



RE/MAX Lakes Realty provides these covenants/bylaws/horizontal property regime declarations as a convenience, and in no way guarantees the accuracy of these documents, and in no way represents that these documents are up to date and/or legally binding. It is the responsibility of any potential buyer, seller, investor, and/or real estate agent to contact any association contact and/or the Dickinson County recorder's office in order to satisfy themselves as to the very latest available documents.

These documents are the property of Sellboji.com, BojiHomes.com and RE/MAX Lakes Realty. The downloading of these documents for use by any other Real Estate Agency is strictly prohibited.

PROTECTIVE COVENANTS RELATING TO PLAT OF WEST SIOUX ESTATES

PROPERTY OWNERS COMMITTEE

There is hereby created and established a Property Owners Committee (hereinafter "Committee") consisting of five (5) persons appointed by a majority of the lot owners in the Plat, with the owner of each lot having one vote for the appointment of the Committee. The Committee's duties and responsibilities shall be as provided herein. For the year 1996 and the years following, J. Thomas Williams and Delores M. Williams shall serve as members of said Committee until there are additional persons owning property in the subdivision, at which time the appointments to the Committee shall occur annually by vote of a majority of the lot owners in the plat.

GENERAL COVENANTS

1. **Land Use and Building Types.** No lot shall be used except for residential purposes and no structure shall be erected on any lot other than a single family dwelling not to exceed two (2) stories in height and not to exceed a three (3) car attached garage. However, a lot owner shall be permitted to erect one detached utility building not to exceed thirty feet by forty feet (30' x 40') in size. In addition, any building erected on any lot shall be of new construction only with a minimum roof pitch of a five foot (5') rise in a twelve foot (12') span.

2. **Street Parking.** Residents of the subdivision shall provide off-street parking facilities for all vehicles regularly operated within the subdivision. No vehicle shall be allowed on the street for overnight parking.

3. **Nuisances.** No horses, cattle, swine, goats, poultry, fowl or other farm animals or exotic animals shall be kept on any lot. No clothesline or drying yard shall be permitted unless concealed by hedges, lattice work or screen acceptable to the Committee. No signs or other advertising except standard real estate "For Sale" signs shall be displayed on any lot unless the size, form and number of same are first approved in writing by the

Committee. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon the premises, and no refuse pile, unused motor vehicles or unsightly objects shall be allowed to be placed or remain anywhere on the premises. In the event that any owner of any property in the subdivision shall fail or refuse to keep the premises free from weeds, underbrush, or refuse piles, unused motor vehicles, or other unsightly growth or objects, then the Committee or its designee may enter upon the lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass. In the event of such a removal a lien shall arise and be credited in favor of the Committee and against the owner's lot for the full amount chargeable to the lot and that amount shall be due and payable within thirty (30) days after the owner is billed for it.

4. **Building Placement.** No building shall be erected closer than the set back lines shown on the attached plat unless set back variances have been approved by the County Zoning authorities regarding Lots One (1) through Eleven (11). Lots Twelve (12) through Twenty (20) shall have a seventy-five foot (75') set back from West Sioux Drive in this plat and not be subject to any variances.

5. **Dwelling Size.** No single family dwelling shall be permitted on any lot described herein having the ground floor square foot area of less than One Thousand Four Hundred (1,400) square feet in the case of one story structure, nor less than One Thousand Forty (1,040) square feet of ground floor area in the case of a split foyer and one and one-half (1½) and two (2) story structures shall have a minimum total of One Thousand Eight Hundred (1,800) square feet of floor space. The ground floor area shall be exclusive of open porches and garages.

6. **Parking on Lot.** No recreational vehicles shall be parked on any lot, unless within an enclosed building. For the purposes of this provision, recreational vehicles shall include, but not be limited to, house trailers, travel trailers and boats.

7. **Subdivision of Lots.** No lot shall be subdivided except

that fractional lots may be added to an adjoining lot. In such event the lot or lots attached to said fractional lot shall be governed by the restrictions herein contained as though said tract were a single lot. However, no building site shall be less an area than the area of the smallest lot platted in the subdivision.

8. **Walls or Fences.** No boundary walls or fences shall be constructed with a height of more than four and one-half feet (4½') in height within the limits of the side or rear yard and no boundary line hedge or shrubbery shall be permitted with a height of more than four and one-half feet (4½'). No wall or fence exceeding two and one-half feet (2½') shall be built in any front yard. In addition, no wall or fence of any height shall be constructed on any lot until after the height, type, design and approximate location are approved in writing by the Committee. The heights or elevations for any wall or fence shall be measured from the existing elevations of the property at or along the applicable point or lines. Any question as to heights may be completed determined by the Committee.

9. **Pets.** No pets shall be harbored on lots in this subdivision that exceed thirty (30) pounds or are a nuisance due to noise, such as a frequently barking dog. All pets shall be tethered or leashed. If approved by the Committee, large dogs may be permitted if they are kenneled in a proper enclosure.

10. **Road Maintenance.** Purchasers of all lots, except Lot Twenty-Two (22), are hereby notified that the street has not been dedicated to Dickinson County, Iowa. Thus, as long as such street is not maintained by Dickinson County, Iowa, the Committee shall provide for the maintenance of said street and for snow removal and all property owners, except Lot Twenty-Two (22), shall be bound by the assessment of the costs thereof against their lot. It is understood that such assessment shall be payable within thirty (30) days of the assessment by the Committee and shall constitute a lien on said property which may be enforced by suit in rem or by any other remedy chosen by the Committee.

11. **Building Design.** It is considered in the best interests

of the present as well as future owners of lots in the Plat, that some control be exercised over the design of buildings to be constructed upon lots within the Plat which control shall be exercised by the Committee. All plans and landscaping specifications for construction and placement of dwellings upon lots must first be presented to said Committee ten (10) days prior to the Committee taking action on building plans. The majority of the Committee shall approve the plans before excavation or construction can begin.

12. **Lot Elevation.** The elevation of a lot shall not be changed without prior approval of the Committee which approval shall not be authorized if it materially affects the surface elevation or grade of the surrounding lots.

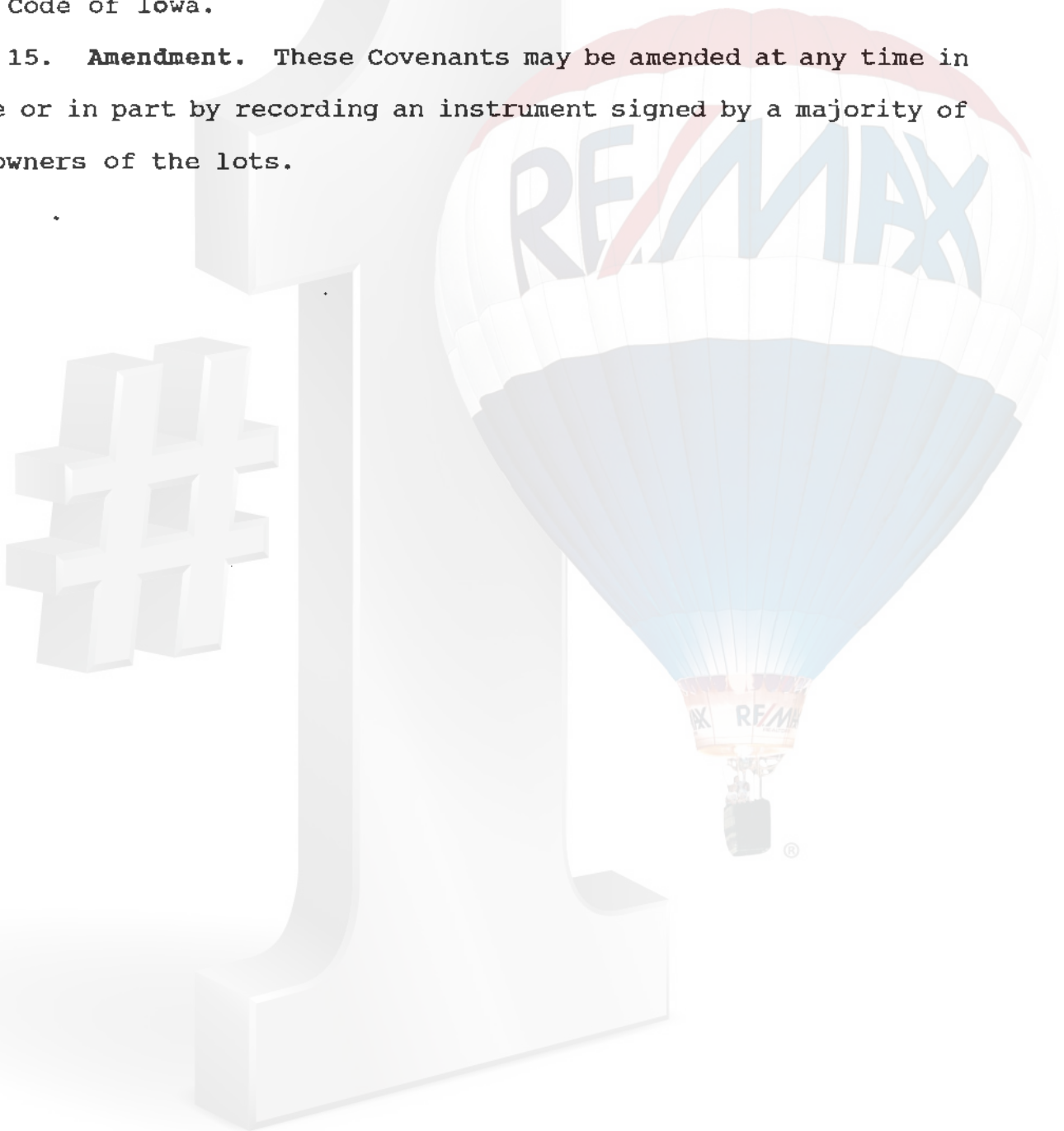
13. **Remedies for Violations -- Invalidations.** For a violation or a breach of any of these Protective Covenants by any person claiming by, through, or under the Committee, or by virtue of any judicial proceedings, the Committee, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Committee shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where the violation of these Protective Covenants exists and summarily abate or remove the same at the expense of the owner and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the Protective Covenants shall not bar their enforcement. The invalidation of any one or more of the Protective Covenants by any Court of competent jurisdiction in no wise shall affect any of the other Protective Covenants, but they shall remain in full force and effect.

Should the owner fail, neglect, or refuse to satisfy and discharge any lien arising hereunder within thirty (30) days, the Committee, shall have the right to interest on the liens at the rate of ten percent (10%) per annum and shall be entitled to

receive all costs of collection, including a reasonable attorney's fee.

14. **Duration.** These covenants are to run with the land and shall be binding upon all parties and all persons claiming them for a period of twenty-one (21) years from the date these Covenants are recorded, at which time shall Covenants shall be automatically extended for successive twenty-one (21) year period by one or more of the owners filing Affidavits pursuant to Section 614.24 of the 1995 Code of Iowa.

15. **Amendment.** These Covenants may be amended at any time in whole or in part by recording an instrument signed by a majority of the owners of the lots.



FILE COPY

03266 Earl H. Maahs P. O. Box AK Spirit Lake, Iowa. 51360 712-336-1292

AMENDMENT TO PROTECTIVE COVENANTS
FOR THE
PLAT OF WEST SIOUX ESTATES
DICKINSON COUNTY, IOWA

We, the undersigned, being all of the owners of interest in lots in the Plat of West Sioux Estates, Dickinson County, Iowa, do hereby amend the protective covenants for the Plat of West Sioux Estates by revising paragraphs 1 and 13 as follows:

1. **Land Use and Building Types.** No lot shall be used except for residential purposes and no structure shall be erected on any lot other than a single family dwelling not to exceed two (2) stories in height and not to exceed a three (3) car attached garage. However, a lot owner shall be permitted to erect one detached utility building not to exceed thirty feet by forty feet (30' x 40') in size. In addition, any building erected on any lot shall be of new construction only with the principal building having a minimum roof pitch of a five foot (5') rise in a twelve foot (12') span.

13. **Remedies for Violations -- Invalidations.** For a violation or a breach of any of these Protective Covenants by any person claiming by, through, or under the Committee, or by virtue of any judicial proceedings, the Committee, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Committee shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where the violation of these Protective Covenants exists and summarily abate or remove the same at the expense of the owner and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the Protective Covenants shall not bar their enforcement. The invalidation of any one or more of the Protective Covenants by any Court of competent jurisdiction in no way shall affect any of the other Protective Covenants, but they shall remain in full force and effect.

Should the owner fail, neglect, or refuse to satisfy and discharge any lien arising hereunder within thirty (30) days, the Committee, shall have the right to interest on the liens at the rate of ten percent (10%) per annum and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

Dated: 8-16-96

J. Thomas Williams
J. Thomas Williams
D. M. Williams by T. C.
Delores M. Williams

STATE OF IOWA, COUNTY OF DICKINSON, SS:

On this _____ day of August, 1996, before me the undersigned, a Notary Public in and for said State, personally appeared J. Thomas Williams and Delores M. Williams, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for said
County and State