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## RESTRICTIVE COVENANTS OF

## LUNDSTROM OAKS

EXCEPTIONS: These restrictive covenants do not apply to any homes constructed prior to approval of the Final Plat of Lundstrom Oaks.

USE OF LOTS: All lots in this subdivision shall be residential lots, and shall be solely for single family residential purposes. "Single-family residential" shall be defined for these purposes as one dwelling per lot. Duplex's are not allowed. No residence shall be constructed without a permanent attached or detached garage also being constructed. All garages are to be solely for the use of occupants of the residences. Garages may not be built independently of a residence on the same lot.

LOT SIZE: No lot may be subdivided into smaller building lots, however, additional lots, or portions thereof, may be added to provide larger yards or building sites, all as allowed by the zoning and subdivision regulations of the City of Orleans, lowa.

BUILDINGS: No residence shall have a ground floor area of less than 1400 square feet in the case of a one (1) story structure. For a two (2) story or one and one half (1 ½) story residence, the ground floor shall have at least 1200 square feet and the second floor at least 600 square feet. All area shall be determined exclusive of open porches, basement, breezeways, patio areas, or garages.

There shall be a minimum slope of 4:12 on all roofs and a minimum of eight foot sidewalls. No metal roofs shall be allowed. No open carports are permitted.

All exterior construction shall be completed within twelve (12) months from commencement of construction.

CARE OF LOTS: Owners of all lots shall at all times keep the same free and clear from all obstruction, debris and obnoxious growths. No boats, trailers, campers, motorcycles, snowmobiles, tent trailers, house trailers, mobile homes, fish houses or other like vehicle or structure shall be stored or

kept upon any lots except when enclosed in the garage. No outside toilets shall be permitted on the premises and the owner shall connect all waste water lines to the public sanitation sewer system.

Refuse and garbage shall be disposed of in a manner consistent with regulations of the City of Orleans, the Health Department, and good sanitation practices.

MISCELLANEOUS PROHIBITIONS: No building of any kind or for any purpose may at any time be moved to or upon any of the Lots, except new construction (construction trailers or building shall be permitted during the construction period). A new home that is substantially completed elsewhere and is moved onto the foundation is allowed if the home meets the requirements of the Uniform Building Code, and the provisions of these Restrictive Covenants.

No business, trade, or commercial activity of any kind may be conducted upon any lot excepting only for a one (1) person, one (1) room professional office or service office used by the resident occupant.

No lot owner may directly or indirectly permit the use of a lot in such a manner as to become a nuisance or annoyance to owners or occupants of lots within the plat.

No residence may be leased for a period of less than 30 days.

No temporary structure, tent, trailer, etc., shall be used as a residence.

No "key-holing" shall be allowed over or across any lot.

No advertising or billboards shall be permitted on the premises except for a "For Sale" sign no larger that five (5) square feet in area, such sign shall pertain only to the premises upon which it is located.

No animals, such as but not limited to, horses, cattle, sheep, hogs, goats, poultry or rabbits shall be permitted. This provision shall not prohibit domestic cats and dogs as pets, provided that there is a limitation of two (2) dogs and two (2) cats per dwelling unit or household, and that they are confined upon the owners property.

No dog kennel run may be constructed with dimensions in excess of five (5) feet by twenty (20) feet, same to be attached to the house and shall not extend more than ten (10) feet beyond the house in any direction and shall be no closer than five (5) feet to any side lot line or rear lot line. The holding of animals for commercial sale or breeding is prohibited.

No fence or hedge shall be erected or maintained on the property which shall unreasonably block or restrict the view from an adjoining lot. No hedge or fence shall be placed or constructed closer than 25 feet to the ordinary high water mark as determined by the lowa Department of Natural Resources. Only such trees as are necessary to effectuate construction may be removed.

No exterior lighting shall be installed and maintained so as to reasonably disturb the owner of any other lot.

Easements for the installation and maintenance of utilities and facilities are dedicated as shown on the Final Plat of Lundstrom Oaks.

DRIVEWAYS AND PARKING: All driveways and parking areas shall be hard surfaced with black top, permeable pavers or concrete and must adjoin the street surface, within six (6) months after construction of the primary residence is substantially completed.

