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RESTRICTED COVENANTS

1.) All structures placed within Indian Hills Estate's Addition shall be of new construction. For individual, single family dwellings, the ground floor area of the main structure, exclusive of one story, open porches and garages, shall be not less than 1,200 square feet for one story structures and not less than 1,500 square feet for two and three story structures.

2.) Minimum building set-back shall conform to the Dickinson County zoning regulations for R-2 single and two family residential districts. No lot may be sub-divided into smaller lots.

3.) All lots shall be kept free and clear of obstruction, debris and noxious growth. Property line, fences or hedges shall be set in from lot lines and be of a type which will not obstruct the view from adjacent dwellings.

4.) No trailer house, basement house, fish house, tent, shack or other out building, except permanent garages may be erected upon the lots, nor may residents of a temporary nature be permitted.

5.) No business, trade or commercial activity of any kind shall be conducted upon any lots, except a one person, one-room professional office or service office kept by the owner may be permitted.

6.) Excavated dirt shall be removed from the lots and exterior portions of all construction shall be completed in one year from the date construction is commenced. The only signs permitted shall be for sale signs or owner identification signs no larger than five square feet and one square foot respectively, which signs shall pertain only to the premises upon which they are located. No animals such as horses, cattle, sheep, hogs, goats or poultry shall be per-

mitted upon the premises. This shall not prohibit domestic cats and dogs as pets, provided that they are confined upon the premises and not permitted to roam, at large, beyond the limits of the owner's property. Pets shall not be permitted upon the golf course.

7.) Driveways leading from the street to property, owner's garages and all parking area shall be surfaced with black top or concrete within six months after building construction is completed. All utility tanks for storage of fuel shall be buried.

8.) All lots shall be subject to an easement across the back 15 feet thereof for installation and maintenance of utility lines and conduits.

9.) No boats, trailers, campers, motor cycles, snowmobiles, immobile cars or like vehicles or structures shall be stored in the driveways.

10.) There shall be no building constructed on Outlot A in Block 1 nor on that portion of Outlot A, Block 2 lying east of Lots 1 through 5 inclusive.

See Deed - Dec 21 - page 31
Set of Deed - page 37
Plat 441

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That William J. Parriott, and Sharon Parriott, his wife, hereinafter referred to as "Declarants", fee owners of the following described real property located in the County of Dickinson, State of Iowa, the same being real property now duly platted as Indian Hills Estates Addition, being a subdivision of part of the Northeast Quarter of Section One (1), Township Ninety-nine (99) North of Range Thirty-seven (37) West of the Fifth Principal Meridian, Dickinson County, Iowa, as such plat is now recorded in Plat Book 8 at Page 30 of the records of the Office of the County Recorder of the County of Dickinson, State of Iowa, hereby make the following declarations as to limitations, restrictions, and uses to which the lots or tracts constituting such subdivision may be put, and hereby specify that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision, this declaration of restrictions being designed for the purpose of keeping the subdivision desirable, uniform and suitable in architectural design and use as specified herein. Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Indian Hills Estates Addition Owners Association, Incorporated, an Iowa non-profit corporation.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Out-lots.

ARTICLE II.

PROPERTY RIGHTS

Section 1. Use Restrictions. The following restrictions, reservations and easements shall apply to and govern the erection and maintenance of dwelling and the use of properties:

1. All lots in the said subdivision shall be known and described as residential lots.

2. No building, fence, wall or other structure shall be commenced, erected or maintained, until the plan and specifications and plot plan, showing the nature, kind, shape, height, materials, floor plan, exterior color scheme, location and approximate cost of such structure and the

grading of the lot to be built upon, shall have been submitted to and approved by the Architectural Control Committee, hereinafter named, and a copy thereof, as finally approved, lodged permanently with said Committee. The Committee shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in its opinion for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the outlook from the adjacent or neighboring property. All decisions of the Committee shall be final and no lot owner or other parties shall have recourse against the Committee for its refusal to approve any such plans and specifications or plot plan, including lawn area and landscaping.

3. The Architectural Control Committee shall be composed originally of three members selected by declarants. In the event of death, incapacity or resignation of a member of the Committee, the remaining members shall have full authority to designate a successor. The members of the Committee shall not be entitled to any compensation for services performed under this covenant. When all of the lots have been sold, then the Association shall have the power through a duly recorded instrument amending this Declaration to change the membership of the Committee.

4. In the event there is no Committee in existence under either manner of appointment or election, or in the event such Committee fails to approve or disapprove a proposed structure within thirty (30) days after written request to do so, then such approval of the Committee will not be required. In such event the design, location and kind of materials and structures to be built on said lot shall be in harmony with existing structures in the immediate vicinity and in no case in violation of any of the other restrictions herein contained.

5. All construction must be commenced within three (3) months from the date approval by the Architectural Control Committee shall have been given, and all exterior construction shall be completed within twelve (12) months from commencement of construction. All excavated dirt shall be removed from the lots. If these requirements are not met, it shall be necessary to resubmit the plans and specifications to the Committee. It shall be the responsibility of the lot owner or his agent to notify the Committee in writing of the starting date and completion date of construction.

6. No single story dwelling shall have a floor area of less than twelve hundred (1200) square feet, and no two story structures shall have floor area of less than fifteen hundred (1500) square feet, exclusive of open porches, or attached garage; such dwelling house shall be of masonry or frame construction and may include decorative paneling if so desired. No dwelling shall be constructed without an attached garage or other garage acceptable to the Architectural Control Committee.

7. The lines of the walls nearest to the front property line of any structure, dwelling house, garage or outbuilding built or placed on any lot shall conform to minimum building set back requirements of Dickinson County zoning regulations for R-2 single and two family residential districts. No overhang shall be permitted beyond the property lines. Provided, however, notwithstanding anything herein to the contrary, the Architectural Control Committee may at any time in its discretion, vary the restrictions contained within this paragraph to accommodate a use of the land consistent with the existing site conditions. It being further understood that the above said set back lines presently conform with the dimensions required in Dickinson County and that should the zoning be changed at a future date, the set back lines shall conform to the requirements imposed in said new zoning. It being further understood that no change in zoning is possible without the approval of the Dickinson County, Iowa zoning authority.

8. No temporary structure, house, trailer, tent, shack, fishhouse, garage or other outbuilding shall be placed or erected on the lots except during the period of actual construction of a permanent structure. No "house trailer" shall be placed on any lot for occupancy other than as a temporary facility during actual construction of a permanent structure.

9. No structure shall be erected, altered, placed or permitted to remain on any of the lots which exceeds two (2) stories in height.

10. No lots shall be used for residential purposes prior to installation thereon of waterflush toilets, and all bathrooms, toilets, or sanitary conveniences shall be inside of the buildings permitted hereunder. Until such time as sewers may be available, all bathrooms, or sanitary conveniences shall be connected to septic tanks constructed according to county specifications. When and after sewers are available, then all such toilets, bathrooms, and sanitary conveniences thereafter installed shall be connected to such sewer system.

11. No business, trade or commercial activity of any kind shall be conducted upon any lots, except a one person, one-room professional office or service office kept by the owner may be permitted. The only signs permitted shall be for sale signs or owner identification signs no larger than five square feet and one square foot respectively, which shall pertain only to the premises upon which they are located.

12. No lot shall be subdivided into smaller lots. In the event a lot is subdivided as herein provided, the subdivided portions shall thereafter be considered as one lot for the purpose of these restrictions. The lots as presently platted conform with the minimum size and dimensions required in Dickinson County such that no subdivision is permissible without the County's approval thereof. Nothing herein shall prevent the dedication or conveyance of portions of lots to the Association or for public utilities in which event the remaining portion of such lot shall be treated as a whole lot. Nothing herein contained shall affect the subdivision of a lot or lots for the purpose of increasing the area of any contiguous or adjacent lot.

13. No farm animals, including without limitation, horses, swine, goats, sheep, cows, poultry or rabbits, shall be kept on any lots, except that one (1) large or two (2) small dogs or cats shall be permitted for every lot subject to the requirements of the political subdivision having jurisdiction and further provided that they are confined upon the premises and not permitted to roam, at large, beyond the owner's lot. Dogs shall not be walked or permitted on the out-lots or golf course. No dog kennel run may be constructed with dimensions in excess of 5 feet by 20 feet, it shall be attached to the house and shall not extend more than 10 feet beyond the house in any direction.

14. No hospital, sanitarium or other place for the care or treatment of the sick or disabled, physically or mentally, nor any saloon or other place of entertainment shall be erected or permitted upon any of the lots.

15. Waste, refuse, or garbage shall not be burned on the lots but must be disposed of in a manner consistent with the regulations of the County Health Department and good sanitation practices.

16. Lot owners and those under their direction shall not cover, bridge, or otherwise interfere with existing drainage culverts or ditches without the prior express written approval of the declarants.

17. No lot shall at any time be used as a wrecking yard, or for any purpose in connection therewith, nor shall any lot be put to any use which will or may create a public or private nuisance or hazard so as to interfere with the lawful use of any other lot.

18. Driveways leading from the street to property, owner's garages and all parking area shall be surfaced with black top or concrete within six months after building construction is completed. All utility tanks for storage of fuel shall be buried. All lots shall be subject to an easement across the back 15 feet thereof for installation and maintenance of utility lines and conduits. No boats, trailers, campers, motor cycles, snowmobiles, immobile cars or like vehicles or structures shall be stored in the driveways.

19. No fence or hedge shall be erected or maintained on the property which shall unreasonably restrict or block the view from an adjoining lot, or which shall materially impair the continuity of the general landscaping plan of the subdivision. For the purpose, a hedge or fence may be maintained at no greater height than five (5) feet, and no wall or fence shall be erected or placed beyond the minimum set back lines of any lot, unless said wall or fence shall be ornamental and a desirable feature and shall not in any manner impair the general scheme of the subdivision area. The Architectural Control Committee, in its sole discretion, may approve minor projections above the restricted heights for architectural features. No wall or fence of any kind whatsoever shall be constructed on any lot until after the height, type, design and location thereof shall have been approved in writing by the Architectural Control Committee. Except for dog runs as provided in 14 above, no metal fences shall be constructed.

20. All exterior lighting shall be installed and maintained so as not to disturb unreasonably the holder of any other lot.

21. Off street parking shall conform to Dickinson County, Iowa ordinances.

22. No evaporative or air heating or conditioning units or towers shall be located on or by any structure unless screened by walls or other adequate means in such a manner as to conceal them from the view of neighboring lots and streets. Also, all such units, clothes lines, equipment, fixtures, swimming pool filters, water systems, wood piles or storage piles shall be walled in or kept screened by adequate plantings, walls or other means in such a manner as to conceal them from the view of neighboring lots and streets.

Section 2. Easements and rights-of-way are hereby expressly reserved for the creation, construction and maintenance of utilities, including but not limited to gas, water, telephone, telegraph, TV cable, electricity, sewers, storm drains, as well as any function deemed necessary and/or expedient for the public health and welfare, be they public, quasi-public, or private. Such easements and rights-of-way shall be confined to the rear seven and one-half (7-1/2) feet of every lot and seven and one-half (7-1/2) feet along the side of every building lot, and along the front seven and one-half (7-1/2) feet of every lot in the subdivision. All utility transmission lines must be buried; no overhead utility lines shall be permitted.

Easements for the installation and maintenance of utilities and drainage facilities are dedicated by Declarants as shown on the recorded plats. Within these easements no structure, planting other than grass or suitable ground cover, walls, or fences or other materials of any type may be constructed, placed, or permitted to remain thereon. These easements conform to the requirements of all lawful public authorities including but not limited to the County Engineers of Dickinson County.

Section 3. The requirements of Section 1 and 2 hereof, to the extent they restrict building beyond the minimum set backs and upon the utility easements, shall not apply to Lot 1, Block 2, and Lot 8, Block 1, except that the use of Lot 8, Block 1, shall conform to all of said requirements until such time as declarants may, in their sole discretion, waive such requirements as to building location, in writing.

Indian Hills

WEST LINE OF NE 1/4
SEC. 1-99-37

$1189^{\circ}57'30''$ W
47.40'

(SECTION LINE)
768.62'

P.I.
 $\Delta = 90^{\circ}09'35''$
5.06' WEST OF
SEC. LINE

$989^{\circ}40'15''$ W
27.84'

OUT LOT A

☉ CURVE DATA
 $\Delta = 90^{\circ}09'35''$
D = $14^{\circ}57'20''$
R = 383.1'
L = 384.17'

$S 0^{\circ}02'30''$ W
 $N 0^{\circ}10'10''$ W
 $N 0^{\circ}10'10''$ W

$N 0^{\circ}10'10''$ W (☉ OF ROAD)

$N 0^{\circ}10'10''$ W

$N 0^{\circ}10'10''$ W

$N 0^{\circ}10'10''$ W

$N 0^{\circ}10'10''$ W

33'

33'

33'

40'

40.65'

306.13'

562.61'

427.73'

532.36'

66.192'

80.00'

80.00'

80.00'

106.75'

157.00'

154.80'

16.48'

150.00'

150.00'

152.37'

339.51' TO ☉ ROAD
336.93 TO SEC. LINE

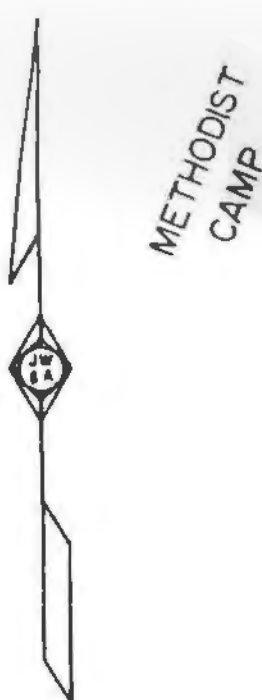
$N 11^{\circ}15'33''$ W
1091.28'

15' UTILITIES EASEMENT

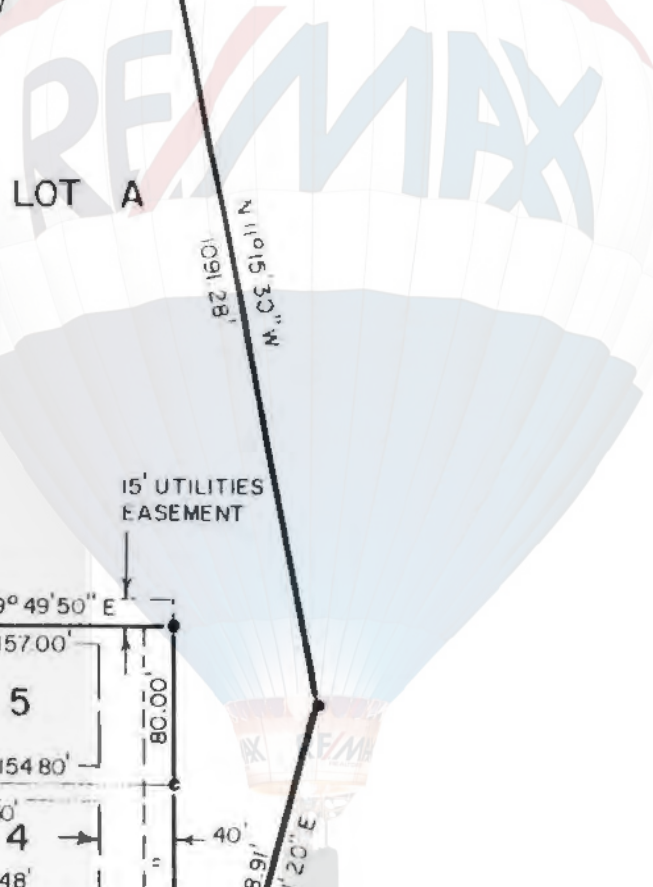
$N 15^{\circ}01'20''$ E
208.91'

15' UTILITIES EASEMENT
 $N 30^{\circ}13'10''$ W
247.32'

$S 80^{\circ}03'30''$ E
339.51' TO ☉ ROAD
336.93 TO SEC. LINE



METHODIST
CAMP



BLOCK

BLDG. SETBACK LINES

2

3

4

5

P.T.