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PROTECTIVE COVENANTS AND BUILDING RESTRICTIONS

The following building restrictions shall apply to Lots 1 to 73 inclusive in Block 1 of the attached plat:

I. **LAND USE.** All of said lots shall be known, described and used solely as residential lots, and no structure shall be erected on any residential lot other than one single family dwelling not to exceed two stories in height, and a one or two car attached or detached garage and a guest house, except that a boat house may be erected subject to the limitations set out below. There shall be no requirement that a detached single family dwelling be constructed on any one of said lots, and the owner of any such lot shall be permitted to construct a one or two car garage and/or a guest house on said lot provided the owner of said garage or guest house has a permanent residence on a lot adjacent thereto.

II. **LOT LINE LIMITATIONS.** No building shall be erected on any building lot unless the following regulations are observed:

A. **FRONT YARDS.** The minimum depth of any front yard on lake-shore lots shall be 30 feet, and on lots not adjacent to the lake the minimum depth of front yards shall be 25 feet and, in any event, shall conform to the average set-back of existing adjoining buildings. Accessory buildings and boat houses may be built on or near the lake-shore provided they are constructed in such a manner so as not to obstruct the view of the lake from neighboring lots. For the purpose of definition, front yards shall mean the yard adjacent to the street except in the case of lots adjacent to the lakeshore. In such cases, front yards shall be that portion of the yard adjacent to the lake.

B. **SIDE YARDS.** Each lot shall have two side yards, which side yards shall not be less than 5 feet. Accessory buildings, garages and boat houses shall not extend into such side yards. Side yards bounded by a street shall not be less than 12.5 feet.

C. **REAR YARDS.** Each lot shall have a rear yard which shall not be less than 25 feet.

III. **LOT SIZE REQUIREMENTS.** No residential lots shall be sub-divided into plots or lots smaller than those as are platted except that a lot may be sub-divided as between the owners of two

adjacent lots for the purpose of enlarging said adjacent lots, and in such event each subdivided lot shall become part of the two adjacent lots, and which sub-divisions shall not be sold separately except that any such sub-divided lot may be sold to the owner of the remainder of said sub-divided lot.

IV. BUILDING SIZE. No residential dwelling shall, in any case, be permitted on any of said lots which residential dwelling has a ground floor square foot area of less than 800 square feet exclusive of garage, porches and breezeways.

The following protective covenants and building restrictions shall apply to all lots and blocks in the attached plat:

I. LOT CARE. The titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.

II. UNLAWFUL PROCEDURE. No trailer, basement, shack, garage, barn, or any other outbuilding (except a guest house and/or boat house) erected in the tract shall at any time be used as a residence, temporarily or permanently, 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 sub-division described herein except new structures, nor shall any noxious or offensive trade be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

III. EASEMENTS. A perpetual easement is reserved over the rear 5 feet and 5 feet on either or both sides of such lot for utility installation and maintenance, and an easement is hereby reserved in the streets and roads dedicated to the public for utility installation and maintenance.

IV. OUTSIDE TOILETS. There shall be no outside toilets constructed on any lot or in any place in this plat.

V. PROTECTIVE COVENANTS. These covenants are to run with the land and shall be binding on all parties and on any parties claiming under them, until January 1, 1977, at which time said covenants shall be automatically extended for successive period of 10 years unless

by vote of a 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 sub-division 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.