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CERTIFICATE

STATE OF IOWA :
: ss.
DICKINSON COUNTY :

I, Dee Brooks, Secretary of the North Emerald Hills Lot Owners' Association, do hereby certify that at the North Emerald Hills Lot Owners' Ass'n. membership meeting held on May 2, 1990, after proper notice on all members and with a voting quorum present in person or by proxy, the following action was taken:

1. The Protective Covenants and Building Restrictions of the Plat of North Emerald Hills Addition, Arnolds Park, Dickinson County, Iowa, on an affirmative vote of more than seventy-five percent (75%) of the total votes of the entire voting membership of the North Emerald Hills Lot Owners' Association, were amended by amending the first sentence of Article IV on Unlawful Procedures to specifically provide as follows:

No trailer, mobile home transportable in one or more sections whether with or without a permanent foundation, basement, shack, garage, barn or any other outbuilding shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary nature be permitted. (Addition to text of the first sentence is shown by underlining.)

2. In all other respects the November 7, 1975 Platting Proceedings, Protective Covenants, and Building Restrictions and Declaration of Rules and Regulations of the North Emerald Hills Low Owners' Association filed in the Dickinson County Recorder's Office in Abstract Record Book 12, page 1 and in Plat Book 8,

page 1 as amended by filing in the Dickinson County Recorder's Office on December 19, 1975 in Miscellaneous Record Book R, page 751 were affirmed. The members voted by a vote of more than seventy-five percent (75%) to direct that this certificate prepared by the Secretary be filed with the Dickinson County Recorder's Office as an amendment thereto and, without thereby limiting the renewal provisions of the Platting Restrictions, to have this filing also act as a reaffirmation of the Platting Restrictions and Provisions as amended of record, in accordance with Chapter 614, and particularly Section 614.24 of the 1989 Code of Iowa.

Dee Brooks

Dee Brooks, Secretary
North Emerald Hills Lot
Owners' Association

Subscribed and sworn to before me by Dee Brooks on this

4 day of May, 1990.

Jan Lortscheller
NOTARY PUBLIC - STATE OF IOWA

My Commission Expires
April 17, 1991



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*North Emerald
Hills*

PROTECTIVE COVENANTS AND BUILDING RESTRICTIONS

I. Land Use. Lot 1 shall be known and described and used for residential purposes for the construction of condominium units with a maximum of twelve (12) units that may be constructed hereon.

Lots 6 through 21 shall be known and described and used solely as residential lots for the construction of single family housing not to exceed two story in height. The restrictions of this and subsequent paragraphs shall not prohibit the erection or development of a contemporary styled tri-level (split-level) dwelling or a residential park on any of said lots.

Lots 2, 4, 5, 22, 23, 24 and 25 shall be known and described and used solely as residential lots for the construction of single and/or two family dwellings. Should Lot 3 cease to be used as a recreation lot for the development, it too should revert to this classification.

Garages. Except as to Lot 3 while it is used as the recreation lot and Lot 1, all garages must be attached to the main dwelling. Garages shall be limited to one for each family dwelling unit on the lot, which shall not exceed three stalls and shall only be used for cars, pickups (less than 3/4-ton) and storage of small residentially used items.

II. Building Restrictions. Except as to Lot 3 and only so long as it is used as the development's recreation lot, no building shall be erected on any lot unless it is in conformity with the then current Arnolds Park Zoning Ordinance and additional thereto:

For purposes of better defining the front yard of the lots, the front yard restrictions shall apply only to the yard adjacent to the street on which the front of the house faces. There shall be a minimum square footage, excluding garage area, as follows:

1. Single family dwellings - 1200 square feet.
2. Two-family dwellings - (a) foundation for both units 1200 square feet; (b) 1000 square feet per dwelling unit.

III. Lot Care. The respective titleholders of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.

IV. Unlawful Procedure. No trailer, trailer house, basement, shack, garage, barn or any other outbuilding shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary nature be permitted. No building of any nature shall at any time, for any purpose be moved onto any lot of the subdivision described herein except new structures, nor shall anything be done thereon which may be or might become an annoyance or nuisance to the neighborhood.

No boats; boat, snowmobile or other type hauling trailer, or trucks of larger than "3/4 ton" size shall be maintained, parked, or kept overnight for any purpose on the property.

No dog, or other type, kennels nor shall any dog larger than 20 pounds be brought upon or kept on the property.

No commercial business shall be operated or maintained on the property, with the exception of Lot 1.

No lot herein may be subdivided into a smaller part.

V. Easements. A perpetual easement is reserved over the north fourteen (14) feet of Lots 22, 23, 24 & 25, over the south even (7) feet of Lots 2 and 5 and over the north seven (7) feet of Lots 3 & 4 (as depicted on the plat) for utility installation and maintenance and an easement is hereby reserved in Emerald Drive dedicated to the public for utility installation and maintenance.

VI. Lot Owners Association. Each owner or contract owner of a lot in the Plat of North Emerald Hills Addition, Arnolds Park, Iowa shall be a member of and by acceptance of any deed agrees to abide by the Charter, By-Laws, Rules, Regulations and objects of THE NORTH EMERALD HILLS LOT OWNERS' ASS'N as they may be amended from time to time. This condition shall expire in accordance with the terms of Paragraph VIII hereof. Voting rights shall be set forth in the Rules and Regulations of said association.

VII. Recreation Facilities. It is the intention of the developer to develop Lot 3 as a recreation lot for the joint use of the lot owners. This paragraph shall not be construed as creating any present rights on to or over Lot 3 in the other lot owners.

VIII. Covenants Run With The Land. These 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 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.

In the event any of the owners of land in said plat or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons or corporation owning any other lots in said development or subdivision or the North Emerald Hills Lot Owners' Ass'n as representative of the lot owners as a whole to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of such covenants or restrictions and either to prevent him from doing so or to recover damages or such other relief as the Court may allow for such violation.

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