

**DECLARATION
OF
PROTECTIVE COVENANTS AND EASEMENTS
FOR
COUNTRY ACRES ESTATES**

**ARTICLE I
Land Use and Building Type**

A. All lots in Country Acres Estates shall be single-family residential lots. No residence shall be constructed without a minimum of two permanent attached garages also being constructed. All garages are to be solely for the use of occupants of the dwelling units.

B. No modular or move-in homes will be allowed. All homes must be "stick built" on the site. Panelized walls will be permitted if they meet all criteria otherwise set by these covenants.

C. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height.

D. No detached garages or other outbuildings shall be permitted. No garages shall be used except in connection with the residential building located on the same lot. No business, trade or commercial activity of any kind may be conducted upon any lot. All driveways shall be concrete surfaced.

E. All construction must be completed within twelve months from the commencement of construction. All dwelling construction must begin within two years of purchase of the lot from the developer.

F. No manufactured home, as hereafter defined, shall be placed or constructed upon any of the lots to which these covenants are applicable. As used in this covenant, a "manufactured home" means a factory built structure, which is manufactured or constructed under the authority of 42 U.S.C. Section 5403 and is to be used for a place of human habitation, but which is not constructed or equipped with permanent hitch or other device allowing it to be moved other than for the purpose of moving to a permanent site and which does not have permanently attached to its body or frame any wheels or axles.

G. No owner may at any time replat, or subdivide any lot or any other portion of the property or in any manner change the plat which has been filed for the Property. A lot owner may acquire land from an adjacent lot, however, for the purpose of increasing the size of the acquiring party's lot, but any lot so increased in size may never contain more than one detached single family dwelling. This provision shall not apply to Lot 62 until it is replatted into two or more single family residential lots.

H. No propane, heating oil tanks, gasoline or other fuel tanks of any kind shall be permitted. Satellite dishes shall be no larger than 18 inches in diameter and shall be roof-mounted, not on roadside or streetside. No other antennas shall be permitted. No window air conditioners or clotheslines or drying yard are allowed. No timesharing of residential units is permitted.

I. No lot shall be used except for residential purposes and no structure shall be erected on any lot other than a single family dwelling not to exceed two stories in height and not to exceed a three car attached garage.

J. Garden size for each lot shall be no more than 900 square feet.

ARTICLE 2 Architectural Control

A. No building shall be erected, placed or altered on any lot until the plans and specifications and a plan showing the location of the structure, fence or wall, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fences shall be permitted, except for underground pools. No approvals shall be granted unless the proposed improvements comply with the attached architectural control guidelines.

B. No building, 18" satellite dish or other improvement shall be constructed until the plan and specifications and plot plan, showing the nature, kind, shape, height, materials, floor plan, exterior color scheme, landscaping and location of such other structure and the grading of the lot to be built upon, shall have been submitted to and been approved by the Committee, and a copy thereof, as finally approved, filed permanently with said Committee. The Committee shall have the right to refuse to approve any such plans or specifications or grading plans, which are not suitable or desirable, in its reasonable 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, 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 view 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 specification or plat plan. For further information, see "Architectural Control Guidelines" attached hereto.

C. It is considered in the best interest of the present as well as all future owners of lots and dwelling units in the plat of County Acres Estates that some control be exercised over the design of dwellings, garages, fences, and other improvements to

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be constructed upon lots within the plat, there is hereby created and established a "Architectural Committee", consisting of three persons initially appointed by the Proprietors of said Plat. All plans and specifications for construction and placement of dwellings upon lot sites must first be presented to said Committee and be approved before any construction may be commenced. Proprietors reserve the right to name and replace committee members after their appointment. In the event of death, incapacity or resignation of a member of the Committee, the Proprietors shall designate a successor. The members of the Committee shall not be entitled to compensation for services performed. The initial members of the Design Committee shall be Shirley Stover, Merlin Stover and John Van Dyke. The Proprietors shall have the right to designate another person or persons to exercise their rights under these Covenants and to appoint them. In the event of the death or resignation of a member of the Architectural Control Committee, the vacancy should be filled by that entity. All decisions by the Architectural Control Committee to be unanimous.

Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this Declaration.

D. The Committee may from time to time establish Architectural Guidelines for the construction of improvements and dwellings upon the property, in which event the Guidelines shall be made available to the purchaser or owner of any lot, and the Committee shall approve the construction of structures or improvements in conformance with any such Guidelines. The Committee reserves the right to, from time to time, change or revoke any Architectural Guidelines adopted by it.

All plans and landscaping specifications or construction and placement of dwellings upon lots must first be presented to said Committee ten (10) days prior to the Committee taking action on building plans. A majority of the Committee shall approve the plans before excavation or construction can begin.

The Committee's approval or disapproval as required in these covenants shall be in writing; and, in the event the Committee or its design representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it or has not asked for additional information, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE 3 Dwelling Size

- A. A one-story dwelling shall have a minimum floor area of 1,600 square feet.
- B. A two-story dwelling and/or a one and half story dwelling shall have a total minimum floor area of 2,500 square feet.

C. All dwellings or buildings shall be of new masonry, frame, or any other material approved by the Architectural Design Committee. No accessory building shall be allowed. No permanent dwelling or garage shall be constructed upon any utility or other easement. Earth-sheltered housing shall NOT be permitted.

D. Walkout basements shall be permitted where proper drainage exists.

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

ARTICLE 4
Building Location

A. No building shall be erected closer than the set back lines shown on the attached Plat.

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.

ARTICLE 5
Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility company is responsible.

ARTICLE 6
Nuisances

A. 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.

B. No business, trade or commercial activity of any kind shall be conducted upon any lots.

C. No recreational vehicles shall be parked within the subdivision except inside a garage. Recreational vehicles shall be defined as travel trailers, motor homes,

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campers, boats, snowmobiles and shall include trailers. No trucks of larger than one-ton size shall be maintained, or parked for any purpose on the property in the subdivision, except for vehicles that are temporarily providing services or making deliveries to or picking up property from the premises.

D. All garages shall be used only for cars, pick-ups, recreational vehicles and storage of small residentially used items. This shall not prohibit use of any garage for a personal workshop.

E. No exterior lighting shall be installed or maintained which unreasonably disturbs the occupants of the other lots.

F. No vehicle shall be allowed on the street for overnight parking.

G. No signs or other advertising except standard real estate "For Sale" signs shall be displayed on any lot unless the size, form and number of same are first approved in writing by the Committee. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon the premises, and no refuse pile, unused motor vehicles or unsightly objects shall be allowed to be placed or remain anywhere on the premises. In the event that any owner of any property in the subdivision shall fail or refuse to keep the premises free from weeds, underbrush, or refuse piles, unused motor vehicles, or other unsightly growth or objects, then the Committee or its designee may enter upon the lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass. In the event of such a removal a lien shall arise and be credited in favor of the Committee and against the owner's lot for the full amount chargeable to the lot and that amount shall be due and payable within thirty (30) days after the owner is billed for it.

H. Excavated dirt from basements and building areas shall be removed from the lot unless the retention and spreading of the same shall be approved in writing by the Committee upon written application of the individual lot owner and builder.

I. All driveways and parking areas shall be hard surfaced concrete and must adjoin street surface within six months after construction of the residence is substantially complete.

J. Land owners may not alter the natural drainage plan without written approval of the Architectural Committee.

ARTICLE 7 Temporary Structures

No structures of a temporary character, trailer, basement, tent, shack, garage, or other building shall be used on any lot at any time as a residence either temporarily or permanently.

ARTICLE 8
Animals, 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.

No outdoor dog kennel shall be allowed. No outdoor run shall be permitted with dimensions in excess of five feet by twenty feet. Any run shall be attached to the rear of dwelling or garage and shall not extend the side of the dwelling or garage in any direction. Chain link fences shall be allowed for dog kennels. Location and style of dog run fences shall be approved by the Architectural Control Committee and shall be consistent with the architectural integrity of the dwelling.

ARTICLE 9
Garbage and Refuse Disposal

A. No part of the individual lots or streets shall be used at anytime for the storage or abandonment of junked automobiles, vehicles under repair, or other motor equipment.

B. Owners of all lots shall at all times keep the same free and clear from all obstructions, debris, obnoxious growth, refuse piles, or other unsightly objects. All lots shall be well maintained. If the owner of a lot fails to comply with the provisions of this paragraph the Developer may give written notice of such failure to the owner and if the failure is not corrected within three (3) days from receipt of such notice the Developer may perform such mowing or remove such objects and the owner of the lot shall be responsible to Developer for the expenses thus incurred.

C. Garbage, trash, rubbish and other solid waste must be kept in sanitary containers within a garage. Solid waste may be placed at curbside for collection only in disposable containers such as plastic bags. Containers such as garbage cans are only permitted at curbside for collection not prior to 6:00 o'clock a.m. on the date of scheduled collection. No waste, refuse or garbage shall be burned or buried on the lots.

D. No outside toilets shall be permitted on the premises and the owner shall connect all waste water lines to the public sanitation sewer system. Refuse and garbage shall be disposed of in a manner consistent with the regulations of the health department and good sanitation practices.

E. No building of any kind or for any purpose may at any time be moved to and upon any of the lots, except construction trailers, or buildings, which will be permitted during construction periods (up to six months in duration).

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ARTICLE 10
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 21 years from the date these covenants are recorded, after which time said restrictions and covenants shall be automatically extended for successive periods of 21 years, unless an instrument signed by two thirds of the then owners of the lots has been recorded agreeing to change said covenants in whole, or in part. A majority amendment is permitted only after all lots have been sold by the developers.

ARTICLE 11

Any of the protective covenants and restrictions herein contained may be revised or modified by a unanimous decision of the Architectural Control Committee.

ARTICLE 12
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.

ARCHITECTURAL GUIDELINES

HOUSE DESIGN

Front of the house must have a portion of brick, stone, manufactured or cultured stone accents. Balance of siding: cedar or fiber cement board painted earth tones.

Roof Pitch-- main roof minimum 6 to 12 pitch

Building offsets - minimum of two

Roof offsets - minimum of two

Types of shingles - wood shakes or 30-year asphalt/fiberglass dimensional shakes

Driveway-cement construction

Third stall of 3-car garage must have a minimum offset of 2 feet.

EQUIPMENT ALLOWED

Basketball equipment on pole

Swimming pool, in ground only with fence

Stacked firewood - maximum amount, 2 chord width and length, 5 foot height, next to or in garage only

SPECIFICALLY NOT ALLOWED

Antennas

Propane tanks

Solar Collectors

Window air conditioners

No time-sharing allowed

ARCHITECTURAL CONTROL COMMITTEE RESPONSIBILITY

Trees/Shrubs-type, placement, and quantity (minimum 10 conifer) or (minimum 6 deciduous) shrubs do not count as trees.

Fences - in ground only

Deck material and color consistent with home

Landscape plan and terracing (must be approved)

REQUIRED -

Liability insurance upon purchase of lot

**COUNTRY ACRES ESTATES
DEVELOPMENT AGREEMENT**

THIS AGREEMENT made on December 9, 2003, by and between the City of Spirit Lake, Dickinson County, Iowa, hereinafter referred to as "City", and Dean Stover and Shirley Stover, husband and wife, hereinafter referred to as "Developer".

RECITALS

WHEREAS, Developer owns property described as the area platted on Exhibit "A" (Preliminary Plat of Country Acres Estates, Spirit Lake, Iowa, dated November 17, 2003) and attached hereto and by this reference incorporated herein which will be developed into a Residential Development referred to as "Development"; and

WHEREAS, In conjunction with such development, the City and Developer have undertaken or will undertake a program of construction of infrastructure and improvements, including, but not limited to, streets, curb and gutter, water, sanitary sewer, storm sewer, storm water detention areas, green spaces, electrical, gas and phone at substantial cost to City and Developer with mutual intent to provide Residential Development in the City of Spirit Lake; and

WHEREAS, the parties desire to establish between themselves their various obligations, duties and responsibilities .

NOW THEREFORE, in consideration of the promises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

RESPONSIBILITIES OF THE DEVELOPER

- A. Developer agrees to develop the property platted as Country Acres Estates in substantially the form set forth in Exhibit "A" and offer for sale the same to the public as lots for Residential Use. The Development shall consist of:

1. Lots for sale specifically designed for Residential use with the lots to be sized according to the City of Spirit Lake zoning regulations and as shown on Exhibit "A".
 2. Certain areas of the subdivision will have storm water detention ponds, (green space areas) shown as Outlots A, B, C & D on Exhibit "A".
- B. **Developer** shall plat the entire property, and the construction of the utilities and infrastructure and streets shall commence after crop removal in 2004, and **Developer** shall coordinate its responsibilities with **City** to properly and timely complete all improvements within the subdivision.
- C. **Developer** will enter into contract for the services or installation of the following:
1. Surveying plat for subdivision purposes.
 2. Grading of the subdivision lots.
 3. Electrical service.
 4. Telephone service.
 5. Cable Television.
 6. Natural gas (if available).
 7. Topographical survey.
- D. In order to ensure the **Developer's** performance of payment of costs of construction of some of the improvements by the **City**, upon approval of the final plat, the **Developer** will provide to the **City** a Letter of Credit issued by a Bank in Iowa in the amount determined by the **City** to be necessary to guarantee the **Developer's** performance of this Development Agreement.
- If the **City** contends that the **Developer** has breached any obligation arising under this Agreement, the **City** shall give to the **Developer** written notice of the claim

breach and the action required to cure the breach. The Developer shall have a period of 30 days from the date of receipt of the City's notice to cure the breach or present a plan acceptable to the City to cure the breach. If the Developer fails to satisfy the City as to the claim breach, the City may exercise its right under the Letter of Credit to perform the work or satisfy the conditions necessary to cure the breach and to be reimbursed for costs, including attorney fees, incurred in curing the breach under the Letter of Credit, additionally, the City shall have the right to seek and exercise all rights available under law.

- E. Developer agrees to dedicate and convey Outlot E to the City for a future street upon request by the City after 6 months notice to Developer. Developer also agrees to dedicate Outlots A, B, C and D to the City for drainage purposes and green space.
- F. Developer at time of approval of the Final Plat agrees to dedicate to the City 66 feet on the North end of the Development across Lots 23, 24, 58, 59, 60 and 61 for a public street. In the event Developer can obtain 33 feet from the adjoining property owner, Developer will dedicate that property and dedicate 33 feet from Lots 24, 58, 59, 60 and 61 for use as a public street. In the event Developer is able to obtain the 33 feet from the property to the North, there will be a jog in the road, subject to approval of the City Council, between Lots 23 and 24.
- G. Developer agrees to offer affordable Residential sites in the City of Spirit Lake with the sale price of all lots shown on Exhibit "A" not to exceed \$1.50 per square foot.
- H. The parties agree that upon the sale of any lot, City shall receive Nine (9%) Percent of the sale price. Lots shall be listed with a local realtor chosen by the Developer when construction of improvements have begun. The realtor shall be a realtor with sufficient professionalism, market knowledge and resources to effectively market the properties. Developer agrees to enter into an agreement with such realtor

which includes an obligation of the realtor to pay the fee from realtor's trust funds to the City.

RESPONSIBILITIES OF CITY

- A. City shall perform the construction or enter into any contracts for the construction of and maintain the following infrastructure within the development as set forth in Exhibits "A" for the following:
1. Engineering of City installed infrastructure and street improvements.
 2. Streets, water mains and service lines, sanitary sewer mains and service lines, storm sewer and intakes and sidewalks as are necessary to service lots in the Development.
 3. Street lighting.
 4. Sidewalks. Sidewalks shall be constructed by City with costs including engineering, as determined by the City, with costs to be paid by the Developer.
 5. Grading and seeding of the Outlots A, B, C and D (green space) as per Exhibit "A" shall be done by the City with costs including engineering, as determined by the City, to be shared equally by the City and Developer.
- B. The improvements within the Development will be commenced after crop removal in 2004, and the City shall use its best efforts to complete all improvements in a timely manner
- C. City agrees to be solely responsible for the for approval of the design of the infrastructure and improvements to be constructed and maintained by the City and that such design will meet all applicable city, state and national standards.

- D. **City** agrees to accept ownership of and maintain the streets, street lighting, water lines, sewer lines, storm sewers and all other infrastructure normally owned and maintained by the **City** in other developments.
- E. Following its approval of the design, **City** shall hold **Developer** harmless from any claims arising should the design not meet applicable city, state or national standards. This shall not exempt the **Developer** from any claims arising from their negligence in the event they participate in the construction of the infrastructure and improvements.

GENERAL PROVISIONS

- A. This agreement shall become effective upon annexation to the **City** of the property in the development and be binding on the parties and their successors and assigns.
- B. This agreement shall be interpreted according to the laws of the State of Iowa.
- C. **Developer** reserves the right to alter the **Development** plan, phases, or zoning, subject to the approval of **City**, in order to adapt to changing market or economic conditions.
- D. Any notice, demand or communication under this agreement by either party to the other shall be sufficiently given if it is dispatched by regular mail, postage prepaid, or delivered personally as follows:

Developer, to: Dean and Shirley Stover
1676 235th Ave.
Spirit Lake, IA 51360

City, to: Todd Dolphin, Department of Public Works
City of Spirit Lake, Iowa
1803 Hill Avenue
Spirit Lake, Iowa 51360

- E. **Developer** and **City** agree to cooperate in the execution and recording of any and all documentation necessary to insure that the share of the lot sales rebated to the

City shall have a prior security interest to any mortgages placed of record against the lots.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be duly executed as of the date and year first above written.

CITY OF SPIRIT LAKE, IOWA

Eric Nielsen
By: Eric Nielsen, Mayor

Shirley Stover
Dean Stover by Shirley Stover,
Attorney in fact

ATTEST:

Peter Hegeman
Peter Hegeman, City Clerk

Shirley Stover
Shirley Stover

23-663

STATE OF IOWA)
) ss
COUNTY OF DICKINSON)

On this 9 day of December, 2003, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally appeared Eric Nielsen, Mayor of the City of Spirit Lake, Iowa, and Peter Hegeman, City Clerk of said City, each being to me personally known to be the identical persons and officers named in the foregoing instrument, who executed the same under and by virtue of the authority vested in them by the City Council of said City, and each for himself acknowledged the execution thereof to be his voluntary act and deed for the purposes herein expressed.



[Signature]
Notary Public in and for said County and State

STATE OF IOWA,
COUNTY OF DICKINSON, ss:

On this 9 day of December, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Shirley Stover, on behalf of Dean Stover, wife of Dean Stover, to me known to be the identical person whose name is subscribed to the foregoing instrument as attorney-in-fact for Dean Stover and acknowledged that he executed the same as the voluntary act and deed of said Dean Stover.



[Signature]
Notary Public in and for said State

STATE OF IOWA)
) ss
COUNTY OF DICKINSON)

On this 9 day of December, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Shirley Stover, wife of Dean Stover, to me known to be the person in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

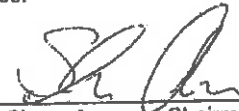


[Signature]
Notary Public in and for the State of Iowa

**APPROVAL OF THE PLANNING AND ZONING COMMISSION
OF THE CITY OF SPIRIT LAKE, IOWA**

The undersigned, being the Chairman of the Planning and Zoning Commission of the City of Spirit Lake, does hereby certify that the Plat of Country Acres Estates, Spirit Lake, Dickinson County, Iowa, has been submitted to said Planning and Zoning Commission of the City of Spirit Lake for its approval; that the Plat has been found to be in conformity with the laws of the State of Iowa and the Ordinances of the City of Spirit Lake and that therefore said Planning and Zoning Commission approved said Plat on the 28th day of February, 2005, and recommended approval of the same by the City Council of the City of Spirit Lake, Iowa.

Dated this 21st day of March, 2005.



Shaun Arneson, Chairman, Planning and
Zoning Commission of the City of Spirit Lake,
Iowa

APPROVAL OF THE CITY OF SPIRIT LAKE

We, the undersigned, Eric Nielsen, Mayor, and Peter Hegeman, Clerk, do hereby certify that the attached Plat of Country Acres Estates, Spirit Lake, Dickinson County, Iowa, has been submitted to the Council of the City of Spirit Lake, and to the Planning and Zoning Commission of the City of Spirit Lake, that the Planning and Zoning Commission of the City of Spirit Lake has approved said Plat and on the 8th day of March, 2005, the same was approved and accepted by the City Council of the City of Spirit Lake. A true copy of the City Council's Resolution approving said Plat is hereto attached.

Dated this 10th day of May, 2005.



Eric Nielsen, Mayor of the City of
Spirit Lake



Peter Hegeman, Clerk of the City of
Spirit Lake

RESOLUTION NO. 05-13

RESOLUTION APPROVING
PLAT OF COUNTRY ACRES ESTATES
CITY OF SPIRIT LAKE, IOWA

WHEREAS, the City of Spirit Lake, State of Iowa, is a duly organized municipal corporation; and

WHEREAS, the Plat of Country Acres Estates, is located in the City of Spirit Lake, Iowa; and

WHEREAS, there has been presented to the City Council by the Planning and Zoning Commission, a recommendation for approval of the final plat of Country Acres Estates, City of Spirit Lake, Iowa; and

WHEREAS, the Developer and the City of Spirit Lake have entered into an agreement with regard to construction of improvements within the plat, a copy of said agreement attached hereto and by this reference incorporated herein.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the final plat of County Acres Estates, City of Spirit Lake, Iowa, be and the same is hereby approved as presented and the Mayor and Clerk are directed to certify the Resolution which shall be affixed to said plat.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Spirit Lake, Iowa, this 8th day of March, 2005.

AYE: *Ther, Yager, Harbst, Eric, Ricke*

NAY: *None*

ABSENT: *None*


Eric Nielsen, Mayor

CERTIFICATE OF SURVEY

I, Robert V. Bendixen of Jacobson-Westergard & Associates, Inc., a duly licensed land surveyor authorized to practice in the State of Iowa, do hereby certify that I am a licensed land surveyor under the laws of the State of Iowa, Iowa Registration No. 9017; that at the instance and request of Dean Stover and Shirley Stover, I have surveyed the tract of real estate located in the City of Spirit Lake, Dickinson County, Iowa, described as the East Half of the Southeast Quarter of Section 8, Township 99 North, Range 36 West of the 5th P.M., Spirit Lake, Dickinson County, Iowa, except the North 66 feet and except the former right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad for the purpose of subdividing and platting said real estate into an Addition to be known as Country Acres Estates, Spirit Lake, Dickinson County, Iowa, the Plat of which is attached hereby and made a part of this certificate; that the real estate was surveyed by Jacobson-Westergard & Associates, Inc., under my direction and that the same was staked out and platted into sixty-two (62) separate numbered lots and Outlots A, B, C, D, and E, as shown on said Plat; that the Plat is a true and correct Plat of said Addition and that it sets forth the boundaries thereof with the size and dimensions of all lots in accordance with said survey and the street serving all of said lots are shown on said Plat. I further state that the Plat was prepared by me or under my direct personal supervision. I further certify that all the set monuments are marked with 5/8" x 30" yellow capped rebars and that all dimensions of said Plat are shown in feet and decimals thereof.

IN WITNESS WHEREOF I have hereunto signed my name this 4th day of May,
2005.


Robert V. Bendixen, Iowa Reg. No. 9017
Jacobson-Westergard & Associates, Inc.

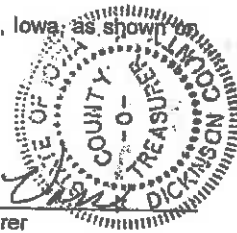


TREASURER'S CERTIFICATE

I, Linda Voss, Dickinson County Treasurer, do hereby certify that there are no unpaid taxes nor tax liens of record in my office against any of the property platted as Country Acres Estates to the City of Spirit Lake, Dickinson County, Iowa, as shown on the plat attached hereto.

Dated this 15 day of June, 2005.

Linda M. Voss
Dickinson County Treasurer



CERTIFICATE AND APPROVAL OF PLAT NAME

I, Nancy Reiman, Dickinson County Auditor, do hereby certify that Country Acres Estates is approved as the name for the Plat attached and that a copy of the attached Plat of Country Acres Estates to the City of Spirit Lake, Dickinson County, Iowa, has been furnished to the Dickinson County Assessor's Office as required by law. I further state that there are no liens recorded in this office against said real estate.

Dated this 15 day of June, 2005.


Nancy Reiman by Tami Ficken Deputy
Dickinson County Auditor



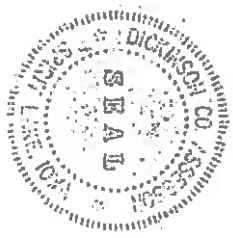
ASSESSOR'S CERTIFICATE

I, Patricia Dodds, Dickinson County Assessor, do hereby certify that a copy of the Plat of Country Acres Estates to the City of Spirit Lake, Dickinson County, Iowa, has been duly filed in my office this date as required by law.

Dated this 15th day of June, 2005.

Patricia Dodds 

Dickinson County Assessor



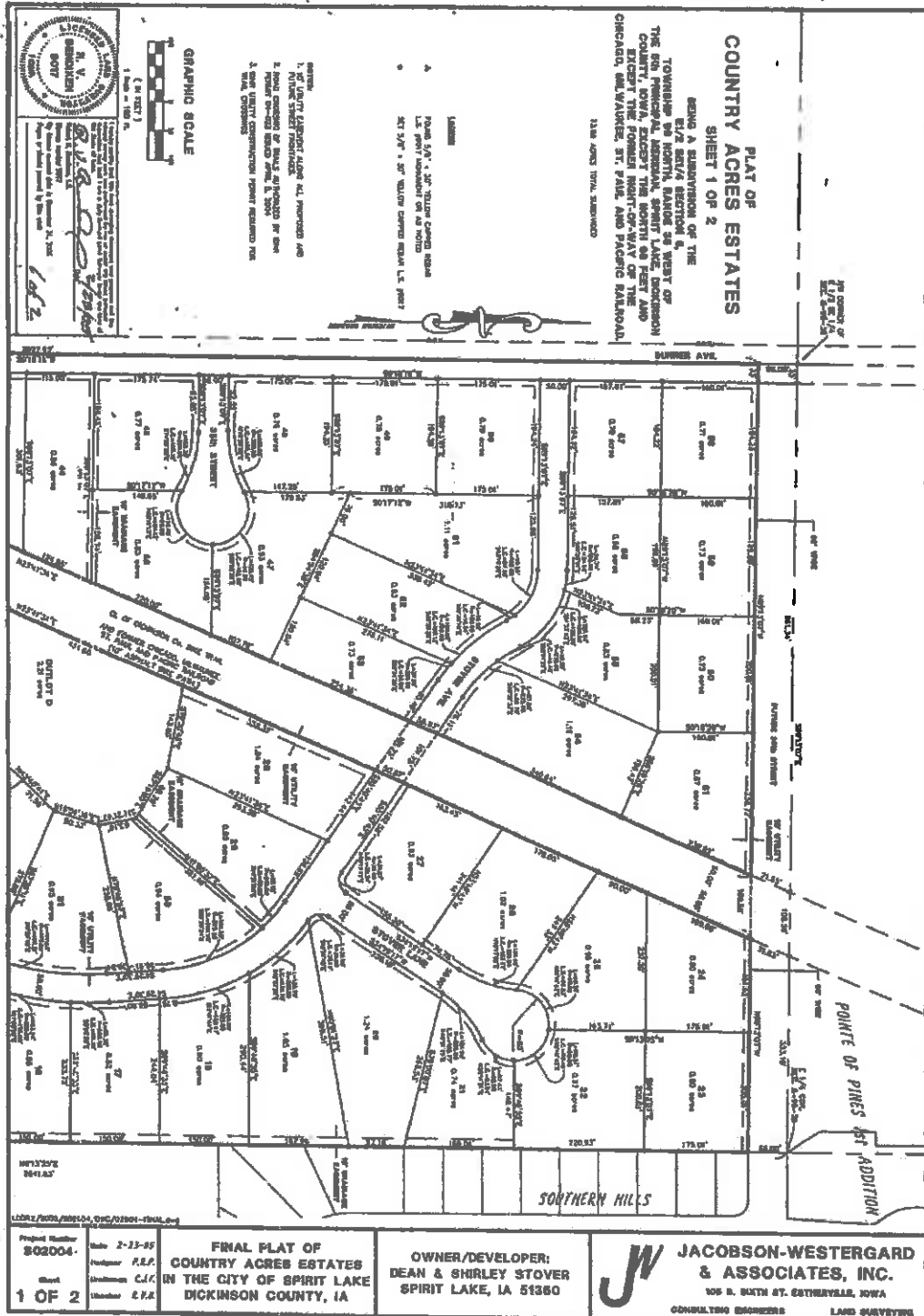
ATTORNEY'S ABSTRACT OPINION

I, Harold W. White, of Fitzgibbons Law Firm, 108 North 7th Street, P.O. Box 496, Estherville, Iowa, pursuant to the provisions of Section 409A.11 of the 2005 Code of Iowa hereby certify that I am an attorney at law admitted to practice in the State of Iowa; that I have examined the Abstract of Title to the real property included in the Plat of Country Acres Estates, Spirit Lake, Dickinson County, Iowa, which property is legally described in the Proprietor's Certificate to which this opinion is attached and that I am of the opinion that fee simple title to the above described property is owned and vested in Dean Stover and Shirley Stover, husband and wife, and that land is free from encumbrance.

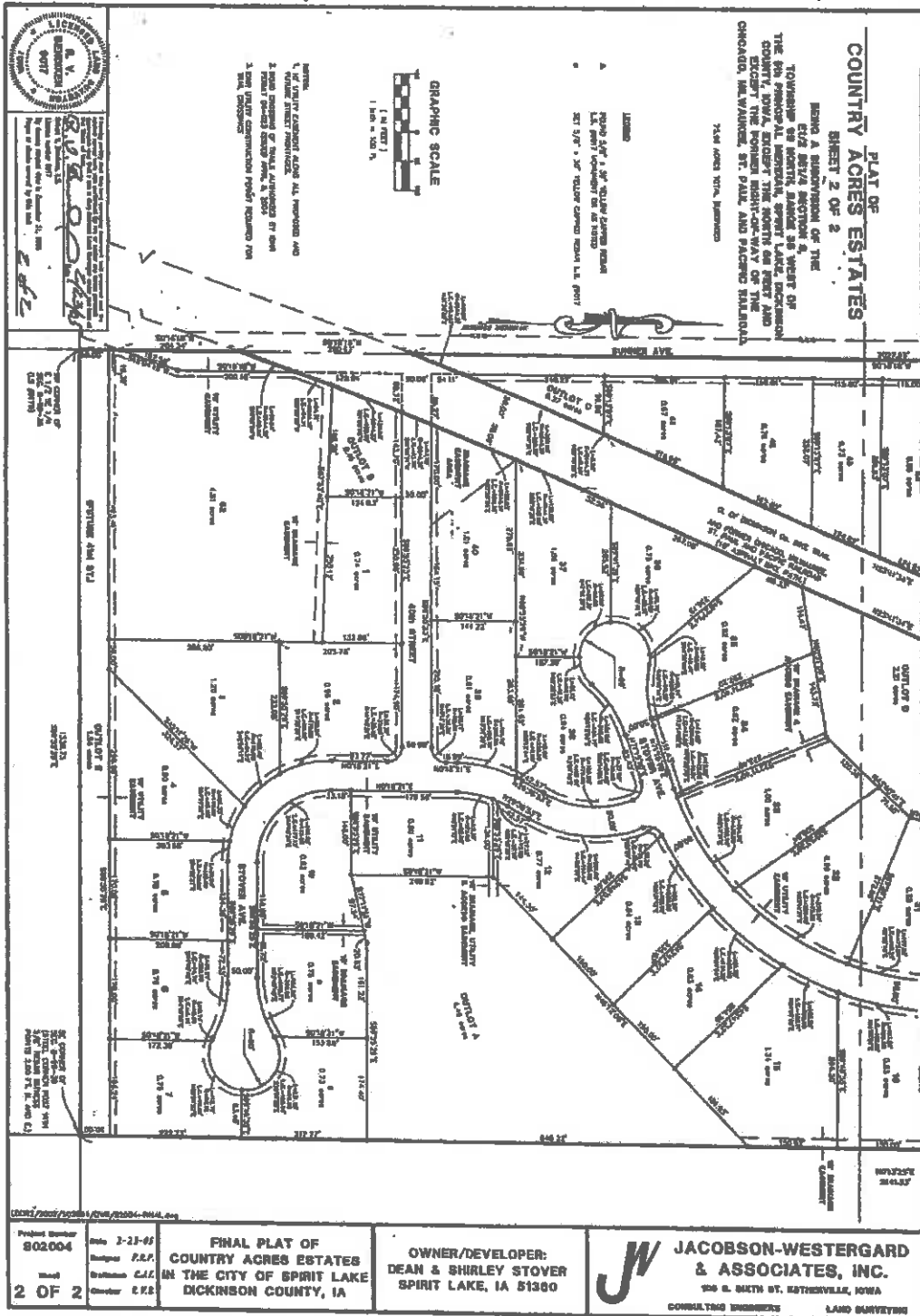
This examination is based upon an Abstract of Title containing entries numbered 1 through 61 inclusive, prepared in accordance with the provisions of Chapter 614.29 through 614.38 of the 2005 Code of Iowa, Chapter 11 of the Iowa Land Title Examination Standards, and the abstracting standards of the Iowa Land Title Association and last certified by Cornell Abstract Company to June 15, 2005, at 3:12 o'clock P.m.



Harold W. White of
Fitzgibbons Law Firm
108 North 7th Street
P.O. Box 496
Estherville, IA 51334
Telephone (712) 362-7215
Facsimile (712) 362-3526



23-673



Prepared by Lonnie B. Saunders, 2304 30th Street, Spirit Lake, Iowa 51360, (712) 336-3410

AMENDMENT AND CONSENT TO AMENDMENT OF
PROTECTIVE COVENANTS AND EASEMENTS OF THE
PLAT OF COUNTRY ACRE ESTATES TO THE CITY OF SPIRIT LAKE,
DICKINSON COUNTY, IOWA

WHEREAS, Merlin D. Stover, a married person; and Shirley L. Stover, a single person (hereafter "Developers"); completed and recorded in the Office of the Dickinson County Recorder the original Plat of Country Acre Estates on June 15, 2005, in Misc. Book 23 at Page 647, as Instrument No. 05-03774, and,

WHEREAS, said Plat included certain Protective and Restrictive Covenants set forth in Articles I through II, inclusive, and including Architectural Control Guidelines, and

WHEREAS, Article 10 of the protective covenants and easements specifically provide that the covenants can be amended by an affirmative vote of the owners of 66% of the lots in the subdivision, and,

WHEREAS, the Developers and other owners of property in the Plat of Country Acre Estates constituting owners of 100% of the Lots in the subdivision have determined that the protective and restrictive covenants should be amended, and

WHEREAS, the Mortgagees of said property owners consent to the amendment of the protective covenants and easements;

NOW, THEREFORE, it is hereby agreed that the protective covenants and easements of the Plat of Country Acre Estates to the City of Spirit Lake, Dickinson County, Iowa, are hereby amended as attached hereto:

**Amendments to the Protective Covenants and Easements
Of the Plat of Country Acres Estates to the
City of Spirit Lake, Dickinson County, Iowa**

The following paragraphs shall be amended to read as follows;

Paragraph 1-D - One detached out building shall be permitted. The building shall match the house, roof pitch, siding, shingles, windows (minimum of 2) and doors. The maximum size of the detached out building shall be 200 sq feet. The planned out building shall be submitted to the design committee and requires design committee approval. No garages shall be used except in connection with the residential building located on the same lot. No business, trade or commercial activity of any kind may be conducted upon any lot. All driveways shall be concrete surfaced.

Paragraph 1-E - All construction must be completed within twelve months from the commencement of construction. Developer will retain rights to grow alfalfa or a cover crop on lot and harvest same until construction begins.

Paragraph 1-H - No propane, heating oil tanks, gasoline or other fuel tanks of any kind shall be permitted. Satellite dishes shall be no larger than 18 inches in diameter and shall be roof-mounted, not on roadside or streetside. No other antennas shall be permitted. No window air conditioners. No timesharing of residential units is permitted.

Paragraph 1-I - No lot shall be used except for residential purposes and no structure shall be erected on any lot other than a single family dwelling not to exceed two stories in height and not to exceed a four car attached garage.

Paragraph 1-J - Vegetable garden size for each lot shall be no more than 900 square feet without design committee approval.

Paragraph 2-C - It is considered in the best interest of the present as well as all future owners of lots and dwelling units in the plat of Country Acres Estates that some control be exercised over the design of dwellings, garages, fences, and other improvements to be constructed upon lots within the plat, there is hereby created and established a "Architectural Committee", consisting of three persons initially appointed by the Proprietors of said Plat. All plans and specifications for construction and placement of dwellings upon lot sites must first be presented to said Committee and be approved before any construction may be

commenced. Proprietors reserve the right to name and replace committee members after their appointment. In the event of death, incapacity or resignation of a member of the Committee shall not be entitled to compensation for services performed. The initial members of the Design Committee shall be Shirley Stover, Merlin Stover and John VanDyke. The Proprietors shall have the right to designate another person or persons to exercise their rights under these covenants and to appoint them. In the event of the death or resignation of a member of the Architectural Control the Committee, the vacancy should be filled by that entity. On the closing of the sales of sixteen (16) lots within the sub-division, the owners of those sixteen (16) lots shall vote upon one of the three members of the Design Committee to replace John VanDyke on the Design Committee. Upon the sale of thirty-one (31) lots in the sub-division, the owners of the thirty-one (31) lots shall be entitled to vote for two of the three members of the Design Committee. The third member of the Design Committee shall be either Shirley Stover or Merlin Stover or a person designated by them. Upon the sale of forty-six (46) of the lots in the subdivision, an election shall be held to determine all three (3) Design Committee members. The owner of record of each lot shall be entitled to one vote. All decisions by the Architectural Control Committee to be unanimous.

Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this Declaration.

Paragraph 3-A - A one-story dwelling shall have a minimum floor area of 1,400 square feet.

Paragraph 3-C - All dwellings or buildings shall be of new masonry, frame, or any other material approved by the Architectural Design Committee. No permanent dwelling or garage shall be constructed upon any utility or other easement. Earth-sheltered housing shall NOT be permitted.

Paragraph 6-B - No business, trade or commercial activity of any kind shall be conducted upon any of the lots except for offices in the home where the operation of that office does NOT include visits to the office by the public. No signage shall be allowed.

Paragraph 9-B - Owners of all lots shall at all times keep the same free and clear from all obstructions, debris, obnoxious growth, refuse piles or other unsightly objects. All lots shall be well maintained. If the owner of a lot fails to comply with the provisions of this paragraph the Design Committee may give written notice of such failure to the owner and if the failure is not corrected within three (3) days from receipts of such notice the Design Committee may perform such mowing or remove such objects and the owner of the lots shall be responsible to the Design Committee for the expenses thus incurred.

Paragraph 9-E - No building of any kind of for any purpose may at any time be moved to and upon any of the lots, except construction trailers, or buildings, which will be permitted during construction periods, (up to twelve months in duration).

Paragraph 10 - 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 21 years from the date these covenants are recorded, after which time said restrictions and covenants shall be automatically extended for successive periods of 21 years, unless an instrument signed by two thirds of the then owners of the lots has been recorded agreeing to change said covenants in whole, or in part. A 2/3rd's amendment is permitted only after all lots have been sold by the developers.

Paragraph 11 - 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 of such violation.

Further, the architectural guidelines shall be amended so that stucco siding and asphalt shingle roofs shall be allowed.

These amendments shall become effective at the date and time of their recording in the Office of the Dickinson County Recorder.

The above amendments to the protective and restrictive covenants of the Plat of Country Acre Estates are hereby approved and consented to by the following parties:

.....
CONSENT TO AMENDMENT OF
PROTECTIVE COVENANTS AND EASEMENTS
OF THE PLAT OF COUNTRY ACRE ESTATES
TO THE CITY OF SPIRIT LAKE, IOWA

Owner of Lots: Merlin D. Stover

1-20 (An undivided 50% interest)
22-61 (An undivided 50% interest)

Merlin D. Stover
Merlin D. Stover
Arla B. Stover
Arla B. Stover, Spouse

STATE OF IOWA, DICKINSON COUNTY, ss.

On the 30th day of December, 2007, before me appeared Merlin D. Stover and Arla B. Stover, husband and wife.



Dennis R. Lippon
Notary Public in and for said State and County

.....
CONSENT TO AMENDMENT OF
PROTECTIVE COVENANTS AND EASEMENTS
OF THE PLAT OF COUNTRY ACRE ESTATES
TO THE CITY OF SPIRIT LAKE, IOWA

Owners of Lots:

1-20 (An undivided 50% interest)
22-61 (An undivided 50% interest)

Shirley L. Stover
Shirley L. Stover, Single

STATE OF IOWA, DICKINSON COUNTY, ss.

On the 21st day of December, 2007, before me appeared Shirley L. Stover, a single person.



[Signature]
Notary Public/in and for said State and County

CONSENT TO AMENDMENT OF
PROTECTIVE COVENANTS AND EASEMENTS
OF THE PLAT OF COUNTRY ACRE ESTATES
TO THE CITY OF SPIRIT LAKE, IOWA

Owners of Lot:

21

[Signature]
David A. Dau
[Signature]
Nancy J. Dau

STATE OF IOWA, DICKINSON COUNTY, ss.

On the 17th day of JANUARY, 2007, before me appeared David A. Dau and Nancy J. Dau, husband and wife.



[Signature]
Notary Public in and for said State and County

CONSENT TO AMENDMENT OF
PROTECTIVE AND RESTRICTIVE COVENANTS
OF THE PLAT OF COUNTRY ACRE ESTATES
TO THE CITY OF SPIRIT LAKE, IOWA

Mortgagee:
Liberty Bank, f/k/a First Bank & Trust

BY: [Signature] M. L. PETERSON v.p.

BY: [Signature]

STATE OF IOWA, DICKINSON COUNTY, ss.

On the 7th day of JANUARY, 2008, before me appeared McC Peterson and _____, to me personally known, who, being by me duly sworn did say that they are the vice-president and _____ executing the within and foregoing instrument; that said instrument was signed on behalf of said Liberty bank by authority of its Board of Directors; and that said McC Peterson and _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said Liberty Bank, formerly known as First Bank & Trust, by it and by them voluntarily executed.



[Signature]
Notary Public in and for said State and County

#01791

MISC BK #29

703

Fee \$17.00

Filed at 2:42 PM
April 09, 2008

INSTR. NO. 08-01791

BK _____ PAGE _____

2008 APR 9 PM 2 42

JAN BORTSCHELLER
RECORDER
DICKINSON COUNTY, IOWA
FEE \$ 17⁰⁰

RECORDER'S COVER SHEET

Preparer Information:

Earl H. Maahs, 708 Lake Street, Spirit Lake, IA 51360, Phone (712) 336-1292

Return Document To:

Earl H. Maahs, 708 Lake Street, Spirit Lake, IA 51360, Phone (712) 336-1292

**AMENDMENT TO COUNTRY ACRES ESTATES
DEVELOPMENT AGREEMENT**

WHEREAS, The City of Spirit Lake, Dickinson County, Iowa, hereinafter referred to as "City" and Merlin Stover and Shirley Stover, hereinafter referred to as "Developer" are current owners of the property involved in an agreement dated December 9, 2003 regarding the Plat of Country Acres Estates, Spirit Lake, Iowa; and Recorded in Misc. Book 23, Page 647, 05-03774
WHEREAS, Developer and City desire to amend Paragraphs G and H and under Responsibilities of the Developer relating to price of the lots and percentage of sale price to be paid to the City.

NOW THEREFORE, it is agreed by and between the City and Developer that Country Acres Estates Development Agreement is hereby amended as follows:

G. Deleted in its entirety.

H. The parties agree that upon the sale of any lot, City shall receive Four and one-half (4½) percent of the sale price. Lots shall be listed with a local realtor chosen by the Developer when construction of improvements have begun. The realtor shall be a realtor with sufficient professionalism, market knowledge and resources to effectively market the properties. Developer agrees to enter into an agreement with such realtor which includes an obligation of the realtor to pay the fee from realtor's trust funds to the City. City shall give Developer credit for one-half of proceeds previously paid due to sale of lots prior to this amendment.

IN WITNESS WHEREOF, the City and Developer have caused this agreement to be duly executed on the dates as shown herein.

Dated this 8th day of April, 2008.

CITY OF SPIRIT LAKE, IOWA

Blain R. Andera
By: Blain Andera, Mayor

Merlin Stover
Merlin Stover

ATTEST:

Mark Stevens
Mark Stevens, City Clerk

Shirley Stover
Shirley Stover

STATE OF IOWA, COUNTY OF DICKINSON, ss:

On this 8th day of April, 2008, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally appeared Blain Andera, Mayor of the City of Spirit Lake, Iowa, and Mark Stevens, City Clerk of the City of Spirit Lake, each being to me personally known to be the identical persons and officers named in the foregoing instrument, who executed the same under and by virtue of the authority vested in them by the City Council of said City, and each for himself acknowledged the execution thereof to be his voluntary act and deed for the purposes herein expressed.



Joann I. Brown
Notary Public in and for said County and State

STATE OF IOWA, COUNTY OF DICKINSON, ss:

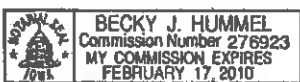
On this 8th day of April, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Merlin Stover, to me known to be the identical person named in and who executed the foregoing instrument, and who acknowledged that she executed the same as her voluntary act and deed.



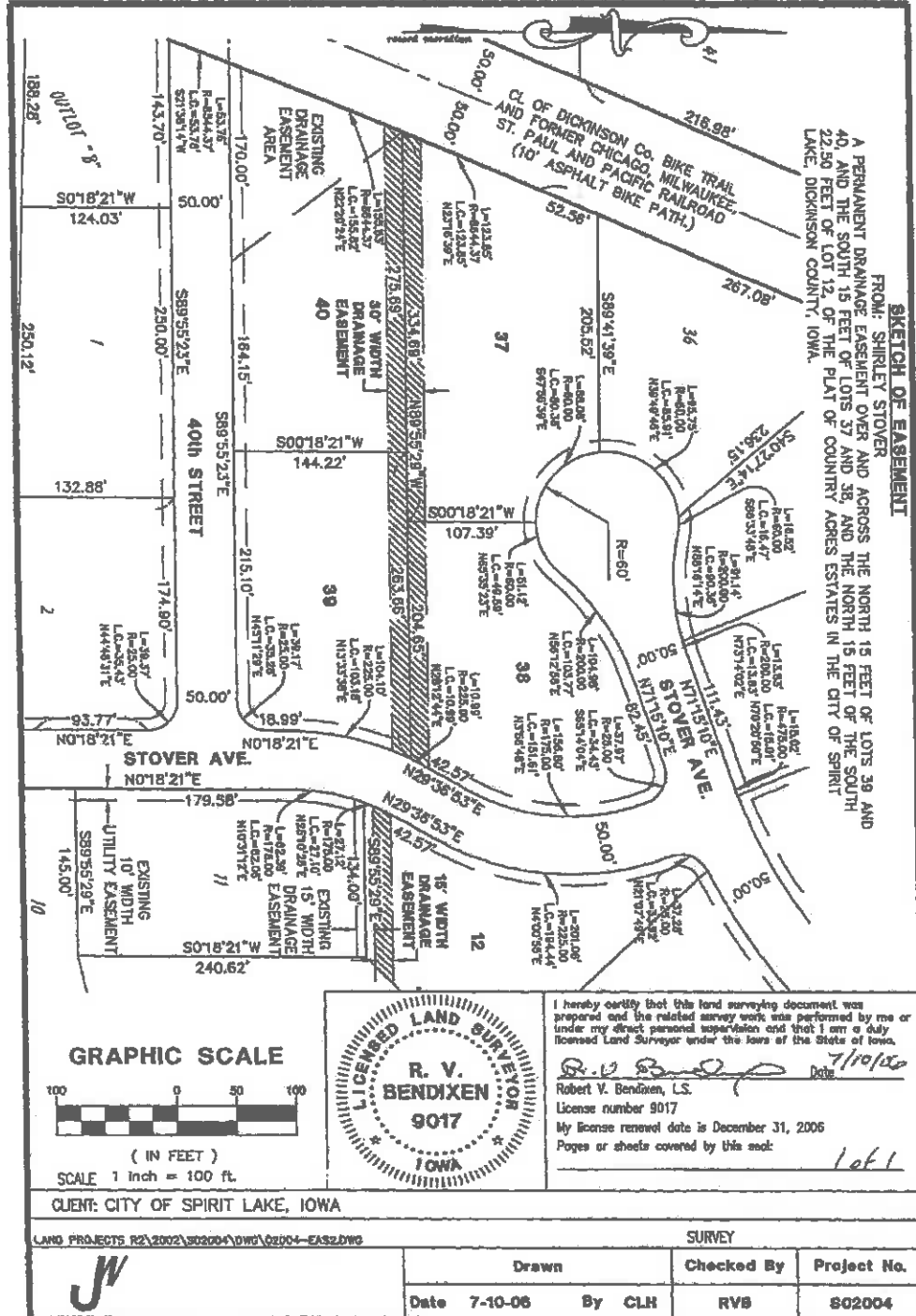
Becky J. Hummel
Notary Public in and for said State

STATE OF IOWA, COUNTY OF DICKINSON, ss:

On this 8th day of April, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Shirley Stover, to me known to be the identical person named in and who executed the foregoing instrument, and who acknowledged that she executed the same as her voluntary act and deed.



Becky J. Hummel
Notary Public in and for said State



#03774

MISC. #23
Fee \$142.00

Filed at 3:12 PM
June 15, 2005

647

05-03774
INSTR. NO. 05-03774
PLAT BK. 10 PAGE 62
REC. PAGE
05 JUN 15 PH 3:12
JAN HORTSCHELLER
RECORDER
DICKINSON COUNTY, IOWA
FEE \$ 142.00

Prepared by: Harold W. White, 108 N. 7th Street, Estherville; (712) 382-7215

**PROPRIETOR'S CERTIFICATE
COUNTRY ACRES ESTATES**

KNOW ALL MEN BY THESE PRESENTS:

Dean Stover and Shirley Stover, husband and wife, have caused the following described property:

The East Half of the Southeast Quarter (E½SE¼) of Section 8, Township 99 North, Range 36, West of the 5th P.M., Dickinson County, Iowa, except the North 66 feet and except for the former right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad.

being that tract of land shown in the Plat known as Country Acres Estates, which is hereto attached to be surveyed, staked and platted as shown and set forth in and by the attached plat and the certificate by Robert V. Bendixen of Jacobson-Westergard & Associates, Inc., who surveyed, staked and platted the same. This Subdivision, as it appears on the attached, is platted and subdivided with the free consent and in accordance with the desire of the owners and proprietors.

Dean Stover and Shirley Stover adopt as part of this platting and subdivision the Covenants and Restrictions set forth on Exhibit "A" attached.

The streets identified as 38th Street, 40th Street, Stover Avenue and Stover Lane and Outlot E (reserved for future use) are dedicated for public use. Outlots A, B, C and D are dedicated to public use for drainage, detention ponds, and open space. The utility, access, and drainage easements within the areas as shown in the attached Plat are dedicated to public use.

Extension of Entry #14

3-647

3:12 PM
JUN 15, 2005

The platting and subdividing of Country Acres Estates is subject to the terms and provisions of the Development Agreement, dated December 9, 2003, between the City of Spirit Lake, Iowa, and Dean Stover and Shirley Stover, a true copy of which Agreement is attached and incorporated by this reference.

IN WITNESS WHEREOF, Dean Stover and Shirley Stover, owners and proprietors of the land described in the attached plat, do hereby execute this Proprietor's Certificate.

Shirley Stover
Dean Stover, by Shirley Stover,
his Attorney-in-Fact
Shirley Stover
Shirley Stover

STATE OF IOWA, COUNTY OF EMMET, ss:

On this 8th day of March, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Shirley Stover, spouse of Dean Stover, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

[Signature]
Notary Public in and for said State

STATE OF IOWA, COUNTY OF EMMET, ss:

On this 8th day of March, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Shirley Stover, to me known to be the person who executed the foregoing instrument on behalf of Dean Stover and acknowledged that she executed the same as the voluntary act and deed of said Dean Stover.

[Signature]
Notary Public in and for said State.



Instrument #: 15-03092
06/23/2015 02:18:23 PM Total Pages: 16
AMENDMENT TO COVENANTS
Recording Fee: \$82.00 Transfer Tax: \$0
Ann Ditsworth, Recorder, Dickinson County Iowa



Prepared by: Larry A. Stoller, PO Box 441, Spirit Lake, IA 51360, (712)336-1752
Return document to: Larry A. Stoller, PO Box 441, Spirit Lake, IA 51360

DECLARATION OF AMENDED AND RESTATED PROTECTIVE COVENANTS
AND EASEMENTS FOR THE PLAT OF
COUNTRY ACRES ESTATES IN SPIRIT LAKE, DICKINSON COUNTY, IOWA

RE: Lots 1-62, in the Plat of Country Acres Estates, in the City of Spirit Lake, Dickinson County, Iowa, as recorded in Plat Book 10, Page 62 et al, in the Office of the Dickinson County Recorder.

WHEREAS, Merlin Stover and Shirley Stover, single persons, have caused the above described property to be platted and as part of the plat proceedings have established protective covenants and easements for the plat known as Country Acres Estates as recorded in Plat Book 23, Page 649 et al, in the Office of the Dickinson County Recorder; and;

WHEREAS, Shirley Stover is deceased and has conveyed her interested to Merlin Stover; and Merlin Stover has conveyed to the Merlin Stover Revocable Trust of June 30, 2013, all of his right, title and interest in the unsold lots in the Plat as developer; and

WHEREAS, said covenants contain architectural guidelines and restrictive covenants to maintain the integrity and conformity of the Plat; and,

WHEREAS, the protective covenants were amended by Amendment recorded on the 22nd day of January, 2008, in the Office of the Dickinson County Recorder at Affidavit Book 27, Page 567 et al; and

WHEREAS, Article 10 of the original protective covenants allows for them to be changed in whole or in part by an instrument signed by two-thirds (2/3) of the then owners of the lots until such time as all of the lots have been sold by the developers; and,

WHEREAS, The Merlin Stover Revocable Trust of June 30, 2013 as of the date of this Amendment and Restatement, own more than sixty-six percent (66%) of the lots in the Plat of Country Acres Estates and desire to amend and restate the protective covenants;

NOW THEREFORE, the Declaration of Protective Covenants and Easements for Country Acres

Estates, as amended, are hereby restated in their entirety and amended as follows:

1. The previously recorded Declaration of Protective Covenants and Easements for Country Acres Estates and the amendments thereto are hereby deemed stricken and are null and void.
2. The Declaration of Protective Covenants and Easements for Country Acres Estates are hereby deemed covenants running with the land in perpetuity or if not allowed to remain in perpetuity shall be in effect for a period of twenty-one (21) years and automatically renew for a like period if allowed by law. If not allowed by law any owner of a lot or lots in the Plat of Country Acres Estate may file a claim for the renewal of the protective covenants and easements as permitted by the Iowa Code.

ARTICLE 1

LAND USE AND BUILDING TYPE

(Covenants regarding types of structures to be built, time for building and use of the Lots)

- A. All lots in Country Acres Estates shall be single-family residential lots. No residence shall be constructed without a minimum of three permanent attached garages also being constructed. All garages are to be solely for the use of occupants of the dwelling units. Prior to the purchase of a lot the purchase should submit to the developer external drawings of the intended home if available.
- B. No modular or previously constructed homes will be allowed. All homes must be "stick built" on the site except that pre-constructed panelized walls will be permitted if they meet all criteria otherwise set forth by these covenants.
- C. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height.
- D. No detached garages or other outbuildings shall be permitted. No garages shall be used except in connection with the residential building located on the same lot. No business, trade or commercial activity of any kind may be conducted upon any lot. All driveways shall be concrete surfaced.
- E. All construction of the single family dwelling must be commenced and completed within twelve (12) months of the date of closing on the lot purchase unless the purchaser obtains an express waiver in writing from the developer until all lots have been sold by the developer, which consent shall not be unreasonably withheld.

DURING THE TIME THE HOME IS BEING CONSTRUCTED THE LOT OWNER,

CONTRACTOR AND SUBCONTRACTORS SHALL AT ALL TIMES USE GOOD BUILDING PRACTICES TO ENSURE THE SAFETY OF OTHER LOT OWNERS AND THE LEAST DISTURBANCE TO THEM DURING THE CONSTRUCTION PERIOD. THESE REQUIREMENTS SHALL INCLUDE: NO WORK ON THE EXTERIOR OF THE HOME MAY COMMENCE BEFORE 7:00 A.M. OR CONTINUE PAST 8:00 P.M. EACH DAY; ADEQUATE TEMPORARY FENCING SHALL BE PLACE AROUND THE CONSTRUCTION AREA TO PROTECT CHILDREN IN THE AREA AND TO RETAIN ALL CONSTRUCTION DEBRIS ON THE CONSTRUCTION SITE; ANY DUMPSTER USED SHALL BE COVERED NIGHTLY AND THE LID WEIGHTED SO THAT THE WIND DOES NOT BLOW DEBRIS OUT OF THE DUMPSTER; NO CONSTRUCTION DEBRIS OR LEFT OVER MATERIALS SHALL BE LEFT OUTSIDE AT THE END OF THE DAY. IN THE EVENT THAT CONSTRUCTION MATERIALS ARE BLOWN FROM THE SITE THE LOT OWNER AND CONTRACTOR SHALL BE RESPONSIBLE FOR PROMPTLY PICKING UP THE WASTE AT THEIR SOLE EXPENSE. IN THE EVENT THEY DO NOT DO SO THE DEVELOPER MAY GIVE THEM NOTICE IN WRITING TO DO SO WITH TWO DAY WHICH NOTICE MAY BE HAND DELIVERED TO THE OWNER OR CONTRACTOR. IF THE NOTICE IS NOT COMPLIED WITH THE DEVELOPER MAY HAVE THE REFUSE REMOVED AND BILL THE LOT OWNER FOR THE REASONABLE COST OF DOING SO.

NO CONSTRUCTION MATERIALS OR DUMPSTERS MAY BE PLACE ON ANY ADJACENT LOT OR ANY LOT OR STREET IN THE DEVELOPMENT WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE DEVELOPER OR ADJACENT LOT OWNER.

The 12 month period for completion of the home shall be for the exterior of the home only and shall not include the time for landscaping. The lot owner shall landscape the lot consistent with these covenants at the earliest practical time. In the event the exterior of the home is completed between April 1 and August 30th of any year then landscaping shall be completed within 60 days of completion of the exterior of the home. In the event that the exterior of the home is completed between September 1- March 31 of each year then the landscaping shall be completed by June 30th. The lot owner may apply to the developer for an extension created by circumstances beyond the control of the lot owner.

F. No manufactured home, as hereafter defined, shall be placed or constructed upon any of the lots to which these covenants are applicable. As used in this covenant, a "manufactured home" means a factory built structure, which is manufactured or constructed under the authority of 42 U.S.C. Section 5403 and is to be used for a place of human habitation, but which is not constructed or equipped with permanent hitch or other device allowing it to be moved other than for the purpose of moving a permanent site and which does not have permanently attached to its

body or frame any wheels or axels.

G. No owner may at any time re-plat or subdivide any lot or any other portion of the property or in any manner change the plat which has been filed for the property. A lot owner may acquire land from an adjacent lot however, for the purpose of increasing the size of the acquiring party's lot, but any lot so increased in size may never contain more than one detached single-family dwelling. This provision shall not apply to Lot 62 until it is re-platted into two or more single-family residential lots. The developer reserves the right to withdraw Lot 62 from the plat and if so shall give notice of the withdrawal to the then lot owners in the plat.

H. No propane, heating oil tanks, gasoline or other fuel tanks of any kind shall be permitted. Satellite dishes shall be no larger than eighteen (18) inches in diameter and shall be roof-mounted, not on roadside or street side. No other antennas shall be permitted. No window air conditioners, clothes lines, or drying yards are allowed. No timesharing of residential units is permitted.

I. No lot shall be used except for residential purposes, and no structure shall be erected on any lot other than a single-family dwelling not to exceed two stories in height and not to exceed a four car attached garage.

J. Garden size for each lot shall be no more than nine hundred (900) feet.

ARTICLE 2
ARCHITECTURAL CONTROL AND CONTINUITY
(Requirements for the of type architectural design of home to be built)

A. No building shall be erected, placed, or altered upon any lot that does not conform to the architectural control and continuity requirements of these protective covenants, it being the stated purpose of the developer to maintain an architectural continuity within the development for the benefit and harmony of the plat as a whole. No fences shall be permitted on any lot, except for in-ground pools as required by statute or local ordinance.

B. No attachments shall be allowed to the exterior walls and roof of any dwelling or garage with the exception of a satellite dish not to exceed eighteen (18) inches in diameter, and with the exception of dog kennels and outdoor dog runs, which shall be permitted with dimensions not to exceed five (5) feet by twenty (20) feet and shall be attached only to the rear of the dwelling or garage and not extend beyond the side of the dwelling or garage in any direction. Chain link fences shall be allowed for dog runs and kennels must be confined within the run or adjacent to the run such that the kennel opens into the run. All dog run flooring shall be of concrete or similar hard surfaced material.

C. It being in the best interest of present as well of future owners of lots and dwellings in the Plat of Country Acres Estates that quality and continuity of each dwelling be maintained the

following architectural guidelines are hereby established:

HOUSE DESIGN:

1. The front of the house, which is defined as the portion of the house facing the street, must have a portion of the exterior siding of at least thirty-two (32) inches from the bottom of the structure made of brick, stone, manufactured or cultured stone accents, or companelized stone or brick siding. The balance of the siding for the entire structure, including the garage, must be of cedar, other natural wood, cement board, or smart board. No vinyl siding shall be allowed whatsoever.

2. The siding and trim shall be painted only in earthen tones as the term is commonly understood in the English language including shades of brown, gray, tan, green, maize, or burgundy. The exception is that window casements may be white.

Specifically excluded exterior colors are any shades of blue, red, yellow, purple, orange, black and white.

3. Roof pitch shall be a minimum of a six/twelve pitch.

4. There shall be a minimum of two building offsets on the front of the home of a minimum of two (2) feet each such that the front line of the house shall not be one continuous straight line.

5. There shall be a minimum of two (2) roof offsets consistent with the design of the home.

6. Shingles shall be wood shakes, or thirty-year asphalt/fiberglass dimensional or architectural three tab shingles or shakes.

7. All driveways and parking areas shall be of concrete from the garage to the street and including the parking area.

8. Any dwelling consisting of a three-car garage must have a minimum front offset of at least two (2) feet on the third garage.

EQUIPMENT ALLOWED

1. Basketball equipment on a pole or attached to the garage.

2. In-ground swimming pools only in the backyard with a minimum height of fencing as required by city code.

3. Stacked firewood with a maximum amount of two (2) cord width and five (5) foot high next to or in the garage only. Fire pits shall only be in the rear yard, shall conform to city code and ordinances and shall not be used for the purpose of burning rubbish but only wood, compressed wood pellets, or natural gas.

ITEMS SPECIFICALLY NOT ALLOWED

1. Reception antennas of any type affixed to the house, garage, or in-planted in the ground.
2. Propane tanks or any other tanks.
3. Solar collectors.
4. Window air conditioners.

MINIMAL LANDSCAPING AND PLANTINGS

1. All areas of the lot not covered by the home and garage shall be in grass or decorative rock or landscape timbers with appropriate edging.
2. There shall be planted a minimum of ten (10) conifer trees which may be all conifers, all deciduous, or a combination of both. Shrubbery is allowed but is not included as a tree. Decorative flowers may be planted or maintained in appropriate vessels provided however that no garden space dedicated to the raising of vegetables shall exceed nine-hundred (900) square feet and shall be in the rear or side yard of the dwelling.

ARTICLE 3

DWELLING SIZE AND EXTERIOR CONSTRUCTION MATERIALS

- A. A one-story dwelling shall have a minimum floor area of one thousand seven hundred (1,700) square feet on the main level, which is defined as the level at ground level, determined from the exterior dimensions of the walls as sided and exclusive of any garage, patio or porch. There is no requirement that the entire interior be fully finished.
- B. A two-story dwelling and/or one and one-half-story dwelling shall have a total minimum floor area of two thousand five hundred (2,500) square feet measured from the exterior dimension of all walls as sided and exclusive of any garage, patio, or porch. On such a dwelling the main level, which is defined as the level at ground level, shall have a minimum floor area of one thousand seven hundred (1,700) square feet as set forth in A. above.
- C. All dwellings and garage shall be of new masonry, wood frame, steel material, stucco, or other similar architectural siding, but shall not be constituted of any vinyl siding or vinyl trim

whatsoever. No accessory buildings shall be allowed. No permanent dwelling or garage shall be constructed upon any utility or other easement as set forth in the plat documents. No earth-sheltered house shall be permitted.

D. Walkout basements shall be permitted where proper drainage exists. Any walkout basement or other basement containing sleeping rooms shall have egress windows as required by code.

ARTICLE 4 BUILDING LOCATION

A. No building shall be erected closer than the setback lines shown on the attached plat. No lot owner shall apply to the City of Spirit Lake for a variance.

B. For the purposes 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.

ARTICLE 5 EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility company is responsible.

ARTICLE 6 NUISANCES AND ALLOWED USAGE OF LOT AND BUILDINGS THEREON

A. No noxious or other offensive activities shall be carried on upon the lot nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood as defined in the code and ordinances of the State of Iowa and City of Spirit Lake.

B. No business, trade, or commercial activity of any kind shall be conducted upon any lots except that home businesses shall be permitted provided that there is no signage identifying the home business on the exterior of the home or on the lot of any size and no customers or clients shall be allowed to frequent the business.

C. No recreational vehicles shall be parked within the subdivision, on the street, driveway, or exterior of the lot except inside a garage. Recreational vehicles are defined as travel trailers,

motorhomes, campers, boats, snowmobiles, ATVs, and trailers. No trucks larger than one ton in size shall be maintained or parked for any purpose on the property in the subdivision, except for vehicles that are temporarily providing services or making deliveries to or picking up property from the premises.

D. All garages shall be used only for cars, pickup trucks, recreational vehicles, boats, and residentially used items, except that this shall not prohibit the use of any garage for a personal workshop.

E. No vehicles of any sort that are not presently capable of operating under their own power shall be stored or maintained on any premises or street within the plat.

F. No exterior lighting shall be installed or maintained that shall unreasonably disturb the occupants of the adjacent lots, except that security lighting and backyard lighting focused only on the backyard shall be permitted.

G. No signs or other advertising except for standard real estate "for sale" signs shall be displayed on any lot except that temporary signs advertising school, community, or political campaigns may be temporarily placed upon the lot until the event or election is over and then shall be removed. All premises shall be maintained such that there are no weeds, underbrush, or unsightly growth upon the premises, and no refuse pile, composting pile, or leaf pile shall remain on the premises except temporarily to be removed within a reasonable time.

H. Excavated dirt from basement and building areas shall be removed from the lot in a timely manner unless the retention and spreading of the same shall be consistent with the overall landscaping plan.

I. All driveways and parking areas required to be of hard surfaced concrete must be completed within six (6) months after construction of the residence is substantially completed unless season and weather delays the installation.

J. The owners of each lot may not alter the natural drainage plan to increase the volume or velocity of water draining onto a neighboring lot. Any trees planted on a lot upon reaching maturity shall be trimmed by the lot owner at the lot owner's sole expense if the limbs encroach on a neighboring lot.

ARTICLE 7 TEMPORARY STRUCTURES

No structures of a temporary character, trailers, basement, tent, shack, garage, ice fishing house, or other building shall be located upon or used upon any lot at any time as a residence or otherwise, either temporarily or permanently except during the course of construction of the premises.

ARTICLE 8

ANIMALS, 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 interior household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes, and the amount of such animals shall be in accordance with the then existing city ordinances for the keeping of domestic pets. No wild animals shall be maintained on any premises.

ARTICLE 9

GARBAGE AND REFUSE DISPOSAL

A. No part of the individual lots or streets shall be used at any time for the storage or abandonment of junked automobiles, automobiles not capable of moving under their own power, vehicles under repair, or other motor equipment or yard implements, except as shall be contained within the garage.

B. Garbage, trash, rubbish, and other solid waste vessels must be kept in a sanitary condition within a garage and in such a manner as permitted by city ordinance, except that the same shall be brought to the curb on normal garbage pickup days and then the empty vessels and containers properly returned to the garage. Containers include disposable plastic bags as provided by the city. No waste, refuse or garbage shall be buried upon the lots.

C. No fireworks shall be ignited on any lot except as allowed by Iowa law.

D. No outside toilets shall be permitted on the premises and all premises must be connected to city water lines and to the public sanitary sewer system. Portable toilets are permitted only during construction.

E. No building of any kind or temporary structure for any purpose may be moved to and upon any of the lots except construction trailers or buildings, which will be permitted during construction periods only and will be promptly removed upon substantial completion of the structure.

ARTICLE 10

AMENDMENT OF PROTECTIVE COVENANTS

These protective covenants shall be deemed covenants running with the land as set forth above and until the proprietors of the plat have sold all lots or voluntarily released their rights shall have the right to amend the protective covenants upon unanimous consent of the developers. After relinquishment of the developer's rights these covenants may not be amended except in a recordable writing signed by a majority of the lot owners in the development. The signature of

only one lot owner per lot shall be required in determining whether a majority has signed and lot shall designate the person who votes for the lot.

ARTICLE 11
ENFORCEMENT

Any and all of the protective covenants and restrictions contained herein may be enforced by the owner of any lot or lots within the plat. In the event that any lot owner is in violation of any of these covenants any other lot owner may give written notice of the violation to the offending lot owner addressed to the lot owner at the last known address and deposit it in the United States mail addressed to the lot owner with postage prepaid. In the event that the offending lot owner does not cure the default within ten (10) days of the date of mailing of the notice by ordinary mail any lot owner may take reasonable steps to remedy the offense, which remedy shall not break the peace. In the event of objection by the offending lot owner the matter may be submitted to any appropriate city body or court having jurisdiction and the prevailing party shall be entitled to reasonable attorney's fees and costs. The cost of correcting any offense together with the reasonable costs of court costs, reasonable attorney's fees, or other costs incurred in the collection may be filed as a lien upon the offending property by filing the notice of lien in the Office of the Dickinson County Recorder. Any proceeding may be in law or equity and shall include injunctive relief of both a temporary and permanent nature with appropriate sanctions imposed by the court for future violations.

ARTICLE 12
DECKING AND LANDSCAPING

A. In addition to the provisions previously set forth in these covenants all deck and patio materials must be consistent in material and color with the home, but may include composite decking and glass.

B. Any landscape plan and terracing must be included in the building permit site plan and fully show the materials used in landscaping and a complete drainage plan showing that the landscaping will not increase the volume or velocity of water onto adjoining lots.

ARTICLE 13
COMMON LOT

Upon the sale to third party purchasers of at least 31 lots in the plat, the developer may elect to dedicate a lot of his choice to the lot owners in the plat exclusively for their use as a common in-ground pool, recreational facility, and clubhouse, provided that the then existing lot owners shall agree by majority to accept the dedication, assume the responsibility of the lot, and pay for the cost of any improvements at their sole expense. The developer is not obligated to dedicate a lot for this purpose. Further provided that upon a majority vote of the lot owners to accept the dedication there shall be formed a not-for-profit corporation as a homeowner's association consisting solely of the lot owners with each lot having a single vote and providing for by-laws with a board of directors and a dues structure. Said corporation shall be formed by an attorney

selected by the developer and the cost of the formation shall be an additional expense of the lot owners in accepting the dedication. The homeowners' association shall be exclusively for the management of the recreational lot and improvements and not govern any use of owners' individual homes and lots. The by-laws shall provide that in the event any owner becomes delinquent in the payment of dues the corporation may place a lien for unpaid dues on the owner's lot and foreclose such lien as provided at law and equity.

Each lot owner may individually decide whether or not to purchase stock in the corporation in an amount agreed to by the lot owners forming the corporation and shall bear their proportional cost of maintenance and improvements as well as utilities and insurance on the dedicated lot and any structures placed thereon. A stock certificate in the corporation shall be issued to each lot which must be transferred with the transferring of ownership of the lot and may not be transferred to any non-owner in the plat without transfer of the lot. Any lot owners not electing to purchase stock in the corporation at the time that it is formed or any future purchasers of lots from the developer or from existing lot owners shall be given an opportunity upon purchase of the lot to purchase stock in the corporation in an amount not to exceed the total cost of the lot and improvements divided by the then existing amount of lot owners who are owners of stock in the corporation.

Further provided, that the by-laws shall provide for rules and regulations to be established for the use of the common lot and facilities and sanctions for inappropriate use of the common lot and facilities and for the payment of any damages caused by offending parties, regardless of the lot owner's insurance on the lot and facilities.

Nothing in this Article shall obligate the developers to dedicate the lot to the lot owners. If so dedicated and a majority of the then existing lot owners do not vote in favor of the dedication the developer shall sell the lot upon terms and conditions as it shall deem reasonable and prudent and consistent with the current protective covenants and easements. The developers may also dedicate the lot to the City of Spirit Lake provided that the city agrees to accept the lot and the maintenance thereon.

ARTICLE 14 COMBINING OF LOTS

The developer shall be allowed to combine as many adjacent lots as it deems prudent for sale to a third party, but the combined lots shall be deemed to be only one lot for purposes of containing only one single-family dwelling, but shall be entitled to as many voting shares in any owners association as each combined lot would have individually.

ARTICLE 15 WARRANTIES OF DEVELOPER

By amending and restating the restrictive covenants and easements of the Plat of Country Acres Estates the developer warrants that the Merlin Stover Revocable Trust of June 30, 2013 is the

sole owner of any unsold lots in the plat and is the successor in interest to Merlin Stover, an individual, and Shirley Stover, an individual, and has authority as trustee of the trust to promulgate these amended and restated restrictive covenants and easements. Further, that there are no mortgage holders on the unsold lots in the plat who must give consent to this amendment and restatement and that the Merlin Stover Revocable Trust of June 30, 2013 is the owner of at least sixty-six percent (66%) of the lots in the plat.

Further, that should Merlin Stover, trustee, be incapacitated and unable to function as trustee that his successor trustee, as appointed under the trust or by court order, shall have authority to enforce the amended and restated covenants.

Dated this 23rd day of June 2015. Merlin Stover Revocable Trust of June 30, 2013

By: Merlin Stover Trustee
Merlin Stover, Trustee

STATE OF IOWA, DICKINSON COUNTY, ss:

This document was acknowledged before me on the 23rd day of July, 2013 by Merlin Stover, Trustee of the Merlin Stover Revocable Trust of June 30, 2013

[Signature]
Notary Public



INDEX TO THE AMENDED AND RESTATED PROTECTIVE COVENANTS AND
EASEMENTS FOR THE PLAT OF COUNTRY ACRE ESTATES IN SPIRIT LAKE,
DICKINSON COUNTY, IA.

JUNE 15, 2015

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**COUNTRY ACRES ESTATES
SPIRIT LAKE, IOWA**

DEVELOPED BY MERLIN STOVER

TO: REALTORS, BUILDERS, AND PROSPECTIVE LOT PURCHASERS
FROM: MERLIN STOVER – DEVELOPER OF COUNTRY ACRES ESTATES
SUBJECT: EXPLANATION OF PROTECTIVE COVENANTS

Dear Friends:

The development that is now Country Acres Estates is part of the farm that I grew up on as a child. I developed Country Acres Estates with a vision that individuals, families, and children would be able to enjoy the same happiness that I found as a child growing up in the area.

To ensure your opportunity to enjoy the same things that I did as a child I not only platted large family-friendly lots, but with the assistance of good advisors, created protective covenants for the property. I want to take this opportunity to explain to you briefly the reasoning behind some of those covenants so that you can understand more than just the legalese of the covenants themselves:

1. All of the lots in Country Acres Estates will be single family residential lots with a minimum of three attached garages and offsets on the front of the building. The minimum square footage for the main level is 1,800 square feet. These covenants were put in place to develop a uniformity of home size consistent with the large lots and to encourage a nice architectural look on the front of the home. No detached garages or other outbuildings such as garden sheds are allowed because they tend to detract from the overall look. Instead I encourage you to consider extending the length of your garages from front to back to accommodate the items such as lawn tractors that you might put in an outbuilding and to even consider putting a 7 foot by 7 foot garage door in the back of one of your garages to allow for entrance from your yard. I believe you will find the convenience of pulling your lawn tractor into a lighted garage with a cement floor and your tools at hand is much more beneficial than an outbuilding.

2. The requirement of 1,800 square feet of living space is to maintain the integrity of the home sizes for an overall look for the development and for resale purposes. I certainly do not insist that you have to finish off the entire interior of the 1,800 square feet. I suggest that if you do not have a use for the entire 1,800 square feet then perhaps part of it may remain unfinished with a potential plan for further use as your family grows, or the next purchaser desires more square footage.

3. I ask that when building a home the outside work hours of your contractors be limited to times when they will not disturb the existing residents and that the site be maintained in a safe and orderly manner so that construction debris is not blowing throughout the development. I

also ask that homes be completed within 12 months of the date of purchase of the lot so that the overall development has a finished look at the earliest possible time.

4. The architectural standards are designed to give each home a very acceptable exterior look while at the same time giving you the freedom to show your individuality. When I review your building plans to approve them my approval is not subjective. I have a standard check list I use to make certain that the architectural standards are met. You will not experience a situation where someone's individual tastes are used in examining your plans.

5. The covenants do not allow for fencing because there are so many types of fencing that the overall development could look like a hodge-podge. I do encourage the planting of shrubberies on your lot lines if you desire a fenced look.

6. Provisions are included for the possibility of the homeowners going together to create the a swimming pool, clubhouse, or other recreational amenities on an area donated by the developer and governed by a corporate homeowners' association that enhance everyone's living experience while allowing several families to share the cost. No one is forced to participate, but I did include provisions for you or a future buyer of your home to buy into and become a member of the homeowners' association at a price set by a fixed formula should you change your mind in the future or upon resale of your home if your future buyers would like to be a part of the association.

I am happy to, and would look forward to, meeting with you personally to answer any of your questions prior to the purchase of a lot and at any time thereafter when you need assistance or have questions. I want to be personally involved to the extent that you desire that I be involved to ensure that when you find that right lot and that right building plan so that as a developer I have done all I can to make your dreams come true.

Best personal regards,

Merlin Stover