar Construction or Modification subsequently submitted for approval.

- 3.2 **Review of Plans.** The Architectural Committee may disapprove plans and specifications for any Construction or Modification if the Architectural Committee determines, in its sole and absolute discretion, that the proposed Construction or Modification violates any provision of this Declaration or the Design Guidelines beginning at 3.10.1 of this document. In addition, the Architectural Committee may disapprove plans and specifications for any Construction or Modification even though the plans and specifications may be in substantial compliance with this Declaration and the Design Guidelines if the Architectural Committee, in its sole and absolute discretion, determines that the proposed Construction or Modification, or some aspect or portion thereof, is unsatisfactory or aesthetically unacceptable. In reviewing the proposed plans and specifications, the Architectural Committee may consider any and all factors which the Architectural Committee, in its sole and absolute discretion, determines to be relevant including, but not limited to: (i) the harmony of the proposed Improvements with existing Improvements in the Project or with Improvements previously approved by the Architectural Committee but not yet constructed; (ii) the proposed location of the proposed Improvements in relation to existing topography, finished grade elevations, roads, Common Area and other structures; and (iii) the exterior design, finish materials and the color of the proposed Improvements. The Architectural Committee may approve plans and specifications which fail in some material way to comply with the requirements of this Declaration or the Design Guidelines if the Architectural Committee, in its sole and absolute discretion, determines that some particular feature of the Lot or the proposed Improvements allows the objectives of the violated requirements of this Declaration or the Design Guidelines to be substantially achieved. Also, the Architectural Committee may approve plans and specifications which fail to comply with the requirements of this Declaration or the Design Guidelines if the Architectural Committee, in its sole and absolute discretion, determines that the failure is not material. The provisions of this Article do not apply to, and approval of the Architectural Committee shall not be required for the Construction or Modification made by, or on behalf of, the Declarant. The approval required of the Architectural Committee pursuant to this Article shall be in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation.
- 3.3 **Construction of Improvements.** Upon receipt of approval from the Architectural Committee for any Construction or Modification, the Owner who had requested such approval shall proceed to perform the Construction or Modification approved by the Architectural Committee as soon as practicable and shall diligently pursue such work so that the approved Construction or Modification is completed as soon as is reasonably practicable and within such time as may be prescribed by the Architectural Committee.
- 3.4 **No Changes Without Approval.** Any Construction or Modification approved by the Architectural Committee must be done or performed in accordance with the plans and specifications approved by the Architectural Committee. No change, deletion or addition to the plans and specification approved by the Architectural Committee may be made without the prior written approval of the Architectural Committee.
- 3.5 **Review Fee.** The Architectural Committee shall have the right to charge a fee for reviewing requests for approval of any Construction or Modification, which fee shall be payable at the time the application for approval is submitted to the Architectural Committee. The fee charge by the Architectural Committee may include the actual or estimated fees or costs incurred or anticipated to be incurred by the Architectural Committee in consulting with an architect or engineer with respect to the plans submitted.
- 3.6 **New Construction.** All Improvements constructed on Lots shall be of new construction, and no buildings or other structures shall be removed from other locations on to any Lot.
- 3.7 **No Warranty.** The Approval by the Architectural Committee of any Construction or Modification shall not be deemed a warranty or representation by the Architectural Committee as to the quality of such Construction or Modification or that such Construction or modification conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation that may also apply.
- 3.8 **Conditional Approval.** The Architectural Committee may condition its approval of plans and specifications upon the agreement by the Owner submitting such plans and specifications to furnish to the Association a bond or other security acceptable to the Architectural Committee in an amount determined by the Architectural Committee to be reasonably sufficient to: (i) assure the completion of the proposed Improvements or the availability of funds adequate to remedy any nuisance or unsightly conditions occurring as a result of the partial completion of such Improvement, and (ii) repair any damage which might be caused to any Area of Association Responsibility as a result of such work. Provided there is no damage caused to any Area of Association Responsibility by the Owner or its agents or contractors, any such bond shall be fully refundable to the Owner upon: (i) the completion of the Improvements in accordance with the plans and specifications approved by the Architectural Committee; and (ii) the Owner's written request to the Architectural Committee.

- 3.9 **Improvements to Areas of Association Responsibility.** If the plans and specifications pertain to an Improvement which is within an Area of Association Responsibility so that the Association is responsible for the maintenance, repair and replacement of such Improvement, the Architectural Committee may condition its approval of the plans and specifications for the proposed Construction or Modification on the agreement of the Owner to reimburse the Association for the future cost of the repair, maintenance or replacement of such Improvement.
- 3.10 **Architectural Committee.** So long as the Declarant owns any Lot in the Zangger Vintage Airpark properties, other than their primary residence, the Declarant shall have the sole right to determine the number of members on the Architectural Committee and to appoint and remove the members of the Architectural Committee. At such time as the Declarant no longer owns any Lot other than their primary residence, the Board shall determine the number of members on the Architectural Committee, and the members of the Architectural Committee shall be appointed by the Board. The Declarant may at any time voluntarily surrender its right to appoint and remove the members of the Architectural Committee, and in that event the Declarant may require, for so long as the Declarant owns any Lot, that specified actions of the Architectural Committee, as described in a Recorded instrument executed by the Declarant, be approved by the Declarant before they become effective. The Architectural Committee may adopt, amend and repeal architectural guidelines, standards and procedures to be used in rendering its decisions. Such guidelines, standards and procedures may include, without limitation, provisions regarding; (i) the size and height of Residential Units; (ii) architectural design, with particular regard to the harmony of the design with the surrounding structures and topography; (iii) placement of Residential Units and other buildings; (iv) landscaping design, content and conformance with the character of the Property and permitted and prohibited plants; (v) requirements concerning exterior color schemes, exterior finishes and materials; (vi) signage; and (vii) perimeter and screen wall design and appearance. The decision of the Architectural Committee shall be final on all matters submitted to it pursuant to this Declaration. The Architectural Committee may establish one or more subcommittees consisting of one or more members of the Architectural Committee and may delegate to such subcommittee or subcommittees the authority and power of the Architectural Committee to approve or disapprove the construction, installation or alteration of Improvements within a specified portion of the Community.

Design Guidelines

- 3.10.1 Primary residence dwellings will be limited to single story dwellings on lots adjacent to any runway.
- 3.10.2 Accessory building - will generally be considered to be an aircraft hangar with the dimensions and door sizes appropriately considered. Minimum dimensions will be 50' x 36' with a 40' x 9' door. They will also be limited to a total height not to exceed the 7:1 sideslope allowance. This height restriction includes aircraft parked on a ramp or apron.
- 3.10.3 Homes shall have a minimum of 1,800 square feet of finished, inhabited area on the main floor, of single story construction and 2,700 square feet for two story construction, excluding garage and basement space.
- 3.10.4 Roof lines should have a minimum of a 7/12 pitch. Shingles will be of a long life product, ie: 50 year asphalt or metal. Wooden or lesser quality asphalt will be discouraged.
- 3.10.5 Exterior materials should consist of permanent low maintenance materials. Brick, stone, stucco, seamless steel, or vinyl (.44min) would be acceptable. Any material requiring staining, painting or other repetitive maintenance will be discouraged.
- 3.10.6 It will be strongly encouraged that homes be constructed to accommodate handicap accessibility. This would include, but not be limited to, features on the main floor such as level entry thresholds, 36" interior and exterior doors, four foot wide halls, elongated and raised porcelain fixtures, minimum of one bedroom, laundry facilities, raised dishwasher and a level entry shower stall.
- 3.10.7 Hangars may be attached if limited to a square footage of a minimum of 1200ft² but not to exceed the primary residence main floor, or if detached, may not exceed three (3) times the primary residence main floor.
- 3.10.8 Square footage of the combined footprint of the primary residence, hangar and any other approved accessory structure shall not exceed 30% of the total setback area for the lot.
- 3.10.9 Garages will consist of a minimum of three single door stalls of nine (9) feet or greater, each with a two (2) foot divide, or if a double door is used it must be a minimum of eighteen (18) feet with a two (2) foot divide between a third single stall of nine (9) feet or greater, with an additional two (2) foot space to the wall.

- 3.10.10 Cement block construction will not be authorized without specific approval by the Architectural Committee.
 - 3.10.11 No object, either natural or man made, may penetrate the navigable airspace. See Exhibit A under separate cover in the office of A&G Property Group, LLC.
 - 3.10.12 Buildings may not be located closer than two hundred fifty feet (250) from the centerline of any runway, or further restricted by the side slope. See Exhibit B under separate cover in the office of A&G Property Group, LLC.
 - 3.10.13 Driveway or ramp slope will be limited to a 3% grade in the first twenty five (25) feet nearest the garage or hangar (sloping away for drainage) and either positive or negative grade of 3% within twenty five (25) feet of the road right of way. Any remaining drive or ramp may increase up to a 10% grade.
 - 3.10.14 Exterior lighting, whether attached or detached, on the owner's property shall not be displayed in a manner that could be misidentified with any airport lighting or that would interfere with navigation. It also should not be used in a manner that could be offensive to any neighbor. Yard or porch lights may be displayed in a temporary manner but no dusk to dawn lighting will be considered appropriate.
 - 3.10.15 Fences will be limited to decorative designs restricted to patios or other small locations. Perimeter fences will be discouraged so as to promote an open space environment. No chain link type will be acceptable.
- 3.11 **Resale of Property.** At such time in the future that the property is available for resale, for the benefit of all other property owners, every attempt should be made to market the property as "Residential Airpark" property using resources targeted at this market.

ARTICLE 4

USE RESTRICTION

- 4.1 **Residential Use.** Residential Units will consist of a single "Primary Residence" and no more than one (1) Accessory Building per lot. A garage connected to the primary residence with a breezeway is considered attached, and therefore is not an accessory building. All Residential Units shall be used, improved and devoted exclusively to residential use. No trade or business may be conducted on any Lot or in or from any Residential Unit, except that an Owner or other Resident of a Residential Unit may conduct a business activity within a Residential Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Residential Unit; (ii) the business activity conforms to all applicable zoning ordinances or requirements for the Project; (iii) the business activity does not create excessive traffic involving persons coming to the Lot or the door-to-door solicitation of Owners or other Residents in the Project; (iv) the use of the Residential Unit for trade or business in no way destroys or is incompatible with the residential character of the Residential Unit or the surrounding neighborhood; (v) the trade or business is conducted only inside the Residential Unit or inside an accessory building, Hangar or garage, and does not involve the viewing, purchasing or taking delivery of goods or merchandise at, to, from or in any Residential Unit; (vi) the trade or business is conducted by a Resident or Residents of the Residential Unit with no employee working in or from such Residential Unit who is not a Resident thereof; (vii) the volume of vehicular or pedestrian traffic or parking generated by such trade or business does not result in congestion or be in excess of what is customary in a residential neighborhood; (viii) the trade or business does not utilize flammable liquids or hazardous materials in quantities not customary to a residential use; and (ix) the use of the Residential Unit for a trade or business does not violate any other provision of the Association Documents. The terms "business" and "trade" as used in this Section shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether; (i) such activity is engaged in full or part time; (ii) such activity is intended or does generate a profit; or (iii) a license is required for such activity. The leasing of a Residential Unit by the Owner thereof shall not be considered a trade or business within the meaning of this Section.
- 4.2 **Temporary Occupancy and Temporary Buildings.** No Trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings, trailers or other structures used during the construction of Improvements approved by the Architectural Committee shall be removed immediately after the completion of construction, and in no event shall any such buildings, trailer or other structures be maintained or kept on any property for a period in excess of twelve months without the prior written approval of the Architectural Committee. However, a hangar may be constructed prior to the construction of a residence on said lot provided plans and specification on a residence are submitted to the architectural control committee at the same time as the hangar plans and specifications, and provided further that adequate

proof is made to the architectural control committee that the residence will be constructed within two (2) years of the commencement of construction on the hangar. The hangar may be used as a residence during this period.

- 4.3 **Accessory Buildings.** One accessory building will be allowed on each residential lot and will generally be considered to be a hangar for the storage of aircraft. A garage, if connected by a breezeway, will be considered a part of the primary residence. Other buildings such as metal, plastic or small wood storage buildings are not desirable and will not be authorized by the Architectural Committee.
- 4.4 **Nuisances; Construction Activities.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit there from, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No condition shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Normal construction activities and parking in connection with the building of Improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials will be located only in such areas as may be approved in writing by the Architectural Committee. In addition, any construction equipment and building materials stored or kept on any Lot during the construction of Improvements may be kept only in areas approved in writing by the Architectural Committee, which may also require screening of the storage areas. Construction vehicles using a Taxiway for ingress or egress to a Lot shall be kept to a minimum. Each Owner shall be responsible for such Owner's contractors removing all mud, debris and trash left, deposited or dumped on the streets and Taxiways by such contractors. The provisions of this Section shall not apply to construction activities of the Declarant.
- 4.5 **Diseases and Insects.** No Person shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.
- 4.6 **Antennas.** To the extent permitted by applicable law, the installation of antennas, satellite dishes or other devices for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be subject to the prior written approval of the Architectural Committee. Therefore, no antenna, satellite or microwave dish or other device for transmission or reception of television or radio signals shall be constructed, installed, erected, used or maintained on any Lot without the prior written approval of the Architectural Committee unless applicable law prohibits the Architectural Committee from requiring such approval. Even if applicable law prohibits the Architectural Committee from requiring prior approval for the installation of certain antennas, any such antennas must still be installed in accordance with the Design Guidelines to ensure protection of the airspace.
- 4.7 **Mineral Exploration.** No lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, gas, earth or any earth substance of any kind.
- 4.8 **Trash Containers and Collection.** A common garbage and trash container will be provided for all residents at each entrance to the subdivision. No garbage or trash shall be placed or kept on any Lot except in covered containers of a type, size and style which are approved by the Architectural Committee. In no event shall such containers be maintained so as to be Visible From Neighboring Property. All rubbish, trash, or garbage shall be removed from Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot. No garbage or trash containers may be placed on any road right-of-way.
- 4.85 **Rubbish and Trash Fires.** The Declarant maintains the sole right to continue using a site, in the common area, for the disposal and incineration of *consumable* house rubbish, and limited tree trimmings. The use of this site is at the sole discretion of the Declarant. However, others may be given authorization to utilize this on a case by case basis. Under no circumstance shall any item be disposed of in this area that is not *consumable*. This includes any metallic objects, yard or garden waste.
- 4.9 **Clothes Drying Facilities.** No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot so as to be Visible From Neighboring Property.
- 4.10 **Utility Service.** No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Committee. No provision of this Declaration shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Architectural Committee.

- 4.11 **Water and Sanitation.** Lyon Rural water access will be provided by the developer. Sanitary disposal will consist of septic systems provided by the individual lot owner. Let it be noted that some of the lower lying lots may require special installations to conform to county code.
- 4.12 **Overhead Encroachments.** No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, street right-of-way, Taxiway, pedestrian way or other area from ground level to a height of eight (8) feet without the prior written approval of the Architectural Committee.
- 4.13 **Animals.** Without the written approval of the Board, no animal, bird, fowl, poultry, reptile or livestock may be kept on any Lot, except that dogs, cats, parakeets or similar household birds not to exceed a total of two (2) may be kept on a Lot if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. All dogs, cats or other pets permitted under this Section shall be confined to an Owner's Lot, except that a dog may be permitted to leave an Owner's Lot if such dog is at all times kept on a leash not to exceed ten feet (10') in length and is not permitted to enter upon any other Lot. Any person bringing a dog onto the Common Area shall immediately remove any waste deposited on the Common Area by the dog. The Board may restrict the portions of the Common Area on which dogs are permitted. No dog, cat, parakeet or similar household bird shall be allowed to make an unreasonable amount of noise, become a nuisance or pose a threat to the safety of the Owners, Lessees or Residents or their guests or invitees. No structure for the care, housing or confinement of any animal, bird, fowl, poultry, or livestock shall be maintained so as to be Visible From Neighboring Property. Upon the written request of any Owner, Lessee or Resident, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular dog, cat, parakeet or similar household bird is making an unreasonable amount of noise, has become a nuisance or poses a threat to the safety of the Owners, Lessees or Residents or their guests or invitees. If the Board determines that a particular dog, cat, parakeet or similar household bird constitutes a nuisance, is making an unreasonable amount of noise or poses a threat to the safety of the Owners, Lessees or Residents or their guests or invitees, the Board, in addition to any other remedies available to the Association under the Association Documents or at law or in equity, may require the dog, cat, parakeet or bird to be removed from the development.
- 4.14 **Machinery and Equipment.** No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot, except for: (i) such machinery or equipment as is usual and customary in connection with residential use; (ii) machinery or equipment necessary for the maintenance or construction (during the period of construction) of a building, appurtenant structures, or other Improvements; or (iii) such machinery or equipment which Declarant or the Association may require for the operation and maintenance of the Project.
- 4.15 **Signs.** Except for signs constructed or erected by the Declarant for promotional and marketing purposes or by the Association, no signs whatsoever may be erected, posted or displayed on any Lot or the Common Area in a location that is Visible From Neighboring Property without the prior written approval of the Architectural Committee. No sign may be placed on any road right-of-way that would create a hazard to the movement of aircraft. Street signs and other safety signs will be the exception and must be approved by the Architectural Control Committee.
- 4.16 **Further Subdivision, Property Restrictions, Rezoning and Timeshares.** No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner other than the Declarant, and no portion less than all of any such Lot shall be conveyed or transferred by any Owner other than the Declarant, without the prior written approval of the Architectural Committee. No further covenants, conditions, restrictions or easements shall be recorded by any Owner, Lessee, or other Person other than the Declarant against any Lot without the provisions thereof having been first approved in writing by the Architectural Committee. No application for rezoning, variances or use permits pertaining to any Lot shall be filed with any governmental authority by any Person other than the Declarant unless the application has been approved by the Architectural Committee and the proposed use otherwise complies with this Declaration. No Lot shall be subjected to or used for any timesharing, cooperative, weekly, monthly or any other type or revolving or periodic occupancy by multiple owners, cooperators, licensees or timesharing participants.
- 4.17 **Vehicles and Parking.**
- 4.17.1 As used in this Section 4.17, the term "Motor Vehicle" means a car, van, truck, recreational vehicle, motor home, motorcycle, all terrain vehicle, utility vehicle, pickup truck, golf cart or any other gas or electric powered vehicle.
- 4.17.2 No Motor Vehicle is allowed on any runway without prior permission from the Board of Directors for each event. If approved, it must display the proper permit and a flashing yellow warning light.

- 4.17.3 No mobile home, travel trailer, tent trailer, trailer, camper shell, boat, boat trailer or other similar equipment or vehicle may be parked, kept or stored on any portion of a Lot or Common Area, except within a garage or Hangar, without the prior written approval of the Architectural Committee.
- 4.17.4 Except as permitted by Subsection 4.17.5, no Motor Vehicle may be parked, kept or stored on any Lot or the Common Area without the prior written approval of the Architectural Committee.
- 4.17.5 Motor Vehicles owned or leased by an Owner, Lessee or Resident of a Lot must be parked in the garage of the Residential Unit unless there is insufficient space within the garage for the parking of all such Motor Vehicles, in which case such Motor Vehicles may be parked in the driveway situated on the Lot provided such Motor Vehicles do not exceed 7 feet in height and do not exceed 18 feet in length, are not used for commercial purposes and do not display any commercial name, phone number or message of any kind. No Motor Vehicle of any kind may be stored on a Lot except in a garage, and no Motor Vehicle of any kind may be stored on the Common Area. For purposes of this subsection, a Motor Vehicle should be deemed stored if it is covered by a car cover, tarp or other material and is not in regular use. Recreational vehicles, motor homes and similar vehicles owned or leased by an Owner, Lessee or Resident which exceed 7 feet in height and/or exceed 18 feet in length may be parked in the driveway on a Lot for the purpose of loading or unloading, but in no event shall such recreational vehicle, motor home or similar vehicle be parked in the driveway for more than seven (7) days within any thirty (30) day period.
- 4.17.6 Motor vehicles are strictly prohibited from parking on any street or right-of-way of the subdivision so as to allow uninhibited and safe passage of aircraft. **Aircraft have the right of way on all interior roads and taxiways.**
- 4.17.7 The Board of Directors shall have the right and power to adopt rules and regulations governing the parking of Motor Vehicles on Lots and the common Area and implementing the provisions of this Section 4.17. In the event of any conflict or inconsistency between the provisions of this Section 4.17 and the rules and regulations adopted by the Board of Directors, the provisions of this Section 4.17 shall control.
- 4.17.8 No Motor Vehicle shall be constructed, reconstructed or repaired on the Common Area, and no inoperable vehicle may be stored or parked on the Common Area. No Motor Vehicle shall be constructed, reconstructed or repaired on a Lot other than in a garage or Hangar, and no inoperable Motor Vehicle shall be stored or parked on a Lot other than in a garage or Hangar.
- 4.17.9 The board shall have the right to have any Motor Vehicle which is parked, kept, maintained, constructed, reconstructed or repaired in violation of the Association Documents towed away at the sole cost and expense of the owner of the Motor Vehicle. Any expense incurred by the Association in connection with the towing of any Motor Vehicle shall be paid to the Association upon demand by the owner of the Motor Vehicle. If the Motor Vehicle is owned by an Owner, any amounts payable to the Association shall be secured by the Assessment Lien, and the Association may enforce collection of suit amounts in the same manner provided for in this Declaration for the collection of Assessment.
- 4.17.10 Motor Vehicles and pedestrians will **yield right-of-way** to aircraft while on any roadway of the development.
- 4.18 **Variances.** The Architectural Committee may, with the approval of the Board, grant variances from the restrictions set forth in this Article 4 if the Architectural Committee determines in its discretion that (i) a restriction would create an unreasonable hardship or burden on an Owner, Lessee or Resident or a change of circumstances since the recording of this Declaration has rendered such restriction obsolete and (ii) the activity permitted under the variance will not have any substantial adverse effect on the Owners, Lessees and Residents of the Project and is consistent with the high quality of life intended for residents of the Project.
- 4.19 **Drainage.** No residential Unit, structure, building, landscaping, fence, wall or other Improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with or change the direction or natural flow of water in which the Project is located.
- 4.20 **Garages and Driveways.** No garage shall be converted to living spaces or altered or used for purposes which would prevent the use of the garage for the parking of the number of vehicles for which it was designed. The interior of all garages shall be maintained in a neat, clean and attractive condition. Garage doors should generally remain closed except when Motor Vehicles are being moved in or out of the structure. As this location experiences significant snow accumulations during the winter months, the driveway slope

shall not exceed a 3% grade in the first twenty five (25) feet adjacent to the garage or hangar, and also for the first twenty five (25) feet from the street right of way. Further, any remaining length between the previous areas may have a slope not to exceed a 10% grade.

- 4.21 **Basketball Goals and Backboards.** No basketball or backboard shall be attached to a Residential Unit or other building. Basketball goals and backboards attached to a free standing pole may be installed on a Lot provided the location, design and appearance of the basketball goal and backboard is approved in writing by the Architectural Committee.
- 4.22 **Playground Equipment.** No jungle gyms, swing sets or similar playground equipment which would be Visible From Neighboring Property shall be erected or installed on any Lot without the prior written approval of the Architectural Committee.
- 4.23 **Rental of Lots.** No Owner may lease less than his entire Lot and the Residential Unit situated thereon. All leases must be in writing and must provide that the terms of the lease are subject in all respect to the provisions of this Declaration and the Association Rules and that any violation of this Declaration or the Association Rules by the lessee or the other occupants shall be a default under the lease. There shall be no subleasing of Residential Units or assignments of leases. At least ten (10) days before commencement of the lease term, the Owner shall provide the Association with the following information: (i) the commencement date and expiration date of the lease term; (ii) the names of each of the Lessees and each other person who will reside in the Residential Unit during the lease term; (iii) the address and telephone number at which the Owner can be contacted by the Association during the lease term; and (iv) the name, address and telephone number of a person other than the Owner whom the Association can contact in the event of an emergency involving the Lot. Any Owner who leases his Lot and the Residential Unit situated thereon must provide the Lessee with copies of this Declaration and the Association Rules. Any lease of a Lot or Residential Unit situated thereon must be for an initial term of at least one (1) month. The Owner shall be liable for any violation of this Declaration or the Association Rules by the Lessees or other persons residing in the Residential Unit and their guests or invitees and, in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations.
- 4.24 **Use of Runways.** Runways are for the exclusive use of aircraft only. Prohibited uses would include any vehicular or other motorized traffic, pedestrian traffic, pet traffic and any other activity that would create an unsafe runway environment. Exclusions to this would be any equipment necessary for maintenance of the runway.
- 4.25 **Use of Taxiways and Roadways by Aircraft.** The community is located within the Zangger Vintage Airpark properties, which consists of runways, taxiways and roadways. The Taxiways and Roadways will be used jointly by motor vehicles and aircraft for the purpose of ingress and egress to the runways and homes of Zangger Vintage Airpark. The use of the Taxiways and Roadways for such purposes, however, shall be subject to the following restrictions:
- 4.25.1 **Aircraft have right-of-way** over motor vehicles or any other means of conveyance including pedestrians.
- 4.25.2 No aircraft or motor vehicle in excess of 10,000 pounds gross weight shall use the Taxiways without approval of the Board.
- 4.25.3 No aircraft or motor vehicle may be parked or stored on a Taxiway or Road right-of-way.
- 4.25.4 No aircraft or motor vehicle may be repaired, maintained, painted, cleaned or washed on a taxiway.
- 4.25.5 No fuel, oil, hydraulic fluid or solvent shall be drained or deposited on a Taxiway or any landscape easement adjacent to a Taxiway and any fuel, oil, hydraulic fluid or solvent spilled, drained or deposited on a Taxiway or any landscape easement adjacent to a Taxiway shall be immediately removed.
- 4.26 **Repair of Aircraft; Storage of Fuel.** No Owner, Resident or other Person shall disassemble, overhaul or repair any aircraft or its power plant on any Lot except in a hangar. No aircraft fuel or oil may be stored in any unenclosed area of any Lot. Any fuel must be stored in proper safety containers. The storage of any fuel, oil or hazardous substance on a Lot must comply with all applicable federal, state and local environmental laws and regulations. If any hazardous substance is deposited on the Common Area, the Owner responsible therefore shall promptly take all action necessary to remove the hazardous substance.
- 4.27 **Parking of Aircraft.** All aircraft parked on a Lot must be securely tied down or parked within a Hangar. No aircraft which is not airworthy may be parked on any Lot except within a Hangar. No aircraft which, in the sole discretion of the Board, is unsightly shall be parked or stored on a Lot, except within a Hangar. Long term outside storage is not desirable.

- 4.28 **Helicopters.** No helicopter shall land or take off from any Lot or interior Taxiway. No hover taxi will be permitted on the taxiways, however, a wheeled helicopter may taxi under power so long as little or no lift is generated. Emergency Helicopters are excluded from this restriction.
- 4.29 **Aircraft.** Aircraft shall remain on designated runways, taxiways or common areas and shall not land on any surface other than a designated runway. All aircraft shall operate within the guidelines of the applicable Federal Aviation Regulations and any other local restrictions that have been established. Over flight at an altitude less than five hundred feet (500) of any surface other than a designated runway is prohibited.
- 4.30 **USPS.** Each home owner will be provided a mail box at their respective entrance to Zangger Vintage Airpark. These units will conform to USPS criteria. All other ground deliveries may be made to the home.

ARTICLE 5

EASEMENTS

5.1 **Easements for Use of Common Area.**

- 5.1.1 Every Owner and Resident and their guests shall have a right and easement for the enjoyment in and to the Common Area, which right shall be appurtenant to and shall pass with the title to every Lot, subject to:
- (i) The right of the Association to dedicate, convey, transfer, lease or encumber the Common Area as provided in Section 1.10 of the Home Owners Association By-Laws; provided, however, that if access to a Lot is over any part of the Common Area, any conveyance, lease or encumbrance of such Common Area shall be subject to an easement for ingress and egress in favor of the Owner and Residents of the Lot and their guests and invitees.
 - (ii) The right of the Board to adopt rules, regulations or policies regulating the use of the Common Area including rules, regulations and policies limiting the number of guests who may use the Common Area and restricting or prohibiting access to such portions of the Common Area (such as landscaped areas) not intended for use by the Owners, Lessees or Residents.
 - (iii) The right of the Association to suspend the right of an Owner and such Owner's family, tenants and guests to use the Common Area (other than the right of an Owner and such Owner's family, tenants and guests to use any streets which are part of the Common Area for ingress or egress to the Owner's Lot) if such Owner is more than fifteen (15) days delinquent in the payment of Assessments or other amounts due to the Association or if the Owner has violated any other provisions of the Association Documents and has failed to cure such violation within fifteen (15) days after the Association notifies the Owner of the violation.
 - (iv) The rights and easements granted to the Declarant by this Declaration.
 - (v) The right of the Association to rent or lease any portion of the Common Area on a short-term basis to an Owner or Resident for the exclusive use of such Owner or Residents and their guests and invitees.
 - (vi) The right of the Board to charge reasonable admission or other fees for the use of any recreational facility or amenity situated on the Common Area.
 - (vii) The right of the Board to permit the use of any recreational facility or amenity situated on the Common Area by persons other than Owners or Residents and their guests upon payment of such fees as may be established by the Board.
- 5.1.2 If a Lot is leased or rented by the Owner thereof, the Lessee and the members of the Lessee's family residing with such Lessee shall have the right to use the Common Area during the term of the lease, and the Owner of such Lot shall have no right to use the Common Area until the termination or expiration of such lease.
- 5.1.3 The right of easement and enjoyment of the Common Area may not be transferred or assigned except upon the conveyance or transfer of the Lot to which such right is appurtenant.

5.2 **Utility and Development Easements.**

- 5.2.1 A non-exclusive, perpetual blanket easement is hereby granted over and through the Common Area and any public utility easements shown on the Plat for the purpose of: (i) installing, constructing, operating, maintaining, repairing or replacing equipment used to provide to any portion of the Property or adjacent land any utilities, including, without limitation, water, sewer, drainage, gas, electricity, telephone and television service, whether public or private; and (ii) ingress and egress to install, construct, operate, maintain, repair and replace such equipment and (iii) storm water management and storm water drainage, as necessary or desirable for the orderly development of the Property. Such easement is hereby granted to any Person providing the aforesaid utilities or installing, construction, maintaining, repairing or replacing equipment related thereto. Any pipes, conduits, lines, wires, transformers and any other apparatus necessary for the provision or metering of any utility may be installed or relocated only where permitted by the Declarant, where contemplated on any site plan approved by the Declarant or where approved by resolution of the Board. Equipment used to provide or meter such utilities or services may be installed above ground during periods of construction if approved by the Declarant. The Person providing a service or installing a utility pursuant to this easement shall install, construct, maintain, repair or replace the equipment used to provide or meter the utility as promptly and expeditiously as possible, and shall restore the surface of the land and the surrounding vegetation and improvements to their original condition (to the extent practical) as soon as possible.
- 5.2.2 The Declarant hereby reserves the right to grant and reserve easements, rights-of-way and licenses over and through the Common Area for the purposes set forth in Section 5.2.1 or for any other purpose necessary or desirable for the orderly development of the Property. If the person installing the utility or providing a service requests a specific easement by separate recordable documents, then the Declarant or the Association shall have the power to record a document locating such easements.

5.3 **Easements to Facilitate Development.**

- 5.3.1 The Declarant hereby reserves to itself and its successors and assigns a non-exclusive blanket easement over and through the Property for all purposes reasonably related to the development and completion of Improvements on the Property, including without limitation: (i) temporary construction easements; (ii) easements for the temporary storage of supplies of building materials and equipment necessary to complete Improvements; and (iii) easements for the construction, installation and Maintenance of Improvements on the Property or Improvements reasonably necessary to serve the Property.
- 5.3.2 The Declarant hereby reserves to itself, its successors and assigns the right to: (i) use any Lots owned or leased by the Declarant, any other Lot with written consent of the Owner thereof or any portion of the Common Area as models, management offices, sales offices, a visitors' center, construction offices, customer service offices or sales office parking areas; and (ii) install and maintain on the Common Area, any Lot owned or leased by the Declarant or any other Lot with the consent of the Owner thereof, such marketing, promotional or other signs which the Declarant deems necessary for the development, sale or lease of the Property.

- 5.4 **Dedications and Easements Required by Governmental Authority.** The Declarant hereby reserves to itself and its successors and assigns, the right to make any dedications and to grant any easements, right-of-way and licenses required by any government or governmental agency over and through all or any portion of the Common Area.

- 5.5 **Further Assurances.** Any and all conveyances made to the Association or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. The easements granted and reservations made to the Declarant in this Declaration shall not terminate or merge and shall continue to run with the land, notwithstanding the common law doctrine of merger and the common ownership of all the Property by the Declarant. Upon written request of the Declarant, the Association and each Owner shall from time to time sign, acknowledge and deliver to the Declarant such further assurances of these reservations of rights and easements as may be requested.

- 5.6 **Duration of Development Rights; Assignment.** The rights and easements reserved by or granted to the Declarant pursuant to this Section shall continue so long as the Declarant owns any Lot other than their primary residence. The Declarant may make limited temporary assignments of its easement rights under this Declaration to any Person performing construction, installation or Maintenance on any portion of the Property.

- 5.7 **Easement for Maintenance and Enforcement.** The Association and its directors, officers, agents, contractors and employees, the Architectural Committee and any other Persons authorized by the Board are hereby granted the right of access over and through any Lots (excluding the interior of any Residential Unit), for; (i) the exercise and discharge of their respective powers and responsibilities under the Association Documents; (ii)

making inspections in order to verify that all Improvements approved by the Architectural Committee and that all Improvements are being properly maintained as required by the Association Documents; (iii) correcting any condition originating in a Lot or in the Common Area threatening another Lot or the Common Area; (iv) correcting drainage; (v) performing installations or Maintenance of utilities, landscaping or other Improvements located on the Lots for which the Association is responsible for Maintenance; or (vi) correcting any condition which violates the Association Documents.

- 5.8 **Easements for Encroachments.** If any Improvements on any Lot or portion of the Common Area now or hereafter encroach on any other portion of the Property by reason of: (i) the original construction thereof; (ii) deviations within normal construction tolerances in the Maintenance of any Improvement; or (iii) the settling or shifting of any land or Improvement, an easement is hereby granted to the extent of any such encroachment not in violation of the County ordinances up to a maximum of six inches (6”) for the period of time the encroachment exists. The Owner of the encroaching Improvement shall also have an easement for the limited purpose of Maintenance of the encroaching Improvement. This easement does not relieve any Owner or any other Person from liability for such Owner’s or other Person’s negligence or willful misconduct.

This Declaration of Covenants, Conditions, and Restrictions for Zangger Vintage Airpark – First Addition (Parcel F) (the “Declaration”) is made this 14th day of November, 2011, by Zangger Vintage Airpark, (the “Declarant”).

ZANGGER VINTAGE AIRPARK

By: A & G Property Group, LLC

James R Zangger
Its: Manager

By: _____
Cecelia A Zangger
Its: Manager

State of Iowa)
) ss.
County of Lyon)

Acknowledged before me this 14th day of November, 2011, by James R Zangger, Manager of A & G Property Group, LLC, and Cecelia A Zangger, Manager of A & G Property Group, LLC., on behalf of the company.

Notary Public

My Commission Expires:
