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**AMENDMENT TO
PLAT OF COUNTRY VIEW ACRES
Dickinson County, Iowa**

RECITALS

The Plat of Country View Acres, Dickinson County, Iowa, was recorded in the office of the Dickinson County Recorder on September 22, 1995, in Book 8, page 555, and in Plat Book 9, page 10. The present owners of all the lots in Country View Acres are as follows:

Lot 1

Jay D. Weaver and Vicki Marie Weaver, husband and wife.

Lots 2, 3, 4, 5, 7,
8, 9, 10, 11 and 12

Arvin J. Schumann and Beverly Jean Schumann, husband and wife.

Lot 6

Arvin J. Schumann and Beverly Jean Schumann, husband and wife, subject to a real estate contract dated November 30, 1995, between Arvin J. Schumann and Beverly Jean Schumann, husband and wife, as Sellers, and Harlan E. Gould and Donna L. Gould, husband and wife, as Buyers, and recorded in the office of the Dickinson County, Iowa, Recorder on November 30, 1995, in Book 138, Town Lot Deeds, page 929.

The owners desire to amend the Protective and Restrictive Covenants contained in the Plat of Country View Acres, Dickinson County, Iowa.

IT IS AGREED as follows:

The Protective and Restrictive Covenants contained in the Plat of Country View Acres, Dickinson County, Iowa, are amended as follows:

Description, Reservation and Ownership of Private Streets.

The private drives (streets) indicated on the Plat of Country View Acres are established and are hereby dedicated and reserved as private streets for the benefit of owners of property in the subdivision and are not dedicated to the public.

The following covenants and agreements shall apply to these private streets, shall be binding upon each owner of property in the subdivision and may be enforced by any property owner in an equity action in the Dickinson County, Iowa District Court.

1. Ownership. The owner or owners of each lot in the subdivision shall be the owners of an undivided one-twelfth (1/12) interest in these private drives jointly with all other owners of lots in the subdivision. A lot owner's undivided interest in these streets may only be transferred or conveyed in conjunction with the transfer or conveyance of a lot in the subdivision. No lot owner shall grant a mortgage or create a lien or encumbrance against said lot owner's undivided joint interest in the private streets. Ownership of the private streets shall not be subject to a partition action.
2. Maintenance. The private streets shall be maintained collectively by the lot owners, for their benefit. In all matters concerning these streets, the owner or owners of each lot shall have one (1) vote (a total of twelve (12) potential votes). The affirmative vote of a majority of the lot owners shall be required to approve action regarding streets. By such majority vote, lot owners may approve actions and expenditures for the maintenance, repair or improvements of the streets.
3. Payment of Street Expenses. Each property owner shall pay, in the same manner as all other property owners, one-twelfth (1/12) of all expenditures approved by a majority vote of the lot owners relating to these streets.

If legal action is commenced to enforce payment of amounts for street purposes pursuant to this dedication, reservation and statement of ownership, the prevailing party shall be entitled to also recover reasonable attorney fees and costs.
4. Transfer to Public Entity. By majority vote, lot owners may transfer or convey the streets, or portions thereof, to a city or county that agrees to accept and maintain the streets as permanent and perpetual public streets.
5. Grant of Easements. Easements over all or a portion of these streets may be granted by majority vote of the lot owners, provided that no such grant of easement shall significantly restrict or impede access for ingress and egress to any lot.
6. Access and Use. All owners of lots in the subdivision shall have joint and equal rights to the enjoyment and use of the platted private streets for access to their respective lots. The streets shall be used and maintained so as to provide substantially equal access and benefit to each improved lot in the subdivision.

Protective and Restrictive Covenants.

The proprietors hereby declare, make and establish the following protective and restrictive covenants, which shall be applicable to all residential lots included in the Plat of Country View Acres, except Lot One (1). These covenants shall run with the land and shall be binding upon all parties and persons who may now own, or who may later become the owner or owners of, any of the residential lots in the Plat of Country View Acres and all parties claiming under them, for a period of twenty (20) years from the date this instrument is recorded, after which time these covenants and restrictions shall automatically extend for successive periods of ten (10) years each, unless prior to the commencement of any ten year period an instrument in writing signed by the owners of a majority of the residential lots in the Plat of Country View Acres has been recorded in the public records of Dickinson County, Iowa, which instrument may agree to change, alter or rescind the covenants or the restrictions in whole or in part.

1. These covenants shall not be applicable to Lot One (1), which has been developed prior to the platting of this subdivision.
2. All buildings constructed in Country View Acres shall be of new construction.
3. Modular homes placed in Country View Acres shall meet uniform building code standards and shall be so certified. No "mobile homes," defined as homes manufactured with provisions for axles, wheels and hitches, shall be permitted in Country View Acres. All homes shall be constructed on permanent perimeter frost-protected foundations.
4. Permitted structures in the subdivision shall be limited to single family residential structures with attached garages and not more than one (1) accessory building per lot.
5. Residence structures shall have a minimum gross main floor area, excluding garages, of not less than 1,350 square feet.
6. Accessory buildings shall not be of a size exceeding a gross floor area of 320 square feet.
7. No lots in Country View Acres shall be subdivided, except for the purpose of creating a larger parcel under common ownership. In the event a larger parcel is so created, each and all of these protective and restrictive covenants shall apply to such larger parcel in the same manner as if the larger parcel were a single platted lot.
8. No inoperable motor vehicles shall be stored on lots in Country View Acres for a period of more than seven (7) days.

9. No shrubs, bushes, trees or other permanent improvements shall be placed within five (5) feet of the boundary of any lot in the subdivision. However, the foregoing provision notwithstanding, fences may be constructed on the boundaries of any lot. No woven wire or barbed wire fences shall be permitted. All fences constructed in Country View Acres shall be wooden, chain link or other typical residential fencing material.
10. A front yard set back of thirty-five (35) feet, a rear yard set back of forty-five (45) feet and a side yard set back of eight (8) feet shall be established and maintained. Lots 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 must have a front yard set back of thirty-five (35) feet from the east-west private drive. Residences constructed on Lots 2, 6, 7 and 11 may front on the north-south private drives, but then must have a front yard set back of thirty-five (35) feet from the north-south private drives in addition to a set back of thirty-five (35) feet from the east-west private drives. Lot 12 must have a front yard set back of thirty-five (35) feet from the north-south private drive.
11. Boats, campers, trailers and other recreational vehicles shall not be parked in the front yard (35 foot set back area).
12. Residences constructed on corner lots which are bounded on two sides by private drives may front either adjacent private drive, subject, however, to the set back requirements contained in paragraph 10 hereof.
13. Subject to the set back requirements contained in paragraph 10 hereof, the front building wall shall be constructed thirty-five (35) feet from the front lot line. Steps, approaches or decks not exceeding six (6) feet in width in dimension parallel to the front wall may project into the front yard. All decks or porches of greater dimension shall be subject to the front yard set back requirement. No improvements shall be constructed within thirty-five (35) feet of the front lot line.
14. Pets shall be kept in enclosed spaces or leashed under the control of any individual, but shall not be tied or tethered and shall not be permitted to run at large.
15. All tanks, including, but not limited to LP tanks, shall be buried and shall also comply with all government rules and regulations.

Attachments.

There is attached hereto, and made a part hereof, the certificate of the Dickinson County Treasurer certifying that the real estate included in said Plat is free from certified taxes and special assessments.

There is attached hereto, and made a part hereof, a certificate of the Dickinson County Planning and Zoning Commission's approval of the Plat of Country View Acres.

There is attached hereto, and made a part hereof, the certified resolution of the Dickinson County Board of Supervisors approving the Plat of Country View Acres.

There is attached hereto, and made a part hereof, the written opinion of Donald J. Hemphill, an attorney at law, that fee simple title to the real estate included in the Plat of Country View Acres is held by the proprietors, Arvin J. Schumann and Beverly Jean Schumann, husband and wife, and Jay D. Weaver and Vicki Marie Weaver, husband and wife, free and clear of all liens, taxes and encumbrances, except easements of record.

There is further attached hereto, and made a part hereof, a Plat of Country View Acres certified by Gary M. Pelisek, Registered Licensed Surveyor, Iowa Registration No. 11422, which Plat shows the lots and easements included in the Plat and the boundaries of the Plat; the monumentation therefor; and the measurements and bearings thereof; and which otherwise complies with the requirements of Chapter 354 of the 1995 Code of Iowa.

Description, Reservation and Ownership of Private Streets.

The private drives (streets) indicated on the Plat of Country View Acres are established and are hereby dedicated and reserved as private streets for the benefit of owners of property in the subdivision and are not dedicated to the public.

The following covenants and agreements shall apply to these private streets, shall be binding upon each owner of property in the subdivision and may be enforced by any property owner in an equity action in the Dickinson County Iowa District Court:

1. **OWNERSHIP.** The owner or owners of each lot in the subdivision shall be the owners of an undivided one-twelfth (1/12) interest in these private drives jointly with all other owners of lots in the subdivision. A lot owner's undivided interest in these streets may only be transferred or conveyed in conjunction with the transfer or conveyance of a lot in the subdivision. No lot owner shall grant a mortgage or create a lien or encumbrance against said lot owner's undivided joint interest in the private streets. Ownership of the private streets shall not be subject to a partition action.
2. **MAINTENANCE.** The private streets shall be maintained collectively by the lot owners, for their benefit. In all matters concerning these streets, the owner or owners of each lot shall have one (1) vote (a total of twelve (12) potential votes). The affirmative vote of a majority of the lot owners shall be required to approve action regarding streets. By such majority vote, lot owners may approve actions and expenditures for the maintenance, repair or improvements of the streets.
3. **PAYMENT OF STREET EXPENSES.** Each property owner shall pay, in the same manner as all other property owners, one-twelfth (1/12) of all expenditures approved by a majority vote of the lot owners relating to these streets.

If legal action is commenced to enforce payment of amounts for street purposes pursuant to this dedication, reservation and statement of ownership, the prevailing party shall be entitled to also recover reasonable attorney fees and costs.
4. **TRANSFER TO PUBLIC ENTITY.** By majority vote, lot owners may transfer or convey the streets, or portions thereof, to a city or county that agrees to accept and maintain the streets as permanent and perpetual public streets.
5. **GRANT OF EASEMENTS.** Easements over all or a portion of these streets may be granted by majority vote of the lot owners, provided that no such grant of easement shall significantly restrict or impede access for ingress and egress to any lot.
6. **ACCESS AND USE.** All owners of lots in the subdivision shall have joint and equal rights to the enjoyment and use of the platted private streets for access to their respective lots. The streets shall be used and maintained so as to provide substantially equal access and benefit to each improved lot in the subdivision.

Protective and Restrictive Covenants.

The Proprietors hereby declare, make and establish the following protective and restrictive covenants, which shall be applicable to all residential lots included in the Plat of Country View Acres, except Lot One (1). These covenants shall run with the land and shall be binding upon all parties and all persons who may now own, or who may later become the owner or owners of, any of the residential lots in the Plat of Country View Acres and all parties claiming under them, for a period of twenty (20) years from the date this Instrument is recorded, after which time these covenants and restrictions shall automatically extend for successive periods of ten (10) years each, unless prior to the commencement of any ten year period an instrument in writing signed by the owners of a majority of the residential lots in the Plat of Country View Acres has been recorded in the public records of Dickinson County, Iowa, which Instrument may agree to change, alter or rescind the covenants the restrictions, in whole or in part.

1. These covenants shall not be applicable to Lot One (1), which has been developed prior to the platting of this subdivision.
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3. Modular homes placed in Country View Acres shall meet uniform building code standards and shall be so certified. No "mobile homes," defined as homes manufactures with provisions for axles, wheels and hitches, shall be permitted in Country View Acres. All homes shall be constructed on permanent perimeter frost-protected foundations.
4. Permitted structures in the subdivision shall be limited to single family residential structures with attached garages and not more than one (1) accessory building per lot.
5. Residence structures shall have a minimum gross main floor area, excluding garages, of not less than 1,350 square feet.
6. Accessory buildings shall not be of a size exceeding a gross floor area of 320 square feet.
7. No lots in Country View Acres shall be subdivided, except for the purpose of creating a larger parcel under common ownership. In the event a larger parcel is so created, each and all of these protective and restrictive covenants shall apply to such larger parcel in the same manner as if the larger parcel were a single platted lot.
8. No inoperable motor vehicles shall be stored on lots in Country View Acres for a period of more than seven (7) days.
9. No buildings and no shrubs, bushes, trees or other permanent improvements shall be placed within five (5) feet of the boundary of any lot in the subdivision. However, the foregoing provision notwithstanding, fences may be constructed on

the boundaries of any lot. No woven wire or barbed wire fences shall be permitted. All fences constructed in Country View Acres shall be wooden, chain link, or other typical residential fencing material.

10. Boats, campers, trailers and other recreational vehicles shall not be parked in the front yard (35 foot setback area).
11. Residences constructed on corner lots which are bounded on two sides by private drives may front on either adjacent private drive.
12. A front yard setback of thirty-five (35) feet shall be established and maintained. The front building wall shall be constructed thirty-five (35) feet from the front lot line. Steps, approaches or decks not exceeding six (6) feet in width in dimension parallel to the front wall may project into the front yard. All decks or porches of greater dimension shall be subject to the front yard set back requirement. No improvements shall be constructed within 35 feet of the front lot line.
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