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PROTECTIVE COVENANTS
THE PLAT OF FAIRWAYS AT EMERALD PINES SOUTH
ARNOLDS PARK, DICKINSON COUNTY, IOWA

1. These Protective Covenants shall apply to Lots 1 through 28 within this subdivision.

2. Except for Developer's reserved rights, all Lots shall be single family residential lots and used solely as such. No structures shall be erected except residences plus a garage. No outbuilding shall be allowed. 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 excepting a one-person, one-room professional office or service office operated by a lot occupant. All single family residential properties shall have at least a two car attached garage. All driveways shall be hard surfaced.

Notwithstanding the preceding paragraph however, the Developer may designate Lots 1 and/or 28 for duplex family. If the Developer elects to so designate such lots it shall file such a designation with the Dickinson County Recorder's office and such designation may include restrictions upon such usage. However, no such designation may permit use of any lot for a non-residential use.

3. No recreational vehicles shall be parked within the subdivision except inside a garage. Recreational vehicles shall be defined as travel trailers, motor homes, campers, boats, snowmobiles and shall include trailers. No trucks of larger than one ton size shall be maintained, parked or kept overnight for any purpose on the property in the subdivision except for vehicles which are providing services or making deliveries to or picking up property from the premises.

No basement home, earth sheltered home, or shack may be placed or erected upon a lot at any time nor may a residence of a temporary nature be permitted. No manufactured homes shall be allowed. This shall not be construed to prohibit modular homes that are built in compliance with the Uniform Building Code. The minimum roof pitch on any structure shall be 6:12. All structures shall be built in compliance with the Uniform Building Code.

Developer reserves the right to use a residence located within the subdivision as a sales office in connection with development of this property. Developer also reserves the right to locate a temporary sales office within the property.

4. 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.

5. All lots are subject to easements as shown on the attached plat.

6. All single family residences shall comply with the following minimums. Each single-story residence shall be constructed with a minimum of 1400 square feet of finished, interior ground floor area. Each residence of one and one-half stories or two stories shall have a minimum of 1,400 square feet on the main floor and 600 square feet on the additional floor of finished, interior floor area.

7. No owner, except the Developer, 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. However, a lot owner may acquire land from an adjacent lot 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, except for Developer's reserved rights in Paragraph 2 above.

8. Owners of all lots shall at all times keep the same free and clear from all obstructions, debris, obnoxious growth, refuse piles, junk vehicles 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.

Garbage, trash, rubbish and other solid waste must be kept in containers within a garage. Solid waste may be placed at curbside for collection only in disposable containers such as plastic bags. Permanent containers such as garbage cans shall not be permitted at curbside for collection. Solid waste shall not be placed at curbside prior to 6:00 o'clock a.m. on the date of scheduled collection.

9. The exterior portions of all construction shall be completed within one (1) year of the date of beginning of construction. No advertising or billboards shall be permitted on any lot except a "For Sale" sign no larger than five (5) square feet in area which shall pertain only to the premises upon which it is located and there shall be no more than two (2) in number.

10. No animals shall be kept on the premises. This shall not prohibit domestic cats and dogs as pets provided they are confined upon the premises and not permitted to roam at large beyond the limits of the owner's property. No more than a total of two dogs and/or cats per dwelling unit including pets of guests shall be permitted. 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 dwelling or garage and shall not extend more than five feet beyond the dwelling or garage in any direction. No chain link fences shall be allowed. Location and style of dog run fences shall be approved by Developer and shall be consistent with the architectural integrity of the dwelling.

11. 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 on the golf course side only. No other antennas shall be permitted. Firewood shall be limited to two chord width and length, five foot in height and next to the residence only. No window air conditioners nor clotheslines are allowed. No timesharing of residential units is permitted. No fences shall be allowed.

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

13. No building, wall, or other improvement or structure shall be constructed, erected, or maintained, nor shall any addition to or alteration of any building, wall, or other improvement or structure be made until the plans and specifications therefore have been submitted to and approved in writing by the Developer. The plans and specifications shall indicate such information as the Developer may reasonably request, including the nature, kind, configuration, height, materials, floor plans, location and approximate cost of the structure or improvement as well as drainage and landscape plans. The Developer may from time to time establish architectural guidelines for the construction of improvements and dwellings upon the property, in which event the architectural guidelines shall be made available to the purchaser or owner of any lot, and the Developer shall approve the construction of structures or improvements in conformance with any such architectural guidelines. The Developer reserves the right to, from time to time, change or revoke any architectural guidelines adopted by it. If the Developer has not, within 30 days following its receipt of any proposed plans or specifications, approved or disapproved the plans and specifications or has

not asked for additional information concerning the plans and specifications, then the Developer shall be deemed to have approved the plans and specifications submitted to it.

Developer has submitted and received approval of the subdivision drainage plan from the Iowa Department of Natural Resources. Lot owners are notified that they may not alter the drainage plan without written approval of the Iowa Department of Natural Resources.

14. These covenants run with the land. A purchaser of any lot and any person acquiring an interest in any lot by acceptance of said interest agrees to abide and be bound by these covenants

15. In the event the parties hereto, their heirs, assigns or any other owner of lots within Fairways at Emerald Pines South shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any owner of any other lot or lots in said subdivision to prosecute any proceedings at law or in equity against anyone violating or attempting to violate any such covenant or restriction and either prevent him or her from doing so and/or to recover damages and obtain any other legal and equitable remedy available for such violation.

16. Invalidity of any one of these covenants by judgment or court action shall in no way affect any of the other provisions which shall remain in full force and effect.

17. These covenants can be amended by the owners of 75 percent of the lots in this subdivision

Any amendment must be reduced to writing, signed by the required number of owners and shall be effective upon filing with the Dickinson County Recorder.

Notwithstanding the above, no amendment shall be effective without Developer's consent as long as Developer owns one or more lots within the subdivision.

18 The Developer at its discretion may convey all property which it still owns within the subdivision to a grantee whom it may designate as a Successor Developer. The Successor Developer shall have all the rights and privileges of the Developer as set out above.

EASTVIEW, INC.

By _____
Kenneth Kuchel, President

PREPARED BY: James C. Ladegaard 708 Lake Street Spirit Lake, IA (712) 336-1292

AMENDMENT TO COVENANT'S
PLAT OF FAIRWAYS AT EMERALD PINES SOUTH

The undersigned, Eastview, Inc., the owner of all lots in the Plat of Fairways at Emerald Pines South, does hereby amend the covenants previously filed herein.

Paragraph 10 is deleted in its entirety and is amended to read as follows:

No animals shall be kept on the premises. This shall not prohibit domestic cats and dogs as pets provided they are confined upon the premises and not permitted to roam at large beyond the limits of the owner's property. No more than a total of two dogs and/or cats per dwelling unit including pets of guests shall be permitted. No outdoor dog kennel or run shall be allowed.

EASTVIEW, INC.

By: - 5 -
Kenneth Kuchel

STATE OF IOWA, COUNTY OF DICKINSON, ss:

On this ____ day of _____, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth Kuchel, to me personally known, who being by me duly sworn, did say that he is the President 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 as an officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Notary Public -- State of Iowa

SALES MAP OF EMERALD PINES SOUTH

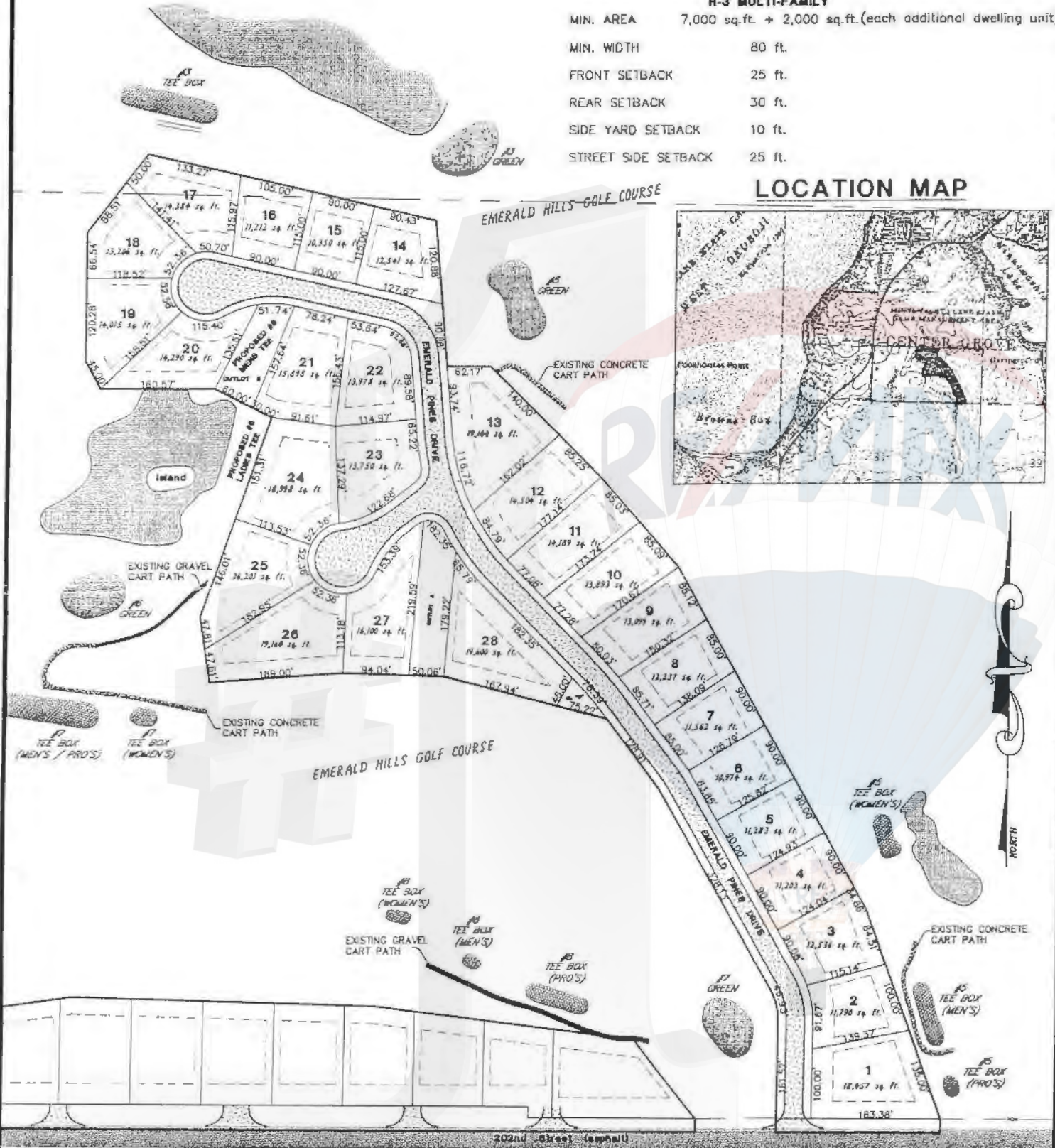
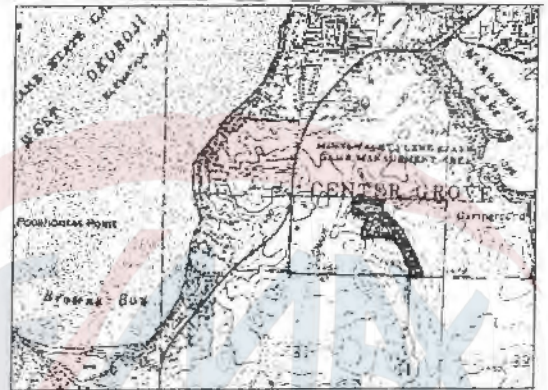
EXISTING ZONING: R-3 MULTI-FAMILY

PROPOSED ZONING:

R-3 MULTI-FAMILY

MIN. AREA 7,000 sq.ft. + 2,000 sq.ft.(each additional dwelling unit)
 MIN. WIDTH 80 ft.
 FRONT SETBACK 25 ft.
 REAR SETBACK 30 ft.
 SIDE YARD SETBACK 10 ft.
 STREET SIDE SETBACK 25 ft.

LOCATION MAP



*NOTE: LOT SIZES AND CONFIGURATIONS ARE SUBJECT TO CHANGE

LAND PROJECTS R2\2000\S00250\DWG\SALES MAP.DWG

	Jacobson-Westergard & Assoc., Inc. 105 South 6th Estherville, Iowa 51334 (712) 362-2647	CLIENT: EASTVIEW CORPORATION c/o KEN KUCHEL P.O. BOX 187 KINGSLEY, IOWA 51028	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Drawn</td> <td style="width: 50%;">Checked By</td> </tr> <tr> <td>Date 8-21-02 By P.N.B.</td> <td>S.A.B.</td> </tr> <tr> <td>Survey Notes</td> <td>Project No.</td> </tr> <tr> <td></td> <td>S00250</td> </tr> </table>	Drawn	Checked By	Date 8-21-02 By P.N.B.	S.A.B.	Survey Notes	Project No.		S00250
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