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**PROTECTIVE COVENANTS RELATING TO THE
Plat of Ridge View Estates
Dickinson County, Iowa**

1. These Protective Covenants shall apply to Lot 1 through Lot 7 inclusive.
2. All lots shall be single family residential lots and used solely as such. No structures shall be erected which exceed 35' in height plus basement, plus garages or other usual accessory buildings for use in connection therewith. No accessory buildings shall be allowed that are susceptible of being occupied for residential purposes and no accessory buildings shall be used except in connection with the main residential building.

All accessory buildings must match the main residential building or be a metal clad building of a color and style compatible with the main residential building. All accessory buildings shall be approved by the developer.

Permitted structures in the subdivision shall be limited to one single family residential structure, one accessory building and a three or more car garage, if no garage is attached to the house. If a garage is attached to the residence, it must be a two car garage or larger.

3. All garages shall be used only for cars, pickups, motor homes and storage of small residentially used items. All driveways shall be hard surfaced.
4. No trailer, trailer house, mobile home, double-wide mobile home, basement home, tent, shack, barn or other outbuilding(s) may be placed or erected upon a lot at any time, nor may a residence of a temporary nature be permitted. No used building(s) of any kind or for any purpose may be moved to upon any lot or part thereof. No modular home(s) shall be allowed unless approved by the developer and shall meet uniform building code standards and shall be so certified. The term "modular home" shall be defined as any structure that is substantially completed elsewhere and moved to lot(s) in this plat. This shall not be construed, however, to prohibit the construction of panelized or component home(s) in which panels, rafters, or other components are partially constructed elsewhere and assembled on the lot(s).

Minimum roof pitch shall be 6:12 on all structures. Roof gutters are required on all structures. No masonite or other type of composite board siding shall be allowed.

Nothing herein shall be construed to prohibit the construction of an earth sheltered home subject to developer's approval as set out in paragraph 14.

5. No structure(s) shall be built on any lot unless the building setback lines as shown on the plat are observed. For further information see the plat attached.
6. All lots are subject to permanent utility and drainage easements as shown on the attached plat.

7. At the time of a connection to the public water distribution line located in the utility easement in the subdivision, there shall be installed an approved curb stop or shut off valve on the street lot line.
8. No building shall, in any case, be permitted on any lot(s) which the building shall have a ground floor square footage of less than 1500 square feet; in the case of one story structure exclusive of garages, porches, basements and breeze ways; nor ground floor square footage of less than 1,000 square feet exclusive of garages, porches, basements and breeze ways in the case of one and one-half and two story structures. A split entry structure(s) shall be considered a two story structure without a basement and subject to the provisions concerning two story structures above.
9. 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.
10. Owners of all lots shall at all times keep the same free and clear from all obstructions, debris, obnoxious growth or other unsightly objects. No woven wire or barbed wire fences shall be allowed.
11. The exterior portions of all construction and landscaping shall be completed within one year of the date of beginning of construction. No outside toilet(s) shall be permitted on the premises. No advertising or billboards shall be permitted on any lot(s) except a "For Sale" sign no larger than five (5) square feet in an area which shall pertain only to the premises upon which it is located and there shall be no more than two in number.
12. No propane or heating oil tank(s) shall be permitted if natural gas is available to service the lot(s) at the time of construction. If natural gas is not available, propane or heating oil tanks shall be buried. There shall be no gasoline or other fuel tank(s) of any kind except as above.
13. Septic tank(s) need to be approved by county sanitation.
14. No building(s) shall be erected upon any lot(s) at any time unless the location and design is in harmony with existing structures and locations. In furtherance of this objective, the developer of this plat, reserves the right to approve the location and design of any structure(s) prior to construction. All plans and specifications for construction and placement of buildings must be first presented to the developer and meet with the developer's approval before any construction is commenced.
15. No inoperable or stored motor vehicles shall be stored on the lot(s) of the subdivision for a period of more than seven (7) days.
16. These covenants run with the land. A purchaser of any lot(s) and any person acquiring an interest in any lot(s) by acceptance of said interest agrees to abide and be bound by these covenants.

- 17. In the event the parties hereto, their heirs, assigns or any other owner of lot(s) within the subdivision 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 subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any such covenant or restriction and either prevent him or her from doing so or to recover damages or obtain any other legal or equitable remedy available for such violation.

- 18. Invalidation of any one of these covenants by judgement or court action shall in no way affect any of the other provisions which shall remain in full force and effect.



DESCRIPTION, RESERVATION AND OWNERSHIP OF PRIVATE STREET(S)

The private drive(s) (street(s)) indicated on the Plat of Ridge View Estates are established and are hereby dedicated and reserved as private street(s) for the benefit of the owner(s) of property in the subdivision and are not dedicated to the public.

The following covenants and agreements shall apply to these private street(s), shall be binding upon each owner of property in the subdivision and may be enforced by any property owner in an equity action in the Dickinson County, Iowa, District Court:

1. Ownership. The owner or owners of Lot 5 and Lot 6 in the subdivision shall be the owners of an undivided one-half (½) interest in the private street jointly. A lot owner's undivided interest in the street may only be transferred or conveyed in conjunction with the transfer or conveyance of a lot in the subdivision. No lot owner shall grant a mortgage or create a lien or encumbrance against said lot owner's undivided joint interest in the private street. Ownership of the private street shall not be subject to a partition action.
2. Maintenance. Private street(s) shall be maintained collectively by the lot owners, for their benefit. In all matters concerning the street(s), the owner or owners of each lot shall have one (1) vote. The affirmative vote of a majority of the lot owners shall be required to approve action regarding the street(s). By such majority vote, lot owners may approve actions and expenditures for the maintenance, repair or improvements of the street(s).
3. Payment of Street Expenses. Each property owner shall pay, in the same manner as all other property owners, one-half (½) of all expenditures approved by a majority vote of the lot owners relating to the street(s).

If legal action is commenced to enforce payment of amounts for street purposes pursuant to this dedication, reservation and statement of ownership, the prevailing party shall be entitled to also recover reasonable attorney fees and costs.

4. Transfer to Public Entity. By majority vote, lot owners may transfer or convey the streets, or portions thereof, to a city or county that agrees to accept and maintain the streets as permanent and perpetual public streets.
5. Grant of Easements. Easements over all or a portion of these streets may be granted by majority vote of the lot owners of Lots 5 and 6, provided that no such grant of easement shall significantly restrict or impede access for ingress and egress to any lot.
6. Access and Use. All owners of lot(s) in the subdivision shall have joint and equal rights to the enjoyment and use of the platted private street(s) for access to their respective lot(s). The street(s) shall be used and maintained so as to provide substantially equal access and benefit to each improved lot in the subdivision and fronting on the street(s).

7. Upon the development of and the extension of the street(s) to service future lot(s), the owners of Lots 5 and 6 shall join with the other lots in an undivided equal interest in the total street(s) and all provisions herein shall apply.



Ridge View Estates 1st Addition

Curve #1
 R = 467.00'
 L = 257.51'
 LC = 254.26'
 C.BRG = N 15°47'50" E
 T = 132.12'
 Δ = 31°35'39"

Curve #2
 R = 533.00'
 L = 331.54'
 LC = 326.22'
 C.BRG = N 13°46'28" E
 T = 171.33'
 Δ = 35°38'23"

Curve #3
 R = 233.00'
 L = 420.45'
 LC = 365.68'
 C.BRG = N 35°44'26" W
 T = 294.98'
 Δ = 103°23'25"

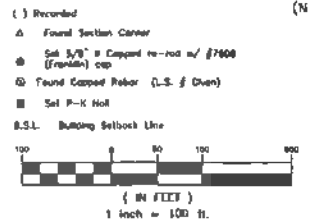
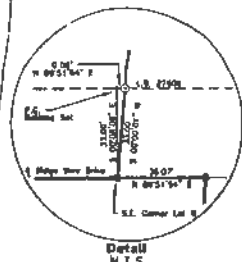
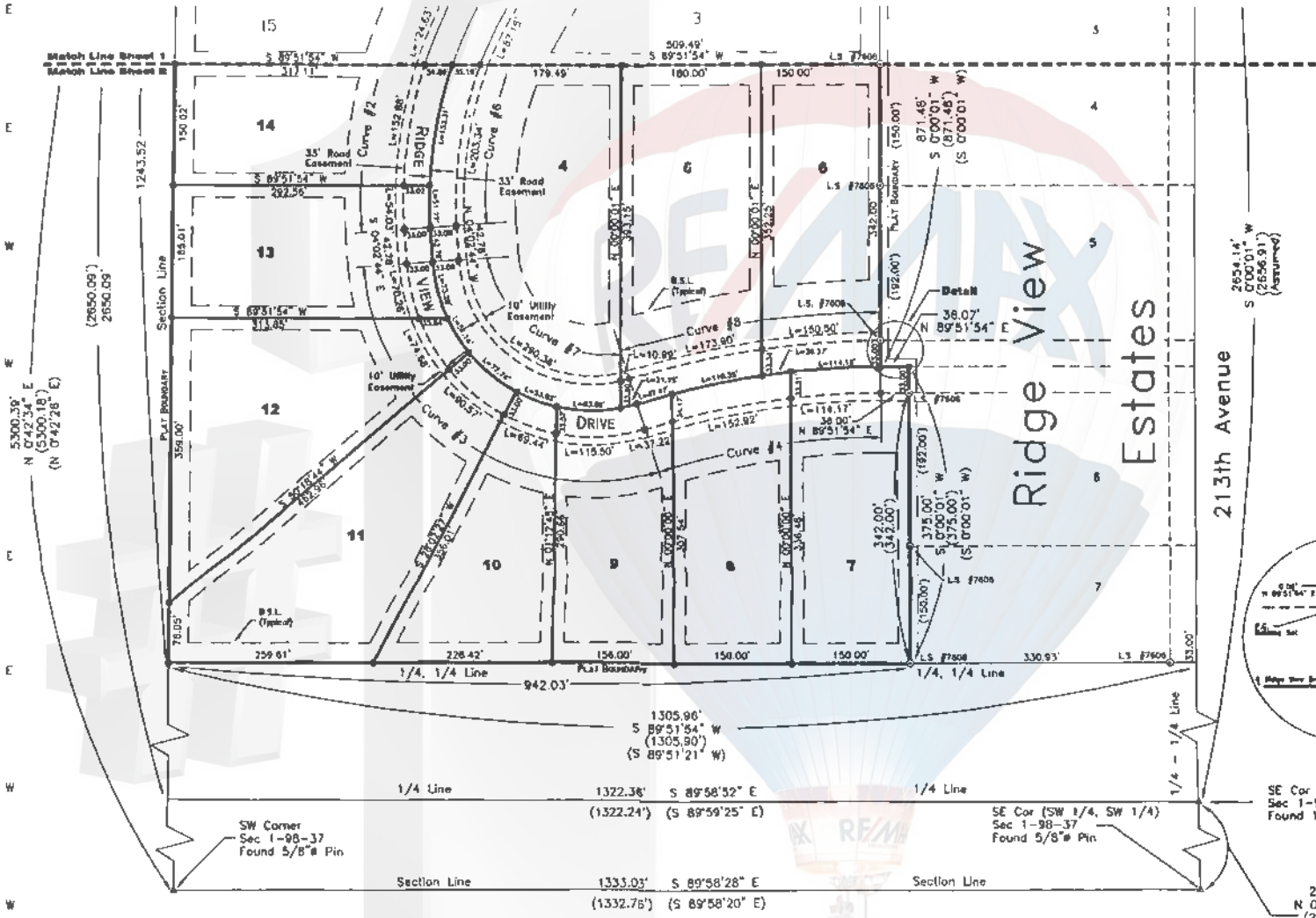
Curve #4
 R = 1000.00'
 L = 304.31'
 LC = 303.14'
 C.BRG = S 81°16'56" W
 T = 153.34'
 Δ = 17°26'09"

Curve #5
 R = 533.00'
 L = 293.91'
 LC = 290.20'
 C.BRG = N 15°47'50" E
 T = 150.79'
 Δ = 31°35'39"

Curve #6
 R = 467.00'
 L = 290.49'
 LC = 285.83'
 C.BRG = N 13°46'28" E
 T = 150.12'
 Δ = 35°38'23"

Curve #7
 R = 167.00'
 L = 301.35'
 LC = 262.10'
 C.BRG = N 55°44'26" W
 T = 211.42'
 Δ = 103°23'25"

Curve #8
 R = 1066.00'
 L = 324.40'
 LC = 323.15'
 C.BRG = S 81°16'56" W
 T = 163.48'
 Δ = 17°26'09"



DRAWN BY: JJS DATE: 10/6/2000 PWD. NO.: 2	APPROVED BY: AJT PROJ. NO. 99090 FILE NO.: 2351	REVISIONS	JF JOHN FRANKLIN ENGINEERING 1801 Hill Ave PO Box 292 Spirit Lake, Iowa 51360 Phone No. (712)-336-0727	PROJECT Ridge View Estates 1st Addition	SHEET NAME Final Plat	SHEET NO 2/2
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