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RESTRICTIVE COVENANTS
PLAT OF HUNTER HILLS, PHASE I
City of Milford, Dickinson County, Iowa

USE OF LOTS. Parcels or lots in said subdivision shall be known and described as residential lots and shall be used solely for single family residential purposes.

STRUCTURE RESTRICTIONS. No building, fence, wall or other structure shall be constructed until the plan and specifications and plot plan, showing the nature, kind, shape, height, materials, floor plan, exterior color scheme and location of such structure and the grading of the lot to be built upon, shall have been submitted to and approved by the Developer in writing. 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.

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. 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. The Developer shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in its 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, 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 on the view from the adjacent or neighboring property.

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 building sites.

BUILDINGS. No single family residential dwelling shall have a floor area of less than eight hundred fifty (850) square feet, exclusive of open porches, basement, breezeways, patio areas or garages; such dwelling or building shall be of new masonry, frame, log, or any other material approved by the Developer. No multi-family units will be allowed.

Construction of accessory buildings must be acceptable to the Developer. Any approved outbuildings must be placed on permanent foundations and must conform to the exterior design and appearance of the principal residence.

Earth sheltered housing shall be prohibited unless approved by the Developer.

Property owners must build permanent garages on their respective lots. All garages must accommodate two (2) automobiles and are to be solely for the use of occupants of the dwelling units.

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 outbuilding or garage for a personal workshop.

All construction must be commenced within six (6) months from the date of approval by the Developer. All exterior construction shall be completed within twelve (12) months from commencement of construction. All lots sold must have dwelling units constructed upon them within five (5) years of date of purchase from Developer.

All dwellings must feature permanent or lifetime type vinyl siding or similar product and metal facia to minimize maintenance. Exterior siding material that requires painting will not be

allowed. Variance from these materials may be approved by the Developer.

EXCAVATED DIRT. 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 Developer.

CARE OF LOTS. Owners of all lots shall at all times keep the same free and clear of all obstructions, rubbish, debris, and obnoxious growth, junk vehicles and other unsightly objects. No boats, campers, trailers, motorcycles, snowmobiles, tent trailers, house trailers, mobile homes, fish houses, or other like vehicles or structures shall be stored or kept upon any lots except when enclosed within a garage or other similar permitted structure. No trucks of larger than one ton size shall be maintained, parked or kept overnight for any purpose on property or streets within the subdivision except for vehicles which are temporarily servicing property in the subdivision.

No outside toilets shall be permitted on the premises. All toilets, bathrooms, and sanitary conveniences shall be connected to the sanitary sewer system. Water, refuse, or garbage shall be disposed of in a manner consistent with governmental regulations and good sanitary practices.

NUISANCES, CONSTRUCTION ACTIVITY. No odors or loud noises shall be permitted to arise or emit from a lot, so as to render such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property.

Normal construction activities and parking in connection with the building of improvements on a lot or parcel shall not be considered a nuisance. Lots and parcels will be kept in a neat and tidy condition during construction periods. Trash and debris shall not be permitted to accumulate, construction materials shall be placed in locations that do not interfere with nor are detrimental to neighboring lots, dwelling units, or common areas. Construction

materials may be placed on lots for construction purposes but may not be stored on a lot for a period of longer than ninety (90) days. After this period construction materials must be installed or removed from the Property.

ANTENNAS. No antenna or other device for the reception or transmission of television, radio signal or any other form of electromagnetic radiation including, without limitation, satellite or microwave dishes, shall be erected, used, or maintained on any lot or parcel without the express written approval from the Developer.

CLOTHES DRYING FACILITIES. No outside clothes line or other outside facilities for drying or airing of clothes shall be erected, placed or maintained on any lot or parcel so as to be visible from neighboring property.

LEASING OF RESIDENTIAL DWELLING UNITS. An entire residential dwelling unit may be leased from time to time by an owner. The lease between the owner and a lessee shall contain a provision that the lessee has received and agrees to be bound by these restrictions.

BUILDING HEIGHT. Building height is to be limited to two stories or two floors above grade. Walk out basements shall be permitted where proper drainage exists.

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 new construction which meets the approval of the Developer. Construction trailers, construction buildings and temporary toilets shall be permitted during construction periods.

No business, trade or commercial activity of any kind will be conducted upon any lot excepting only a one person - one room professional office or service office operated by the lot occupant.

No lot owner or occupant may directly or indirectly permit the use of a lot in such a manner as to become a nuisance or annoyance in the neighborhood.

No tent, trailer, or similar structure may be used as a temporary residence.

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 to the premises upon which it is located, and shall be near the street side of the lot. Entrance monuments and signs pertaining to the subdivision as a whole, or to a common area may be allowed by Developer. Owner identification signs shall be subject to approval of the Developer.

No animals such as but not limited to, horses, cattle, sheep, hogs, goats, poultry or rabbits, shall be permitted upon the premises. This shall not prohibit domestic cats and dogs as pets, provided that there is a limitation of two dogs and two cats per dwelling unit. Such pets shall be 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 dog kennel run may be constructed with dimensions in excess of five (5) feet by twenty (20) feet, it shall be attached to the side or rear of the house and shall not extend more than ten (10) feet beyond the house in any direction and shall be no closer than four (4) feet to any lot line.

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

Lot owners and those under their direction shall not cover, bridge, or otherwise interfere with the existing drainage culverts or ditches without the written approval of the Developer.

Easements for the installation and maintenance of utilities and facilities are dedicated as shown on the recorded plat. Within the easements no structure, walls, or fences or other materials of any type may be constructed, placed, or permitted to remain thereon without written permission by the Developer.

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

No metal yard fences shall be constructed.

No exterior lighting shall be installed and maintained which unreasonably disturbs the occupants of any other lot.

No evaporative or air heating or conditioning units shall be located on or by any structure unless screened by walls or other adequate means in such a manner as to conceal them from view of neighboring lots and streets. Also, all such units, equipment, fixtures, swimming pool filters, water systems, wood piles or storage piles shall be walled in or screened by adequate plantings, walls or other means in such a manner as to conceal them from the view of neighboring lots and streets. No utility tanks for storage of fuel shall be permitted.

No basketball goals or backboards shall be constructed on any lot without written approval of the Developer.

Mailboxes must be located on the street side of each dwelling unit at the location required by the U.S. Postal Service. Mailboxes must conform to the requirement of the U.S. Postal Service, be painted black, and mounted on a steel post or 4 in. x 4 in. wooden post painted black. Any variations from these materials or colors must be approved by the Developer.

DRIVEWAYS AND PARKING. All driveways must be concrete, at least four (4) inches thick and reinforced with wire mesh or fiber added concrete mix. Driveways must adjoin a street and extend from the street to the garage door opening. Width of the driveway must be at least the same width as the garage door opening. Driveways must be installed within six (6) months of completion of dwelling unit.

GARBAGE AND TRASH REMOVAL. Garbage, trash, rubbish and other solid waste must be kept in containers within a garage or other outbuilding. Solid waste may be placed at curbside for collection only in disposable containers such as plastic bags. Permanent containers such as garbage cans shall be permitted at curbside for collection on collection days only. Solid waste shall not be placed at curbside prior to the date of scheduled collection.

ENFORCEMENT. If an owner or occupant fails to comply with the provisions of these Covenants regarding maintenance of lots, 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.

GROSS ANNUAL INCOME DISCLOSURE: CITY OF MILFORD. Owner/occupants of dwelling units agree to answer annual income disclosure surveys from the City of Milford. Hunter Hills, Phase I, has been included in a Tax Increment Financing District. Compliance with this program requires annual income surveys which are used to determine the success of this program.

Hunter Hills has received the assistance of Iowa's Tax Increment Financing program and therefore the Tax Abatement Program is not available.

SANITARY DISTRICT EXPANSION: The Iowa Great Lakes Sanitary District owns undeveloped property East of the present plant site which is south of this Plat. Current Iowa law establishes a minimum separation distance of one thousand (1,000) feet between new or expanded treatment facilities and certain types of private property. As a condition of approval of this Plat, Developer has waived this one thousand (1000) foot requirement.

EXPANSION OF COVENANTS. Developer is the owner of additional real estate located in Section 31, Township 99 North, Range 36 West of the 5th P.M., Dickinson County, Iowa. Developer reserves the right as part of the platting of any portion of this additional property, to provide that these covenants shall be expanded to apply to the additional plat or plats and this Phase I plat as if one plat.

APPLICATION OF COVENANTS. 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.

ENFORCEMENT OF COVENANTS. In the event the parties hereto,

their heirs, assigns or any other owner of lots within Hunter Hills, Phase I 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.

INVALIDATION. Invalidation 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.

AMENDMENT. These covenants can be amended by the owners of seventy-five (75) percent of the lots in this subdivision.

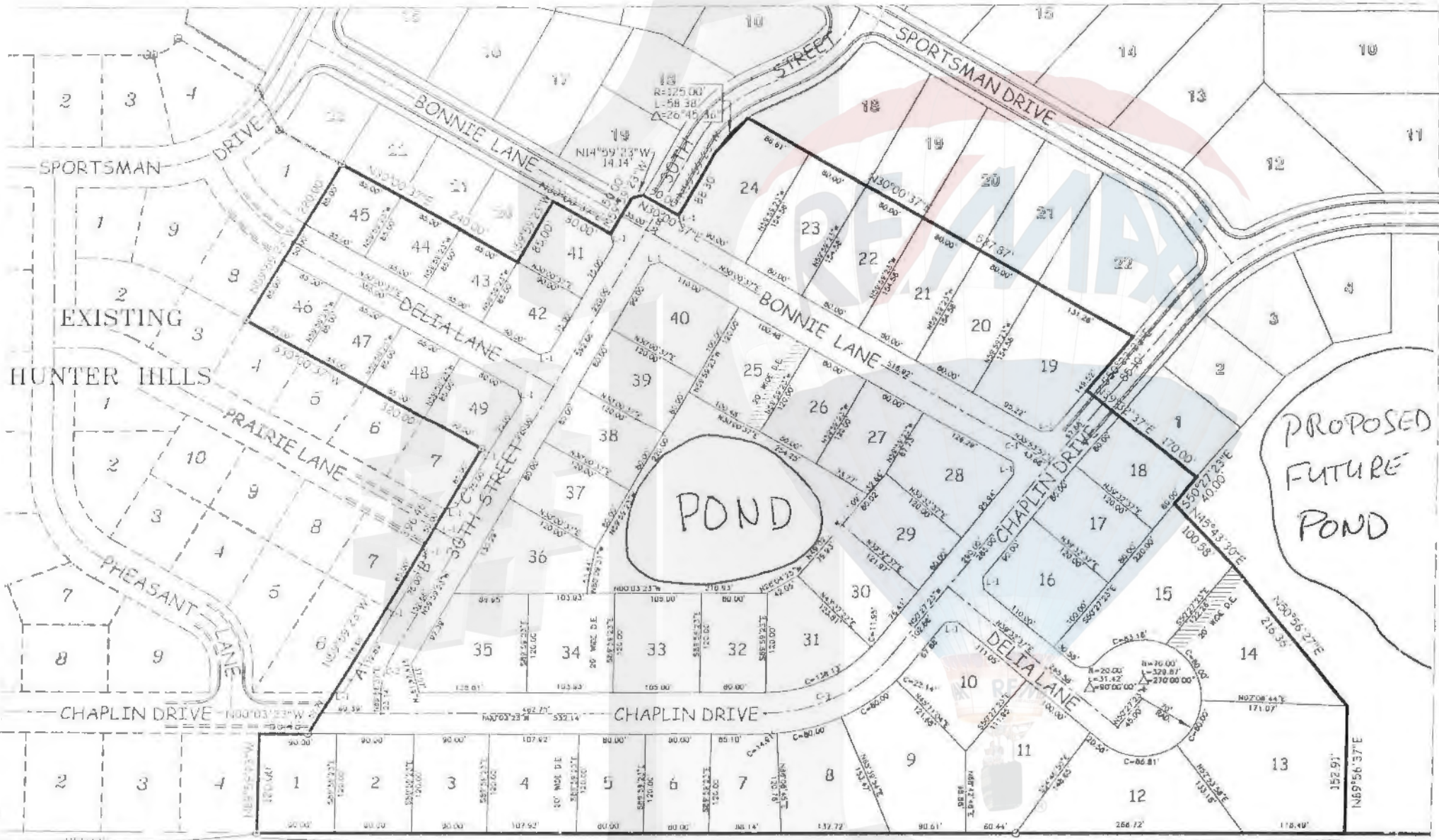
Any amendment must be reduced to writing, signed by the required number of owners and shall be effective upon filing with the Dickinson County Recorder.

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

SUCCESSOR DEVELOPER. 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.

Third Harbor Development, Ltd.
Developer

By Kim Smith, President



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 2659.68'

THE PONDS AT HUNTER HILLS - PHASE I