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**PLAT OF LOWER GAR ESTATES
Milford, Dickinson County, Iowa**

KNOW ALL MEN BY THESE PRESENTS:

G & H, L.C., an Iowa limited liability company, is the owner of the following described real estate located in Dickinson County, Iowa, to-wit:

Outlot A, except the West 17 feet thereof, in the Plat of South Shore Estates, City of Milford, Dickinson County, Iowa;

and does hereby plat said real estate as Lower Gar Estates to the City of Milford, Dickinson County, Iowa.

Said real estate is platted into Thirteen (13) Lots located and described with boundaries as depicted on the Plat and Survey recorded herewith and incorporated herein by this reference.

Public Dedication.

Permanent and perpetual utility easements are hereby established and dedicated to the City of Milford, Dickinson County, Iowa, and to the public in perpetuity, as described and indicated on the Plat.

Protective and Restrictive Covenants.

The undersigned hereby declares, makes and establishes the following Protective and Restrictive Covenants which shall be applicable to all Lots included in the Plat of Lower Gar Estates. These Protective and Restrictive Covenants shall run with the land and shall be binding upon all parties and all persons who may now own, or who may later become the owner or owners of, any Lot(s) in the Plat of Lower Gar Estates, and all parties claiming under them, for a period of twenty (20) years from the date this instrument is recorded, after which time these Protective and Restrictive Covenants shall automatically extend for successive periods of ten (10) years each unless, prior to the commencement of any ten (10) year period, a written instrument signed by the owners of seventy-five percent (75%) of the Lots in the Plat of Lower Gar Estates has been recorded in the public records of Dickinson County, Iowa, which instrument may provide for the change, alteration or rescission of these Protective and Restrictive Covenants, in whole or in part.

1. These Protective and Restrictive Covenants shall apply to all Lots located in the Plat of Lower Gar Estates to the City of Milford, Dickinson County, Iowa (herein individually the "Lot" or collectively the "Lots").
2. No multi-family dwelling shall be permitted on any Lot.
3. No structures shall be erected on any Lot except residences plus an attached garage. No detached garages or outbuildings shall be permitted on any Lot. No business, trade or commercial activity of any kind shall be conducted on any Lot, except a one-person, one-room professional office or service office operated by the occupant of a Lot. All residences on each Lot shall have at least a two car attached garage. All driveways servicing each Lot shall be hard surfaced.
4. All garages located on each Lot shall be used only for the storage of cars, pick-ups, recreational vehicles and small residentially used items. No commercial storage shall be allowed. The garage on each Lot may also be used as a personal workshop.

5. No recreational vehicles shall be parked on any Lot except inside a garage. Recreational vehicles shall include, but shall not necessarily be limited to, travel trailers, motor homes, campers, boats and snowmobiles, and shall include the trailers for each of the above-enumerated items. No trucks of a size of more than one ton shall be maintained, parked or kept overnight on any Lot; provided, however, that this shall not prohibit trucks which are making deliveries or providing services to a Lot. Docks or boat hoists shall not be stored on any Lot except during the period from October 1 to May 15.

6. No trailer house, mobile home, double wide mobile home or basement home may be parked, placed or erected on any Lot. No used building of any kind or for any purpose may be moved on to any Lot; provided, however, that this shall not be construed as prohibiting modular homes and/or manufactured homes that otherwise meet the criteria set forth herein. No basement home, earth sheltered home, or shack shall be placed or erected on any Lot, nor shall a residence of a temporary nature be permitted on any Lot.

All manufactured homes shall be built in compliance with the Uniform Building Code. The minimum roof pitch on any structure shall be 6:12. Eave height shall not be less than eight (8) feet above the top of the foundation. Inside ceiling height shall be at least eight (8) feet.

7. No propane or heating oil tanks shall be permitted on any Lot unless natural gas is not available to service the Lot at the time of construction. If natural gas is not available, propane or heating oil tanks shall be buried.

8. No exterior lighting shall be installed or maintained on any Lot which unreasonably disturbs the occupants of any other Lot.

9. No animals shall be kept on any Lot, or in a residence on any Lot, except domestic cats and dogs as pets; provided that any domestic cats or dogs must be confined and shall not be permitted to roam at large beyond the boundaries of the owner's Lot. No more than a total of two dogs or cats per dwelling shall be permitted.

No dog kennel run may be constructed on any Lot with dimensions in excess of five (5) feet by twenty (20) feet. Only one dog kennel per Lot shall be allowed and it shall be attached to the dwelling and shall not extend more than ten (10) feet beyond the dwelling in any direction and not closer than eight (8) feet to any Lot line.

10. No structure shall be built on any Lot unless the building setback lines comply with the setbacks required by the City of Millford, Iowa.

11. No owner(s) of any Lot, except the Developer, may at any time replat or subdivide any Lot, or in any manner change the plat which has been filed for the Lots; provided, however, that Lot Thirteen (13) may be subdivided into not more than six (6) Lots.

12. All single family residences constructed on Lots 4 through 12 shall comply with the following minimums. Each residence constructed on Lots Four (4) through Twelve (12) shall be a single-story ranch style residence constructed with a minimum of 1,400 square feet of finished, interior ground floor area. Residences constructed on Lots Four (4) through Twelve (12) shall be limited to one story above roadside grade. The highest point of any residence constructed on Lots Four (4) through Twelve (12) shall not be more than 26 feet above the average elevation of the street curb.

13. All single family residences constructed on Lots 1, 2, 3 and 13, shall comply with the following minimums. Each single-story ranch style residence shall be constructed with a minimum of 1,400 square feet of finished, interior ground floor area. Each split

foyer style residence shall be constructed with a minimum of 1,000 square feet of interior, finished floor area on the main floor and 400 square feet of finished floor area on the other floor. Each residence of one and one-half stories shall be constructed with a minimum of 1,000 square feet on the main floor and 400 square feet on the additional floor of finished, interior floor area. Each two-story residence shall be constructed with a minimum of 1,000 square feet on each floor of finished, interior floor space.

14. The side walls of each residence constructed on a Lot shall have a minimum height of 8 feet and the roof pitch shall be not less than a 6:12 pitch.
15. The exterior portions of all residences constructed on each Lot shall be completed within one year from the beginning date of construction. No advertising or billboards shall be permitted on any Lot except a "For Sale" sign no larger than five square feet in area which "For Sale" sign shall pertain only to the Lot on which it is located. There shall be no more than two "For Sale" signs located on any Lot.

The Developer, in its sole discretion, reserves the right to construct signs, identifying monuments and/or structures on any Lot.

16. The Owners of each Lot shall at all times keep their Lot free and clear from all obstructions, debris, obnoxious growth, refuse piles, junk vehicles or other unsightly objects. All Lots shall be well maintained. So long as the Developer remains an owner of any Lot(s), the Developer may give written notice to an owner of a Lot who fails to comply with the provisions of this paragraph. If such failure is not cured within seven (7) days from receipt of this notice the Developer may perform any required clean-up activities and the owner of the Lot shall be responsible to the Developer for all expenses thus incurred. Garbage, trash, rubbish and other solid waste must be kept in containers within a garage. Solid waste and recycle bins shall not be placed at curbside prior to 8:00 P.M. on the night before the date of scheduled collection and shall be promptly removed after collection.
17. No building, fence, wall, or other Lot improvement shall be constructed, erected, or maintained on any Lot, nor shall any addition to or alteration of any building, fence, wall, or other Lot improvement be made on any Lot, until the plans and specifications for such Lot improvement have been submitted to and approved in writing by the Developer. The plans and specifications for any such Lot improvement shall indicate such information as the Developer may reasonably request, including the nature, kind, configuration, height, materials, floor plans, location and approximate cost of the Lot improvement. If the Developer has not, within thirty (30) days following its receipt of any proposed plans or specifications, approved or disapproved the plans and specifications or has not asked for additional information concerning the plans and specifications, then the Developer shall be deemed to have approved the plans and specifications for the Lot improvement.
18. These Protective and Restrictive Covenants run with the land. A purchaser of a Lot, or any person acquiring an interest in a Lot, by acceptance of an ownership interest in the Lot agrees to abide by and be bound by these Protective and Restrictive Covenants.
19. In the event the owner of any Lot, or his or her beneficiaries, personal representatives, heirs, assigns, successors, transferees or assignees, shall violate or attempt to violate any of these Protective and Restrictive Covenants, then any person(s) owning any other Lot or Lot(s) may prosecute any proceedings, at law or in equity, against a person(s) violating or attempting to violate any of these Protective and Restrictive Covenants, and obtain any legal or equitable remedy available for such violation including injunctive relief.
20. Invalidation of any one of these Protective and Restrictive Covenants by judgment or court action shall in no way affect any of the other Protective and Restrictive Covenants which shall remain in full force and effect.

21. These covenants can be amended by the owners of seventy-five percent (75%) of the Lots in this subdivision. Any amendment must be reduced to writing, signed by the required number of owners and shall be effective upon filing with the Dickinson County Recorder. Notwithstanding the above, no amendment shall be effective without the Developer's consent as long as the Developer owns any Lots within the subdivision.
22. The Developer, at its discretion, may convey all property which it still owns within the subdivision to a grantee whom it may designate as a Successor Developer. The Successor Developer shall have all the rights and privileges of the Developer as set out above.

For the purposes of these Protective and Restrictive Covenants, the term "Developer" shall mean G & H, L.C. or its successor. The Developer reserves the right to assign its authority under these covenants to a successor entity, which may include a Lower Gar Estates property owners association hereinafter created.

Residential Subdivision Development Agreement.

In order to provide for water service and sanitary sewer to each Lot the undersigned has entered into a "Residential Subdivision Development Agreement" with the City of Milford as approved by the Milford City Council. A copy of this Residential Subdivision Development Agreement is attached as part of this Plat and is incorporated as a part of this Plat and Dedication by this reference.

Attachments.

There is attached hereto, and made a part hereof, a certificate from the Dickinson County Treasurer certifying that the real estate included in the Plat is free from certified taxes and special assessments.

There is attached hereto, and made a part hereof, a certificate from the City of Milford Planning and Zoning Commission approving of the Plat of Lower Gar Estates.

There is attached hereto, and made a part hereof, a certified resolution of the Milford City Council approving the Plat of Lower Gar Estates.

There is attached hereto, and made a part hereof, the written opinion of Michael R. Bovee, Attorney at Law, evidencing that title to the real estate included in the Plat of Lower Gar Estates is held by G & H, L.C. and is free and clear of all liens, taxes and encumbrances, except easements of record.

There is attached hereto, and made a part hereof, the Plat Lower Gar Estates certified by Paul R. Petitti, Registered Licensed Surveyor, Iowa Registration No. _____, which Plat shows the Lots and easements included in the Plat; the boundaries of the Plat; the monumentation therefore; the measurements and bearings thereof; and which otherwise complies with the requirements of Chapter 354 of the Code of Iowa.

The above described property is platted with the free consent and in accordance with the desires of the undersigned.

G & H, L.C.

By: _____
Brian Goodell, Manager

STATE OF IOWA, County of _____, ss:

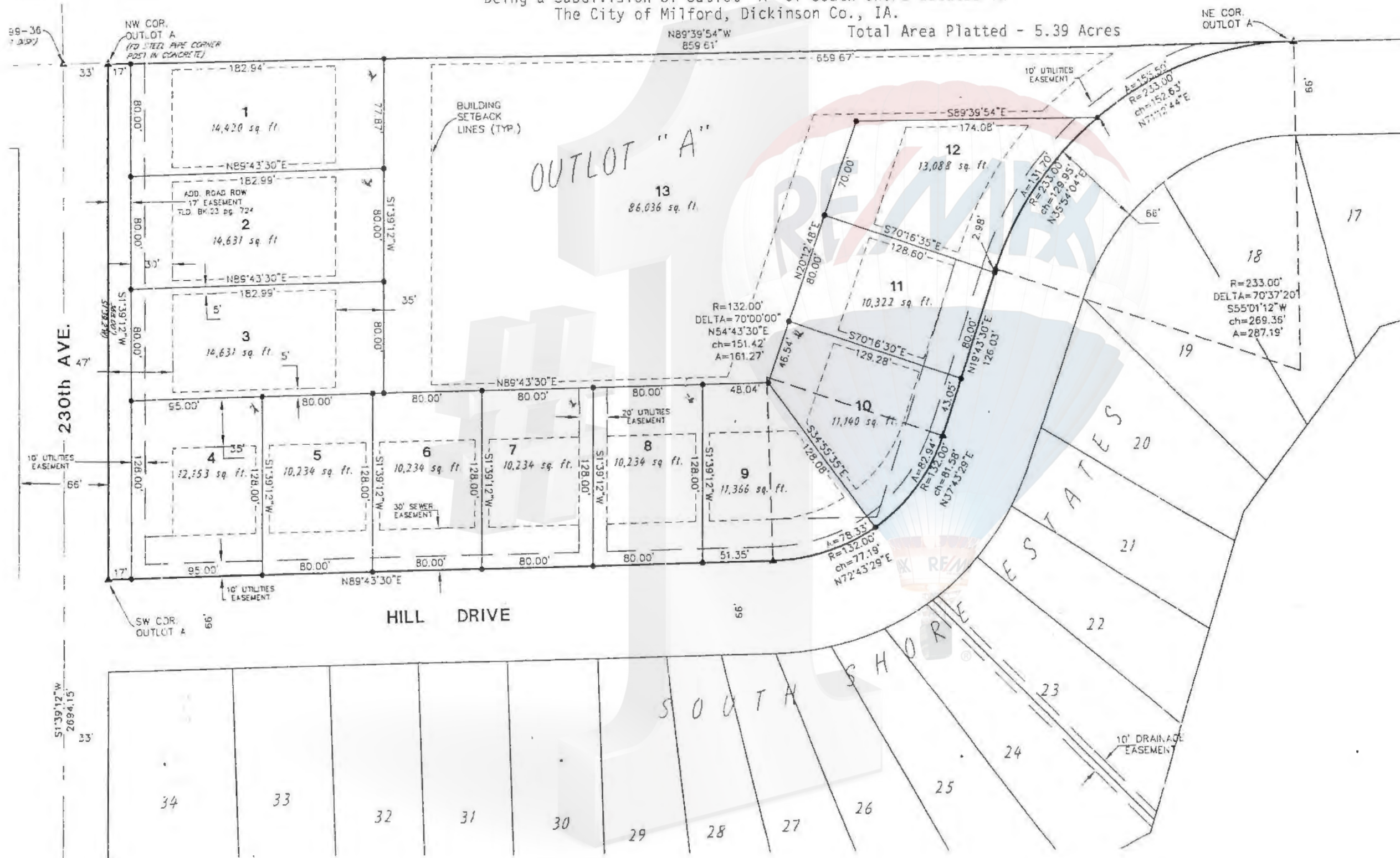
¶ On this _____ day of _____, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Brian Goodell**, to me personally known, who being by me duly sworn, did say that he is the Manager of said limited liability company, executing the within and foregoing instrument, that the instrument was signed on behalf of said limited liability company by authority of its members and managers, and that the said **Brian Goodell** as Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

Notary Public in and for said County and State



PLAT OF LOWER GARRESTATES
 Being a Subdivision of Outlot "A" of South Shore Estates in
 The City of Milford, Dickinson Co., IA.

Total Area Platted - 5.39 Acres



89-36
 (200')

NW COR.
 OUTLOT A
 (70" STEEL PIPE CORNER
 POST IN CONCRETE)

N89°39'54"W
 859.61'

NE COR.
 OUTLOT A

OUTLOT "A"

230th AVE.

HILL DRIVE

SOUTH SHORE

ESTATES

1
 14,420 sq. ft.

2
 14,631 sq. ft.

3
 14,631 sq. ft.

4
 12,353 sq. ft.

5
 10,234 sq. ft.

6
 10,234 sq. ft.

7
 10,234 sq. ft.

8
 10,234 sq. ft.

9
 11,366 sq. ft.

13
 86,036 sq. ft.

10
 11,140 sq. ft.

11
 10,322 sq. ft.

12
 13,088 sq. ft.

18
 R=233.00'
 DELTA=70°37'20"
 S55°01'12"W
 ch=269.36'
 A=287.19'

A=155.50'
 R=233.00'
 ch=152.63'
 N77°12'44"E

A=117.70'
 R=233.00'
 ch=129.95'
 N35°54'04"E

A=78.33'
 R=132.00'
 ch=77.19'
 N72°43'29"E

R=132.00'
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