

DECLARATION
OF
PROTECTIVE COVENANTS AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS that BDB Enterprises, Inc., fee owners of the following described premises situated in the County of Plymouth and State of Iowa, to-wit"

Eagle View Addition:

Do hereby declare and impose the following protective covenants, restrictions and easements upon said premises, which are for the benefit of the appurtenant to said premises and each and every lot described. The covenants will help protect the value and desirability of the real estate.

ARTICLE 1.
LAND USE AND BUILDING TYPE

No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height. Such dwelling may have an attached, minimum 2-car garage or not more than three (3) cars. Furthermore, no lots shall be further subdivided, except by revision or modification of these protective covenants and restrictions in accordance with Article 14 herein.

ARTICLE 2.
ARCHITECTURAL CONTROL

ARCHITECTURAL CONTROL GUIDELINES

HOUSE DESIGN

Custom Built Construction (aka Stick-Built)
Front of House - minimum 50% brick or decorative stone.
Roof pitch - main roof minimum 6 to 12 pitch
Building offsets - minimum two (2)
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Type of shingles - wood shake or 30 year Asphalt Dimensional Shakes
Driveway - minimum of 24 feet width

EQUIPMENT ALLOWED

Basketball equipment on pole
Clothesline - umbrella type allowed
Propane tanks must be below ground
Swimming Pools - only in-ground pools

NOT ALLOWED

- Antennas
- Satellite Dish - no larger than 24" and roof mounted only
- Window Air conditioner
- No Time Sharing of any type allowed

CONTROL

- Trees and shrubs - type and placement
- Fences - type and placement
- Color Scheme - Earth Tones
- Deck material and color
- Landscape plan

REQUIRED

- Liability insurance upon purchase of lot

ARTICLE 3. DWELLING SIZE

- A. A one-story dwelling with basement shall have a minimum floor area of 1400 square feet exclusive of basement area.
- B. Basements are required on all homes.
- C. A two-story dwelling shall have a minimum floor area of 1200 square feet 1st floor exclusive of basement area.
- D. No split foyer homes allowed.

The above minimum square footage is computed on the main structure exclusive of porches and garages, and applies to all lots.

ARTICLE 4. BUILDING LOCATION

- A. Houses shall be located 40 feet from the front curb, not nearer than 15 feet to any interior lot line, nor nearer than 40 feet to any rear lot line.
 - B. For the purpose of this covenant, eaves and steps shall not be considered as part of building; provided, however, that this shall not be constructed to permit any portion of eaves or steps on a lot to encroach upon another lot.
 - C. Homes located on lots numbered One through Six shall front North Falcon Court and homes located on lots numbered Seven through Twelve shall front South Falcon Court.
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ARTICLE 5.
EASEMENTS

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

ARTICLE 6.
NUISANCES

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE 7.
TEMPORARY STRUCTURES

No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently.

ARTICLE 8.
SIGNS

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

ARTICLE 9.
LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lots, except that dogs, cats, or other domestic household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. A total of two (2) animals will be allowed.

ARTICLE 10.
GARBAGE AND REFUSE DISPOSAL

A. No part of the individual lots or boulevards shall be used at any time for the storage or abandonment of junked automobiles or other motor equipment.

B. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage, rubbish, and trash shall not be kept on said premises except in sanitary containers. All incinerators or other equipment used or kept for the storage or disposal of such material shall be kept in a clean and sanitary condition.

and the proposed revision or modification thereof. Each owner shall have one vote for each lot owned by him. When more than one person holds interest in any lots, 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. In lieu of casting a vote at such meeting, any owner of any of said lots may indicate his approval of any such proposed revision or modification by submitting written approval thereof to the person or persons proposing the revision or modification of their representative prior to said meeting.

ARTICLE 14.
ENFORCEMENT

If there shall be a violation or attempt to violate any of these covenants or restrictions, any person or persons owning any real estate situated in this subdivision may 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 prevent him or them from so doing or to recover damages for such violation.

ARTICLE 15.
DEFINITIONS

"Owner" as used in this declaration shall mean and refer to the record owner, whether one or more persons or entities of any of said lots but notwithstanding any applicable theory or mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee shall acquire title pursuant to foreclosure of any proceeding in lieu of foreclosure.

BDB Enterprises, Inc.

By: President

ARTICLE 11.

CITY ORDINANCE'S

The following city ordinance is effective August 2, 2001.

ORDINANCE NO. 254

AN ORDINANCE ESTABLISHING BACKFLOW PREVENTERS CONCERNING PRESSURE SYSTEMS OF THE CITY OF HINTON.

Be it enacted by the City Council of the City of Hinton, Iowa

SECTION 1. BACKFLOW PREVENTER. Where the homeowner or home builder elects to install a pressure tank on the domestic water system the owner or builder shall notify the City 72 hours in advance of its installation. The owner or builder shall install a backflow preventer in the domestic water piping line located between the curb stop and the water meter and adjacent to the water meter to allow maintenance and future inspection. This backflow preventer shall consist of a Febco Model 850 double check valve assembly or City approved equivalent. The backflow preventer shall be inspected after installation by City personal prior to water system use. The homeowner or builder shall incorporate a sketch showing the layout of system to the City Clerk of Hinton.

SECTION 2. BACKFLOW PREVENTER INSTALLATION FORM. The owner shall complete the Backflow Preventer Installation Form and file with the City Clerk of Hinton, Iowa.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. EFFECTIVE DATE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on this 2nd day of August, 2001, and approved this 2nd day of August, 2001.

ARTICLE 12.

TERM

These restrictions and covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time said restrictions and covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

ARTICLE 13.

REVISIONS AND MODIFICATIONS

Any of the protective covenants and restrictions herein contained may be revised or modified by the affirmative vote of a two-thirds (2/3) majority of all the owners of said lots at a special meeting called for that purpose held at a reasonably convenient time and place not less than (10) ten days after written notice of such meeting and its purpose is delivered to said owners or mailed to said owners at their last known address. The notice of said special meeting required herein shall contain a written statements of the protective covenants or restrictions proposed for revision or modification