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AMENDED PROTECTIVE COVENANTS RELATING TO THE PLAT OF VALLEY VIEW ESTATES, SPIRIT LAKE, IOWA

WHEREAS, certain Protective Covenants were filed as part of the platting procedure of Valley View Estates, and

WHEREAS, Land Planners, Inc. and Smith and Jones Construction Company are the owners of all lots in Valley View Estates and

WHEREAS, said owners wish to amend the Protective Covenants,

NOW THEREFORE IT IS HEREBY AGREED that the Protective Covenants in the plat of Valley View Estates should hereby be amended to read as follows:

1. Lots One through Eleven, Thirteen through Sixteen and Twenty-six through Thirty-two of the Plat of Valley View Estates shall be known as residential lots and used solely as such and no structures shall be erected which exceed three stories in height plus garages or other usual outbuildings for use in connection therewith. No outbuildings shall be allowed that are susceptible of being occupied for residential purposes and no outbuildings shall be used except in connection with the main residential building. In the event Lot 12 should cease to be used as a recreational lot, it too shall be subject to this and all other protective covenants set out herein.

2. Nothing herein shall be construed to prohibit the construction of multiple dwellings within this plat nor from combining lots or portions of lots for such construction. However, there shall not be more than forty-four (44) dwelling units constructed on the following twenty-three (23) lots, One through Sixteen and Twenty-six through Thirty-two. The maximum capacity of any structure shall be eight units and there shall be no more than two eight-unit buildings constructed on these 23 lots. All other structures on these 23 lots shall be six-plex units or less. This covenant number Two shall not be amended.

3. All garages shall be only used for cars, pickups and storage of small residentially used items. All driveways shall be hard surfaced.

4. No trailer, mobile home, basement, tent, shack, barn, garage or other outbuilding shall at any time be used as a residence, temporarily or permanently nor shall any residence of a temporary nature be permitted. No used building of any nature shall at any time for any purpose be moved onto any lot of the subdivision nor shall any noxious or offensive activity be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, poultry or fowl nor other non-domestic animal shall be kept on any lot. No trucks of larger than 3/4 ton size, shall be maintained, parked overnight or kept overnight for any purposes on the property or in the subdivision.

5. No building shall be erected on any lot at any time unless the location and design is in harmony with existing structures and locations in the subdivision and does not violate any protective covenants.

6. Residents of the subdivision shall provide off-street parking facilities for all vehicles regularly operated within the subdivision.

7. The holding of animals for commercial sale or breeding shall be considered a nuisance within the meaning of these covenants.

8. No signs shall be maintained within the subdivision except For Sale signs used in connection with an attempted sale of a property within the subdivision.

9. Utility tanks for storage of fuel shall be buried.

10. A perpetual easement is reserved over portions of the plat as shown in the plat diagram.

11. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon lots in the land and no refuse pile, junk automobiles or other unsightly objects shall be allowed to be placed or to remain anywhere thereon.

12. These covenants are to run with the land and shall be binding upon all parties and persons claiming thereunder.

13. Lots 10, 19 and 21 shall not be conveyed by any owner subsequent to the developer, Land Planners, Inc. unless structures have been constructed thereon. The purpose and intent of this provision is to insure that any purchaser of said lots be made aware of the storm and sanitary sewer easements located thereon prior to purchase.

14. In the event the parties hereto, their heirs, assigns, or any other owner of lots within Valley View Estates shall violate or attempt to violate any of the covenants or restrictions herein it shall be lawful for any person or persons owning any other lot or lots in said subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or her from doing so or to recover damages or obtain any other legal or equitable remedy available for such violation.

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

SMITH AND JONES CONSTRUCTION COMPANY

LAND PLANNERS, INC.

by _____
Darrel Jones, President

by _____
Darrel Jones, President

by _____
Keith Smith, Secretary

by _____
Keith Smith, Secretary

STATE OF IOWA)
DICKINSON COUNTY) ss:

On this ____ day of _____, 198 , before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Darrel Jones and Keith Smith, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of Smith and Jones Construction Company executing the within and foregoing instrument, that no seal has been procured by Smith and Jones Construction Company; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Darrel Jones and Keith Smith as such officers acknowledge the execution of said instrument to be the voluntary act and deed of Smith and Jones Construction Company, by it and by them voluntarily executed.

Notary Public

STATE OF IOWA)
DICKINSON COUNTY) ss:

On this ____ day of _____, 198 , before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Darrel Jones and Keith Smith, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively of Land Planners, Inc executing the within and foregoing instrument, that no seal has been procured by Land Planners, Inc; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Darrel Jones and Keith Smith as such officers acknowledge the execution of said instrument to be the voluntary act and deed of Land Planners, Inc, by it and by them voluntarily executed.

Notary Public

NULLIFICATION OF DECLARATION OF SUBMISSION
OF LOTS IN VALLEY VIEW ESTATES TO MEMBERSHIP
IN VALLEY VIEW ESTATES LOT OWNERS' ASSOCIATION

Land Planners, Inc. and Smith and Jones Construction Company, being the owners of all lots within the Plat of Valley View Estates and therefore being the only members of Valley View Estates Lot Owners' Association do hereby declare as null and void the DECLARATION OF SUBMISSION OF LOTS IN VALLEY VIEW ESTATES TO MEMBERSHIP IN VALLEY VIEW ESTATES LOT OWNERS' ASSOCIATION which was filed on November 23, 1979 as part of the platting procedure of Valley View Estates such plat being filed in Plat Book 8 page 35 and the platting procedure being recorded in Abstract Book 14, page 141 et seq. all in the records of the Dickinson County Recorder's office.

More specifically, Lot 12 is released from all encumbrances in favor of other lots or lot owners in Valley View Estates or Valley View Lot Owners' Association and all lots and lot owners are released from any obligation for assessments for said lot, all the same as if said Declaration had never been executed or recorded.

SMITH AND JONES CONSTRUCTION COMPANY

LAND PLANNERS, INC.

by _____
Darrel Smith, President

by _____
Darrel Smith, President

by _____
Keith Smith, Secretary

by _____
Keith Smith, Secretary

STATE OF IOWA)
DICKINSON COUNTY) ss:

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5. No building shall be erected on any lot at any time unless the location and design is in harmony with existing structures and locations in the subdivision and does not violate any protective covenants.

EXHIBIT C

Extension of Entry #59, (five pages)

The Lakes National Bank, by
Marvin Simonson, Vice Pres.,
Doug Noble, V.P. & "Cashier

#15 To

Edward L. Hofmeyer, and
Wife, Marguerite L. Hofmeyer.

RELEASE OF MORTGAGE.

Dated May 27, 1981.

Ack'd May 27, 1981.

Filed May 28, 1981, at 9:50 A.M.

Recorded in Mtg. Rec. 76, page 297.

Corporate Seal affixed.

Releases mortgage dated May 14, 1981.

recorded in Mtg. Rec. 76, page 249.

Edward L. Hofmeyer, and Wife,
Marguerite L. Hofmeyer

#16 To

Owners of Certain Lots.

EASEMENT.

Dated Apr. 20, 1976.

Ack'd Apr. 20, 1976.

Filed Apr. 21, 1976, at 10:56 A.M.

Recorded in Misc. Rec. S, page 105.

States that first parties are the
owners of all lots hereinafter de-

scribed, and that they will construct across said lots and operate
a water system to service said lots. That the easements across the
lots will be permanent and run with the land for the benefit of any
titleholder.

Easements include:- An easement 20 feet in width commencing at
a point 10 feet West of the Northeast corner of Lot 35, Block 2, Unit
1; thence Easterly on the North line of Lots 35 and 36, Block 2, Unit
1 to a point 10 feet East of the Northwest corner of Lot 36; thence
South on a line parallel with the West line of Lot 36, Block 2, Unit
1, and Lot 5, Block 4, Unit 1, to a point 10 feet East of the South-
west corner of Lot 5, Block 4, Unit 1, and on the South line of said
Lot; thence West on the South line of Lots 5 and 6, Block 4, Unit 1,
to a point 10 feet West of the Southeast corner of Lot 6, Block 4,
Unit 1; thence North to the point of beginning, all in the Plat of
East Okoboji Beach, Dickinson County, Iowa.

(See photo-copy of Plat attached, marked Exhibit B, and by
reference made a part of this entry.)

In the Matter of Estate

#17 OF

Edward Hofmeyer, Dec'd.

IN THE DISTRICT COURT OF IOWA,
IN AND FOR DICKINSON COUNTY.

In Probate, #8670.

Probate Docket 28, page 280.

Proceedings show:-

LAST WILL AND TESTAMENT. Filed Dec. 5, 1983.

I, Edward Hofmeyer, now of R.F.D. Sheldon, Iowa, being of sound
and disposing mind and memory and being mindful of the uncertainty
of human life, do hereby make, execute and publish the following as
and for my Last Will and Testament, hereby also expressly revoking
any and all last wills by me heretofore made:

Par. 1. I desire that the expenses of my last illness and
funeral be paid as soon as convenient after my death.

Par. 2. In case my beloved wife Marguerite Hofmeyer survives
me, then I give, devise and bequeath unto her my entire estate, be
the same real, personal or mixed, both what I now have and what I