COVENANTS RUNNING WITH THE LAND COMPRISING NORTHERN ACRES 1ST ADDITION TO THE CITY OF LARCHWOOD, LYON COUNTY IOWA

WHEREAS, Larchwood Economic Development Corporation, Inc. (Developer hereafter) is the sole owner of and is the party platting and dedicating Northern Acres 1st Addition to the City of Larchwood, Lyon County, Iowa to which these covenants are attached. These covenants are hereby made part of this Plat and Dedication. The Covenants shall run with the land comprising Northern Acres 1ST Addition.

WHEREAS, the Lots and Blocks of Northern Acres 1st Addition are as follows:

1. Block 1, Single Family Lots 1, 2, 3, 4 and 5 of Northern Acres 1st Addition to the City of Larchwood, Lyon County Iowa
   AND
2. Block 2, Single Family Lots 1, 12, 13, 14, 15, 16, 17, and 18 of Northern Acres 1st Addition to the City of Larchwood, Lyon County Iowa
   AND
3. Block 3, Multi Family Lots 1, 2, 3 and 4 of Northern Acres 1st Addition to the City of Larchwood, Lyon County, Iowa
   AND
4. Block 3, Single Family Lots 5, 6, 7,8, and 9 of Northern Acres 1st Addition to the City of Larchwood, Lyon County, Iowa
   AND
5. Block 4, Single Family Lot 1 of Northern Acres 1st Addition to the City of Larchwood, Lyon County, Iowa

WHEREAS, for the mutual benefit and protection of future owners of said above described real estate the Developer attaches certain terms and conditions to the use of said property.

NOW THEREFORE the following stated covenants and restrictions are hereby imposed.

1. Lots 1, 2 and 3 of Block 3 may be used as either single family lots or as multi-family lots. Lot 4 of Block 3 may only be used as a multi-family lot.

2. Approval of Plans. No single family home, multi family structure, any building, fence, wall, other structure, landscaping or other Improvement shall be commenced, erected or maintained, nor shall any addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, and location thereof shall have been submitted to and approved in writing by the Developer.

3. Approval Procedure.
(a) In the event the Developer fails to approve or disapprove the Plans in writing within 30 days after the same have been submitted to the Developer, then such Plans shall be deemed to have been approved.
(b) Unless any deviation from, violation of, or nonconformity with these Covenants is specifically described in a separate writing included with the Plans, no approval of, or failure to disapprove, any submitted Plan shall constitute a waiver of any of these Covenants.
(c) The Developer shall have the right, but shall not be obligated, to approve a variance from these Covenants which does not, in the sole reasonable judgment of Developer, violate the spirit and intent of these Covenants. No such approval shall be binding unless in writing signed by the Developer.

4. Effect of Approval.
(a) After approval of the Plans by Developer, no deviation shall be made during construction which would change the scope of the Home, Multi-Family Structure or Improvements or alter their exterior or visible quality or appearance without the prior written approval of Developer.
(b) Once the Owner has complied with the requirements of this section and the Developer has approved Plans in writing for a Home or other Improvement and such Home, Multi-Family Structure or Improvement has been constructed in conformity with such Plans, the approval shall not be withdrawn and such Home, Multi-Family Structure or Improvement shall thereafter be deemed to be in compliance with these Covenants as then in effect or thereafter amended.

5. No building shall be erected on any lot nearer than twenty-five (25) feet to the front lot line. Required side yard setback at least six (6) feet; required street side yard is 25 feet; required rear yard setback is not less than thirty (30) feet or twenty per cent (20%) of the depth of the lot, whichever amount is smaller. The Developer shall have full authority to accept or reject any plans and specifications submitted.

6. No lot shall be subdivided, reduced in size, or re-platted to any tract smaller than the whole of the lot as presently platted, without prior consent of the Developer. Under no circumstances may a lot be enlarged for purposes of constructing an accessory building.

7. No lot, (except for Lot 5, Block 3 but only with written permission of the Developer) nor any structure thereon, shall be used at any time for the purpose of serving meals for a consideration or the rental of rooms or apartments. No radio transmitting towers may be used or erected on any lot and commercial nurseries and greenhouses are prohibited.

8. No building shall be erected on any lot unless the design and location is in harmony with existing structures and locations in the tract and does not violate any Covenant. In any case, no one-story dwelling shall be permitted on any lot described herein, having a ground square foot area of less than 1,300 square feet excluding the garage (ranch style). Such building may be multi-level or two-story structures with not less than 1,000 square feet on the main floor excluding the garage.

9. Titleholder of each lot, vacant, unimproved, or improved, shall keep the property free of weeds and grass no longer than six (6") inches in length. Undeveloped residential areas grass should not exceed twelve inches (12"). No accumulation of any amount of debris, trash, spare/junk parts shall be permitted. Within six (6) month of resident occupancy each home site owner is required to prepare the final grade and properly install sod or lawn seed the entire property.

10. Each individual lot owner must maintain adequate liability insurance at all times including while their lot is vacant or while the home site is under construction. It is the lot owner's responsibility to insure a safe environment during any construction on their lot and to insure that any contractor working at the site has proper liability coverage and maintains a safe work site.

11. Any concrete curb cuts or debris created during construction shall be removed at the owner's expense and shall not be disposed of on either the property or an adjacent property.

12. No junk, refuse, machinery, boats, snowmobiles, race cars, campers and recreation vehicles and their trailers, trailers, race cars, truck, commercial vehicle, semi-trailer and/or tractor, or other motor vehicle that cannot be stored in an ordinary garage shall be kept on any said lot.

13. No structure of a temporary character, trailer, basement, tent, shack, garage or other building shall be used on any site any time as a residence, either temporarily or permanently. No used dwelling or garage structure may be moved onto any lot. No mobile home, modular home or manufactured home, as defined by Code of Iowa shall be placed upon or erected on any lot, nor shall any structure erected at another location be moved to any lot.

14. All house and/or multi-family structure exteriors shall have lap siding of cedar, redwood, or textured hardboard. Brick and Stucco are also acceptable exteriors but the print must be approved by the Developer. Each house exterior and/or multi-family unit exterior shall have a minimum of 100 square feet of brick or stone with the print approved by the Developer. There shall be no vinyl or steel exteriors. The exterior color shall be neutral or in earth tones.

15. All shingles shall have a minimum life of thirty (30) years and shall be in earth tones with the print and color to be approved by the Developer. Wood and cedar shakes are acceptable roofing materials. No corrugated steel roof materials. Steel granular shingles are permitted. Roof pitch will be at least five (5) feet to every twelve (12) feet.

16. Basements will be concrete, poured or block, and no wood foundations will be allowed.

17. Residential sidewalks shall be at least four (4) feet wide and four (4) inches thick, and each section shall be no more than six (6) feet in length.

18. All houses will have a minimum two-stall attached garage.

19. No house and/or multi-family unit shall be constructed, altered or maintained on any Lot unless it has a concrete driveway running from the street to the home. Any and all parking pads, other than the driveway, require prior approval of the Developer.

20. Accessory buildings located on a single lot with a dwelling shall not exceed 144 square feet in size (12x12). Any and all accessory buildings shall be constructed with the same material, design, color and scheme as the residential dwelling located on the principal lot. No more than one outbuilding one story tall will be permitted on each lot. Any accessory building on a lot with a multi-family structure must be approved in writing by the Developer.

21. No fence or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line as provided by these covenants, except for the rear of Lots bordered by streets on both the front and rear sides. Wood, 100% vinyl, or vinyl dipped chain link will be permitted, provided the superior side is facing the outside of the lot. Galvanized chain link fencing will not be allowed. In no event shall any fence be designed or constructed so as to block or impede drainage.

22. Sump Pump Water must be piped to a sump pump collection system available for each lot.

23. The Developer's civil engineer has established grade elevations for the property corners. No changes to engineering/grading are permitted.

24. Perpetual easements are reserved for utility installation and maintenance according to the plat, all as shown on the recorded plat of Northern Acres 1st Addition Larchwood, Lyon County Iowa. No plantings, fences, outbuildings, etc. shall be allowed over any perpetual easement area.

25. No animals, insects, livestock, birds or poultry of any kind shall be raised, bred or kept on any lot except that cats, dogs, or other household pets may be kept provided that they are not kept for any commercial purposes and are kept in such a manner as not to constitute a nuisance to other owners or occupants. Pets running loose without a leash shall be considered a nuisance. Dog kennels must be completely enclosed by fencing or similar material and be placed within all applicable setback requirements and shall only be allowed if approved by the Developer, and if allowed, it must be screened from view with appropriate landscaping on the rear side of the house.

26. Once a lot has been purchased, it is the responsibility of the owner of said lot to have a completed assessable residence and/or multi-family housing in place within three years of date of purchase.

27. If any lot owner or their heirs or assigns shall violate or attempt to circumvent any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any of the other lots in said development to prosecute any proceeding at law or in equity

against the alleged violators either to prevent them from doing so or to recover damages for violation.

28. No trade shall be carried on upon any lot in violation of permitted uses as set forth in Larchwood Zoning Ordinances for R-1 and R-2 zoned areas.

29. Invalidation of any one of these covenants by judgements of court shall in no way affect any of the other provisions, which shall remain in full force and effect.

30. Notice of Right to Farm. The land subject to these covenants is located near agricultural land, agricultural operations or agricultural processing facilities or operations. Owners may be subject to inconvenience or discomfort from lawful agricultural or agricultural processing facility operations. Agricultural operations may include, but are not limited to the following: The cultivation, harvesting and storage of crops; livestock production; ground rig or aerial application of pesticides or herbicides; the application of fertilizer, including animal waste; the operation of machinery; the application of irrigation water; and other accepted and customary agricultural activities conducted in accordance with Federal, State and County laws. Discomforts and inconveniences may include, but are not limited to: noise, odors, fumes, dust, smoke, burning, vibrations, insects, rodents, and/or the operation of machinery (including aircraft) during any 24-hour period. If you live near an agricultural area, you should be prepared to accept such inconveniences or discomforts as a normal and necessary aspect of living in an area with a strong rural character and an active agricultural sector. You are also notified that there may be the potential for agricultural or agricultural processing operations to expand. This notification shall extend to all landowners, their heirs, successors or assigns.

31. Any of the protective covenants and restrictions herein contained may be revised or modified by the Developer if the Developer (including for the purpose of this paragraph any entity in which the Developer has an ownership interest) retains ownership of two or more Lots. If the Developer no longer retains ownership of two or more lots, then these protective covenants and restrictions may be revised or modified by the affirmative vote of a majority of all the owners of said lots at special meeting called for the purpose held at a reasonably convenient time and place not less than ten (10) days after written notice of such meeting and its purpose is delivered to the owners or mailed to said owners at their last known address. The notice of said special meeting required herein shall contain a written statement of the protective covenants or restrictions proposed for revision or modification and the proposed revision or modification thereof. Each owner shall have one vote for each lot owned by him or her. When more than one person hold an interest in any lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. In lieu of casting a vote at such meeting, any owner of any of said lots may indicate his or her approval of any such proposed revision or modification by submitting written approval thereof to the person or persons proposing the revision or modification or their representative prior to said meeting.

32. Neither the Undersigned nor the City of Larchwood, Iowa shall be liable in any manner whatsoever for any claims, actions, liability, damages, costs or expenses, either for granting or failure to grant any approvals under these Covenants.

The foregoing covenants and restrictions shall be binding on all property owners and their heirs, executors, assigns, and successors in interest to said real estate and shall run with real estate for a period of fifty (50) years from this date. Any conflicts these covenants may create with the City of Larchwood Zoning Ordinances or successor-zoning ordinances enacted in the future shall be resolved in favor of the Larchwood Zoning Ordinances as amended.

Date March 29, 2021

Larchwood Economic Development Corporation, Inc.

By _____ By _____

Noah Kerkvliet, President

Donald Burwitz, Treasurer
aka Donald E. Burwitz

FIRST AMENDMENT
TO
COVENANTS RUNNING WITH THE LAND COMPRISING NORTHERN ACRES 1ST ADDITION TO THE CITY OF LARCHWOOD, LYON COUNTY IOWA

WHEREAS, Larchwood Economic Development Corporation, Inc. filed for record the Final Plat of Northern Acres 1st Addition to Larchwood April 16, 2021 in Book 21 at Page 100 in the Office of the Recorder of Lyon County, Iowa. Attached to the Final Plat were the Covenants Running with the Land Comprising Northern Acres 1st Addition.

WHEREAS, paragraph number 31 of the Covenants provide that Larchwood Economic Development Corporation, Inc. may revise or modify the covenants so long as it has an ownership interest in two or more lots.

WHEREAS, Larchwood Economic Development Corporation, Inc. is the Sole owner of the following described real estate in Northern Acres 1st Addition:

1. Block 1, Single Family Lots 1, 2, 3, 4 and 5 of Northern Acres 1st Addition to the City of Larchwood, Lyon County Iowa
   AND
2. Block 2, Single Family Lots 1, 12, 13, 14, 15, 16, 17, and 18 of Northern Acres 1st Addition to the City of Larchwood, Lyon County Iowa
   AND
3. Block 3, Multi Family Lots 1, 2, 3 and 4 of Northern Acres 1st Addition to the City of Larchwood, Lyon County, Iowa
   AND
4. Block 3, Single Family Lots 5, 6, 7,8, and 9 of Northern Acres 1st Addition to the City of Larchwood, Lyon County, Iowa

WHEREAS, for the mutual benefit and protection of future owners of said above described real estate Larchwood Economic Development Corporation, Inc. amends the original Covenants as hereinafter provided.

NOW THEREFORE the covenants and restrictions are hereby amended to add the following paragraph, number 33, immediately after paragraph number 32 of said original Covenants:

33. Penalty Clause. If the owner of any lot fails to substantially complete construction of the principal building on a lot within the three-year time frame required by Covenant No. 26, said owner agrees to enter into an agreement with Larchwood Economic Development Corporation, Inc., to pay real estate taxes based on a minimum assessed value of $250,000.00 per year per lot until such time construction of the building on the lot has been completed and a new valuation has been established.

Passed, approved, and adopted this 16th day of February, 2022.

Larchwood Economic Development Corporation, Inc.

By: _____ By: _____

Jared Vander Sanden, President Morgan Hoogendoorn, Treasurer

STATE OF IOWA, COUNTY OF LYON

This record was acknowledged before me on February 16, 2022, by Jared Vander Sanden, President, and Morgan Hoogendoorn, Treasurer of Larchwood Economic Development Corporation, Inc.

NOTARIAL SEAL IOWA
KATHERINE A MORGAN
Commission Number 774516
My Commission Expires
2-27-2024

_____
Signature of Notary Public

Document 2026 1441
Book 2026 Page 1441 Type CVNTS Pages 3
Date 6/08/2026 Time 10:30 AM
Rec Amt $17.00

Amie Griesse, Recorder
Lyon Iowa

SECOND AMENDMENT TO COVENANTS RUNNING WITH THE LAND COMPRISING NORTHERN ACRES 1ST ADDITION TO THE CITY OF LARCHWOOD, LYON COUNTY IOWA

Recorder's Cover Sheet

Preparer Information:
Lachlan M. Bonander, 430 Holder Street, P.O. Box 186, Larchwood, IA 51241, (712) 477-2902

Taxpayer Information:
Larchwood Economic Development Corporation, Inc., 843 Church Hill Drive, Larchwood, IA 51241

Return Document To:
Lachlan M. Bonander, 430 Holder Street, P.O. Box 186, Larchwood, IA 51241

Grantors:
Larchwood Economic Development Corporation

Grantees:

Document or instrument number of previously recorded documents: _____

SECOND AMENDMENT TO
COVENANTS RUNNING WITH THE LAND COMPRISING
NORTHERN ACRES 1ST ADDITION
TO THE CITY OF LARCHWOOD, LYON COUNTY IOWA

WHEREAS, Larchwood Economic Development Corporation, Inc. filed for record the Final Plat of Northern Acres 1st Addition to Larchwood April 16, 2021 in Book 21 at Page 100 in the Office of the Recorder of Lyon County, Iowa. Attached to the Final Plat were the Covenants Running with the Land Comprising Northern Acres 1st Addition.

WHEREAS, paragraph number 31 of the Covenants provide that Larchwood Economic Development Corporation, Inc. may revise or modify the covenants so long as it has an ownership interest in two or more lots.

WHEREAS, Larchwood Economic Development Corporation, Inc. amended the Covenants by First Amendment to Covenants Running With the Land Comprising Northern Acres 1st Addition to the City of Larchwood, Lyon County, Iowa, which was dated February 16, 2022, and filed for record February 28, 2022 in Book 2022 at page 526 in the Office of the Recorder of Lyon County, Iowa. Said Amendment added Covenant **No. 33. Penalty Clause** to the Covenants.

WHEREAS, Larchwood Economic Development Corporation, Inc. is currently the sole owner of the following described real estate in Northern Acres 1st Addition:

1. Block 1, Single Family Lots 1, 2, 3, and 4 of Northern Acres 1st Addition to the City of Larchwood, Lyon County, Iowa;

   AND

2. Block 2, Single Family Lot 13 of Northern Acres 1st Addition to the City of Larchwood, Lyon County, Iowa;

   AND

3. Block 3, Multi-Family Lot 4 of Northern Acres 1st Addition to the City of Larchwood, Lyon County, Iowa;

   AND

4. Block 3, Single Family Lot 5 of Northern Acres 1st Addition to the City of Larchwood, Lyon County, Iowa.

and has the power by virtue of said ownership to revise or modify the covenants.

WHEREAS, the City of Larchwood is purchasing Lots 4 and 5 in Block 3 of Northern Acres 1st Addition to the City of Larchwood, Lyon County, Iowa, for the purpose of constructing a community center on said Lot 4 of Block 3. Lot 5 of Block 3 is being purchased for future needs of the community center, or for use as a park.

WHEREAS, because of the use of the above-described Lots 4 and 5 of Block 3 for said community center uses, certain covenants will not be applicable to said Lots.

WHEREAS, because of the use of the above-described Lots 4 and 5 of Block 3 for said community center uses, a new covenant shall be added which restricts vehicle access to said Lots 4 and 5 of Block 3 from Willard Lane.

NOW THEREFORE the covenants and restrictions are hereby further amended by adding the following Covenants No. 34 and No. 35:

34. **Vehicle Access Restricted.** There will be no vehicle access from Willard Lane to Lots 4 and 5 in Block 3 of Northern Acres 1st Addition to the City of Larchwood, Lyon County, Iowa.

35. **Exemption of Lots 4 and 5 in Block 3 from Certain Covenants.** Lots 4 and 5 in Block 3 of Northern Acres 1st Addition to the City of Larchwood, Lyon County, Iowa, shall not be subject to the following covenants and restrictions: Covenant No. 1, Covenant No. 2, Covenant No. 3, Covenant No. 4, Covenant No. 5, Covenant No. 7, Covenant No. 8, Covenant No. 14, Covenant No. 15, Covenant No. 18, Covenant No. 19, Covenant No. 20, Covenant No. 26, Covenant No. 28, and Covenant No. 33.

Passed, approved and adopted this 28th day of May, 2026.

Larchwood Economic Development Corporation, Inc.

By: _____ President
Jared Vander Sanden, President

By: _____
Morgan Hoogendoorn, Treasurer

STATE OF IOWA, COUNTY OF LYON

This record was acknowledged before me on May 28, 2026, by Jared Vander Sanden, as President, and by Morgan Hoogendoorn, as Treasurer, of Larchwood Economic Development Corporation, Inc.

NOTARIAL SEAL IOWA
DEBORAH JANE DONKERSLOOT
Commission No. 837737
My Commission Expires 2/28/27

_____
Signature of Notary Public