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COVENANTS AND RESTRICTIONS  
D & W PARTNERSHIP  
MILFORD, IOWA

Introduction

The covenants and restrictions for the D & W Development are provided to insure proper use and appropriate development and improvements of each building site and protect the owners of the building sites against improper use of surrounding building sites as it will depreciate the value of their property.

D & W Partnership property located in Dickinson County immediately southwest of Milford, Iowa is developed to assist the commercial/industrial development in the Iowa Great Lakes "corridor" area. Land purchased is to be used for development and building construction shall begin within 24 months of purchase date.

D & W Partnership has provided no water and sewer to sites per Dickinson County or city of Milford specifications. Installation of the water and sewer to the building(s) is the responsibility of the purchaser and should be completed only after approval by Dickinson County.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure or other buildings shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility liens or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements in such easement shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

Utility services to sites in the D & W Development will be installed underground. Lot sites may be altered only with the approval of the D & W Partnership Association.

Section One - Permitted Uses of the Property

The D & W Development property is developed as a planned park. Storage and business shall be performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to other lots or property, such as, but not limited to vibration, sound, electromechanical disturbances, electromagnetic disturbances, radiation, air or water pollution, dust or emission or odorous toxic, or nontoxic matter, nor create a potential for explosion or other hazard. Certain activities which cannot be carried on within a building may be permitted, provided that the activity is screened so as not to be visible from neighboring properties and streets.

Examples of permitted uses are:

1. Offices, storage and similar facilities.
2. Warehouses or distribution centers within enclosed structures.

### Section Two - Prohibited Use of Property

The following operations and uses shall not be permitted on any property:

1. Residential use of any kind.
2. Trailer courts or recreational vehicle campground.
3. Junk yards/salvage yards.
4. Drilling for and removing oil, gas, or other hydrocarbon substances.
5. Refining of petroleum or its products.
6. Distillation of bones.
7. Dumping, disposal, incineration or reproduction of garbage, sewage, oil, dead animals, or refuse.
8. Fat rendering.
9. Stockyard or slaughter of animals.
10. Cemeteries.
11. Activity that causes dust, vibration, air noise/water pollution, emission of odorous, toxic, or non-toxic matter, nor create a potential for explosion.
12. Mining.
13. Manufacturing.

### Section Three - General Site Development Standards

#### Coverage

Not more than 80% of the parcel may be covered by buildings, parking lots, or impervious surface. The remaining 20% must be pervious, landscaped area.

### Setbacks

All setbacks will be in accordance with the Dickinson County Zoning Ordinance. No fences will be placed in front, side, or rear setback areas.

Where two or more continuous lots within the subdivision are under common ownership, side yard requirements are waived with respect to the interior lot lines.

### Outside Storage

Storage tanks, like equipment, and finished products or raw materials shall be properly screened. Access to outside storage shall be paved.

### Signs

There may be one sign for each major occupant with the area oriented to the major entrance of the building. No one sign shall exceed 160 square feet in area.

Temporary signs, during construction phase of the project, are permitted. These signs must be removed from the site 30 days after substantial completion of the project.

### Building Structure

All buildings shall be a minimum 2,000 square feet. Building plans must be reviewed and accepted by the D & W Development Association Design Review Committee

### Exterior Lighting

Electric service to exterior lighting shall be underground. All lighting installations shall be oriented such that glare directed onto adjacent properties, including streets and neighboring tenants lots is minimized. Each building shall have night security lights.

### Dumping Waste Refuse Removal

All refuse containers shall be screened from the public and not located between the front of a building and any adjacent street, road or highway. On site dumping of material, containers, or by-products of a business is forbidden. It is the responsibility of the owner to arrange for proper disposal.

### Condition of the Property

The owner shall keep the site and building, improvements and appurtenances safe, clean and in wholesome condition at the owner's expense. No building shall be moved onto the property without the approval of D & W Development. All site grading and drainage

shall be in accordance with D & W Development Association's pre-approved site plans. Each building shall have rain gutters.

#### Section Four - Review and Approval

Building site and landscaping plans shall be submitted for review to the D & W Design Committee. All plans and specifications for construction and placement of buildings upon lot and parcel sites must first be presented to said committee and meet with its approval before any work on the lot or parcel relating to said construction shall be started. A copy of said plans as finally approved shall remain in said committee's possession. In the event said committee or its designated representative fails to approve or disapprove such plans, specification and other matters hereinbefore provided within thirty (30) days after said plans and specifications have been submitted to said committee, this covenant will be deemed to have been fully complied with. Time of submission of said plans and specifications commences to run upon the date the applicant deposits said plans and specifications in the mail at a U.S. Post Office with the proper amount of postage affixed certified mail return receipt mailed to D & W Development, Highway 71, Box 268, Milford, Iowa 51351. Decisions of the committee shall be final and no lot or parcel owner or other parties shall have recourse for money damages against the committee for its refusal to approve any such plans and specifications. Decisions of the committee may be reviewed by an action before the Dickinson County District Court brought within 30 days of the committee's final decision. Until all the lots in said subdivision are sold, the developer shall be the Design Committee. Thereafter, the Design Committee shall consist of three members elected by the owners of the lots in said subdivision. At the first election, the owner with the most votes shall serve for three (3) years, the owner with the second most votes shall serve two (2) years, and the owner with the last votes shall serve one (1) year. Thereafter, the Design Committee shall consist of three (3) of said parcel owners elected in said staggered basis by a vote of said parcel owners. Each parcel shall have one (1) vote in said election.

All construction must be commenced within six (6) months from the date of approval by the Design Committee. All exterior construction shall be completed within twelve (12) months from commencement of construction. The construction periods can be extended upon showing of good cause by the Design Committee.

#### Section Five - Waiver

Neither the D & W Development Association nor its successors or assigns shall be liable to any owner or occupant of the subject property by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of this declaration. Every owner or occupant of any of said property by acquiring its interest therein agrees that it will not bring any action or suit against declarant to recover any such damages or to seek equitable relief because of same.



### Section Six - Variances

The D & W Development Association may grant the owner a variance from these covenants as long as the general purpose of the covenants is maintained. Any variance granted from the provision of these covenants shall only be applicable to the specific site and conditions for which the variance was granted and shall in no respect constitute a change in or affect the terms or conditions set out in the standards as same apply to other sites or conditions.

### Section Seven - Duration

All covenants, conditions, restrictions and agreements herein contained are made for the direct, mutual and reciprocal benefit of each and every lot of the subject property; shall create mutual equitable servitude upon each lot in favor of every other lot; shall create reciprocal rights and obligations between respective owners and occupants of all lots and privity of contract and estate between all grantees of said lots, their heirs, successors and assigns; and shall, as to the owner and occupant of each lot, his heirs, successors, and assigns, operate as covenants running with the land, for the benefit of all other lots, except as provided otherwise herein.

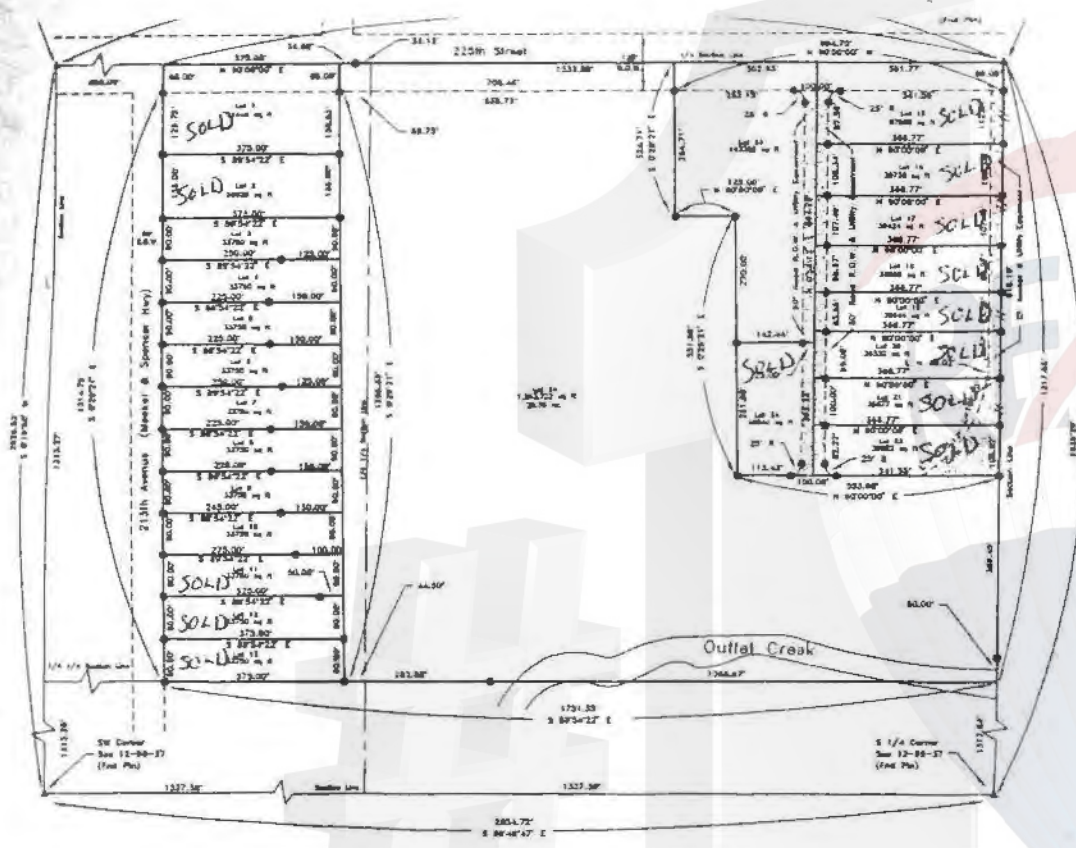
### Section Eight - Enforceability

These covenants may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages and such proceeding may be maintained by any owner of a lot within the subdivision.

All questions regarding interpretation of these covenants and restrictions shall be governed by laws of the state of Iowa or Dickinson County.

### Section Nine - Separability

Each of the covenants and restrictions contained herein shall be considered to be an independent and separate covenant and agreement. In the event any one or more of such covenants or restrictions shall be invalidated by judgment or Court Order, all remaining covenants and restrictions shall nevertheless remain in full force and effect. Amendments to these covenants can be made only upon recommendations or D & W Development Association, with 100 percent approval of all lot owners.



Mid Pond (also known as Lot 8, of Okoboji Mills Irregular Survey) and that pt. 1 of the Northwest Quarter of the Southwest Quarter (NW 1/4, SW 1/4) lying East of the Meeker and Spencer Highway, all in Section 12, Township 98 North, Range 37 West of the 5th P.M., Dickinson County, IA.

said property is more specifically described as:

That part of the North One-Half of the Southwest Quarter (N 1/2 SW 1/4) of Section 12, Township 98 North, Range 37 West of the 5th P.M., Dickinson County, IA;

described as COMMENCING at the Center of said Section 12, said point also being the POINT OF BEGINNING,

thence North 90°00'00" West 1775.69 feet along the North side of the North One-Half of the Southwest Quarter (N 1/2 SW 1/4) of said Section 12;

thence South 0°29'21" East 1314.75 feet,

thence South 89°54'22" East 1751.35 feet along the South side of the North One-Half of the Southwest Quarter (N 1/2 SW 1/4) of said Section 12;

thence North 0°34'15" East 1317.65 feet along the East side of the North One-Half of the Southwest Quarter (N 1/2 SW 1/4) of said Section 12 to the POINT OF BEGINNING.

said parcel contains approximately 53.28 acres and is subject to road right-of-way and other easements of record.

The North line of the Southwest Quarter was assumed to bear North 90°00'00" West

**Proposed Zoning - "M1" Heavy Industrial**

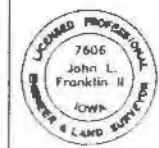
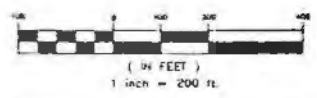
- Minimum Lot Area = 10000 sq ft
- Minimum Lot Width = 75 feet
- Minimum Front Yard = 50 feet
- Minimum Side Yard = 12 feet
- Minimum Rear Yard = 25 feet

**Centerline Curve Data**

- Curve #1
- R = 283.00'
- T = 168.63'
- L = 304.15'
- LC = 289.72'
- D = 20.25'
- Δ = 61.58'

**Owner/Developer**  
D & W Development, Inc.  
Hwy 71  
Box 268  
Miford IA 51351

**Engineer/Surveyor**  
John Franklin Engineering  
1801 Hill Avenue P.O. Box 292  
Spirit Lake IA 51360



I hereby certify that the engineering/land surveying described was prepared by me or under my direct personal supervision and the required survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer and Land Surveyor under the laws of the State of Iowa.

86222 John L. Franklin II, P.E./L.S.  
License Number 1804  
No registration is required (Commenced 21, 1966)  
Pages or Sheets covered by this seal

- Found Stubbed Corner
- Found Steel Pipe
- Set 3/8" P Copied as-rod of 07600 (Franklin) cap