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DRIFTWOOD DWELLINGS PROTECTIVE COVENANTS

The following protective covenants shall run with the land and be binding upon the owners of lots in Driftwood Dwellings, Dickinson County, Iowa, their heirs, successors and assigns:

1. These Protective Covenants shall apply to all lots.

2. All lots shall be single family residential lots and used solely as such, with no structures erected that exceed two (2) stories in height plus basement. All garages shall be at least two car garages and shall not be located closer than thirty (30) feet from the street. No single family residential dwelling shall have a floor area of less than twelve hundred (1200) square feet, exclusive of open porches, basement, breezeways, patio areas, or garages. In the case of one and one-half and two story structures the ground floor square footage shall not be less than one thousand (1,000) square feet exclusive of garage, porches, basement and breezeways. A split entry structure shall be considered a two-story structure without a basement and subject to the provisions concerning two story structures above. All dwellings shall have a minimum interior wall height of not less than eight (8) feet. All dwellings shall be of new masonry, frame, log or any other material approved by the proprietor of Driftwood Dwellings, with the roof pitch on all dwellings to be no less than 4/12. Excavated dirt from basements and building areas shall be removed from the lot unless the retention is used for back fill and spread on the lot.

No outbuildings shall be allowed that are susceptible of being occupied for residential purposes and no outbuildings shall be used except in connection with the main residential building.

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

3. All garages shall be used only for cars, pickups, motor homes, boats and storage of small residentially used items. Nothing shall be stored in garages that would prevent the garage door(s) from fully closing to conceal all contents.

4. No trailer, trailer house, mobile home, double-wide

mobile home, basement home, tent, shack, barn or similar structure may be placed or erected upon a lot at any time nor may a residence of a temporary nature be permitted. No used building of any kind may be moved to or erected upon any lot or part thereof.

No dog kennel run may be constructed with dimensions in excess of five (5) feet by twenty (20) feet, with any such run to be attached to the house and not extending more than ten (10) feet beyond the house in any direction.

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 general landscaping plan of the subdivision.

No wall or fence of any kind whatsoever shall be constructed on a lot until the height, type, design and location thereof shall have been approved in writing by the proprietor of Driftwood Dwellings.

No exterior lighting shall be installed and maintained so as to unreasonably disturb the owner of any other lot.

5. No structure shall be built on any lot unless the building setback lines as shown on the recorded plat are observed or unless a variance is obtained. No building shall be erected upon any lot at any time unless the location and design is in harmony with existing structures and locations. In furtherance of this objective, the proprietors of this plat, David A. Wells and Diane K. Wells, reserve the right to approve the location and design of any structure prior to construction and placement. Building plans must first be presented to the proprietors and meet with their approval before any construction is commenced.

Easements for the installation and maintenance of utilities and facilities are dedicated by the proprietors as shown on the recorded plat. Within these easements no structure, walls, fences or other materials of any type may be constructed, placed or permitted to remain.

6. All lots shall be connected to all utilities at the time of improvement of the lot with all utilities to be buried. No

overhead lines, or above ground fuel tanks shall be allowed on any lots within the plat.

7. No lot may be subdivided into smaller building lots and no dwelling may be built upon a lot or portion thereof containing less square footage than the originally platted lot.

8. Owners of all lots shall at all times keep the same free and clear from all obstructions, debris, obnoxious growth or other unsightly objects.

9. The exterior portions of all construction, including driveways and parking areas, shall be completed within one (1) year of the date of beginning construction. Building shall begin within six (6) months of plan approval. No outside toilets shall be permitted on the premises, except temporary outside toilets for use during construction. No advertising or bill boards shall be permitted on any lot except for a "For Sale" sign no larger than five (5) square feet in area which shall pertain only to the premises upon which it is located and such signs shall be limited to no more than two (2) in number.

10. No animals shall be permitted except domestic cats and dogs shall be allowed provided there are no more than two (2) dogs and two (2) cats per dwelling unit, and provided they are confined upon the premises and not permitted to roam at large beyond the limits of the owner's property.

11. These covenants shall run with the land and be binding upon all lot owners, their successors and assigns. A purchaser of any lot or any person acquiring an interest in any lot by acceptance of said interest agrees to comply with and be bound by these covenants.

12. In the event the parties hereto, their heirs, assigns or any other owner of lots within Driftwood Dwellings, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lot or lots in said subdivision to proceed at law or in equity against a person or persons violating or attempting to violate any such covenant or restriction and either prevent him or her from doing so

or to recover damages, or both, or obtain any other legal or equitable remedy available for such violation, including reasonable attorney fees.

13. Invalidation of any one of these covenants shall not affect any of the other provisions which shall remain in full force and effect.

14. Duration of Covenants: The covenants and restrictions of this Declaration shall run with the land and be binding upon all lot owners for a term of twenty-one (21) years from the date of the conveyance of the first lot in the plat, after which time said covenants and restrictions may be extended in accordance with Iowa law. This Declaration may be amended only by an instrument signed by the owners of not less than seventy-five (75) percent of the lots and any such amendment must be recorded in order to be effective.

15. Home Owners' Association: Following sale of eighty (80) percent of the lots in the subdivision a Home Owners' Association may be formed. Rights and responsibilities of the proprietors, David A. Wells and Diane K. Wells, will then transfer to such Home Owners' Association or, in the event no Home Owners' Association is formed, to the lot owners individually.

Dated this 24 day of September, 1996.

David A. Wells
David A. Wells

Diane K. Wells
Diane K. Wells



STATE OF IOWA, DICKINSON COUNTY, ss:

On this 24th day of September, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared David A. Wells and Diane K. Wells, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

David C. Larson
Notary Public
David C. Larson
My Commission Expires March 1, 1998

Recorder's Note:

See Misc. Book 9 Page 847 #96-5170

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AMENDMENT TO PROTECTIVE COVENANTS OF DRIFTWOOD DWELLINGS

JAN BORTSCHERER RECORDER SICKLINGTON COUNTY, IOWA

This is an amendment to the protective covenants of the Plat of Driftwood Dwellings.

The undersigned are lot owners of no less than 75% of the lots in the subdivision known as Driftwood Dwellings.

The purpose of this amendment is to place in a homeowners association the rights and responsibilities of the proprietors as the same relate to the approval of buildings and structures to be placed on lots situated in the Plat of Driftwood Dwellings. To this end, the following amendment to the protective covenants is hereby approved by the undersigned:

1. Paragraph 5 of the original protective covenants dated September 24, 1996 is deleted, and in lieu thereof the following is substituted:

"5. No structure shall be built on any lot unless the building setback lines as shown on the recorded plat are observed or unless a variance is obtained. No building shall be erected upon any lot at any time unless the location and design is first approved by a homeowners association. Such approval must be obtained by no less than 75% of the lots in the plat. Building plans must first be presented to the homeowners association and meet the approval of at least 75% of the owners of said lots before construction is commenced."

2. Paragraph 15 of the September 24, 1996 original protective covenants is deleted, and in lieu thereof the following is substituted:

"15. Homeowners Association: Following sale of 75% of the lots in the subdivision, a homeowners association may be formed. The rights and responsibilities of the proprietors, David A. Wells and Diane K. Wells, will then transfer to said homeowners association, or in the event no homeowners association is formed, to lot owners individually."

3. All other provisions of the original protective covenants dated September 24, 1996 not expressly and specifically displaced and superseded by this amendment shall remain in full force and effect.

Dated this 13th day of August, 2004.

Anne M. McCormick

Charles Reed

William D. Lallathin

Melanie J. Lallathin

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Deborah S. Grieves
Deborah S. Grieves

Karen M. Sedlacek
Karen M. Sedlacek

Cheryl M. Kidd
Cheryl M. Kidd

Timothy S. Grieves
Timothy S. Grieves

Daniel I. Sedlacek
Daniel I. Sedlacek

Michael V. Kidd
Michael V. Kidd

STATE OF IOWA :
: SS.
Dickinson COUNTY :

On this 13th day of August, 2004, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Anne M. McCormick and Charles Reed, to me known to be the identical persons named herein and who acknowledged that they executed the foregoing as their voluntary act and deed.

Michael J. Chozen
NOTARY PUBLIC, STATE OF IOWA

STATE OF IOWA :
: SS.
Dickinson COUNTY :



On this 13th day of August, 2004, before me, the undersigned, a Notary Public in and for said county and state, personally appeared William D. Lallathin and Melanie J. Lallathin, to me known to be the identical persons named herein and who acknowledged that they executed the foregoing as their voluntary act and deed.



[Signature]
NOTARY PUBLIC, STATE OF IOWA

STATE OF IOWA :
: SS.
Dickinson COUNTY :

On this 13th day of August, 2004, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Deborah S. Grieves and

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Timothy S. Grieves, to me known to be the identical persons named herein and who acknowledged that they executed the foregoing as their voluntary act and deed.



[Signature]
NOTARY PUBLIC, STATE OF IOWA

STATE OF IOWA :
: SS.
Dickinson COUNTY :

On this 13th day of August, 2004, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Karen M. Sedlacek and Daniel I. Sedlacek, to me known to be the identical persons named herein and who acknowledged that they executed the foregoing as their voluntary act and deed.

[Signature]
NOTARY PUBLIC, STATE OF IOWA

STATE OF IOWA :
: SS.
Dickinson COUNTY :



On this 13th day of August, 2004, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Cheryl M. Kidd and Michael V. Kidd, to me known to be the identical persons named herein and who acknowledged that they executed the foregoing as their voluntary act and deed.



[Signature]
NOTARY PUBLIC, STATE OF IOWA

STATE OF IOWA :
: SS.
_____ COUNTY :

On this _____ day of _____, 2004, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, to me known to be the identical persons named herein and who acknowledged that they executed the foregoing as their voluntary act and deed.

NOTARY PUBLIC, STATE OF IOWA