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PROTECTIVE COVENANTS
THE PLAT OF SUMMIT OAKS,
SPIRIT LAKE, DICKINSON COUNTY, IOWA

1. These Protective Covenants shall apply to all Lots within this subdivision.

2. All Lots shall be single family residential lots and used solely as such. No structures shall be erected except residences plus basement plus a garage or other usual outbuilding for use in connection therewith. No outbuilding shall be allowed which is susceptible of being occupied for residential purposes and no garages, structures, or other outbuilding shall be used except in connection with the main residential building located on the same lot. 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 occupant. Any garages or outbuilding shall have roof and siding which matches the residence on that lot.

3. No recreational vehicles shall be parked within the subdivision except inside a garage. Recreational vehicles shall be defined as travel trailers, motor homes, boats, snowmobiles and shall include trailers. No trucks of larger than one ton size shall be maintained, parked or kept overnight for any purpose on the property in the subdivision except for vehicles which are making deliveries to or picking up property from the premises.

No basement home, earth sheltered home, or shack may be placed or erected upon a lot at any time nor may a residence of a temporary nature be permitted. No manufactured homes shall be allowed. This shall not be construed to prohibit modular homes that are built in compliance with the Uniform Building Code. The minimum roof pitch on any structure shall be 4:12. All structures shall be built in compliance with the Uniform Building Code.

4. All garages shall be used only for cars, pick-ups, recreational vehicles and storage of small residentially used items. This shall not prohibit use of any outbuilding or garage for a personal workshop.

5. All lots are subject to easements as shown on the attached plat. There shall be a minimum front yard set back of fifty (50) feet, for all lots except lots eleven and twelve. The minimum set backs for Lots eleven and twelve shall be fifty (50) feet from Pioneer Beach Road and twenty-five (25) feet from 7th Street.

6. No residence shall in any case be permitted on any lot which residence shall have a ground floor square footage of less than 1,100 square feet in the case of a one story structure exclusive of garage, porches, basement and breezeway, nor ground floor square footage of less than 784 square feet exclusive of garage, porches, basement and breezeways in the case of one and one-half (1½) or two (2) story structures. A split entry structure shall be considered a two (2) story structure without a basement and subject to the provisions concerning two (2) story structures above.

7. No lot may be subdivided into smaller building lots. However, additional lots or portions thereof may be added to provide larger yards or building sites but no dwelling may be built upon a lot or portion thereof containing less square footage than an originally platted lot.

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

9. The exterior portions of all construction shall be completed within one (1) year of the date of beginning of construction. No outside toilets shall be permitted on the premises. No advertising or billboards shall be permitted on any lot except 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 there shall be no more than two (2) in number.

10. No animals shall be kept on the premises. This shall not prohibit domestic cats and dogs as pets provided they are confined upon the premises and not permitted to roam at large beyond the limits of the owner's property.

11. No propane, heating oil tanks, gasoline or other fuel tanks of any kind shall be permitted.

12. 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, reserves the right to approve the location and design of any structure prior to construction. All plans and specifications for construction and placement of buildings must be first presented to the proprietor and meet with its approval before any construction is commenced. Design of the front of structures shall utilize, at a minimum, trim made of brick, stone or a comparable material unless waived by proprietor at proprietor's sole discretion. When all lots have been developed these reserved proprietor's rights shall terminate.

13. These covenants run with the land. A purchaser of any lot and any person acquiring an interest in any lot by acceptance of said interest agrees to abide and be bound by these covenants.

14. In the event the parties hereto, their heirs, assigns or any other owner of lots within Summit Oaks 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 prosecute any proceedings 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 obtain any other legal or equitable remedy available for such violation.

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

16. These covenants cannot be amended during the first ten (10) years after filing except by unanimous consent of all owners.

After ten (10) years these covenants can be amended by the owners of 75 percent of the lots in this subdivision.

Any amendment must be reduced to writing, signed by the required number of owners and shall be effective upon filing with the Dickinson County Recorder.

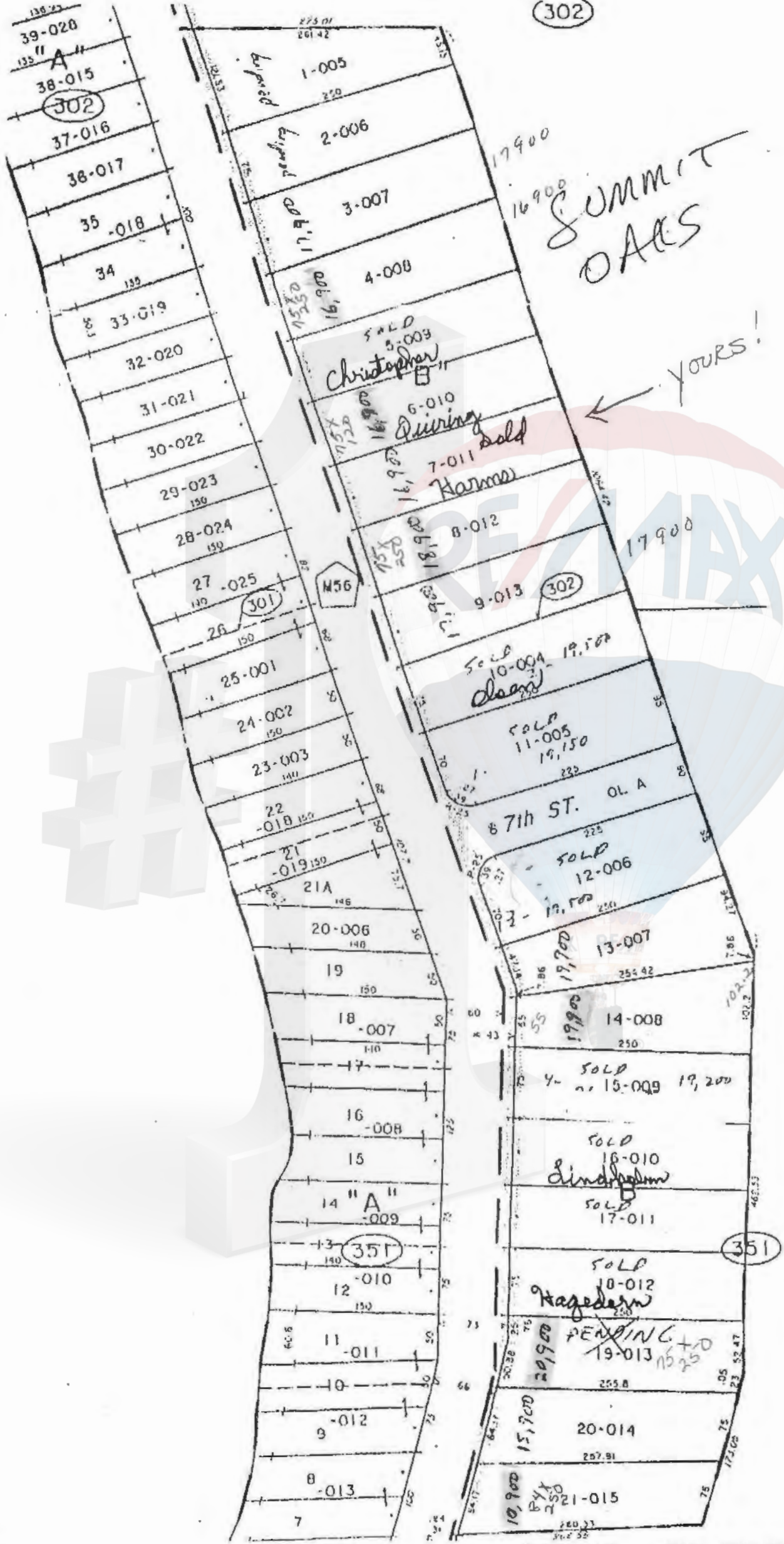
Notwithstanding the above, no amendment during the first 20 years after filing shall be effective without written consent of the proprietor.

BURRELLOIL COMPANY, INC., PROPRIETOR

Jack L. Burrell, President

Margie L. Burrell, Secretary

Monte J. Burrell, Vice President



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