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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROOKS NORTH

THIS DECLARATION, made on the date hereinafter set forth by River Oaks Land Company, L.L.C. and Michael P. Brown, manager (hereinafter referred to as "Declarants").

WITNESSETH:

WHEREAS, Declarants are the Owners of certain Properties situated in Dickinson County, Iowa, which is more particularly described as:

See legal description attached hereto as Exhibit "A" (hereinafter referred to as the "Properties"); and

WHEREAS, Declarants will convey the said Properties subject to certain protective covenants, conditions, easements, restrictions, reservations, liens and charges as hereinafter set forth.

NOW THEREFORE, Declarants hereby declare that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described Properties or any part thereof and shall inure to the benefit of each Owner thereof.

ARTICLE 1.00 Definitions

Section 1.01 "Association" shall mean and refer to Brooks North Home Owners Association, Inc., its successors and assigns, a non-profit corporation organized pursuant to Chapter 504A of the 2001 Code of Iowa, as amended.

Section 1.02 "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.03 "Common Area" shall mean all real property, including improvements thereon, owned by the Association for the common use and enjoyment of the Members of the Association and real property on which a perpetual easement has been granted to the Association. Common Areas shall include, but not be limited to:

- a. Land designated as "Common Areas," Outlot A and

- b. Land in road right-of-way, including cul-de-sac areas which may be owned or held under a perpetual easement by the Association.

Section 1.04 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision of the Properties, with the exception of the Common Area. In the event any part of the Properties is replatted and a subsequent plat is recorded, then "Lot" shall refer to the numbered Lots shown on such replatting and such subsequent recorded plat.

Section 1.05 "Member" shall mean and refer to every person or entity who holds membership in the Association as provided in the Declaration.

Section 1.06 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having a lien upon the Properties by provision of operation of law.

Section 1.07 "Declarant" shall mean and refer to River Oaks Land Company, L.L.C. and Michael P. Brown, manager; their successors and assigns.

Section 1.08 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions to which the Properties are subject.

Section 1.09 "Developer" or "Developers" shall mean and refer to River Oaks Land Company, L.L.C.

Section 1.10 "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 1.11 "House" shall mean and refer to any building situated on a Lot and designated and intended for use and occupancy as full-time residence by a single family.

Section 1.12 "Guest House" shall mean and refer to any building situated on a Lot and designated and intended for use and occupancy on a part-time basis.

Section 1.13 "Outbuilding" shall mean and refer to any structure or improvements on a Lot other than a House.

Section 1.14 "Utility" shall mean and refer to water, electric, telephone, cable television and gas.

ARTICLE 2.00

Property Subject to This Declaration and Additional Properties

Section 2.01 The Properties. The Properties, as defined above, shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Section 2.02 Additional Lands. The Declarants, their successors and assigns, shall have the right but not the obligation to bring additional properties within the scheme of this Declaration. Such additional properties may be submitted, in whole or in part, to the covenants, conditions and restrictions of this Declaration by the execution and recording in the office of the Recorder of Dickinson County, Iowa, of one or more Supplementary Declarations. Upon the recording of such Supplementary Declaration, all the property described therein shall be subject to all of the terms, conditions and restrictions contained in this Declaration and the Declarants shall convey any Common Areas located therein to the Association. Upon submitting such additional properties, the Owners of the additional property shall have the same rights, obligations and benefits to the Common Areas as the Owners of the existing Properties.

ARTICLE 3.00 Membership

Section 3.01 Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. In the event of a sale of a Lot by real estate contract, the contract vendee shall be the Member for purposes of membership in the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership but shall be entitled to one vote for each lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE 4.00 Voting Rights

Section 4.01 Classes of Membership. The Association shall have two (2) classes of voting membership.

Section 4.02 Class A Members. Class A Members shall be all those Owners as defined in Article 3.00, with the exception of the Declarants. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article 3.00. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 4.03 Class B Members. The Class B Members shall be the Declarants. The Class B Members shall be entitled to three (3) votes for each Lot in which they hold the interest required for membership by Article 3.00, provided that Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

- b. On August 1, 2022.

ARTICLE 5.00
Property Rights

Section 5.01 Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area (subject to any reasonable and non-discriminating rules and regulations which may be enacted by the Association) and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- a. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said Properties, provided that the rights of such mortgagee in such Properties shall be subordinate to the rights of the Owners hereunder;
- b. The right of the Association to suspend the voting rights of and use of the Common Area by a Member for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; provided however, that nothing contained in this paragraph shall be deemed to deny a Member access to or from the Member's Lot;
- c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument is signed by Members entitled to cast a majority of the votes of the Class A membership and a majority of the votes of the Class B membership, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance;
- d. The right and/or obligation of the Declarants to designate, establish, grant, dedicate, install and/or maintain utilities and drainage easements within the Common Areas;
- e. The right of the Declarants and/or such other builders so designated by Declarants to maintain a sales office within a model home, together with access, ingress and egress to and from said model home over the Common Area for Declarants and Declarants' invitees and/or such other builders so designated by Declarants and their invitees in conjunction with their business operated from said sales office;
- f. The right of the Declarants to provide landscaping, outdoor furniture and recreational equipment, signs, decorative structures and necessary appurtenant utilities in the Common Area; and

- g. The rules and regulations promulgated and published by the Association's Board of Directors, the Association's Articles of Incorporation and Bylaws, and those accompanying this Declaration.

Section 5.02 Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or invitees.

Section 5.03 Title to the Common Area. The Declarants hereby covenant for their successors and assigns that they shall convey to the Association, from time to time, the fee title to all Common Areas, free and clear of all mechanic's liens or any liens or encumbrances whatsoever except covenants, easements, conditions and restrictions, whether or not of record or created by this Declaration or granted to Dickinson County. The transfer of title to the Common Areas shall be accomplished on or before the recorded conveyance of the first Lot by Declarants. The Common Area shall not be considered to include Lot A, the City Road Right-of-Way Easement.

Section 5.04 Use of the Common Areas. The Common Areas shall be used strictly in accordance with the provisions of the Declaration and rules and regulations promulgated by the Association. No Owner shall obstruct or interfere whatsoever with the rights and privileges of other Owners or the Association in the Common Areas and nothing shall be planted, altered, constructed upon or removed from the Common Areas except by prior written consent of the Association. If an Owner violates this section, the Association shall have the right to restore the Common Areas to the prior condition and charge and assess the cost thereof against the Owner who violates this section and such cost shall become a special assessment and a lien upon the Lot of such Owner and shall become due and payable upon demand. The Association shall have the same rights and powers to collect the cost of such restoration as provided herein for the collection of delinquent assessments. If an Owner interferes with the rights and privileges of another Owner in the use of the Common Areas, the Association or the offended Owner may commence an action to enjoin such interference and the prevailing party shall be entitled to recover such reasonable attorney's fees as the court may allow, together with all necessary costs and disbursements incurred in connection therewith.

Section 5.05 Duration. The Common Areas shall not be changed and shall continue in perpetuity except by approval of 2/3rds of the membership entitled to vote. However, in the event additional properties are subjected to this Declaration pursuant to Article 2.00, that portion of such additional properties which is designated as Common Areas shall be added to and become part of the Common Areas.

ARTICLE 6.00

Covenant for Maintenance Assessment

Section 6.01 Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each Lot owned within the Properties, hereby covenant, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

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- a. Annual assessments or charges, which shall not be more than \$50 annually through calendar year 2005; and
- b. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to the Owner's successors in title, except as hereinafter provided in Section 6.08.

Section 6.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Owners of the Properties through the maintenance of the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties, and for other purposes specifically provided herein.

Section 6.03 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy special assessments applicable to that year only in any assessment year for the purpose of defraying, in whole or in part, the cost of reconstruction of a described capital improvement upon the Common Area, provided that any such assessment shall have the assent of 2/3rds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.

Section 6.04 Equal Rate of Assessment. Both annual and special assessments shall be fixed at an equal rate for all Lots and may be collected on an annual basis.

Section 6.05 Quorum for Any Action Authorized under Section 6.03. At the first meeting called, as provided in Section 6.03 hereof, the presence at the first meeting of Members or of proxies entitled to cast 60% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 6.03, and the required quorum at any such subsequent meeting shall be 1/2 of the required quorum at the preceding meeting.

Section 6.06 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a Lot to an Owner. No assessment shall be made for calendar years 2002 or 2003. The first annual assessments shall be adjusted according to the number of months remaining in the assessment year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment

period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6.07 Effect of Non-Payment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 1½% per month and the Association may bring an action at law against the Owner or Member personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Any Lot acquired by the Association by the method set out above shall be sold, within a reasonable time, at public or private sale, and any surplus remaining after the payment of all assessments, interest, costs and attorney's fees shall be paid over to the former Owner of said Lot. No Owner or Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 6.08 Subordination of Assessment Lien to Mortgages. If any Lot subject to a lien created by any provision in this Declaration shall be subject to the lien of a first mortgage of record: (i) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such mortgage and (ii) the foreclosure of the lien of such mortgage or the acceptance of a deed in lieu of the foreclosure by the mortgagee shall not operate to affect or impair the assessment lien, except that assessment liens, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of assessments, if any, that have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or deed given in lieu of foreclosure, but subject to assessments liens that have come due subsequent to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure. All assessment liens as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure and have not been paid, shall be deemed to be an expense of the Association, but this shall not derogate the Association's right to collect said sums from the defaulting Owner or Member personally.

Section 6.09 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- a. All property which is dedicated to and accepted by a public authority; and

b. All Common Areas.

Notwithstanding any provisions herein, no land or improvements devoted to a residential use shall be exempt from said assessments, charge or liens.

ARTICLE 7.00
Architectural Control

Section 7.01 Scope of Architectural Control. In order to preserve the general design for the development of the whole of Brooks North as a fine residential community, no House or improvement of any kind, nor any addition thereto or landscaping shall be erected or undertaken upon any Lot unless the plan, design, building materials, exterior color, landscaping plan and location thereof shall have first been approved by the Architectural Control Committee of the Board of Directors. The Board of Directors shall establish an Architectural Control Committee composed of three (3) persons appointed by the Board, all of whom may be Members of the Board. Each committee Member shall serve for a one-year term and no Member of this committee, except the Declarants or their appointees, shall be allowed to serve more than three (3) consecutive terms.

Section 7.02 Approval of Plans. No grading of any Lot, no House, no fence, wall or other structure, and no landscaping shall be commenced, erected, altered or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to the harmony of external design and location in relation to the surrounding homes and topography. A site plan for the entire Lot shall also be submitted for approval at the same time. Any change in appearance or color of any part of the exterior of a House shall be deemed a change thereto and shall require the approval therefor as above provided.

Section 7.03 Procedure. In order to obtain the approval of the Architectural Control Committee, an Owner or Member shall submit a complete set of architectural plans, which plans shall show in sufficient detail the following:

- a. All exterior design elements;
- b. All exterior building materials;
- c. All exterior colors;
- d. Interior square footage and garage space;
- e. Location of all proposed improvements on the Lot; and
- f. All grading details shall be submitted for approval.
- g. A complete site plan for the Lot drawn by a registered engineer.

No approval of the plans shall be given unless the proposed improvement or construction shall meet all of the expressed provisions of this Declaration and shall be in accordance with the spirit and harmony of this Declaration.

The Architectural Control Committee shall make a decision, which shall be in writing and mailed to the last known address or personally delivered to the Owner within fifteen (15) days of the receipt of a complete set of such plans. Failure to approve or disapprove such plans within fifteen (15) days shall be deemed approval.

Section 7.04 Approval of Contractor. As a general rule, a Lot Owner or Member shall be entitled to select the contractor of his or her choice; however, the Architectural Control Committee shall have the right to disapprove any general contractor chosen by the Lot Owner or Member. At the time the plans and specifications referenced in Section 7.02 are submitted the Lot Owner shall also submit the name of the general contractor the Lot Owner wants to use to build the house. The Architectural Control Committee shall advise the Lot Owner of the disapproval of any contractor at the same time it advises the Lot Owner about the approval or disapproval of the proposed plans and specifications. All contractors who are approved must sign a "contractor's agreement" with the Declarants. The Architectural Control Committee shall provide a copy of the contractor's agreement form upon request of the Lot Owner. After approval of the plans and specifications, the contractor and the signing of the "contractor's agreement" by the general contractor, the Architectural Control Committee will issue a letter of approval which the contractor may use to obtain a building permit from the proper Dickinson County authority. If the plans and specifications are approved but the proposed contractor is disapproved, the Architectural Control Committee will not issue a letter which will authorize Dickinson County to issue a building permit. Such a letter will only be issued after the Lot Owner has selected a different general contractor who is approved by the Architectural Control Committee. If a potential Lot Owner has decided upon a particular contractor he or she wants to use before purchasing a Lot, an inquiry should be made of the Architectural Control Committee as to the acceptability of a particular contractor before the Lot purchase is finalized or the use of a particular contractor should be made a condition of the Lot purchase contract.

ARTICLE 8.00

Specific Provisions and Use Restrictions

Section 8.01 Restrictive Covenants of River Oaks. The following restrictive covenants of Brooks North shall be binding upon all present and future Owners of each and every Lot and parcel of ground in said subdivision according to the terms herein specified as covenants running with the land and with the same force and effect as if contained in each subsequent conveyance of said Lots.

1. All Lots described herein shall be known, described and used solely as single-family residential Lots and no structure shall be erected on any residential building Lot except as shall be approved by the Association or except for rights of Declarants as provided herein.

2. No building shall be erected nearer than thirty feet (30') to the front Lot line, thirty-five feet (35') to the rear Lot line and ten feet (10') to the side Lot lines unless a variance is granted by the appropriate Dickinson County board. The front yard depth shall be measured from the right-of-way line and all dimensions shall be measured to the foundation. All Lot area, width and yard requirements are subject to the zoning ordinance and subdivision regulations of the city of Okoboji, Dickinson County, Iowa.

3. For purposes of construction, the front Lot line for Lots 1-11, as used in these restrictions, shall mean that side of the Lot which borders the Brooks Golf Course, the front Lot line for Lots 12-22, as used in these restrictions, shall mean that side of the Lot which fronts on the road area extending into the Lot.

4. No residential Lot shall be re-subdivided. No Lot Owner shall allow access through her or his Lot for other Lot Owners or to another residential development.

5. Every home in this plan shall contain a minimum square feet of finished floor space as outlined below in sections 5.a. through 5.g. Computation of finished floor space shall not include porches, breezeways, garages, attics, cellars or basements. All dwellings shall have a minimum 2-car attached garage.

- a. One-story dwellings must have a ground floor finished area of not less than 1,800 sq.ft.
- b. One and one-half story dwellings must have not less than 1,600 sq.ft. of finished area on the ground floor and a total on the main and second floor of not less than 2,400 sq.ft.
- c. Two-story dwellings must not have less than 1,400 sq.ft. of finished area on the ground floor and a total on the main and second floor of not less than 2,400 sq.ft.
- d. Split-entry dwellings must not have less than 2,400 sq.ft. of finished area, with a minimum square footage of 1,600 sq.ft. on the main floor.
- e. Split-level dwellings must have no less than 2,400 sq.ft. of finished area, with a minimum square footage of 1,600 sq.ft. on the main floor.
- f. All dwelling units must have at least a 2-car attached garage or double basement garage. No detached garages will be permitted.
- g. No building shall be moved onto any Lot.

6. Driveways on all Lots shall be of a concrete or bituminous substance from the hard-surfaced roadway on which the respective Lot fronts.

7. No mobile home or manufactured home, as defined in the Code of Iowa, shall be placed upon or erected on any Lot.

8. No House shall be constructed, altered or maintained on any Lot unless it has a driveway running from a Street to the House, which driveway must be of sufficient area to park at least two (2) automobiles entirely off the street. All driveways shall be constructed of concrete or bituminous surfacing.

9. The exterior of the House located on any Lot shall be constructed to blend with the terrain and compliment each other with like materials of wood, brick, stone, stucco, wood siding, hard board siding or steel siding. The use of natural materials is encouraged as well as soft, earth-tone colors. Roofing shall be wood shakes, wood shingles, at least 190 pound textured asphalt or fiberglass shingles, or slate or tile roof shingles.

10. No exposed tile foundations shall be permitted on any House and all exposed exterior concrete or concrete block wall materials shall be painted in a manner which is harmonious with the environment.

11. No solar collectors or solar panels of any type shall be allowed in the construction of any House, unless the same are approved by the Architectural Control Committee.

12. In order to maintain reasonable control of construction for the benefit and safety of the residents, all construction shall be done under the requirements of the latest edition of the applicable City of Okoboji and Dickinson County codes as they relate to building, mechanical electric and plumbing work.

13. Construction of any improvement on any Lot, including clean up, must be completed within one (1) year from the date it begins. Construction shall be confined to the Lot(s) on which construction is in progress. During construction of any improvements, the Owner shall not suffer or allow building materials to be stored on any Lot for more than fifteen (15) days unless stored within a secured structure.

14. All areas disturbed by construction or utility installation must be sodded or seeded upon the completion of construction at the sole cost and expense of the Lot Owner under whose direction the construction was done. If the disturbed areas are to be seeded rather than sodded, such seeding program must be submitted to and approved by the Architectural Control Committee of the Board of Directors.

15. No exotic animals, livestock or fowl shall be kept or maintained on Lots except customary household pets. If more than two dogs or two cats are kept on any Lot, then indoor kennel facilities shall be provided for said animals and no more than two such animals shall be allowed outside at any one time.

16. The Owner of each Lot, whether vacant or improved, shall maintain such Lot and take all steps necessary to control erosion thereon. If the Owner fails to maintain such Lot or control erosion, the Association shall have the right to do so at the Owner's cost and expense as provided herein.

17. Natural drainage of the Lots shall not be impaired except for that which is reasonably necessary in construction of residential dwellings, but in no event shall it be altered to such an extent that damage is caused to common property or other Lots.

18. Certain drainage easements have been or will be reserved over certain portions of some Lots. Maintenance of all areas encompassed by those easements shall be at the sole cost and expense of the Owner of the Lot over which these easements run.

19. No fences, walls or hedges may be constructed on any Lot without the prior approval of the Architectural Control Committee as herein provided.

20. No commercial kennels shall be allowed in Brooks North.

21. Mail, trash and milk delivery containers shall be subject to approval of the Architectural Control Committee to assure proper appearance in harmony with other such receptacles.

22. No wells may be drilled on any Lot.

23. No obnoxious 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.

24. A perpetual easement is reserved for road purposes as shown and laid out on the final plat of Brooks North as recorded in the office of the Dickinson County, Iowa Recorder, when all improvements are complete.

25. No Lot shall be used for any purpose other than for single-family residential purposes, except for the rights of Declarants and such other persons or entities so designated by Declarants as provided in Section 5.01.f and except that the home office of a physician; dentist; artist; attorney; architect; real estate agent, broker or developer; engineer; teacher or other recognized professional shall be allowed in his or her home provided that: Not more than one assistant shall be regularly employed therein and no colleagues or associates shall use such office; not more than one half of the area of one floor shall be used for such office; and no advertising sign or display shall be permitted, except an indirectly lighted name plate not to exceed two (2) square feet in an area attached flat against the home.

26. No dog run or other outside structure of like nature shall be constructed on any Lot.

27. No chain link fence, snow fence or temporary fence of any kind shall be permitted on any Lot.

28. No swimming pools shall be permitted on any Lot.

29. No tree over eight inches (8") in diameter may be disturbed, removed or destroyed except upon the written approval of the Architectural Control Committee.

30. No tower may be constructed on any Lot; however, antennae and satellite dishes are permissible provided that the same are screened in such a fashion so as not to be visible from the roadways or from any other Lot. No permanent clothesline shall be constructed on any Lot.

31. No building or structure of a temporary character and no trailer, unfinished basement, tent, shack, garage or Outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently.

32. Guest Houses are not permitted.

33. No part of any Lot shall be maintained or allowed to exist in such a manner as to constitute an eyesore, a nuisance or a danger to the health, safety or welfare of any Owner or Member. The Owner or person in possession of each Lot, whether vacant or improved, shall keep the same free of overgrown noxious weeds and debris. Each Owner agrees that after written notice given to such Owner or person in possession by the Association, such noxious overgrown weeds shall be cut and/or such debris shall be removed within fifteen (15) days, failing which the Association may enter upon the property to cut or cause to be cut such weeds or remove or cause to be removed such debris, and shall have a right of action against the Owner of such Lot for the collection of costs thereof.

34. No noxious or offensive activities, including light or noise or smoke not involving the maintenance of Lots or Common Areas, shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood; nor shall any Lot be used for any unlawful purpose; nor shall any Owner cause or suffer or harbor the source of any noise or light or smoke or activity which disturbs the peace, comfort and quiet enjoyment of other Owners or those claiming under or through the Owners.

35. All trash receptacles and garbage cans shall be stored in the garages or approved enclosures on each Lot. This restriction shall not preclude the placement of waste containers outside of such area on a temporary basis if so required by governmental regulation or terms of a contract with a commercial waste collector.

36. Nothing shall be altered in, constructed upon or removed from the Common Areas, except upon written consent of the Board of Directors of the Association, which may be given through regulations of the Association.

37. No boat, snowmobile, recreational vehicle, trailer or other vehicle other than automobiles shall be stored or parked on any Lot unless enclosed in a garage attached to a House. The parking of motor vehicles, trailers, snowmobiles, boats, recreational vehicles and the like for periods of longer than eight (8) hours is not allowed on any street. In the event of violation of this provision, the Association may, after reasonable notice, remove such boat, snowmobile, recreational vehicle, trailer or other vehicle and assess the costs of such removal to the Owner of the Lot.

38. Each Owner shall be responsible for the repair, maintenance and replacement of utility services and lines serving his or her Lot which is not located in the Common Areas.

39. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of property shall be the same as the responsibility for the maintenance and repair of the property concerned.

40. The Board of Directors of the Association shall have the authority to adopt rules and regulations governing the use of Lots and the Common Areas and such rules shall be observed and obeyed by the Owners, Members and their guests, lessees, assigns and licensees.

41. Agents or contractors hired by the Board of Directors of the Association may enter any Lot when necessary in connection with any maintenance, landscaping or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the Owners or Members as practicable.

42. Neither the Owners, the Members, the Association nor the use of the Common Area shall interfere with the completion of the contemplated improvements and the sale of the Lots by the Declarants. The Declarants may make such use of the unsold Lots and the Common Areas as may facilitate such completion and sale, including but not limited to the maintenance of sales office, model home(s), the showing of the property and the display of signs.

43. Failure of the Association or any Owner or Member to enforce any covenant, condition or restriction of this Declaration, the Articles of Incorporation or Bylaws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

44. If any Member of the Association or their successors, heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other Lot or Lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other relief for such violation, including reasonable attorney's fees.

45. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

46. The above and foregoing restrictive covenants and restrictions are for the mutual benefit of all persons who shall acquire any of the Lots in this subdivision.

Section 8.02 Restriction during Construction. All construction operations shall be confined to the Lot(s) on which construction is in progress.

Section 8.03 Utility Service. At the proper time as required to coincide with House construction operations, the Developer will arrange for the extension of underground electric

service, natural gas, cable television service, water service and telephone service to the front of each Lot. The Lot Owner shall make all required payments for temporary and permanent service connections and permanent underground installation to the construction. Developer is not required to provide natural gas service or cable television service to the Properties or to any Lot.

Section 8.04 Suppression of Nuisances. The Association shall have the right, power and authority to establish reasonable rules and regulations for the prevention and suppression of nuisances.

Section 8.05 Method of Recording Lot Transfer. The transfer of Lots from Developer to Owner at time of purchase shall be by reference to the recorded plat of Brooks North. The plat itself is in the nature of a deed and it shall be used to settle the property interests of all parties concerned.

Section 8.06 More Restrictive Regulation to Prevail. In the event of a conflict between these protective Covenants, Conditions and Restrictions and any zoning law, ordinance or regulation, the more restrictive shall prevail.

ARTICLE 9.00

Property Subject to This Declaration and Additional Properties

Section 9.01 The Properties. The Properties, as defined above, shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Section 9.02 Additions to Brooks North. Such other additional property as may be added to Brooks North at the discretion of Declarants shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

ARTICLE 10.00

Declarants' Rights

Section 10.01 Declarants reserve the right to use any of the Lots as models and to sell, assign or conduct other businesses in connection with the construction and development of the project from any of such Lots prior to their being sold. This reservation of right or privilege in Declarants includes but is not limited to the right to maintain models, erect signs, maintain an office, staff the office with employees and to show Lots then unsold. Declarants retain the right to be considered Owners of any Lot that remains unsold.

ARTICLE 11.00

Maintenance

Section 11.01 Association's Right to Maintain. In addition to maintenance upon the Common Areas, the Association shall have the right to maintain and repair any Lot or House that, in the opinion of the Board of Directors of the Association, is not being adequately maintained by the Owner thereof, and the costs thereof shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the assessment for

which such Lot is subject under Article 6.00 hereof. As a part of such assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article 6.00 above.

Section 11.02 Obligation to Maintain Common Areas. The Declarants have made an arrangement with the ownership of the Brooks Golf Club for the maintenance of all common areas of Brooks North. Brooks Golf Club has assumed responsibility for the care and maintenance of all common areas of Brooks North in conformance with the standards set forth in this Declaration. However, Brooks Golf Club shall not be responsible for the cost of any plantings (trees, shrubs, bushes or the like), which must be replaced after December 31, 2007. Brooks Golf Club will provide the physical labor to do any replanting but the costs of the planting shall be paid by the Association, which shall allocate the cost through the annual assessment.

- a. Remove snow from the private roadways which form part of the Common Areas in such a manner as to allow reasonable access to the Lots;
- b. Maintain, including mowing, the Common Areas, including any roadway ditch, bank or shoulder thereon;
- c. Maintain all Common Area utilities; and
- d. Such other reasonable and necessary maintenance duties as are required to preserve the high quality of the Properties and Common Area.

Section 11.03 Responsibility for Willful or Negligent Act. In the event the need for maintenance or repair to the Common Areas or improvements located thereon is caused through the willful or negligent act of an Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessments to which such Owner is subject.

ARTICLE 12.00 Easements and Encroachments

Section 12.01 Drainage and Utility Easements. As noted on the plat, Declarants have reserved certain areas of the Lots and Common Areas for drainage easements. In doing so, it is the intention of Declarants to provide the needed flexibility to themselves, for the benefit of all Lots and Owners, to allow to be maintained all proper drainage to and for the various Lots. No other improvements or permanent structures (excluding walkways, driveways and fences) shall be placed within such easements and any improvements so installed shall be and are expressly subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of Declarants and the Association to provide for and maintain appropriate drainage.

Section 12.02 Easement for Emergency Purposes. An easement is hereby dedicated and granted to any governmental subdivision having jurisdiction for use in the case of an emergency

by emergency vehicles such as fire trucks, police cars, ambulances, etc., and emergency personnel, public and private, over and upon the Common Areas.

Section 12.03 Easement for Signs. Declarants reserve unto themselves for so long as they own any Lot, the right and easement to erect and maintain identification and "For Sale" signs within the Properties, including any Common Areas as Declarants deem reasonably necessary.

Section 12.04 Easement for Ingress and Egress. Each and every Owner shall have a right of ingress and egress over that portion of the Common Areas which is designated and improved as roadway. Nothing shall be done by any Owner or the Association which will impair, impede or restrict the right of access over the Common Areas to any Lot (other than temporarily for repair purposes).

Section 12.05 Easement for Driveway. For the benefit of each Lot, each Owner is hereby granted an easement over that portion of the Common Areas designated as roadways for the purpose of constructing a driveway from the paved portion of the roadway as located in the Common Areas from time to time to the property line of the Lot. The obligation for maintenance, repair and replacement of the driveway placed in such Common Areas shall be exclusively that of the Owner. Further, each Owner shall have a right to place a mailbox in the Common Areas adjacent to each such Lot.

Section 12.06 Additional Easement Rights. For the benefit of all Lots and Owners, Declarants reserve unto themselves an easement and full right, title and authority to re locate, alter or otherwise leave the location of any drainage and utility easement and to grant such further easements, licenses and right-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarants may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within any Lot or Lots or any portion of the Common Areas. Declarants further reserve the right to more specifically describe or to change the description of any such drainage and utility easement, or other easement, license or right-of-way by written instrument, amended plat or amendment to the plat recorded in the Office of the Recorder of Dickinson County, Iowa. Any Owner of any Lot shall take title subject to the rights and easements reserved herein; provided however, the rights reserved in this section shall not be exercised in a manner which unreasonably and adversely affects any Lot or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress or egress to any Lot. The rights and easements reserved by Declarants in this section shall run with the land.

Section 12.07 Easement for Adjoining Property. Declarants reserve unto themselves the right to grant such further easements, licenses and right-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarants may deem necessary or appropriate, for ingress, egress and similar purposes on or within the Common Areas included in Brooks North to the Owners of any property adjoining Brooks North; subject however, to the adjoining property Owners covenanting and agreeing to pay to the Brooks North Home Owners Association, Inc.:

- a. Annual assessment or charges; and

- b. Special assessment for capital improvements, such assessments to be fixed, established and collected from time to time by the Brooks North Home Owners Association, Inc. in proportion to the use of the easement, license or right-of-way by the adjoining property Owners.

SECTION 13.00
General Provisions

Section 13.01 Enforcement. The Association, Developer or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner and/or Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

Section 13.02 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 13.03 Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns until August 1, 2022, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than 80% of the votes of the Members voting at a meeting duly called for purposes of such amendment.

Section 13.04 Notices. Any notice required to be sent to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post-paid, to the last known address of the Owner or Member.

IN WITNESS WHEREOF, the undersigned, being the Declarants, set their hands this _____ day of _____, 2002.

RIVER OAKS LAND COMPANY, L.L.C.

By _____
Michael P. Brown, Manager