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DECLARATION OF
RESTRICTIVE COVENANTS

Eastview, Inc. is the free owner of the following described real estate located in Dickinson County, Iowa:

That part of Block 2 of the Plat of Moore Lake Development , and those portions of Section 15 and 16, Township 99 North, Range 36, West of the 5th P.M., Dickinson County, Iowa, described as follows: Commencing at the Southeast corner of Lot 1, Block 1 of the Plat of Moore Lake Development in said Sections; thence South 0°00' West (recorded bearing) 123.02 feet along the Easterly line of Government Lot 5 in said Section 15 to the point of beginning at the southerly line of the right-of-way quit claimed for highway purposes to Dickinson County, Iowa, by C. H. Moore Trust at Land Deed Record Book 92, Page 175 in the Office of Dickinson County Recorder; thence South 53°37'40" West 521.22 feet along said southerly right-of-way line; thence Southwesterly 326.78 feet along said southerly right-of-way line along a 1081.23 feet radius curve concave Northwesterly and tangent to the preceding course (previously recorded as 320.86 feet along a 1061.64 feet radius curve); thence South 70°56'40" West 423.30 feet along said Southerly right-of-way line; thence Southwesterly 193.69 feet along said Southerly right-of-way line along a 462.32 feet radius curve concave Northwesterly and tangent to the preceding course; thence North 85°03'05" West 77.89 feet along said Southerly right-of-way line; thence Northwesterly 443.29 feet along said Southerly right-of-way line along a 1072.25 feet radius curve concave Northeasterly and tangent to the preceding course; thence North 61°21'53" West 494.75 feet along said Southerly right-of-way line; thence Northwesterly 160.68 feet along said Southerly right-of-way line along a 197.18 feet radius curve concave Southwesterly and tangent to the preceding course; thence Southwesterly 131.61 feet along said Southerly right-of-way line along a 624.05 feet radius curve concave Southeasterly and tangent to the succeeding course; thence

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South 59°51'40" West 571.77 feet along said Southerly right-of-way line; thence Southwesterly 294.76 feet along said Southerly right-of-way line along a 1059.52 feet radius curve concave Northwesterly and tangent to the preceding course; thence South 75°48'04" West 618.07 feet along said Southerly right-of-way line; thence Southwesterly 191.65 feet along said Southerly right-of-way line along a 351.19 feet radius curve concave Southeasterly and tangent to the preceding course; thence South 44°32'04" West 309.04 feet along said Southerly right-of-way line; thence Southwesterly 230.35 feet along said Southerly right-of-way line along a 771.43 feet radius curve concave Southeasterly and tangent to the preceding course; thence North 87°04'09" East 605.38 feet to a point 92 feet, more or less Northerly of the Southerly line of Government Lot 5 in said Section 16 and 1145 feet, more or less, Westerly from the Southeast corner of said Lot; thence South 88°13'30" East 3786.21 feet to the Southeast corner of Government Lot 5 in said Section 15; thence North 0°00'00" East 1426.64 feet to the point of beginning, containing 81.97 acres.

1. Single family dwellings only, New one story homes, no less than 1200 square feet not including porches, basement, garages. Two story or story and half homes cannot be less than 1500 square feet, not including porches, basements, or garages.
2. Factory manufactured homes, single story, no less than 1200 square feet, not including porches, basement, garages. Two story or story and half factory manufactured homes cannot be less than 1500 square feet. All manufactured homes must be new as of that year.
3. Move-in units restricted to new move-in homes only.
4. No single wide trailer houses allowed.
5. Lots to be used only for single family dwellings.
6. No cemeteries, parks, or golf courses.
7. No commercial activities, business, enterprises permitted.
8. All storage buildings must conform in appearance to the main dwellings, must not block neighbor's view, must be behind

principal residence, or off to one side, not in front.

9. Principal residence must be built before any storage or barn may be built.

10. Temporary construction storage buildings must be removed upon completion of project.

11. May have stables provided that lot area contains a minimum of three acres and a density not greater than one horse, two years old or older, per acre. Other than dogs, horses, and cats, no other animals or fowl allowed.

12. No abandoned vehicles allowed. No more than two (2) non-garaged vehicles of any kind permitted (including travel trailers, recreational vehicles and boats). Guest parking of recreational vehicles and use of them may not exceed two (2) weeks duration.

13. Height of storage buildings not to exceed 12 feet on side walls.

14. No businesses in the home, other than a home office.


15. The following non-agricultural uses and buildings shall not be allowed:

a. Private golf course, private lake or pond for recreational use by the general public, private club, lodge, or association; stable or kennel operated as a business, club or association, saw mill, gravel, sandpit, and rock quarry; tourist campground, private park, private or commercial hunting preserve, farmstead home occupation, private dump or waste disposal area, or commercial feeding of animals or poultry.

b. The use of land for agricultural purposes shall not be allowed. This includes farming, dairying, agriculture, horticulture, floriculture, viticulture, and animal and poultry husbandry, and the necessary accessory uses for packing or storing the produce.



Kenneth Kuchel, President



Blaine Kuchel, Vice President



Kevin Kuchel, Secretary

STATE OF IOWA)
) ss:
COUNTY OF PLYMOUTH)

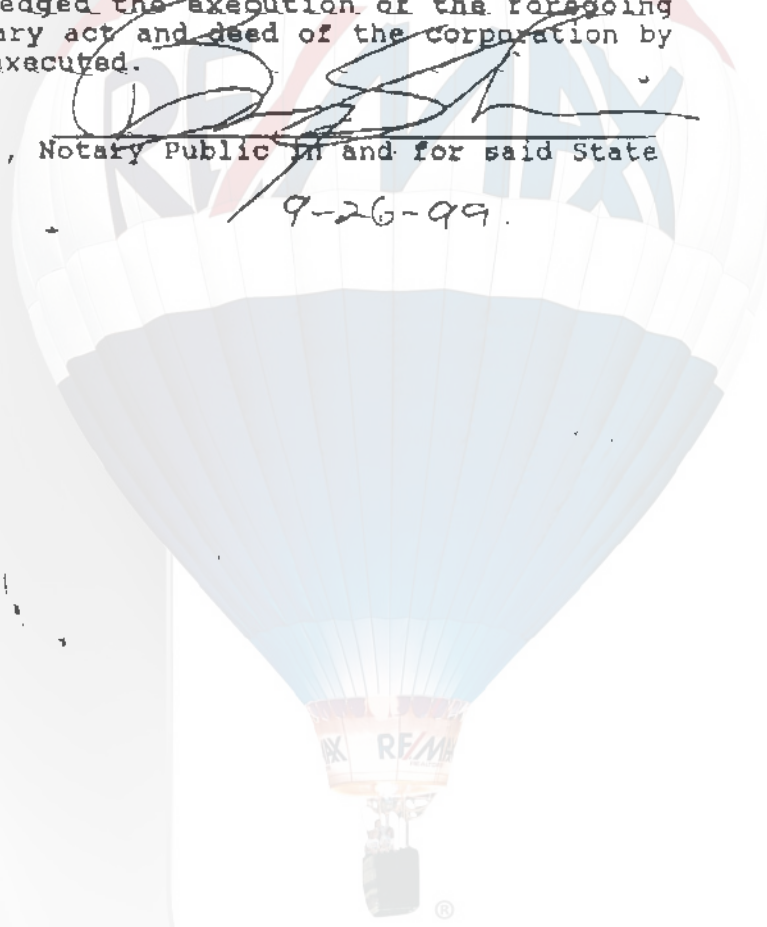
On this 9th day of September 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kenneth Kuchel, Blaine Kuchel and Kevin Kuchel, to me personally know who being by me duly sworn, did say that they are the President, Vice President and Secretary respectively, of the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Kenneth Kuchel, Blaine Kuchel and Kevin Kuchel as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation by it and by them voluntarily executed.

Barry S Thompson

[Signature], Notary Public in and for said State

9-26-99

AGREEMENTS/LEASES/COV



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INSTR. NO. _____

DK _____ PAGE _____

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JAN BOETSCHHELLER
RECORDER
DICKINSON COUNTY, IOWA
FEE \$ 11.00

DECLARATION OF AMENDMENT
TO COVENANTS OF EAST VIEW ACRES
DICKINSON COUNTY, IOWA

Comes now the undersigned officers of Eastview, Inc. and the owners of Lots Two (2) through Seventeen (17) of East View Acres, Dickinson County, Iowa and Kevin Kuchel and Shari Kuchel, husband and wife, the owners of Lot One (1) of East View Acres hereby declare and consent to the amendment to the Covenants of East View Acres as follows:

1. The owners of Lots Three, Four, Five, and Six (3, 4, 5 and 6) of East View Acres shall maintain equally the road right-of-way which abuts their property. Said maintenance shall include all snow removal, weed control, mowing and all other expenses related thereto.

2. The owners of Lots Three, Four, Five and Six (3, 4, 5 and 6) of East View Acres shall maintain the sewer main equally which shall be located in the road right-of-way.

3. The owners of Lot Seven, Eight, Nine and Ten (7, 8, 9 and 10) of East View Acres shall maintain equally the road right-of-way which abuts their property. Said maintenance shall include all snow removal, weed control, mowing and all other expenses related thereto.

4. The owners of Lots Seven, Eight, Nine and Ten (7, 8, 9 and 10) of East View Acres shall maintain the sewer main equally which shall be located in the road right-of-way.

Dated this 6th day of January, 1998.

Kenneth Kuchel
Kenneth Kuchel, President

Blaine Kuchel
Blaine Kuchel, Vice President

Kevin Kuchel
Kevin Kuchel, Secretary/Treasurer

AGREEMENT TO ESTABLISH AN
ASSOCIATION FOR LAKE ACCESS

Eastview, Inc., an Iowa Corporation, will be formally platting the following described property:

To be formally platted as Lot Twenty-three (23) Eastview Acres, Dickinson County, Iowa, from the following described:

That part of Block 2 of the Plat of Moore Lake Development, and those portions of Section 15 and 16, Township 99 North, Range 36, West of the 5th P.M., Dickinson County, Iowa, described as follows: Commencing at the Southeast corner of Lot 1, Block 1 of the Plat of Moore Lake Development in said Sections; thence South 0°00' West (recorded bearing) 123.02 feet along the Easterly line of Government Lot 5 in said Section 15 to the point of beginning at the southerly line of the right-of-way quit claimed for highway purposes to Dickinson County, Iowa, by C. H. Moore Trust at Land Deed Record Book 92, Page 175 in the Office of Dickinson County Recorder; thence South 53°37'40" West 521.22 feet along said southerly right-of-way line; thence Southwesterly 126.78 feet along said southerly right-of-way line along a 1061.23 feet radius curve concave Northwesterly and tangent to the preceding course (previously recorded as 120.86 feet along a 1061.64 feet radius curve); thence South 70°56'40" West 421.30 feet along said Southerly right-of-way line; thence Southwesterly 193.69 feet along said Southerly right-of-way line along a 462.32 feet radius curve concave Northwesterly and tangent to the preceding course; thence North 85°03'05" West 27.89 feet along said Southerly right-of-way line; thence Northwesterly 43.29 feet along said Southerly right-of-way line along a 1072.25 feet radius curve concave Northeasterly and tangent to the preceding course; thence North 61°21'53" West 474.75 feet along said

Southerly right-of-way line; thence Northwesterly 160.68 feet along said Southerly right-of-way line along a 197.18 feet radius curve concave Southwesterly and tangent to the preceding course; thence Southwesterly 131.61 feet along said Southerly right-of-way line along a 624.05 feet radius curve concave Southeasterly and tangent to the succeeding course; thence South 59°51'40" West 571.77 feet along said Southerly right-of-way line; thence Southwesterly 294.76 feet along said Southerly right-of-way line along a 1059.52 feet radius curve concave Northwesterly and tangent to the preceding course; thence South 75°48'04" West 618.07 feet along said Southerly right-of-way line; thence Southwesterly 191.65 feet along said Southerly right-of-way line along a 751.12 feet radius curve concave Southeasterly and tangent to the preceding course; thence South 44°32'04" West 309.04 feet along said Southerly right-of-way line; thence Southwesterly 230.35 feet along said Southerly right-of-way line along a 771.42 feet radius curve concave Southeasterly and tangent to the preceding course; thence North 87°04'09" East 605.38 feet to a point 92 feet, more or less Northerly of the Southerly line of Government Lot 5 in said Section 16 and 1145 feet, more or less, Westerly from the Southeast corner of said Lot; thence South 88°13'30" East 3786.21 feet to the Southeast corner of Government Lot 5 in said Section 15; thence North 0°00'00" East 1426.64 feet to the point of beginning, containing 81.97 acres.

Lot Twenty-three (23) Eastview Acres, Dickinson County, Iowa has been designated the lake access lot. Subject to DNR approval twenty (20) boat lifts and a dock will be allowed.

Lot Twenty-three (23) will be owned by the twenty access owners. They will share equally in the maintenance of the property together with all other expenses including, but not limited to utilities and real estate taxes.

It is further agreed that Eastview, Inc. will provide a gravel off-street parking area, a dock and a walk way from the dock to the parking area. Eastview will also provide electricity to the property.

As stated above in the agreement, there will be twenty (20) shares with each share containing one vote in the operation of the association.

The intent of this agreement is to establish that an association will be established and as to the terms of the operation of same.

This agreement is dated September 17, 1997.

Eastview, Inc. an Iowa Corporation

By: Kenneth Kuchel, President

By: Kevin Kuchel, Sec.-Treas.

Acceptance to terms by _____

in consideration of payment of _____ for lake access and _____ shares in the association for boat lifts.

Purchaser

DECLARATION OF EASEMENTS, RESTRICTIONS,
COVENANTS AND CONDITIONS

C. H. Moore Trust Estate, declarant owner of real estate now platted as Moore Lake Development and Moore Lake Development Second Subdivision in Dickinson County, Iowa (as described in attached exhibit A) hereby makes the following declarations as to limitations, restrictions and uses to which the lots or tracts constituting these subdivisions may be put, and hereby specify that such declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and persons claiming under them and for the benefit of and limitations on all future owners in the subdivision.

Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject the following easements, restrictions, covenants and conditions which are for the purpose of protecting the property's value and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof for the periods of time provided by the laws of Iowa.

RESTRICTIVE COVENANTS

Use of Lots: All lots in said subdivisions shall be known and described as single-family residential units except for Lots 1 and 27 in Block 2 of the Plat of the Moore Lake Development, Second Subdivision which lots will be reserved by the Trust, their beneficiaries or their successors in interest,

assigns or heirs for access to the lake for non lakefront property to the south of the public highway right-of-way as described in the original plat of Moore Lake Development and as referenced in the plat of Moore Lake Development, Second Subdivision.

Front Yards: Front yard requirements shall comply with county zoning requirements.

Side Yards: Side yard requirements shall comply with county zoning requirements.

Back Yards: Back yard requirements shall comply with county zoning requirements.

Lot Size: No lot may be subdivided into smaller building lots, however additional lots or portions thereof may be added to provide larger yards or buildings. No new residential dwelling shall have a floor area of less than 1,000 square feet, exclusive of open porches, basements, breezeways, garages or patio areas. Earth sheltered housing shall be prohibited.

Care of Lots: Owners of all lots shall at all times keep the same free and clear from all obstructions, debris and obnoxious growth. No boats, trailers, campers, motorcycles, tent trailers, house trailers, mobile homes, fish houses or other like structures shall be stored or kept upon any lots except when enclosed within a garage or similar permitted structure. No outside toilet shall be permitted on the premises, and the owner agrees that he will connect all water waste lines to a functioning septic system or to the sanitary sewer system. Waste, refuse or garbage shall be disposed of in a manner consistent with the regulations of the county and state health departments and good sanitation practices.

Driveways and Parking: Existing driveways and parking areas on the date of the recording of this covenant will be accepted. Any new driveway and parking areas shall be surfaced with blacktop or concrete and must adjoin street service within six months of completion of the construction of any new building. The number or required parking spaces shall be governed by county zoning laws.

Utilities: All utility transmission lines must be buried. No overhead utility lines shall be permitted.

Sewer Connection: All sewage producing facilities on every lot shall be connected with the sanitary sewer collection lines at the time of improvement of the lot for which a connection fee must be paid and an inspection fee must be paid to the Iowa Great Lakes Sanitary District at the time of making said connection, amount thereof to be determined by said district.

Acceptance: The owner of each vacant lot or a dwelling unit or a contract purchaser of either, and each person acquiring an interest in any vacant lot or a dwelling unit, by acceptance of the instrument by which such interest is acquired, agrees to abide and be bound by these restrictions, covenants and all of the provisions of the platting procedures.

Miscellaneous Prohibitions: 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 shall be permitted during construction periods. Nor may any business, trade or commercial activity of any kind be conducted upon any lot; nor may any lot owner directly or indirectly permit the use of his lot in such manner as to become a nuisance or annoyance in the neighborhood.

No temporary structure, tent, trailer, etc. shall be used as a temporary residence on any of the lots.

No advertising or billboards shall be permitted on the premises except a "for sale" sign no larger than five (5) square feet in area, which sign shall pertain only to the premises upon which it is located and should be near the street side of the lot.

No animals such as, but not limited to: horses, cattle, sheep, hogs, goats, poultry, rabbits or other livestock shall be permitted upon the premises. This shall not prohibit domestic cats, dogs and pets, provided that there is a limitation of two dogs and two cats per dwelling unit or household and that they are confined upon the premises and not permitted to roam at large beyond the limits of the owner's property. The holding of animals for commercial sale or breeding is prohibited.

No hospital, sanitarium or other place for the care or treatment of the sick or disabled, mentally or physically, shall be erected or permitted upon any of the lots.

Lot owners and those under their direction shall not cover, bridge or otherwise interfere with existing drainage, culverts or ditches.

No fence or hedge shall be erected or maintained on the properties which shall unreasonably restrict or block the view from an adjoining lot or which shall materially impair the continuity of the landscaping of the subdivision.

No exterior lighting shall be installed and maintained so as to unreasonably disturb the owner of any other lot.

Exception for Existing Uses: In the event the owner of a lot has leased the lot from the C. H. Moore Trust prior to becoming owner and in the case of the Trust and its beneficiaries, then and only in that instance will present uses and conditions not in conformance with these covenants and restrictions be permitted to exist so long as said person owns such lot.

Duration: The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than 80% of the lots or dwelling units in each subdivision and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots in each subdivision. Any such amendment must be recorded.

DATED this 22nd day of November, 1993.

C. H. MOORE TRUST ESTATE

By:

John W. DALLAKI, IV

Trustee

Elizabeth H. O'Herrin

Trustee