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PROTECTIVE COVENANTS

Pleasant Acres/Pleasant Lake, Iowa

The following restrictive covenants and conditions shall apply to all property in the Plat of Pleasant Acres:

1. Single Residence Exclusively. No building shall be erected or constructed on any land in the Plat of Pleasant Acres other than for single family residential purposes, and a garage to be used in connection with said residence. Every residential home must have a foundation beneath said home.
2. All residences shall be of new material and shall contain a minimum of 850 square feet of living floor space on one level and on the split level portion of a split level home exclusive of porches and breezeways. Garages shall not be considered living space.
3. No tent, trailer or mobile home shall be occupied on any lot for other than guest purposes for more than seven (7) days in any one calendar month.
4. No lot or any portion thereof shall be used for commercial purposes.
5. All premises shall be kept neat, clean and orderly at all times.
6. These restrictions shall run with the land.
7. Violation of any restriction by any lot owner may be enjoined and abated by any other owner of a lot in the Plat of Pleasant Acres and costs including reasonable attorney fees shall be assessed and paid by any person thus found violating a restrictive covenant as set forth herein.
8. Any person purchasing or owning a lot in the Plat of Pleasant Acres agrees to be bound by these restrictions, including all terms thereof.
9. If for any reason any restriction is held invalid such fact shall not invalidate any other restriction.
10. The road designated Pleasant Drive is dedicated to the owners of the lots in the Plat as a private drive.
11. The premises are subject to easement areas for utilities as shown on the Plat.
12. The area designated private access is dedicated to the owners of lots abutting said private access to be used for access purposes and for utility purposes for which easement is reserved as shown on the Plat.
13. "Front" shall be deemed to be the lakeside of a lot.

RESTRICTIVE COVENANTS
Pleasant Acres/Pleasant Lake, Iowa

14. Any recreational vehicle shall be stored in the rear yard. Travel trailers and motor homes may not be used for human occupancy in the platted area except as permitted under Paragraph 3 herein.

15. The following minimum building setback requirements shall be observed:

Minimum front yard	-	30 feet
Minimum side yard	-	6 feet
Minimum rear yard	-	30 feet
Minimum lot frontage	-	60 feet
Minimum lot area	-	8,000 square feet

16. In the event the Rural Water Development Program for Eastern Dickinson County is completed so that water is available to this platted area, each owner shall hook-up to the water line thus made available within one (1) year after such line becomes available to this platted area.

17. Lots 1,2,3 and 4 are subject to reciprocal easements hereby granted and established by the proprietors for sewer line purposes. The location of said sewer line are shown on a certain plat drawing prepared by K.D. Westergard under date of May 12, 1978 and which is attached hereto and made a part hereof. The owners of said Lots (1,2,3 and 4) shall equally bear the expense of pumping sewage and expense of maintenance and up-keep for the main tank and pump as well as the upkeep, maintenance or replacement of the necessary tiles including those in the drain tile field which extends south of Pleasant Drive and into Government Lot 6 all as shown on said plat drawing heretofore referred to dated May 12, 1978. The holding tank and pump shall be located on Lot 1 as indicated on said plat drawing. Each owner shall be responsible for the maintenance and up-keep of the sewer line located on his respective lot which is connected to the trunk line. The proprietors also hereby grant an easement to the drainfield across the area as shown on the plat drawing dated May 12, 1978, as well as an easement for the use of said drainfield for sewage drain purposes, for the benefit of Lots 1,2,3 and 4 in the Plat of Pleasant Acres. Easements for sewer lines hereinabove referred to which are hereby granted by the proprietors are as located on the aforesaid Plat drawing and shall be ten (10) feet in width with the sewer line itself to be in the center thereof. This easement for sewer purposes shall run with the land for the benefit of Lots 1,2,3 and 4.

18. A well for water together with pump relating thereto is presently located on Lot 3 as shown on the Plat drawing attached hereto. Said well and pump shall be owned and used jointly by the owners of Lots 1,2,3,4,5 and 6 and shall be kept and maintained in the following manner:

RESTRICTIVE COVENANTS Pleasant Acres/Pleasant Lake

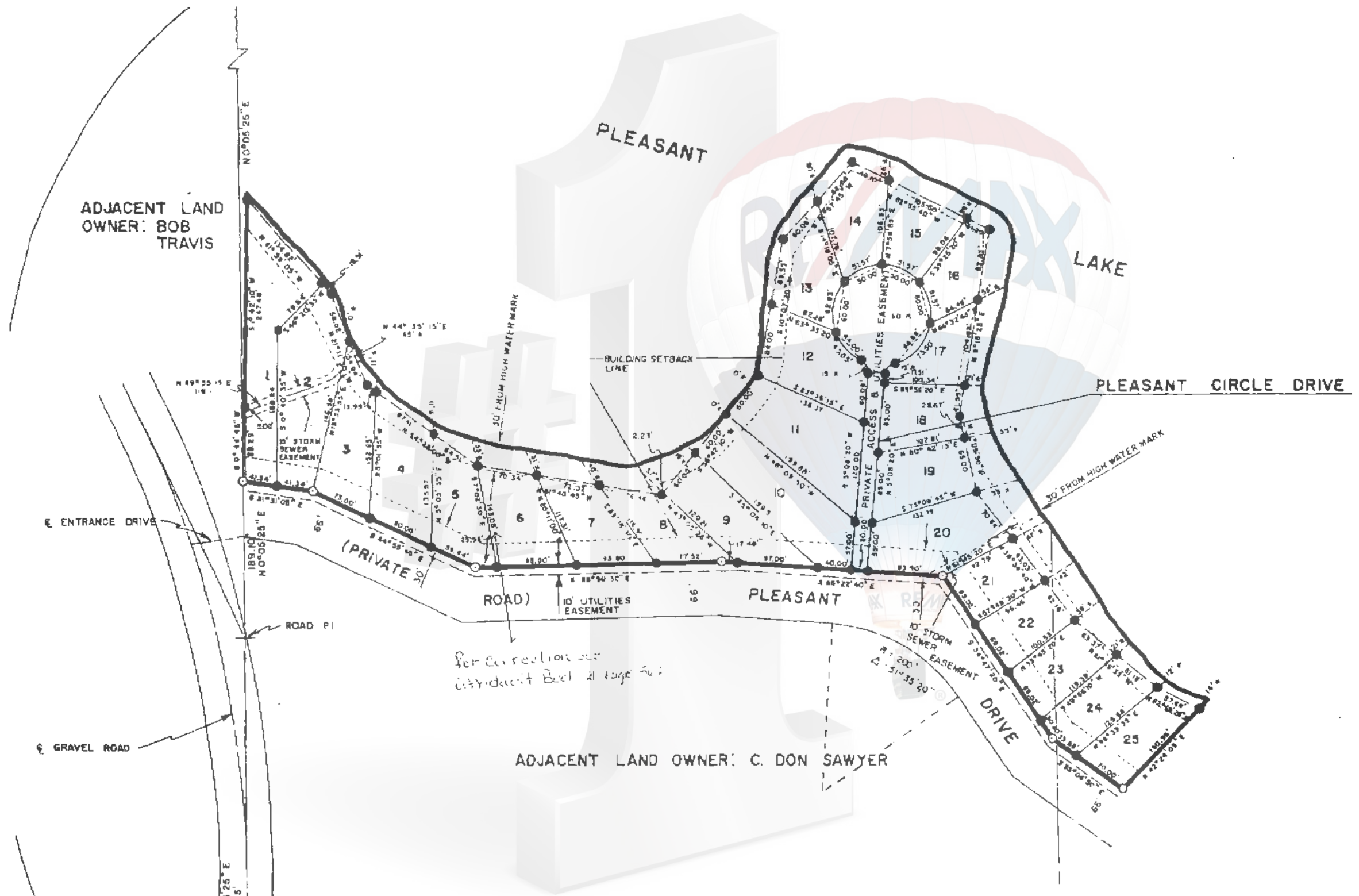
Each lot to which water is supplied shall bear an equal share of the cost of the upkeep and maintenance of said well and pump, including utility expense for the pump. If there is insufficient water to serve all of said lots, then the last lot to be served shall be Lot 3 and hookups to the well from the other lots shall be severed in reverse order from the sequence in which said hookups were made. A vote of two-thirds (2/3's) of the owners of Lots 1 - 6 inclusive, or two-thirds (2/3's) of the owners of lots being served by the well in the event any of said lots have been connected and then disconnected, shall be required for the determination as to the sufficiency or insufficiency of water from the well. Only one vote shall be cast per lot eventhough a lot may have multiple ownership. Water from the well shall only be used for personal use and consumption within a residence and shall not be used for outdoor purposes, for lawn purposes, for washing of cars or similar such use outside the residence.

The proprietors do not guarantee water in quantity or quality and shall not be obligated to replace said well for any reason. The proprietors hereby grant an easement to said well for the benefit of Lots 1,2,3 and 4. Said easement to cross Lots 1,2,3 and 4 in the location as shown by the plat drawing prepared by K.D. Westergard under date of May 12, 1978, which is attached hereto. The connection to said well from Lots 5 and 6 shall run to Lot 3 within the ten foot utility easement shown on the plat of Pleasant Acres along the southerly boundary of the Lots to the Southeast corner of Lot 3. An easement is hereby granted for the benefit of Lots 5 and 6 commencing at the Southeast corner of Lot 3 running thence in a straight line to the locaton of the well on Lot 3, as said well location is shown on the Plat drawing dated May 12, 1978. The width of the easement for all connecting water lines is ten (10) feet with the pipe to be located in the center of said ten (10) foot strip.

In the event the presently located well on Lot 3 should fail or cease to be used for any reason, then said easements for water lines as hereinabove described shall cease and be conclusively deemed abandoned, null and void, and no right shall exist to remove pipes or lines without consent of the owner of the lot where the same are located.

19. These restrictions and covenants are to run with the land and be binding on all parties and persons claiming under them until December 31, 1994, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by vote of majority of the owners of the lots, it is agreed that one or more of the protective covenants and/or building restrictions shall be repealed in whole or in part.

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01-22-2016 10:27 AM
DUNCAN TIAH REVISORS



ADJACENT LAND OWNER: BOB TRAVIS

PLEASANT

LAKE

PLEASANT CIRCLE DRIVE

ENTRANCE DRIVE

(PRIVATE ROAD)

ROAD

PLEASANT ROAD

GRAVEL ROAD

ADJACENT LAND OWNER: C. DON SAWYER

For connection see adjacent Bob Travis file