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## PROTECTIVE COVENANTS

The following protective covenants are adopted as a part of the Plat of Schlichte's First Subdivision:

1. All lots described herein shall be known, described and used solely as residential lots, and no structure shall be erected on any residential lot other than a one single family dwelling or two family dwelling not to exceed two stories in height and a one or two car garage for each family unit.
2. No lot shall be subdivided except that fractional lots may be added to an adjoining lot, and in such event the lot or lots attached to said fractional lot shall be governed by the restrictions herein contained as though said tract were a single lot.
3. No trailer, basement, tent, shack, garage or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence having a temporary character be permitted.
4. The titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.
5. No building shall be erected on any lot unless the design and location is in harmony with the existing structures and locations in the tract and does not violate any protective covenant or zoning ordinance of the City of Spirit Lake, Iowa. In any case, no single family dwelling shall be permitted on any lot described herein having a ground floor square foot area of less than one thousand one hundred fifty (1150) square feet in the case of the one story structure, nor less than nine hundred sixty (960) square feet of ground floor area in the case of a split foyer. All one and one-half and two story structures shall have a minimum ground floor area of nine hundred (900) square feet of floor space and a minimum total of one thousand five hundred (1500) square feet of floor space. Duplexes or two family dwellings shall have a minimum of one thousand nine hundred twenty (1920) square feet of ground floor area, that is to say nine hundred sixty (960) square feet in each family unit on the ground floor thereof. In the case of a tri-level, the ground floor area and the upper floor area shall have a minimum total of one thousand two hundred (1200) square feet of floor space.
6. No detached garage nor storage building shall be erected without a wood or concrete foundation (pole buildings not permitted) and must be constructed with a concrete floor. Such building shall not exceed sixteen (16) feet in height and must conform with the design and appearance of the dwelling located on the lot.
7. No obnoxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. All dwellings or structures erected on any lot shall be new construction only.
9. No overnight parking of any commercial vehicle of a classification of one ton or more shall be permitted on any lot included herein.
10. No fence or wall exceeding five (5) feet in height should be built within the limits of side or rear yards, and no fence exceeding three (3) feet shall be built in any front yard. All fences or walls constructed shall be at least seventy-five per cent (75%) open.
11. Perpetual easements are reserved for utility installations and maintenance as now constructed or may hereafter be required for utility purposes as shown on the plat.
12. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until July 1, 2001, at which time said covenants shall be automatically extended for a successive twenty-one (21) year period by one or more of the owners filing affidavits pursuant to Section 614.24 of the 1979 Code of Iowa, unless, by a vote of the majority of the then owners of said lots, it is agreed to change said covenants in whole or in part.
13. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained before July 1, 2001, it shall be lawful for any other person or persons owning any other lot or lots in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, either to prevent them or him from doing so or to recover damages or other compensation for such violation.
14. Invalidation of any of these covenants by judgment or order of the Court shall in no way effect any other covenants which shall remain in full force and effect.