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**FIRST AMENDED
PLAT OF SUNLAND
SPIRIT LAKE, DICKINSON COUNTY, IOWA
RESTRICTIVE COVENANTS**

The following Restrictive Covenants shall be in effect for all lots located in said plat:

1. **Construction**: All residential construction must be new.
2. **Residential Lots**: All lots in this subdivision shall be residential lots, and shall be solely for family residential purposes. Lots 1 through 24 , 28 through 33, 39 through 57 shall solely be used as single family residential purposes and may not be subdivided into smaller building lots. Lots 25 through 27 and 34 through 38 may be used as multi-family residential purposes. As allowed by city zoning, multi-family lots may be subdivided.
3. **Garage Requirements**: No residence shall be constructed without a permanent garage for at least one vehicle also being constructed. The garage can be attached or detached, but no residence shall have more than one detached building. All garages are to be solely for the use of occupants of the residences. Garages may not be built without a residence on the same lot.
4. **Buildings**: No residence shall have ground floor areas of less than twelve hundred (1200) square feet in case of a one (1) story structure. For a two (2) story or one and one-half (1½) story residence, the ground floor shall have at least nine hundred (900) square feet and the second floor at least four hundred (400) square feet. All areas shall be determined exclusive of open porches, basement, breezeways, patio areas, or garages.

There shall be a minimum slope of 5:12 on all roofs and a minimum of eight (8) foot sidewalls. No metal roofs shall be allowed. No open carports shall be permitted.

There shall be no single-wide or double-wide mobile homes placed on the lots.

All exterior construction shall be completed within twelve (12) months from commencement of construction.

5. **Care of Lots**: Owners of all lots shall at all times keep the same free and clear from all obstruction, debris, and obnoxious growths. No boats, trailers, campers, motorcycles, snowmobiles, tent trailers, house trailers, mobile homes, fish houses or other like vehicles or structures shall be stored or kept upon any lots except when enclosed within the garage. No outside toilets shall be permitted on the premises and the owner shall connect all waste water lines to the public sanitation sewer system. Refuse and garbage shall be disposed of in a manner consistent with the regulations of the health department and good sanitation practices.
6. **Miscellaneous Prohibitions**: No building of any kind or for any purpose, may at any time be moved to and upon any of the lots, except new construction (construction trailers or buildings shall be permitted during construction period.) A new home that is substantially completed elsewhere and is moved onto the foundation is allowed if the home meets the requirements of the Uniform Building Code.

No business, trade or commercial activity of any kind may be conducted upon any lot excepting only for a one (1) person, one (1) room professional office or service office used by the residence occupant.

No noxious or offensive activity shall be carried on upon any lot or tract nor shall anything be done which may become an annoyance to the neighborhood. Owners of lots in the subdivision are to keep said lots neat in appearance at all times. No large vehicles such as large trucks or buses shall be parked in the subdivision except for those brought in temporarily in connection with service in or in case of emergencies.

No basement, tent, shack, barn, mobile home, garage, or other building erected or placed within the subdivision or on any lot therein shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character or of less than one story above ground be used as a residence.

No advertising or billboards shall be permitted on the premises except a "For Sale" sign no larger than five (5) square feet in area, such sign shall pertain only to the premises upon which it is located.

No animals, such as, but not limited to, horses, cattle, sheep, bogs, goats, poultry or rabbits, shall be permitted. This shall not prohibit domestic cats and dogs as pets, provided that there is a limitation of two (2) dogs and two (2) cats per dwelling unit or household. They must be confined upon the owners property.

No dog kennel run may be constructed with dimensions in excess of five (5) feet by twenty (20) feet, it shall be attached to the house or garage and shall not extend more than ten (10) feet beyond the house in any direction and shall be no closer than four (4) feet to any side lot line or rear lot line. The holding of animals for commercial sale or breeding is prohibited.

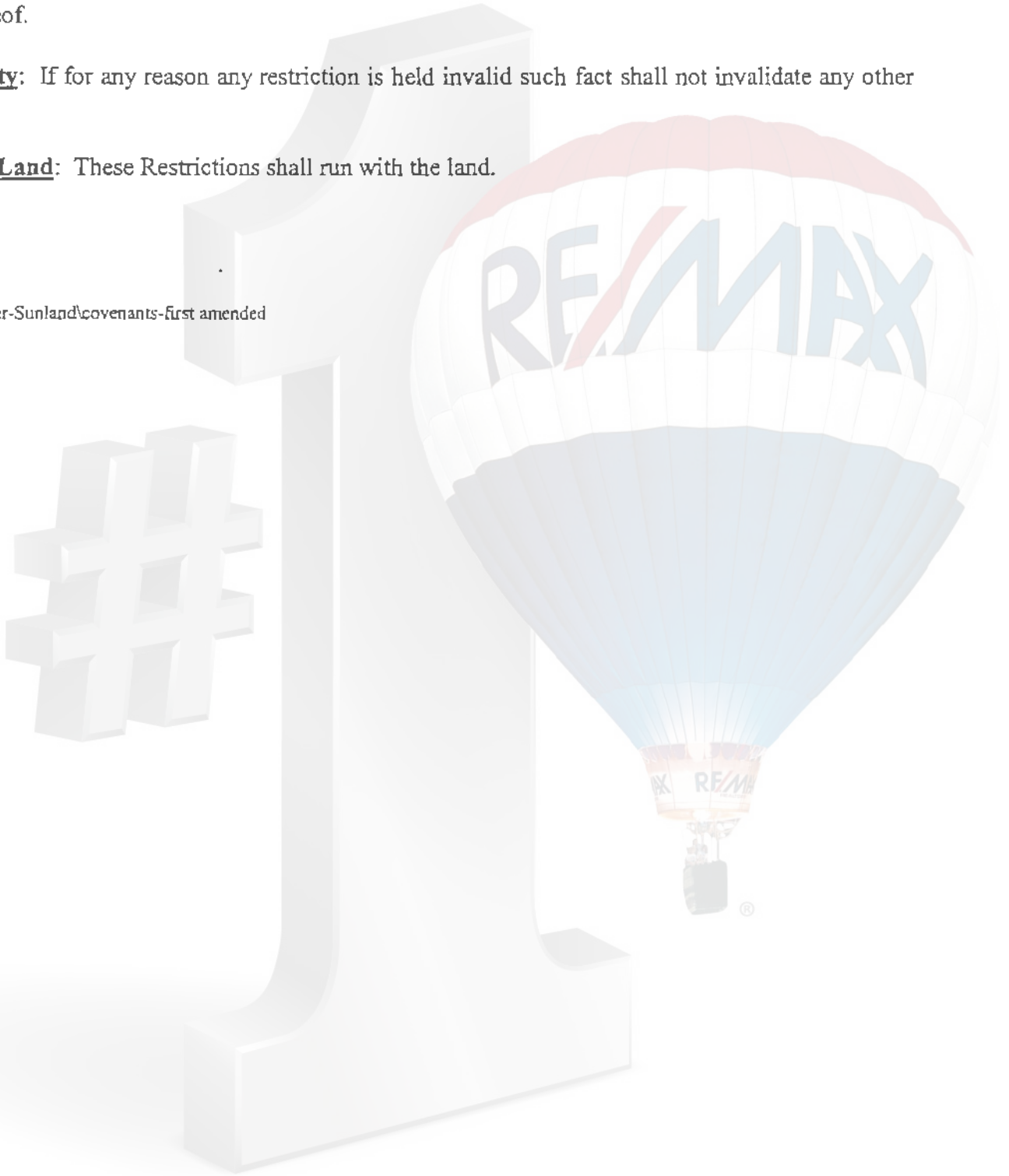
No fence or hedge shall be erected or maintained on the property which shall unreasonably restrict or block the view from an adjoining lot.

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

7. **Easements**: Easements for the installation and maintenance of utilities and facilities are dedicated as shown on the recorded plat.
8. **Driveways and Parking**: All driveways and parking areas shall be hard surfaced with black top or concrete and must adjoin street surface, within six (6) months after construction of the building is substantially completed.
9. **Violations**: Violation of any restriction by any lot owner may be enjoined by any other owner of a lot in the Plat of Sunland and costs including reasonable attorney fees shall be assessed and paid by any person thus found violating a restrictive covenant as set forth herein.

10. **Restrictions**: These restrictions binding all purchasers and lot owners. Any person purchasing or owning a lot in the Plat of Sunland agrees to be bound by the restrictions above set forth, including all terms thereof.
11. **Severability**: If for any reason any restriction is held invalid such fact shall not invalidate any other restriction.
12. **Run with Land**: These Restrictions shall run with the land.

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**PLAT OF SUNLAND
FIRST AMENDED RESTRICTIVE COVENANTS
SPIRIT LAKE, DICKINSON COUNTY, IOWA**

WHEREAS Gerald C. Sunner and Shirley A. Sunner, husband and wife, filed the Plat of Sunland on March 22, 2001 at the office of the Dickinson County Recorder in Book 16, Page 429, and Plat Book 10, Page 10, and

WHEREAS Gerald C. Sunner and Shirley A. Sunner, husband and wife, are the sole titleholders to all the lots in the Plat of Sunland, and

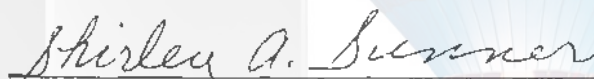
WHEREAS Gerald C. Sunner and Shirley A. Sunner, husband and wife, have elected to amend the Restrictive Covenants filed as part of said Plat.

NOW THEREFORE, Gerald C. Sunner and Shirley A. Sunner, husband and wife, do hereby amend and substitute the Restrictive Covenants filed with said Plat on March 22, 2001 with the amended and substituted Restrictive Covenants attached hereto and made a part hereof. The attached Restrictive Covenants shall be the applicable Sunland Restrictive Covenants from the time and date of the filing hereof in the Dickinson County Recorder's office.

IN WITNESS WHEREOF, I subscribe my name this 21 day of May, 2002.



Gerald C. Sunner



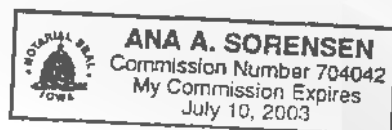
Shirley A. Sunner

STATE OF IOWA, COUNTY OF DICKINSON, ss.

On this 21st day of May, 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared Gerald C. Sunner and Shirley A. Sunner, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

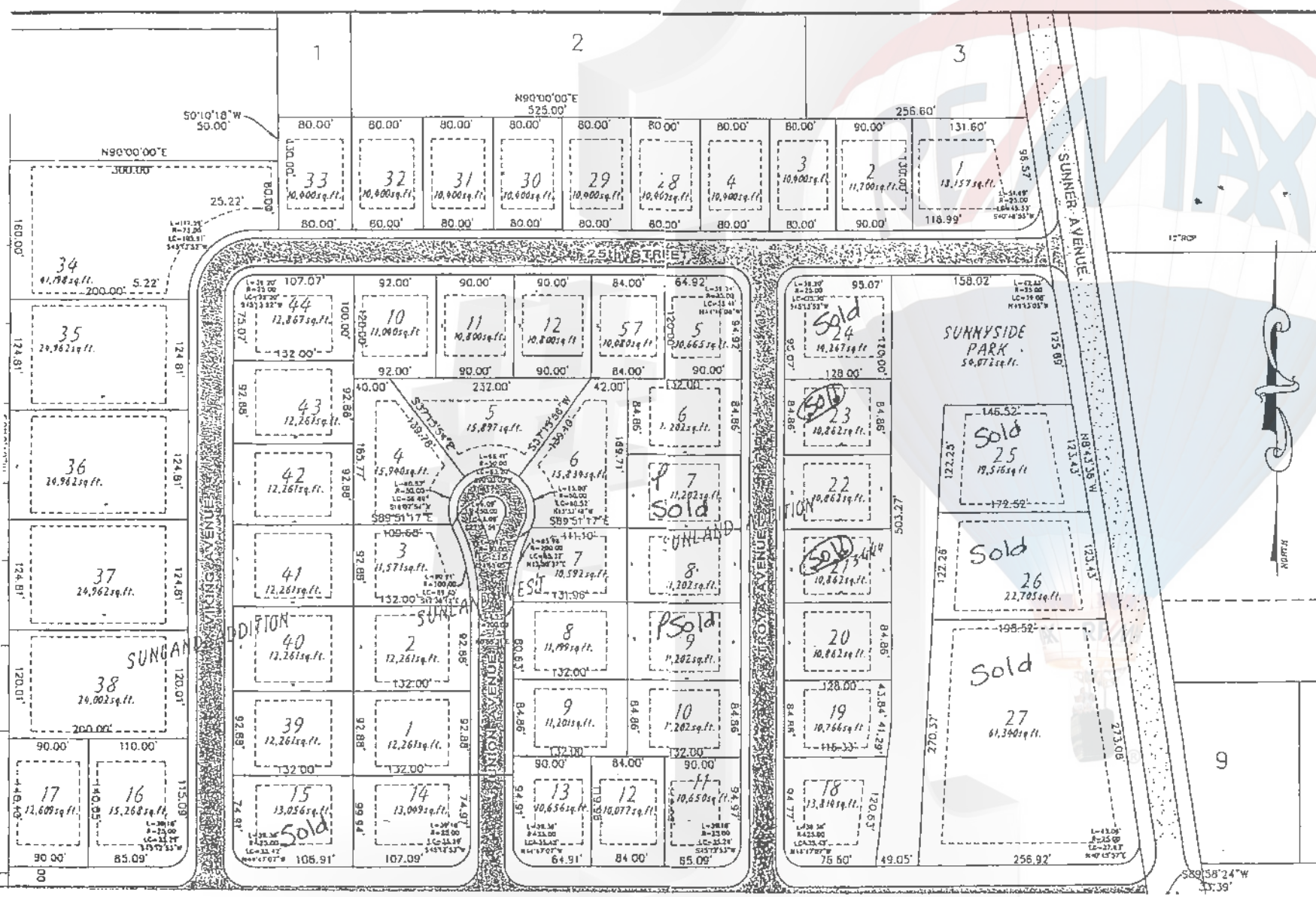


NOTARY PUBLIC - STATE OF IOWA





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