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**DECLARATION
OF
PROTECTIVE COVENANTS AND EASEMENTS FOR
TEMPLAR VIEW SUBDIVISION**

**ARTICLE I
Land Use and Building Type**

No mobile home or trailer homes shall be allowed.

No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed three (3) stories in height. Such dwelling may have an attached, minimum two car garage for not more than four (4) cars.

No lots shall further be subdivided, except by revision or modification of these protective covenants and restrictions in accordance with Iowa law.

No detached garages or other outbuildings shall be permitted to be located anywhere but in the rear yard and in a location not readily visible from the highway.

**ARTICLE 2
Dwelling Size**

A. A one-story dwelling with basement shall have a minimum floor area of 1400 square feet exclusive of basement area.

B. A two-story dwelling and/or a one and half story dwelling shall have a minimum floor area of 1200 square feet on first floor.

C. Duplexes or multi-family residential dwellings shall not be permitted.®

The above minimum square footage is computed on the main structure exclusive of porches and garages and applies to all lots.

ARTICLE 3
Building Location

A. Building set backs must meet Orleans building set back requirements, but in no event shall the setback from the highway be any less than the average of the homes existing in the subdivision, or of the homes immediately adjacent thereto.

B. For the purpose of this covenant, eaves and steps shall not be construed as part of a building; provided, however, that this shall not be construed to permit any portion of eaves or steps on a lot to encroach upon another lot. Eaves and steps shall meet Orleans building code.

ARTICLE 4
Nuisances

No noxious or offensive activity shall be carried on upon lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE 5
Temporary Structures

No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently, except during construction for a duration no longer than six (6) months during construction.

ARTICLE 6
Signs

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or sign used by a builder to advertise the property during the construction and sales period. No ornaments or other symbols, whether lighted or not, shall be displayed except during the Christmas Holidays.

ARTICLE 7
Livestock and Poultry

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lots, except dogs, cats or other domestic household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes. Pets shall, at all times, be restricted to the owner's property and not permitted to roam beyond the owner's lot lines. Feeding of deer shall not be permitted.

ARTICLE 8
Garbage and Refuse Disposal

A. No part of the individual lots shall be used at any time for the storage or abandonment of junked automobiles or other motor equipment. Vehicles under repair must be removed within seven (7) days.

B. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage, rubbish and trash shall not be kept on said premises except in sanitary containers.

C. No boats, trailers, campers, motorcycles, tent trailers, horse trailers, mobile homes, motor homes, fish houses or other like equipment shall be stored or kept upon any lot except when enclosed within a garage or similar permitted structure or unless otherwise hidden from the view of those passing on the primary road located on the East side of the Plat. In no event shall any such equipment (boats, trailers, campers, motorcycles, tent trailers, horse trailers, mobile homes, motor homes, fish houses or other like equipment) be stored in the front yard as that term is defined by the Orleans Zoning Ordinance. Guest parking will be allowed not to exceed fifteen (15) days in duration.

ARTICLE 9
Term

These restrictions and covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-one (21) years from the date these covenants are recorded, after which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said

covenants in whole, or in part. The majority amendment is only after all lots have been sold by the developers.

ARTICLE 10 Enforcement

If there shall be a violation or attempt to violate any of these covenants or restrictions, any person or persons owning any real estate situated in this subdivision may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restriction, and either prevent him or them from so doing or to recover damages for such violation.

"Owner" as used in this declaration shall mean and refer to the record owner, whether one or more persons or entities of any of said lots but not withstanding any applicable theory of mortgage, shall not mean or refer to the mortgagee unless and until such mortgage shall acquire title pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE 11 Division of Lots

No lots may be further subdivided.

ARTICLE 12 Resale

No bare lots may be resold for a period of three years after purchase or until the developer has sold 100% of the Lots in the Hall Subdivision, whichever is earlier.

ARTICLE 14 Artifacts and Antiquities

Developer reserves to itself the ownership of any antiquities or Indian artifacts discovered on the property.

INSTR. NO. 03 11034
PLAT BK 10 PAGE 12
CK. PAGE

PROPRIETOR'S CERTIFICATE
PLAT OF TEMPLAR VIEW SUBDIVISION

03 DEC 31 AM 11: 00

JAN BORTSCHELLER
RECORDER
DICKINSON COUNTY, IOWA
FEE \$ 71⁰⁰

KNOW ALL MEN BY THESE PRESENTS:

That Ruth G. Hall Testamentary Trust, Alice Hall, Trustee has caused the following described property, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

Being that tract of land submitted to the Plat of Templar View Subdivision, which is attached hereto, to be surveyed, staked and platted as shown and set forth in and by the attached plat, and the survey by Jacobsen-Westergard & Associates, Inc. who surveyed, staked and platted the same. This Plat of Templar View Subdivision is made with the free consent and in accordance with the owner/proprietor, the Ruth Hall Testamentary Trust, Alice Hall, Trustee.

The property submitted to the Plat of Templar View Subdivision is subject to the Protective Covenants and Easements established thereby, and attached hereto. Further, the undersigned hereby warrants the design, material and workmanship of the required improvements, installation and construction for a period of two years from and after the date of acceptance by the City of Orleans.

IN WITNESS WHEREOF, Alice Hall, the Trustee of the land described in the attached Plat of Templar Subdivision, does hereby execute this Proprietor's Certificate this 6th day of December, 2003.

Alice Hall

Alice Hall

STATE OF DISTRICT OF COLUMBIA, ss:

On this 6 day of December, 2003, before me, the undersigned, a Notary Public in and for said District of Columbia, personally appeared Alice Hall, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that Alice Hall executed the same as her voluntary act and deed.

Eunice W. Kago

Notary Public in and for said District of Columbia

Eunice W. Kago
Notary Public, District of Columbia
My Commission Expires 12-14-04



CORNELL ABSTRACT COMPANY

1811 Hill Avenue
Spirit Lake, IA 51360
(712) 336-3845
Facsimile (712) 336-1402

DATE: 5-20-11

TO: Dori Lippon

FAX:

FROM:

Patty
Cornell Abstract Company
1811 Hill Avenue
Spirit Lake, Iowa 51360

Fax No. 712/336-1402

If you encounter any problems during transmission, please call: 712/336-3845

Transmittal sheet plus: 5 pages

Re: Templar View

MESSAGE:

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11:00 am

DEC 31 2003

21-207

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21-209

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