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PROTECTIVE COVENANTS RELATING TO
LOTS ONE THROUGH SIX IN THE PLAT OF HILLCREST ADDITION,
SPIRIT LAKE, DICKINSON COUNTY, IOWA

1. These Protective Covenants shall apply to all Lots including outlots in the Plat.

2. These Lots shall be single family or two family (duplex) residential lots and used solely as such. No structures shall be erected which exceed two (2) stories in height plus basement plus a garage or other usual outbuilding for use in connection therewith. Each residential unit shall have an attached or detached garage of at least two (2) stalls. No outbuilding shall be allowed which is susceptible of being occupied for residential purposes and no outbuilding shall be used except in connection with the main residential building. No business, trade or commercial activity of any kind may be conducted upon any lot excepting a one-person, one-room professional office or service office operated by a lot owner and resident. Only two (2) detached outbuildings shall be allowed for each lot. No outbuilding shall be located in the front yard.

3. No recreational vehicles shall be parked within the subdivision except inside a garage. Recreational vehicles shall be defined as house trailers, travel trailers, motor homes, boats, snowmobiles and shall include trailers therefore. No trucks of larger than one ton size shall be maintained, parked or kept overnight for any purpose on any property in the subdivision except for vehicles which are making deliveries to or picking up property from the premises.

No trailer, trailer house, mobile home, double-wide mobile home, basement home, earth sheltered home, or shack may be placed or erected upon a lot at any time, nor may any residence of a temporary nature be permitted. No used building of any kind or for any purpose may be moved to or upon any lot or part thereof. No manufactured homes shall be allowed. This shall not be construed to prohibit modular homes that are built in compliance with the Uniform Building Code. The minimum roof pitch on any residence shall be 4:12.

4. All garages and outbuildings shall be used only for tractors, cars, pick-ups, recreational vehicles and storage of small residentially used items. This shall not prohibit use of any garage or outbuilding for a personal workshop. No building or other construction materials of any kind shall be stored on the premises unless within a garage or outbuilding except for temporary use during construction of improvements.

5. All lots are subject to easements as shown on the attached plat. Setbacks shall be as required by City of Spirit Lake.

6. No residence shall in any case be permitted on any lot which residence shall have a ground floor square footage of less than 1,250 square feet in the case of a one story structure exclusive of garage, porches, basement and breezeway, nor ground floor square footage of less than 1,000 square feet exclusive of garage, porches, basement and breezeways in the case of one and one-half (1½) or two (2) story structures. A split entry structure shall be considered a two (2) story structure without a basement and subject to the provisions concerning two (2) story structures above.

7. Owners of all lots shall at all times keep the same free and clear from all obstructions, debris, obnoxious growth, refuse piles, junk vehicles or other unsightly objects. No fences shall be permitted in the front yard.

8. The exterior portions of all construction shall be completed within one (1) year of the date of beginning of construction. No outside toilets shall be permitted on the premises. No advertising or billboards shall be permitted on any lot except a "For Sale" sign no larger than five (5) square feet in area which shall pertain only to the premises upon which it is located and there shall be no more than two (2) in number.

9. No animals shall be permitted. This shall not prohibit domestic cats and dogs as pets provided they are confined upon the premises and not permitted to roam at large beyond the limits of

the owner's property. No more than a total of two (2) dogs and two (2) cats per dwelling unit shall be permitted.

10. No propane, heating oil tanks, gasoline or other fuel tanks of any kind shall be permitted. This shall not prohibit small tanks being kept inside outbuildings for use with tractors, lawn mowers, trimmers, chain saws and gas grills.

11. These covenants run with the land. A purchaser of any lot and any person acquiring an interest in any lot by acceptance of said interest agrees to abide and be bound by these covenants.

12. In the event the parties hereto, their heirs, assigns or any other owner of lots within the Plat of Hillcrest shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lot or lots in said subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any such covenant or restriction and either prevent him or her from doing so or to recover damages or obtain any other legal or equitable remedy available for such violation.

13. These covenants may be amended upon the written consent of the owners of sixty (60) percent of the lots which amendment must be reduced to writing, signed by the required number of owners and shall be effective only upon filing with the Dickinson County Recorder.

Notwithstanding the above no amendment to these covenants shall be effective without the written consent of Kenneth D. Westergard and Dorene M. Westergard or the survivor thereof. This limitation shall terminate upon the death of both Kenneth D. Westergard and Dorene M. Westergard or in the event neither of these persons shall have an ownership interest in any lot within this Plat.

16. Invalidation of any one of these covenants by judgment or court action shall in no way affect any of the other provisions which shall remain in full force and effect.