

# LPA

# Rules & Regulations



**As updated  
September 4, 2018**

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# Rules and Regulations Index Lake Panorama Association

Updated September 4, 2018

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# **Rules and Regulations Lake Panorama Association**

**WHEREAS**, the membership of the Lake Panorama Association has approved a revision to the Covenants and Restrictions by proper vote on April 26, 2003, AND those Covenants and Restrictions, which Run With The Land, bind property owners within the development to the By-Laws and the Rules and Regulations adopted by the Lake Panorama Association (April, 2004) AND that Article V. Part B of those By-Laws authorizes the Lake Panorama Association Board of Directors to promulgate rules and regulations regarding the usage of Association property and define the limit and privileges of members and guests,  
**The Lake Panorama Association Board of Directors have adopted these updated rules and regulations effective May 1, 2014 after a vote to add Sections on Invasive Species.**

RESOLVED, that, taking into account the recommendations of the Home Rental Committee and the vote of the members on the Home Rental Ballot Measure at the annual meeting held on May 11, 2013, the Board hereby adopts the proposed rule changes to Sections 2.20, **2.30** and 7.02 of the Rules and Regulations of Lake Panorama Association all to be effective as of January 1, 2014. (These revisions are incorporated into the designated sections of the updated Rules and Regulations)

## **RULES AND REGULATIONS**

Every one of the Rules and Regulations is hereby declared to be independent of, and severable from, the rest of the Rules and Regulations, and of and from every other one of the Rules and Regulations, and of and from every combination of the Rules and Regulations. Therefore, if any of the Rules and Regulations shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability of the other rules or regulations.

## **Article I**

### **Section 1.1 Definitions**

#### **1.11 Definition of Membership.**

- (a) A “member” shall mean and refer to those persons entitled to membership as provided in the covenants, the articles of incorporation, the bylaws and the rules and regulations of the Association. Only those who are record lot owners in the Lake Panorama Subdivision are members.
- (b) Except for those members having multiple membership on a single lot prior to April 29, 2000, membership shall be limited hereinafter to one membership per lot. Each membership shall have one vote. Each membership shall be composed of a legal entity, of one or not more than three adult persons, each related to the other by blood, marriage, or adoption, or a group of not more than three adult persons not all so related, maintaining a common household on a jointly owned lot.
- (c) All covenants and restriction filed with the Lake Panorama Subdivision plats are part of the membership requirements.

#### **1.12 Membership Rights.** The following persons shall have the same rights as a member:

- (a) Minor children of a member living at home and solely supported by a parent who is a member who has a membership.
- (b) Handicapped children living at home, regardless of age, and partially supported by a member who has a membership.
- (c) A child who is a full-time student at an accredited educational facility, who is under the age of thirty years and who is partially supported by a member who has a membership.
- (d) The LPA Board of Directors shall at all time have the authority to verify the status of all persons claiming to be members herein.

#### **1.20 Definitions of property for the purposes of the rules and regulations**

##### 1.21 Community areas

Consists of beaches, golf courses, and member access areas as designated on the plats for the Lake Panorama development

##### 1.22 Common property

1.221 Unplatted property belonging to the Lake Panorama Association including road right of way, developed streets, graded access, drainage areas, silt storage ponds, farmland, and open or timbered property.

##### 1.222 Platted Property

Property once platted in lots which may or may not currently be considered platted, but held by the Lake Panorama Association.

##### 1.23 Marina

The common property including the jetty, boat ramp, parking and floating facilities located at the east end of the Main Basin of the lake.

**Article II**  
**Section 2.0**

- (a). Dues and Assessments are billed annually and are due in full by May 1st.
- (b.) **Dues:** Anyone acquiring a lot prior to November 1 of any year through resale by a member who still retains property at Lake Panorama will be expected to pay Fifty dollars (\$50)\* membership dues and the current assessments due at the time of filing his membership application, which is also a requirement when purchasing property. Anyone acquiring a lot through resale from a member, who no longer holds property at Lake Panorama will not, if the previous owner's dues are paid, be required to pay dues until the next billing season. \*as of 2005- subject to annual % dues increase.
- (c). **Past Due Accounts:** If Association fees are not paid when due, the account shall be deemed, "past due." Past due accounts shall bear the maximum interest provided by the law and shall be subject to other fees and penalties as detailed in the LPA Collections Policy.
- (d). **Delinquent Accounts:** Past due accounts that remain unpaid may be deemed, "delinquent." The Association shall have the right to seek judicial determination for any delinquent accounts. Delinquent accounts for which judicial determination is pursued shall be charged for all dues, assessments, penalties, late fees, and interest accrued at the time of collection. In addition, Delinquent accounts for which judicial determination is pursued shall be charged filing fees, cost of delivery of service and/or certified mail, legal fees, and an administrative, judicial pursuit fee of \$75.

**2.20 GUEST PRIVILEGES**

(a). **Application:** Lake Panorama extends a cordial welcome to guests of its members within the limits of such restrictions as are consistent with the best interest of the entire membership of the Association. Members of the Association will be required to observe the following regulations relating to guest privileges:

(b). **Guest Boats:** Guests may not launch their own boats on Lake Panorama. The only **exception** to this rule shall be:

**Guest Boat Registration:**

1. A property owner may register three (3) guest boats during the season. A guest boat will be allowed on weekdays only, Monday through Friday, excepting holidays. A guest pass will be good for a consecutive 2-day period with a \$25.00 fee for the registration. It will be necessary to know the make of the boat, identifying number, color, length and horsepower. The property owner must make all the arrangements through the LPA Office during regular business hours. The property owner will be required to sign an agreement assuming all responsibility for his guest.
2. All guest boat owners/operators must abide by invasive species regulations of Section 5.5

(c). **Qualifications for privileges:**

No persons, or members of their immediate families, who own property at Lake Panorama shall be allowed to engage in any facility privileges unless they are not a Member in good standing, nor shall they qualify as guests of members under any circumstances.

(d). **Guest Rules May be Modified:**

The Board of Directors may from time to time make such rules as they deem necessary regarding the admission and privileges of guests to the Lake facilities.

**(e). Responsible Parties:**

All members are responsible for the behavior and conduct of their guests and are directly liable for any violation of LPA rules by their guests. Fines accrued by a guest will be considered issued to the member.

**2.30 RENTING BY MEMBERS**

Any member of the Association may rent his or her home or condominium located within the Lake Panorama Subdivision upon such terms as he or she deems acceptable, provided that the following rules shall apply to any such rental:

**(a). Rental Limit:** A member may not rent his or her home or condominium more than one time in any four consecutive week period. The four consecutive week period shall commence upon the commencement of the rental term (e.g. – if a member rents his home on Wednesday, August 1<sup>st</sup> for a term of 7 days, then such member may not rent his home again until Wednesday, August 29<sup>th</sup>). Any member who rents his or her home or condominium more than once in any four consecutive week period shall be fined \$500 per day for each day a renter uses the member’s home or condominium. No renter may sublease a member’s home or condominium to any third party.

**(b). Registration Requirement:**

1. Prior to renting their home or condominium, a member must register their renter with the LPA office on the form established by the Association and provide a copy of the rental agreement signed by the member and the renter. The Association may establish a fee for the registration of renters.
2. Prior to the commencement of any rental period, each renter must sign an agreement stating they will abide by all rules and regulations of the Association as well as provide necessary contact information to LPA staff.
3. Failure to register any renter (regardless of the rental term) shall result in a fine to the member renting their home or condominium in the amount of \$50 for the first violation, \$100 for a second violation, \$250 for a third violation and each subsequent violation.

**(c). Owner privileges while Renting Property:**

A member of the Association may not operate the vessel affiliated with their property on Lake Panorama while their home or condominium is being rented.

1. For each rental, the owner of the property relinquishes boating privileges during the rental term. If a property owner is found boating during the rental term, a fine will be assessed as follows. First offense will be \$250. Second offense will be \$500 and loss of boating privileges for the year.

**(d). Rental privileges:**

During the period of rental occupancy the renter shall have available for use the entire facilities of the Association, including Lake Panorama, provided the renter has completed all registration forms required by the Association and provided the renter has signed an agreement to abide by all Association rules and regulations.

1. During the rental period a renter may use their own boat upon the Lake. Said renter shall be limited to the use of only one boat and such boat shall be registered with the Association and a fee paid. Rental fee shall be the same as an LPA boat sticker.
2. To obtain a boat sticker, a renter will supply credit card information, which will be used to cover any damage that occurs to Association’s property.
3. A special Boat Sticker will be provided for renter boats.

4. Boat registration fees, golf fees and fees for the use of other facilities, for which there is or may be a fixed charge, shall be at the regular established rate.

5. All Renter boat owner/operators must abide by invasive species regulations of Section 5.5.

**(e). Renters shall comply with Association rules and regulations:**

Renters shall comply with all rules and regulations of the Association. Failure to abide by any rule and regulation may result in fines which fines shall be the responsibility of the member renting their home or condominium.

**(f). Fines:**

Any member who rents their home or condominium shall be responsible for paying all fees assessed by the Association against any renter or guest. All members are responsible for the behavior and conduct of their renters and guests and are liable for any violation of Association rules and regulations by their renters and guests. Fines accrued by renters will be considered issued to the member renting their home or condominium and if the fine is not paid by the renter, the member shall become responsible for the payment of the fine.

**(g). Exceptions:**

The rental rules set forth above in this Section 2.30 shall not apply to any Commercial Member, any Clover Ridge timeshare, or any property operated in affiliation with LPN, LLC.

**Article III**

**Section 3.0 Architectural Restrictions and Building Codes**

The Building Regulations are published in a separate document.

**Article IV**

**4.0 MOTOR VEHICLES**

**A. Definitions**

4.01 Motor vehicles shall be defined as any vehicle required to be licensed in the State of Iowa for operation on public streets and highways.

4.02 Vehicles shall also be defined as any powered or non-powered means of transportation including, but not limited to, construction equipment, golf carts, bicycles, lawn maintenance equipment, etc.

4.03 Current registration shall be defined as licensing that is up to date for Operation in the State of Iowa

4.04 Operating condition shall be defined as capable of immediate and legal operation on public highways in Iowa.

4.05 Posted means traffic regulation signs

4.06 Right of way is the area designated for private streets between the front lot pins of a property and the graded and/or surfaced portion of the roadway.

4.07 Trailers shall be defined as any non-motorized unit that can be used to haul, carry, or enclose equipment and material such as dump carts, flatbeds, boat trailers, and enclosed box trailers or recreational trailers such as pop-up campers or travel trailers.

**4.1 STREETS, PARKS AND OTHER CONTROLLED AREAS IN THE SUBDIVISION.**

(a). All vehicles shall be subject to the traffic rules and regulations posted.

(b). All vehicles are subject to State of Iowa Laws for equipment and operation if not superceded by specific Lake Panorama Association regulations. Iowa State laws apply for motor vehicles.

(c). A 25 mile per hour speed limit is imposed on all designated residential streets.

(d). A 35 mile per hour speed limit is imposed on roads designated as service roads.

(e). The Board of Directors may set lower speed limits in certain areas by posting the same.

(f). No vehicle, equipment, or material shall be parked on any street in the subdivision, except for temporary purposes and shall not remain parked within the right-of-way of any LPA street overnight except with the special permission of the LPA.

(g). Temporary parking may take place along the road edge along one side of the road only.

(h). Construction activity shall not block roadways without the express permission of the LPA. The use of the road or right-of-way for material storage is prohibited.

(i). Camping trailers or other recreational vehicles shall not be parked on empty lots overnight.

(j). All motor vehicles parked or operated on property within the Lake Panorama subdivision shall be currently registered and be in operating condition.

(k.) Authorization for Road Embargo

1. The LPA may designate an association-wide road embargo at any time conditions warrant protection of the streets from damage due to weather or other conditions. Annual implementation of a road embargo is anticipated during the thawing period of late winter or spring, but may be implemented at the sole discretion of LPA. LPA also reserves the right to embargo or close specific roads, or sections of roads, at its sole discretion.

2. The embargo shall state the limitation of weight or size or type of vehicles that are embargoed.

3. The embargo information shall be visible to all drivers via signs posted at LPA entrances.

4. LPA may utilize various forms of communication to provide advance notice to members, businesses and the Panorama Community School District. Members shall be responsible to adhere to the embargo signage regardless of awareness and receipt of supplemental communication by LPA.

5. LPA shall be authorized to consider a delivery vehicle as a member's guest per LPA rules and regulations 2.20(e), which states members shall be responsible for the actions of their guests.

6. Fines shall be administered per the board approved fine schedule.

7. Restitution for damage to LPA roadways by violation of the embargo regulations shall be billed on a scale according to the extent of the damage and the actual cost to repair or replace the road surface up to the cost of repair and complete replacement of the road surface. LPA shall document damage and repair costs, including LPA staff, equipment and material costs as well as work.

8. LPA has sole discretion with regard to providing exemptions to the embargo on a case-by-case basis.

9. Emergency vehicles and law enforcement are exempt from embargo regulations for the security and safety of LPA members.



#### **4.2 MOTORCYCLES, MOTOR BICYCLES, MOTOR SCOOTERS AND MOPEDS**

- (a). All regulations regarding motorcycles, motor bicycles, motor scooters and mopeds promulgated by the State of Iowa shall apply.
- (b). The following regulations shall apply to all motorcycles, motor bicycles, motor scooters and mopeds:
  - (1). Operators shall comply with current State licensing policies.
  - (2). Operators shall have a valid state operator's license in their immediate possession.
  - (3). Motorcycles, motor bicycles, motor scooters and mopeds shall only be ridden on operator's private property or the LPA roadways.
  - (4). Operators shall comply with LPA traffic signs, including but not limited to speed limit signs.

#### **4.3 SNOWMOBILES**

- (a). All regulations regarding snowmobiles promulgated by the State of Iowa shall apply, including but not limited to age restrictions.
- (b). The off road recreational vehicle regulations and laws of the State of Iowa shall apply to the Lake Panorama Subdivision.
- (c). Snowmobiles may be operated on member's lot only, or on areas specifically designated by the Lake Panorama Board of Directors or LPA management as authorized by the Board of Directors.

#### **4.4 ALL TERRAIN VEHICLES**

- (a). All terrain vehicles shall be defined as any motorized vehicle intended for off-road recreational usage where operator has to straddle the seat.
- (b). All terrain vehicles (ATV) shall not be allowed anywhere within the Lake Panorama Association community except the ATV owner's personal lot. ATVs shall not be driven on LPA roadways, community areas, beaches, golf courses, private lots or wooded areas with the exception of when being used specifically for maintenance for the owner's property.
- (c). If operated on LPA roadways for the maintenance of the owner's lot, ATV operator shall have a valid driver's license and operate only during daylight hours. Operators shall comply with LPA traffic signs, including but not limited to speed limit signs.
- (d). Management has the discretion to make exceptions in special circumstances involving point to point transportation.

#### **4.5 GOLF CARTS**

- (a). Golf carts may be operated on LPA roadways during daylight hours.
- (b). Golf carts with proper vehicle lighting (as for automobiles) may be operated on LPA roadways outside of daylight hours.
- (c). Operators shall have a valid driver's license in their immediate possession or a valid learner's permit. Operators using a valid learner's permit shall be under the direct supervision of an adult who holds a valid driver's license.
- (d). Operators shall comply with LPA traffic signs, including but not limited to speed limit signs.

#### **4.6 UTILITY VEHICLES**

- (a). Utility vehicles are defined as any motorized vehicle intended for off-road recreational usage.
- (b). Utility Vehicles (UV) may be operated on LPA roadways during daylight hours
- (c). Utility Vehicles (UV) with proper lighting (as for automobiles) may be operated on LPA roadways outside of daylight hours.
- (d). Operators shall have a valid driver's license in their immediate possession.
- (e). Operators shall comply with LPA traffic signs, including but not limited to speed limit signs.

### **Article V**

#### **Section 5.0 Lake Usage**

**Whereas, it is in the interest of the membership of Lake Panorama that water safety be a paramount part of the recreational experience and that the lake, by nature, is in many places narrow for unregulated boating and water sports, the following boating regulations are promulgated:**

#### **5.1 BOATING OPERATIONS REGULATIONS**

##### **(a). State Law Compliance**

1. All vessels operated on Lake Panorama must comply with the State of Iowa Boating Regulations approved by the Iowa Department of Natural Resources except where superceded by the regulations of the Lake Panorama Association.
2. This document defines "vessel" as meaning every description of watercraft, including, but not limited to powered vessels, such as motorboats, jet boats, wake boats, pontoon boats, powered barges, personal watercraft, and non-powered craft such as sailboats, canoes, kayaks, paddleboats, rowboats, and stand-up paddle boards. The LPA general manager may temporarily deny usage of any unconventional device, apparatus or vessel on Lake Panorama, until such time when the water safety committee and LPA board of directors can evaluate the safety of said unconventional device, apparatus or vessel.

##### **(b). Authority to Restrict Boating**

1. LPA Security Supervisor has the authority to make the determination when conditions may require restrictions on full boating activities in order to promote safety. In order to promote safety, Lake Patrol may direct non-powered boats to move to areas of the lake with reduced speed limits, such as within 50 feet of the shoreline or into protected coves during periods of heavy boat traffic.

##### **(c). Authorized Personnel for Enforcement**

The Lake Panorama Association is authorized to appoint an agent, agents and employees to enforce rules of the Association and to purchase necessary equipment to patrol the area.

1. Intentional vandalism or unauthorized relocation of buoys shall result in an automatic 3rd offense under LPA rules 5.1(f)(3). In the case of vandalism, the offending member shall pay both the stated fine and damages.

##### **(d). Lake Closure in Emergencies**

Lake closure may be declared by the Lake Panorama Board of Directors or by the General Manager in times of flood, debris flow event, or dam emergency. All boating except maintenance, rescue and salvage craft may be prohibited for a designated period of time as indicated by public announcement,

signage, regulatory buoys or by verbal information from Lake Panorama personnel.

**(e). Inspection of vessels**

1. Private vessels may be inspected at any time by the Lake Panorama Association. Inspection may be for vessel specifications, vessel safety equipment, for evidence of invasive species regulation compliance and/or any other purpose regarding legal operation and usage of the vessel or its contents on Lake Panorama waters.

**(f). Confiscation authorized**

1. Any vessel found on Lake Panorama or its shores in violation of any of the rules, regulations, covenants or restrictions of the Lake Panorama Association, or any documents recorded at the Guthrie County courthouse, may be confiscated by the Lake Panorama Association or its duly authorized agent.

2. The owner or operator may be fined in accordance with the fine schedule set by the Board of Directors and posted at the Lake Panorama Association Office.

3. Fines are 1<sup>st</sup> offense \$50.00; 2<sup>nd</sup> offense \$100.00; 3<sup>rd</sup> offense \$250.00 and loss of member's boating privileges for the season.

**(g). Revocation of Privileges**

Any lot owner or commercial member who shall have permitted, authorized or allowed illegal use of or launching of a vessel in violation of the rules, regulations or restrictions may have their rights and privileges as a Lake Panorama member revoked until the charge or fine set out herein has been paid and until written application for reinstatement has been made to and approved by the Lake Panorama Association.

1. Misrepresentation of vessel specifications, including all measurements, engine displacement, horsepower, or any other boat permit qualifying information shall result in an automatic 3<sup>rd</sup> offense fine and loss of member's boat privileges for the entire season and shall be subject to future requirements for certification of vessels prior to receiving a boat permit.

2. Members having misrepresented information to qualify a vessel in the previous year must present complete evidence of qualification for any and all vessels the members desire to utilize with boating privilege reinstatement.

**(h). Registration/ sticker required**

All vessels operated on Lake Panorama must display a current Lake Panorama Association sticker and the appropriate invasive species inspection sticker issued according to Section 5.5.

**(i). Operator Qualifications for vessels**

Any operator of a motorized vessel in excess of 10 hp must be at least sixteen (16) years of age AND if under 18 must have passed and have in their possession the boater education certification approved by the Iowa DNR or be accompanied by a responsible person of at least eighteen (18) years of age who is familiar with boating operation.

**(j). Operator Qualifications for Personal Watercraft**

Operators of PWC who are 16 or 17 (whether accompanied by an adult or not) must pass and have in their possession the basic boating certification as required by the State of Iowa.

**(k). Speed Limit between sundown and sunrise**

No vessel shall be operated at speeds in excess of 10 mph from ½ hour after sunset until sunrise.

**(l). Speed and Distance Regulation**

No vessel traveling at a speed in excess of 10 mph shall operate directly behind another vessel at a distance closer than 200 feet.

**(m). Limits on Speed in certain situations**

No vessel shall be operated within 50 feet of any shoreline, stationary vessel, dock or floundered skier at a speed in excess of 10 mph.

**(n). Skiing and Towing Limitations**

1. No person shall be towed on skis or any other device within 100 feet of the shoreline, nor shall any person be towed in such a fashion on water skis so as to land or depart from the shore or dock area.
2. A maximum of two tubes or inflatable objects shall be pulled behind a vessel.
3. Ski lines, tubes and towables may not be pulled into the marina area.
4. The Narrows will be limited to no towing (tubes, skiers, or any other towed devices) or wake surfing from 11 a.m. to 4 p.m. on weekends and holidays from Memorial Day to Labor Day. Special navigational buoys will be used to notify boaters.
5. The Security Chief may prohibit skiing and towing in the Narrows area during other high traffic days by flagging the center-line buoys between the upper basin and Sunset Beach

**(o). Observer Required when Towing**

A motorized vessel towing a person or persons shall have, besides the operator of the vessel, another person nine (9) years of age or older in a position to observe the person or persons being towed. Towing by remote-controlled device, including, but not limited to drones, is prohibited on Lake Panorama.

**(p). Skiing and Towing Hours**

No person shall operate a vessel on Lake Panorama towing a person on skis, or similar device, nor shall any person engage in water skiing, or similar activity, at any time from ½ hour after sunset until sunrise, the times established by standard sunrise/sunset tables.

**(q). Personal Floatation Devices Required**

All persons operating or riding on a personal watercraft, or being towed behind a vessel on skis or other object, must wear a personal flotation device. All passengers under the age of 13 MUST wear a personal flotation device when the vessel is underway.

1. All vessels as defined shall have personal flotation devices appropriate for each passenger and operator with the vessel at all times.

**(r). Center Channel Buoys—counterclockwise vessel traffic**

All vessels operated on the main channel of Lake Panorama must travel on the right of the center channel buoys.

**(s). No Dropping of Skis**

Dropping of skis will not be allowed.

**(t). Prohibited Activities**

Any authorized vessel operating on the lake shall not use any glider kits, motorized glider, kites, parasails, kite tubes, flyboards or like objects in connection with said use of vessel.

**(u). Boat Dealers and Demonstrations**

Licensed boat dealers or their agents are required to be aboard the vessel at all times while demonstrating the vessel to a prospective buyer.

**(v). No Overnight Boat Parking**

No vessel shall be parked overnight in any community area.

**(w). Overnight use of vessels prohibited**

Overnight sleeping is not allowed on any vessel.

**(x). Sanitary Facilities on vessels prohibited**

No vessel shall be equipped with sanitary facilities of any kind, which are capable of discharging directly into the water.

**(y). Airboats and Hovercraft Prohibited**

Airboats and hovercrafts are prohibited on Lake Panorama (with the exception of rescue hovercraft.)

**(z). Regulatory Buoys Must Be Obeyed**

Regulatory buoys function as boat traffic regulation signs and designate the rules for operation in that area.

## **5.2 BOATS AND PERSONAL WATERCRAFT**

### **EQUIPMENT SPECIFICATIONS AND LIMITATIONS**

**(a). Engine Size Limit--Boats (non-pontoon type)**

In the interest of safety and general welfare of the membership of the Lake Panorama Association, no boat that has an engine displacement in excess of 6.2 liter/377 mag. c.i. will be registered or permitted to operate on Lake Panorama. If a boat has multiple engines, the total displacement of all engines shall not exceed 5.8 liter/351 mag. c.i.. EXCEPT that boats with engine displacements in excess of 5.8 liter/351 mag, c.i. that were registered and permitted to operate on the lake in the calendar year 1988, and have been registered each year thereafter, shall be exempt from this provision.

**(b). Engine Size Limits—Personal Water Craft (PWC)**

1. No 2-cycle engine personal watercraft that has an engine in excess of 130 hp /1100cc. shall be registered or permitted to operate on Lake Panorama.
2. No 4-cycle engine personal watercraft that has an engine in excess of 185hp/1500cc. shall be registered or permitted to operate on Lake Panorama.

**(c). Engine Size Limits---Pontoon Boats**

1. Outboard equipped pontoons shall not exceed a 200 horsepower rating
2. Inboard/ Outboard equipped pontoons shall not exceed 299 horsepower.

**(d). Engine horsepower Limits—all vessels**

1. No vessel shall be equipped with an engine exceeding the horsepower maximum recommended by the manufacturer or the U.S. Coast Guard.

**(e). Vessel Registration limit per membership**

No more than two (2) power vessels in excess of 10 hp per membership may be registered per season.

**(f). Vessel Size Limits**

Maximum length for boats registered at Lake Panorama is 24 feet overall, which includes swim platforms and pontoon boats is 27 feet (including swim

platforms)(added December 21, 2010). Longer boats purchased prior to September 1997 and continuously registered will be permitted.

**(g). Sailboards Prohibited**

Registration of sailboards will not be allowed. Those members who previously registered sailboards will be grandfathered and the member can upgrade that vessel in the future, effective March 19, 1998.

**(h). Boat Registration Requirements—Address of Office**

1. Vessels may be registered only to members of the Lake Panorama Association. Members are required to provide a copy of the current state Boat Registration Certificate that shall stipulate the member as the owner of the vessel.
2. Vessels shall be registered at the Lake Panorama Association Office, Panora, Iowa during office hours or by mailing to the Association Office, PO Box 157, Panora, Iowa 50216.
3. Boat permits shall only be issued by authorized LPA personnel and are subject to limitations and requirements of the invasive species regulations of Section 5.5

**(i). Houseboats Prohibited**

1. Houseboats shall not be permitted on Lake Panorama. Houseboats continuously registered prior to May 22, 2018 shall be grandfathered as long as they remain continuously registered by the current owner. The LPA general manager is authorized to determine what constitutes a houseboat.

**5.3 MARINA**

**(a). Requirements for Usage**

Slips will only be rented to Lake Panorama Association members whose dues and assessments are paid in full and must be reserved from the Marina operator.

**(b). Users must follow posted regulations**

Posted rules and signage must be obeyed.

**5.4 SWIMMING**

**(a). Swimming Location Limits**

Swimming in the lake more than 100 feet from the shoreline is prohibited at all times except when swimming within 10 feet of a boat.

**(b). Beach Swimming Regulations**

1. Swimming is allowed at the beaches only during the posted hours and only within roped areas.
2. Swimmers must follow posted regulations at each beach.

**(c). Marina Swimming Prohibited**

Swimming in the Marina areas is prohibited including from the jetty, from the covered slip units, from walkways, from the gas dock, boat ramp and courtesy dock area and all areas between.

**5.5 INVASIVE SPECIES PROTECTION**

**(a.) Definitions:**

1. Water related equipment: Water-related equipment means a motor vehicle, boat, watercraft, dock, boat lift, raft, vessel, trailer, tool, implement, device, or any other associated equipment or container, including but not limited to portable bait containers, live wells, ballast tanks, bilge areas, and water-hauling equipment that is capable of

containing or transporting aquatic invasive species, aquatic plants, or water.

2. Invasive species: Any or all plant and animal species capable of rapidly reproducing and invading the environment due to the lack of other species or simple controls that occur with the “invasive” species in their native environments. For the purposes of this rule, aquatic invasive species include at a minimum: zebra or quagga mussels, various species of Asian carp, Eurasian water milfoil, and other aquatic species that may become so classified.
3. Baitfish: any species of fish used for bait
4. Infected: Any vessel or water-related equipment containing within or without identifiable adult or juvenile forms of any designated invasive species.
5. Temporary Permits—Boat permits issued for LPN resort guests, timeshare guests, short-term home rental boats or guests of members of the LPA that are, by definition, only used during the designated periods less than a full season.
6. Resident Vessels—vessels that remain on or at Lake Panorama and/or the Middle Raccoon River. This may include trailered vessels used exclusively on Lake Panorama.
7. Non-resident Vessels—Any member or non-member owned vessels trailered and/or used at any water bodies other than Lake Panorama and/or the Middle Raccoon River.

**(b.) All vessels that obtain temporary or full boat permits, whether member-owned, timeshare, guest boats, resort boats, or fishing contest guests, or other temporary guests and all water-related equipment are subject to Iowa law regulating the transfer of invasive species, plus Lake Panorama rules and regulations.**

**(c.) The LPA reserves the right to inspect any vessel or water-related equipment that is intended to be launched on or installed in the Lake** and may prohibit or ban any and all vessels and/or water-related equipment and/or vessel owners or operators from lake usage for violation of these rules. Fines for such violations shall also be a means of enforcement.

**(d.) All member and non-members desiring to obtain any type of boat permit or temporarily be on the lake for contests or trials, or who desire to install or utilize other water-related equipment on Lake Panorama, must complete an invasive species questionnaire/ consent form/ brochure** that requests information about previous boating locations and water-related equipment usage, and gives invasive species prevention instructions, unless they have been designated as resident lake boaters by virtue of maintaining and operating their vessel(s) solely on Lake Panorama.

1. Members whose boat(s) only are operated on Lake Panorama are considered RESIDENT boaters and need not complete the questionnaire, but must certify their vessels are only operated on Lake Panorama through the annual boat permit application process. Should a RESIDENT lake vessel be removed from the lake and be operated elsewhere, the member is subject to completion of the questionnaire and certification as required of non-resident lake members until such time as one full calendar year has passed. Members are responsible to notify the LPA of any change of status. Failure to notify a

change of status will result in loss of boat permit privileges for one year. RESIDENT invasive species stickers will be issued to vessels so designated. RESIDENT stickers will be indicated by a basic green coloration and will be issued for the period coinciding with the issuance of Iowa DNR registration stickers. As long as the vessel status remains as only operated on Lake Panorama (or the Middle Raccoon River), the sticker will remain valid. Faded, lost or damaged stickers shall be replaced for a fee as determined by the replacement cost of the stickers. If vessels are traded or replaced, new invasive stickers will be issued to the replacement vessel at cost.

2. NON-RESIDENT vessels owned by timeshare members, non-member resort guests, home renters, member's guest's boats, and any other guest vessels owners or operators must fill out the invasive species questionnaire, certify to the location of previous boating activity, and acknowledge the hazards of invasive species introduction. NON-RESIDENT vessels shall be issued invasive species stickers indicated by a basic red coloration and dated with the current registration year and must be current to the year of boat permit issuance. The boat permit application form may be substituted for a questionnaire/consent form/ brochure for member applicants.

3. Any boat that may possibly have been on another water body may be inspected. Any boat that is certified to have been on another water body must be inspected by LPA-designated personnel and must pass the inspection to be allowed a temporary or permanent boating permit or temporary access to the lake.

4. Boats serviced by Coulter's Lake Panorama Marina that are known to be from areas contaminated by invasive species may not be allowed lake access for testing unless the vessel has been certified to have been properly decontaminated by cleaning, draining, drying, and other accepted procedures and timing.

(e.) **Inspections**-- All vessels known or suspected to have been on other water bodies are subject to inspection to detect plants, mud, or animals, whether juvenile or adult forms, on boat, boat trailer, or fishing equipment, or to detect water from other water bodies in live wells, motors, bilge tanks or ballast tanks.

1. Any vessel or water-related equipment found infected with specimens of adult or juvenile forms of any invasive species shall be immediately banned from operation or installation or use on the lake and quarantined or removed from the development, fined \$500 and reported to the Iowa DNR for further enforcement. For member-owned vessels or water-related equipment, all existing boat permits will be revoked and no new permit shall be issued for a period of one year. Non-member vessels shall be quarantined at an approved location during the period the non-member is staying at Lake Panorama. Non-members shall be permanently banned from vessel usage at Lake Panorama.

2. Member and non-member owned vessels or water-related equipment found to have water in live wells, motors, bilge or ballast tanks, or found to have plant or animal material, including mud, shall be refused boating privileges, reported to the Iowa DNR for further enforcement, and be quarantined away from the lake development until such time as all water has been removed from the boat and all surfaces power-washed with hot water (140 degrees), or tanks and motors dried for a minimum of five days (or in



the case of non-members—quarantined until their stay is over.) Members shall be fined \$250. The cleaning, draining, drying and/or other procedures completion shall be certified by LPA or marina personnel.

3. Non-member vessels launched in Lake Panorama and shown to have been in another water body without proper cleaning procedures or emptying of tanks shall be immediately removed from the lake and owner/operators shall be reported to the Iowa DNR for additional enforcement. The vessel and owners/ operators shall be permanently banned from boating on Lake Panorama.

4. Member-owned vessels launched in Lake Panorama and shown to have been in another water body without proper cleaning or drying prior to launch here shall be immediately removed from the lake, fined \$500 by the LPA, and reported to the Iowa DNR for the enforcement of State Law. Boat permits for said vessels shall be immediately revoked and the vessel be banned from the lake for a period of one year.

5. Owners or operators shown to have falsified information on invasive species questionnaires shall be permanently banned from operating vessels on Lake Panorama and all boat permits for the current year revoked.

6. Vessels and owner/operators banned from lake usage or with revoked boat permits shall be restored to lake usage only upon the completion of the time of penalty designated in these rules and by showing proficiency in the knowledge of invasive species introduction by completion of a new user questionnaire and demonstrating a proper inspection of boat and trailer for search for invasive species to designated personnel.

(f.) All member and non-member vessel operators intending to boat on Lake Panorama shall be notified of these regulations through means approved by the general manager including, but not limited to, brochures, signs, email, letters, newspaper articles, website announcements, etc.

(g.) These rules shall be summarized and posted at all boat ramps. Rules posted must include all basic regulations. Signs shall constitute valid notification of these rules.

(h.) No water-related equipment such as boats and lifts previously installed at any other water body shall be moved to or installed at Lake Panorama.

(1.) Water-related equipment shown to have been thoroughly drained, cleaned, dried and treated may be considered for permission to install, but only in the boating season following removal from a previous water body, and only after thorough inspection to confirm clean status.

(i.) Boat stickers of vessels banned from the lake shall be removed and either returned to designated LPA personnel, or destroyed and evidence of destruction provided. No refund of permit fees shall be provided.

(j.) To assist in preventing the spread of invasives species, no invitational activities, tournaments, contests, or demonstrations shall be allowed at Lake Panorama unless explicitly approved by the LPA Board of Directors.

## **5.6 LAKE USAGE / PROPERTY RIGHTS ISSUES**

- (a.) Whereas all side property lines of waterfront lots are extended on the same bearing as the respective side property lines to the 1045 water level and that property ownership is intended to be to this line by the original plats; And by the Amended Covenants and Restrictions governing the development, there is a 20 foot wide easement along the entire shoreline of the lake for access for appropriate purposes, And the LPA is the owner of the lake bottom;
- (b.) Therefore, Property owner, by obtaining a permit for a permanent dock and/or placing a dock and lift(s) on Lake Panorama, recognizes and agrees the **dock and lift(s) placed in a permanent easement** area reserved to the LPA, and that if the dock and lift(s) must be changed or removed to allow LPA access for purposes of dredging or shoreline maintenance, the owner will bear the cost of doing so. LPA agrees to provide written notice to property owners in the affected area of upcoming dredging work or shoreline maintenance to be performed by LPA, or their agents, no later than 30 days prior to LPA beginning such work (unless circumstances limit the ability to provide less notice). Property owners are required to remove their dock and lift(s) prior to the start date given by LPA in the written notice for such upcoming work. In the event a property owner fails to remove their dock and lift(s) on or before the start date of such proposed work period provided in the notice, then such property owner shall have assumed any and all liability for damage that may occur to their dock and lift(s) resulting from LPA's dredging work or shoreline maintenance. In no event shall LPA be liable for any damage resulting from such property owner's failure to remove their dock and lift(s). Additionally, property owners shall not be compensated for any loss of use of their dock and lift(s) during such work periods. LPA reserves the right, in its sole discretion, to remove any dock and lift(s) that are obstructing work to be performed in the easement area. LPA may assess the property owner any cost incurred in removing the dock and lift(s). (see also Building Codes Section 2870.6)

## **Article VI**

### **Section 6.0 Usage of community areas and common properties**

#### **6.1 CONTIGUOUS PROPERTY**

No owner of any property contiguous to Lake Panorama or property contiguous to or adjoining Lake Panorama shall have any riparian rights in Lake Panorama unless he is a member of the Association.

#### **6.2 CAMPING**

##### **(a). Use of Camping Areas**

To register as a camper you must be a member of Lake Panorama Association. The camping season will commence March 1 and end on October 31. Electric utilities will be available, for an additional fee, from March 1 through October 31. Water utilities will be available, for an additional fee, from May 1 through September 30. Camping and utility services may be extended at the discretion of LPA management for a reasonable additional fee.

Winter storage is offered, for an additional fee, from November 1 through February 28.

**(b). Camping Fee Required**

1. The LPA Board of Directors shall establish fees for camping and related services at their sole discretion. All fees must be paid prior to moving any unit onto the campground on a seasonal basis.
2. Camping units such as tents, converted vehicles or vans will be issued only a nightly pass unless otherwise approved by the LPA management.

**(c). Structures Require Permission**

Any structure added to camping units such as porches, decks, etc., must be approved, in writing, by the LPA general manager. The LPA may demand removal of any structure, at the owner's sole expense, if it encroaches upon the usage of other units, is in a state of disrepair, is a safety hazard or if LPA requires for maintenance purposes.

**(d). Disposal of Wastes**

No refuse shall be released on Lake Panorama property. No wash, dish or sewer water shall be drained upon the ground. Portable containers must be used to contain such refuse and wastewater. Normal garbage can be deposited in containers that are designated for camping usage.

**(e). Offensive Acts prohibited**

No illegal, noxious or offensive activities shall be permitted in the camping area.

**(f). Speed Limit in Camp area**

Speed limit for all vehicles shall be 10 mph. All vehicles must be properly muffled to avoid disturbing other campers.

**(g). Unsound and Unsafe units must be removed**

All campers which are structurally unsafe or which constitute fire hazards, are otherwise dangerous to human life or are in a generally unkempt condition, by reason of inadequate maintenance, dilapidation, obsolescence or abandonment are hereby declared to be public nuisances and shall be abated by repair or removal by the owner. All units must have a current vehicle registration and shall be in a condition that is immediately roadworthy.

**(h). Maintenance of Camp Area**

All members issued a seasonal or annual pass will be responsible for neatly maintaining the area around their unit including the trimming of grass and weeds, putting equipment away when not in use and general appearance of the unit. LPA will require the clearing of campgrounds occasionally for maintenance and improvements. LPA will make a reasonable effort to provide an alternate site for campers to park their units while maintenance is being completed. No utilities will be provided. Reimbursement shall not be provided by LPA for temporary interruption of campground availability, utility availability nor cost to relocate camping units.

**(i). Enforcement of Maintenance**

The LPA General Manager or designee shall examine every camping unit on site to determine whether any violations cited in 6.2(g) or 6.2(h) exist. If any camping unit or site is found to be in violation of 6.2(g) or 6.2(h), the LPA General Manager or designee shall serve notices, notifying the owner and operator of said violation. The notice shall require the owner or person in charge of the camping unit to take corrective action or remove the unit.

**(j). Guest Violations**

In the event the violator is a guest, the property owner inviting the guest agrees that he/she will assume full responsibility for the actions of the guest. The property owner further agrees to pay any fines levied against their guest.

**(k). Camping Sticker Display**

A seasonal camping sticker shall be issued by the LPA Office prior to camping and shall be affixed to each camping unit in such a way the Security Patrol can clearly see the sticker while making rounds.

**(l). Campsite Restriction**

1. Camping in the Lake Panorama Campgrounds is restricted to one recreational vehicle or camping unit per site.
2. Storage of one boat and/or its trailer is acceptable while camping. Storage shall be limited to the site or designated storage area. Use of vacant sites for storage is not allowed and will be subject to fines and or additional charges.
3. Parking and/or driving on and/or over the lateral fields for LPA septic system is not allowed.

**(m). Camp Visitation Hours**

Campground Visitor Hours: 6:00 A.M. to 11:00 P.M.

**(n). Fines**

Fines shall follow the LPA fine schedule.

**6.3 FISHING, HUNTING & TRAPPING**

**(a). Members and Guests only**

Only Association members and their guests are permitted to fish on Lake Panorama or other LPA properties except in the case of special hunts or seasons as designated by the LPA Board of Directors.

**(b). Iowa DNR Regulations Apply**

All rules and regulations regarding fishing, hunting, and or trapping promulgated by the Iowa Department of Natural Resources are hereby adopted by the Lake Panorama Association.

**(c). Hunting Prohibited**

Hunting within the confines of Lake Panorama Subdivision is prohibited, except in such areas and under such conditions and regulations as may be designated and established from time to time by the Lake Panorama Board of Directors.

**(d). Trapping Prohibited**

Trapping is generally prohibited but may be allowed under certain controlled situations with special permission by the Lake Panorama Association.

**(e). Violations**

Violations of hunting, fishing or trapping regulations on Lake Panorama Property will result in the loss of privileges and possible fines by the LPA and the Iowa DNR.

**(f). Posted regulations, boundaries, etc. shall be followed**

Postings shall serve as rules and regulations for any of the activities permitted in this section.

**Article VII**

**Section 7.0 Actions of Owners and Guests**

**7.1 Solicitation**

**(a). No Soliciting**

1. No door to door soliciting, canvassing, sales or other activity shall be allowed except that as duly authorized by the Bureau of the Census, or other organization specifically designated by the Board of Directors.

2. Sales personnel that are specifically invited by property owners are allowed.

#### **7.02 Home Business**

##### **(a). Conditions**

1. No signage identifying the business shall be allowed.

2. No on-site retail business is allowed. (walk-in)

3. No bed and breakfast inn shall be allowed in any member's residential home or condominium.

4. Parking shall be provided only on the owner's property and subject to the building code regulations.

5. No construction equipment or equipment identified as business equipment (excepting automobiles and pick-up trucks) shall be parked in a way that is visible from the street.

6. No inventory or product shall be stored outside.

#### **7.03 Pets**

##### **(a). Household Pets only**

No animals or fowl shall be kept or maintained on said lots except customary household pets in reasonable numbers.

##### **(b). Pets shall be Controlled**

Household pets must not be allowed to run on other person's property and must be kept at home on their premises.

##### **(c). Pets on leash**

Pets being walked along streets and roadways or on the Golf courses shall be on a leash or under the owner's control.

##### **(d). Pet Regulations**

Pet owners shall abide by sign regulations on LPA property including the Golf Courses.

##### **(e). Pet Wastes**

Any pet wastes shall be immediately removed by the owner or handler of a pet on any property that does not belong to the owner or handlers excepting unmaintained common property.

##### **(f). Vicious Animal**

1. Definitions: A vicious animal (including, but not limited to dogs) means and includes:

*a.* Any animal that has attacked or bitten a human being.

*b.* Any animal that has attacked or bitten any domestic animal or fowl on two separate occasions during a 12 month period.

*c.* Any animal that, while unmuzzled, unleashed, or without supervision of a person whose verbal commands are obeyed charges or chases in a terrorizing manner with an apparent attitude of attack any person who is upon property other than that where the animal is kept, sheltered or harbored.

*d.* Any animal that has attacked and killed any domestic animal or fowl.

2. An animal shall not be deemed to be “vicious” if the threat or injury is caused by a person who is assaulting the animal’s owner, committing a willful trespass or tort upon the owner’s premises, or provoking, tormenting, or abusing the animal or can be shown to have done so repeatedly at other times.
3. No person shall keep, shelter, or harbor any vicious animal, nor act as temporary custodian for such animal, nor keep, shelter, nor harbor such animal for any other purpose or in any other capacity within the boundaries of Lake Panorama Association.
4. An owner of an animal which has bitten or attacked a person, in addition to reporting the bite or attack to local health or law enforcement officials, must also report a bite or attack to the Lake Panorama Association within ten (10) days of the incident on forms provided by the Association. Failure to report the bite or attack as provided herein shall result in a fine of \$500.00 payable by the owner of the animal to the Lake Panorama Association.

#### **7.04 Prohibition of Residency by Sexual Offenders**

##### **(a.) Definitions and date of effectiveness**

1. “Reside” shall mean living in or possessing any portion of a Lake Panorama Lot for more than 14 days out of any 30 consecutive-day period.
2. “Registrants” are persons required to register with Iowa’s state sex offender registry pursuant to Iowa Code Chapter 692.
3. This restriction shall not apply to Registrants residing at the Lake Panorama Association prior to May 27, 2008.

##### **(b.) Offenders may not reside at Lake Panorama**

1. “Registrants” shall not permanently or temporarily reside at the Lake Panorama Association.

##### **(c.) Required Action**

1. If a Registrant resides in a Lake Panorama lot as a tenant, or under any other possessor interest, the Lot owner must immediately cause the person to vacate the Lot and, if the person does not vacate the Lot within 30 days of the date the Lot Owner was notified by the Lake Panorama Association of the presence of a Registrant, then the Lot Owner will commence eviction proceedings.
2. If the Lot Owner fails to commence the eviction proceedings within 30 days following the date the Lot Owner is required to do so and diligently pursue the eviction to conclusion, then the Lake Panorama Association may act as attorney-in-fact for the Lot Owner and pursue the eviction action at the Lot Owner’s costs and expense.
3. A Registrant owning and residing in a Lake Panorama Association Lot in violation of this restriction, shall vacate the property within 90 days of receipt of the Lake Panorama Association’s notice to so vacate.
4. If the Registrant Lot Owner fails to vacate the lot within 90 days, the Association may pursue an eviction action against said Registrant Lot Owner.

**(d.) Association Non-Liability and Remedies**

1. The Lake Panorama Association will not be liable to any Lot Owner or anyone occupying or visiting the Lake Panorama Association as the result of the Lake Panorama Association's failure to dispossess a Registrant.
2. Without prejudice to any remedies under applicable law, the Lake Panorama Association shall be entitled to any equitable relief such as, but not limited to, an injunction or restraining order against any Registrant.

**Article VIII**

**Section 8.0 Environmental Concerns**

**8.01 Brush and Tree Disposal**

**(a.) Requirements and Limitations** (See supplemental yard waste site rules pg. 19)

1. Trees and tree trimmings from property growing within the development may be placed at designated burn areas at LPA established brush dump sites during hours posted for the sites
2. All leaves from property within the development may be taken to the designated leaf disposal sites for the property from which they are taken during hours posted for the sites.
  - a. Leaves can only be accepted in bulk, or in biodegradable leaf bags. No plastic bags may be left at leaf disposal sites.
  - b. Leaves may not be burned at designated leaf collection sites according to Iowa Law.
3. Debris from lot clearing that includes stumps, soil, or construction debris is not permitted at any LPA brush disposal site.
4. No disposal of any yard waste or tree trimmings is allowed within the development except at designated burn sites or leaf collection areas.

**(b.) Open Burning**

1. Burning of household refuse and other materials is not permitted. Burning of materials such as leaves, branches, trees or other items, which grows on one's property is permitted.
2. Burning is the responsibility of the Member and no fire should be left unattended.
3. No burning of brush originating on the property shall be permitted beyond the property owner's lot lines. Roadside ditches are the property of the LPA.
4. No burning shall be permitted in any drainage-way, gully, ditch or other area where the flow of water running off the property is concentrated by terrain and could result in soil erosion

**(c.) Lake Disposal prohibited**

1. Leaves, sticks, logs and other debris are not permitted to be discarded in the Lake. All these materials shall be burned or hauled away. Fines may be levied for non-compliance.

**8.02 Property Care**

**(a.) Lot management**

1. Upon designation by the General Manager, property owners will be required to remediate problems with plants on their lot including tree death, tree disease, poison ivy, thorned and hazardous plants or natural fire hazards

- where this situation can be shown to endanger person or property in the immediate area or otherwise be declared a nuisance.
2. Natural materials such as firewood may be stored on properties with homes if stacked and located outside of the front lot setbacks.
  3. Boat trailers and boats are the only property that may be stored on undeveloped lots. Recreational vehicles, campers, motor vehicles and other equipment storage are prohibited on undeveloped lots.
  4. If, in the opinion of the LPA management, any lot has an unsightly appearance and it becomes necessary for Lake Panorama Association to mow or clear a lot, a justifiable fee for such service will be charged and will become part of the obligation against said lot contract, and shall be paid by the owner.

## **Article IX**

### **Section 9.0 Other Regulations**

#### **9.1 Nuisance**

##### **(a). Definition**

1. No noxious or offensive activities shall be permitted on any lot, community area, or common property in the project, nor shall anything be done on any of said areas that shall be or become an unreasonable annoyance or nuisance to any owner of another lot in the project. The Lake Panorama Association shall determine what constitutes noxious or offensive activity and said determination shall be complete and final. (From the Restrictions section, Part F. in the Amended Covenants and Restrictions)

#### **9.2 Specifically Prohibited Activities**

##### **(a). Signs**

1. Signs advertising the sale of property will be permitted on LPA lots. A maximum of two (2) signs, not to exceed six (6) square feet in area each, may be displayed on the lot itself until the property is sold. If deemed unsightly by the General Manager, signs will be removed by the LPA and destroyed. Temporary "Open House" signs may be placed along roadways on the day of the event only.
2. No other advertising signs shall be displayed on any numbered lot, LPA property, parks or roadways in the project area without written permission of the Association.

##### **(b). Exceptions for signs**

1. Dock identification signage as required by the Iowa Department of Natural Resources regulations shall be permitted on all docks as required by the State.
2. Standardized dock signage meeting the specifications shall only be available through the provision of the Lake Panorama Association at a fee consisting of the actual cost of the sign plus a small handling and administrative fee as established by the Association.
3. Personal Signage that identifies the owners and/or name of a property that is not larger than ten (10) square feet in area and that is wholly located within the survey lot boundaries of the property shall be permitted.



4. Temporary garage sale or auction signs may be placed on common property or on the owner's property on the day of a sale and must be removed within 24 hours.

**(c). Fuel Storage Tanks**

Every tank for the storage of heating fuel or propane that is installed outside shall be buried below the surface of the ground or screened by fencing or shrubbery. No fuel storage tank larger than twenty gallons shall be installed, above or below ground, other than for the storage of heating fuel or propane.

**(d). Aircraft prohibited**

No aircraft will be allowed to take off or descend upon the Lake in any manner except in an emergency

**(e). Gasoline powered boats prohibited on ponds.**

No gasoline-powered boats are allowed on Lake Panorama property ponds.

**(f). Firearms**

No firearms shall be discharged for any purpose not authorized by these regulations excepting the LPA Security Department usage for dangerous animal control.

**(g). Disposal of trash**

1. Disposal of any trash, debris, litter or garbage on any LPA community area, common property, marina, or roadway property, except where yard waste is permitted to be deposited, is prohibited.
2. Disposal of household trash or waste in any Lake Panorama owned dumpster or garbage facility without the expressed permission of the LPA is prohibited.

**(h). Vandalism**

Destruction or defacement of LPA property, including facilities, signage, landscaping, road surfaces, regulatory buoys, docks, golf facilities, or any other property belonging to the Association is prohibited.

**Article X**

**Section 10.0 Rule Enforcement**

**ENFORCEMENT**

**10.1 Fines and Compensation Authorized**

**(a). Penalties**

Any violation of the Rules, Regulations or Restrictions by any member, by a member's family or by a member's guests may result in the issuance of fines or restrictions on the access or usage of LPA member facilities or privileges.

**(b). Restitution**

In the case of stealing, defacement, damage, destruction, or other physical harm or loss to such things as LPA owned facilities, equipment, landscaping, or signage, compensation shall be required.

**10.2 Harassment of Association personnel**

The Association has employed security personnel to promote safety on the lake and on the road system. Our members are required to adhere to the reasonable requests and directives from the security personnel. If a member and/or a member's guest does not follow a directive from the security personnel, or if a member or his guest harasses, attempts to intimidate or uses threatening language towards the security personnel, the member may be subject to having their privileges suspended or terminated up to one year and be fined up to one thousand (\$1000) dollars.

### **10.3 Penalties for Harassment**

For the first offense, the member may be suspended from using the lake for up to ten days and fined one hundred (\$100) dollars, as determined by the General Manager of the Association. For the second offense of this provision, the General Manager may suspend a member for up to a period of thirty days and fine the member up to five hundred (\$500) dollars. For the third offense, and subsequent violations, the General Manager may suspend and deny access to the Lake and other rights and privileges under their membership for up to one year and fine the member up to one thousand (\$1000) dollars.

### **10.4 Right to Hearing and Appeal**

When any member's rights or privileges have been revoked or fines have been assessed as provided in this section, the member involved has the right to a hearing before the Appeals Committee as appointed by the LPA Board of Directors which shall serve as the final authority in the matter and may uphold the fine and revocation of privileges, may modify the fines and revocations, or may nullify the penalties.

### **10.5 Appeal Requirements**

Request for a hearing must be in writing, not more than 10 days following notification of revocation or fine. Minors must be accompanied by one or both of their parents, or by a legal guardian, to the hearing.

## **Article XI**

### **Section 11.0 General Schedule of Fines & Penalties**

#### **(a). Posting**

The fine schedule shall be set by the Board of Directors and posted at the Lake Panorama Association Office.

#### **(b). Fine Deadline**

All fines shall be paid within ten (10) days after they are imposed.

#### **(c). Additional Penalties**

If any fine is not paid within 30 days from the notification of the fine, a 10% per month penalty will be added to the fine.

#### **(d). Revocation of Privileges**

All privileges may be revoked until such time as all fines are paid.

#### **(e). Terms**

Penalties, restrictions, and other consequences shall be subject to the terms of the violation notice, whether by ticketing or by official letter.

### **Supplement—Yard Waste Site Regulations**

#### **Yard Waste Site Regulations (July 1, 2010)**

As published in the official July 1, 2010, LPA newsletter—the Lake Panorama Post

The Lake Panorama Rural Improvement Zone (RIZ) is an official government body that has taken responsibility for the brush dump situation at Lake Panorama. A government entity is required for obtaining the open burning exemption for trees and tree trimmings under Iowa law. The LPA has agreed to operate the dumps under contract with the RIZ and according to the RIZ requirements, as well as according to the Iowa Administrative Code Requirements.

The following rules and regulations have been adopted as per contract with the RIZ to operate the sites. LPA members will need to meet the requirements while using the facility or the facilities will be closed.

**Open Hours: Both areas will be open from 9 a.m. to 7 p.m., Wednesday through Sunday and will be closed on Monday and Tuesday for maintenance.**

**Leaves, grass clippings, plant parts, and small trimmings can no longer be burned.**

**These items must be deposited in the Composting Areas which will be marked by signage.**

NO PLASTIC leaf bags may be left at the site. Paper leaf bags are acceptable. Plastic bags, if used for transport, must be emptied and removed.

Trees and Tree Trimmings must be taken to the area designated. **Branches and logs exceeding twelve inches in diameter will not be accepted.** This is in order to allow the trimmings to be completely burned within one day.

The areas will be monitored and photographed. The RIZ requires substantial fines for misuse of the facility, for illegal dumping and for violating open burning regulations within the development. **\$100 fine for first offense, \$250 for second offense, and \$500 for third offense.**

**No household trash, no construction debris, no tree stumps, no root balls and no non-organic waste of any kind is allowed. No materials from outside the LPA development may be brought here.** Violators will be charged with criminal trespass and violations of Iowa dumping laws.

Absolutely no burning by persons other than authorized LPA employees is allowed.\* (this applies to the LPA brush dump sites)

The RIZ and/or LPA reserve the right to close the facility without advance notice or ban the usage of the facility by individuals who violate the Iowa Administrative Code regulations and the rules and regulations adopted by the Lake Panorama Association that pertain to the operation of the facility.

Other materials may be taken to the Guthrie County Solid Waste Transfer Station, 2349 Jaguar Trail, Guthrie Center, which is open 8 a.m. to 4 p.m. Monday through Friday and 8 a.m. to Noon on Saturdays. Their phone is (641) 747-3764.

<http://www.lakepanorama.org>

**Security Phone—(641) 757-9035**

**Lake Panorama Association, P.O. Box 157, Panorama, IA 50216**