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**FEHRWAY ESTATES, LTD.  
PROTECTIVE COVENANTS**

The following protective covenants shall run with the land and be binding upon the owners of lots in Fehrway Estates, Ltd., their heirs, successors and assigns:

1. These Protective Covenants shall apply to all lots except Lot 15 which shall not be affected hereby.

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). All dwellings shall be of new masonry, frame, log or any other material approved by the proprietor of Fehrway Estates, Ltd., 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



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 proprietor of this plat, Fehrway Estates, Ltd., reserves the right to approve the location and design of any structure prior to construction and placement. Building plans must first be presented to the proprietor and meet with its approval before any construction is commenced.

Easements for the installation and maintenance of utilities and facilities are dedicated by proprietor 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. 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 Fehrway Estates, Ltd., 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.

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 Fehrway Estates, Ltd., 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 26<sup>E</sup> day of December, 1995.

FEHRWAY ESTATES, LTD.

By: Gerald K. Fehr  
Gerald K. Fehr, President

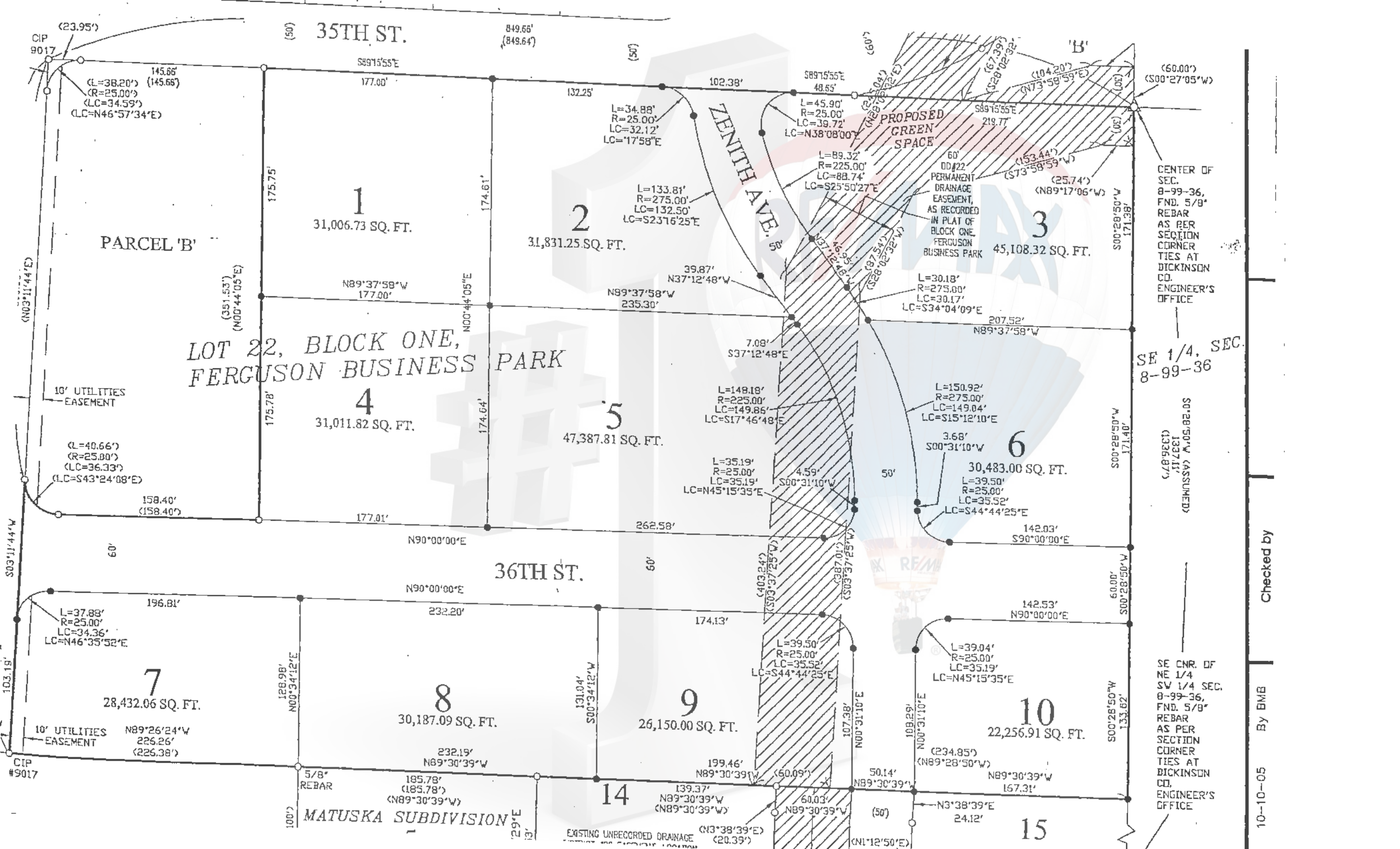
By: Teresa K. Fehr  
Teresa K. Fehr, Vice President



STATE OF IOWA, DICKINSON COUNTY, ss:

On this 26<sup>E</sup> day of December, 1995, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gerald K. Fehr and Teresa K. Fehr, to me personally known, who, being by me duly sworn, did say that they are the President and Vice President, respectively, of said corporation executing the within and foregoing instrument; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Gerald K. Fehr and Teresa K. Fehr as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

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



35TH ST.

849.66'  
(849.64')

(23.95')

CIP  
#9017

PARCEL 'B'

LOT 22, BLOCK ONE,  
FERGUSON BUSINESS PARK

36TH ST.

ZENITH AVE.

PROPOSED  
GREEN SPACE

60'  
00/22  
PERMANENT  
DRAINAGE  
EASEMENT,  
AS RECORDED  
IN PLAT OF  
BLOCK ONE,  
FERGUSON  
BUSINESS PARK

10' UTILITIES  
EASEMENT

10' UTILITIES  
EASEMENT

CIP  
#9017

MATUSKA SUBDIVISION

EXISTING UNRECORDED DRAINAGE

CENTER OF  
SEC.  
8-99-36,  
FND. 5/8"  
REBAR  
AS PER  
SECTION  
CORNER  
TIES AT  
DICKINSON  
CO.  
ENGINEER'S  
OFFICE

SE 1/4, SEC.  
8-99-36

S00°28'50"W (ASSUMED)  
(1336.87')

SE CNR. OF  
NE 1/4  
SW 1/4 SEC.  
8-99-36,  
FND. 5/8"  
REBAR  
AS PER  
SECTION  
CORNER  
TIES AT  
DICKINSON  
CO.  
ENGINEER'S  
OFFICE

Checked by

By BMB

10-10-05

S89°15'55"E

177.00'

132.25'

102.38'

S89°15'55"E

48.65'

'B'

(60.00')

(S00°27'05"W)

(L=38.20') (145.66')  
(R=25.00')  
(LC=34.59')  
(LC=N46°57'34"E)

L=34.88'  
R=25.00'  
LC=32.12'  
LC=N17°58"E

L=45.90'  
R=25.00'  
LC=39.72'  
LC=N38°08'00"

L=133.81'  
R=275.00'  
LC=132.50'  
LC=S23°16'25"E

L=89.32'  
R=225.00'  
LC=88.74'  
LC=S25°50'27"E

(153.44')  
(S73°58'59"W)

(25.74')  
(N89°17'06"W)

1  
31,006.73 SQ. FT.

2  
31,831.25 SQ. FT.

3  
45,108.32 SQ. FT.

N89°37'58"W  
177.00'

N89°37'58"W  
235.30'

L=30.18'  
R=275.00'  
LC=30.17'  
LC=S34°04'09"E

207.52'  
N89°37'58"W

4  
31,011.82 SQ. FT.

5  
47,387.81 SQ. FT.

6  
30,483.00 SQ. FT.

(L=40.66')  
(R=25.00')  
(LC=36.33')  
(LC=S43°24'08"E)

L=148.18'  
R=225.00'  
LC=149.86'  
LC=S17°46'48"E

L=150.92'  
R=275.00'  
LC=149.04'  
LC=S15°12'10"E

177.01'

N90°00'00"E

262.58'

L=35.19'  
R=25.00'  
LC=35.19'  
LC=N45°15'35"E

3.68'  
S00°31'10"W

L=39.50'  
R=25.00'  
LC=35.52'  
LC=S44°44'25"E

142.03'  
S90°00'00"E

60'

N90°00'00"E

60'

36TH ST.

L=37.88'  
R=25.00'  
LC=34.36'  
LC=N46°35'52"E

L=39.50'  
R=25.00'  
LC=35.52'  
LC=S44°44'25"E

L=39.04'  
R=25.00'  
LC=35.19'  
LC=N45°15'35"E

7  
28,432.06 SQ. FT.

8  
30,187.09 SQ. FT.

9  
26,150.00 SQ. FT.

10  
22,256.91 SQ. FT.

N89°26'24"W  
226.26'  
(226.38')

232.19'  
N89°30'39"W

199.46'  
N89°30'39"W

50.14'  
N89°30'39"W

N89°30'39"W  
167.31'

CIP  
#9017

5/8"  
REBAR

185.78'  
(185.78')  
(N89°30'39"W)

139.37'  
N89°30'39"W  
(N89°30'39"W)

60.03'  
N89°30'39"W

(234.85')  
(N89°28'50"W)

N89°30'39"W  
167.31'

100'

MATUSKA SUBDIVISION

14

(N3°38'39"E)  
(20.39')

(60.09')

(234.85')  
(N89°28'50"W)

N89°30'39"W  
167.31'

15

SE CNR. OF  
NE 1/4  
SW 1/4 SEC.  
8-99-36,  
FND. 5/8"  
REBAR  
AS PER  
SECTION  
CORNER  
TIES AT  
DICKINSON  
CO.  
ENGINEER'S  
OFFICE

10-10-05