



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.

Cecil's Bluff
Protective Covenants

The following protective covenants shall run with the land and be binding upon the owners of lots in Cecil's bluff, Dickinson County, Iowa, their heirs, successors and assigns:

1. These Covenants shall apply to all lots except lot #9 (nine).

2. All rules and regulations set forth by the Dickinson Co. Planning and Zoning shall be followed and any exceptions must be approved by the Dickinson County Planning and Zoning Board before building on said lots begin.

3. All lots shall be single family residential lots and used solely as such, with no structures erected that exceed two (2) stories in height plus basement. All garages shall be at least two car garages and shall not be located closer than seventy-five (75) feet from the street unless a zoning variance is obtained. No single family residential dwelling shall have a floor area of not less than twelve hundred (1200) square feet, exclusive of garage, porches, basement and breeze ways. A split entry structure shall be considered a two-story structure without a basement and subject to the provisions concerning a two story structure above. All dwellings shall have a minimum interior wall height of not less than eight (8) feet. No structure shall have a roof pitch less than 4/12. All structures in Cecil's Bluff shall be of new construction only. Modular homes placed in this development shall meet uniform building codes and shall be so certified. No 'Mobile homes' defined as homes manufactured with provisions for axles,

wheels, and hitches, shall be permitted in Cecil's Bluff. All homes shall be constructed on a permanent perimeter frost protected foundation.

4. No outbuildings shall be allowed that are susceptible of being occupied for residential purposes and 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.

5. The permitted use of the land and buildings for agricultural activities shall not be for commercial purposes but shall be limited to purposes of personal use and recreation. The raising and housing of cattle, hogs and sheep shall not be permitted. All pets such as cats and dogs must be kept in the confines of the owners property and at no time allowed to run at large.

6. No accessory building may be built or located in the front yard. Wherever used in these covenants the "front yard" shall be the yard facing the road.

7. 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 but no dwelling may be built upon a lot or portion thereof containing less square footage than the originally platted lot.

8. Fences may be constructed on the boundaries of any lot. No woven wire or barbed wire fence shall be permitted. All fences constructed shall be wooden, chain link or other typical residential fencing material.

9. 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. If the owner of a lot fails to comply with the provisions of this paragraph, the Developers may give written notice of such failure to the owner and if the failure is not corrected within (10) days from receipt of such notice, Developers may perform

such mowing or remove such objects and the owner of the lot shall be responsible to the Developers for the expenses this incurred.

10. No structure shall be built on any lot unless the building setback lines as shown on the recorded plat are observed or unless a variance is obtained. No building shall be erected at any time unless the location and design is in harmony with the existing structures and locations. In furtherance of this objective, the proprietors of this plat, Cecil Caskey and Sharon Caskey reserve the right to approve the location and design of any structure prior to construction and placement.

11. Easements for the installations and maintenance of utilities and facilities are dedicated by the proprietors and shown on the recorded plat. Within these easements no structure, walls, fences, or other material of any type may be constructed, placed or permitted to remain.

12. All lots shall be connected to all utilities at the time of improvement of the lot with all utilities to be buried. No overhead lines, shall be approved on any lots within the plat.

13. The exterior portions all construction including drives and parking areas shall be completed within one (1) year of beginning construction. No outside toilets shall be permitted on the premise, except temporary outside toilets for the use during construction.

14. These covenants shall run with the land and be binding upon all lot owners, their successors and assign. A purchaser of any lot or any person acquiring an interest in any lot by acceptance of said interest agrees to comply with and be bound by these covenants.

15. In the event the parties hereto, their heirs, assigns or any other owners of lots within Cecil's Bluff, 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 subdivisions to proceed at law or in equity against a person or persons violation or attempting to violate any such covenant or restriction and either prevent him or her from doing so or to recover damages, or both or obtain any other

legal or equitable remedy available for such violation, including reasonable attorney fees.

16. Invalidation of any one of these covenants shall not affect any of the other provisions which shall remain in full force and effect.

17. Duration of Covenants: The covenants and restrictions of this Declaration shall run with the land and be binding upon all lot owners for a term of twenty one (21) years from the date of the conveyance of the first lot in the plat, and after which time said covenants and restrictions may be extended in accordance with Iowa law. This Declaration may be amended only by an instrument signed by the owners of not less than seventy five (75%) of the lots and any such amendment must be recorded in order to be effective.

18. Following the sale of eighty (80%) percent of the lots in the subdivision a Home Owners Association may be formed. Rights and responsibilities of the proprietors, Cecil Caskey and Sharon Caskey, will then transfer to such Association or, in the event no Association is formed to the lot owners individually.

Cecil R. Caskey *Sharon P. Caskey*
Dated this 29th day of December 2000

State of Iowa Dickinson County, ss:

On this 29th day of Dec. 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Cecil Caskey and Sharon Caskey, husband and wife, to me know 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.

Barbara E. Ricke

Notary Public

4

