

## PROTECTIVE COVENANTS AND RESTRICTIONS FOR SCHROEDER'S 4TH ADDITION TO THE CITY OF WALL LAKE, SAC COUNTY, IOWA

The City of Wall Lake, Iowa, being the owners and proprietors of certain real estate within and comprising what shall be known as "Schroeder's Fourth Addition to the City of Wall Lake, Sac County, Iowa," which Addition appears on the attached plat which is by this reference made a part hereof and identified as "Schroeder's Fourth Addition to the City of Wall Lake, Sac County, Iowa", hereby covenant and agree for the benefit of itself and any and all future owners of the real estate included in the Addition or portions thereof that said real estate will be encumbered by and be subject to the following protective covenants and restrictions, which protective covenants and restrictions shall become effective as of the date of the filing hereof in the office of the County Recorder of Sac County, Iowa, to wit:

1. All lots in said subdivision shall be used solely for residential purposes, including duplexes and triplexes, as defined and permitted by applicable zoning regulations, or as may be otherwise noted in the attached plat. No lot shall be used for industrial, commercial or agricultural purposes.
2. Each dwelling unit, on a single lot, shall have a ground floor of at least 1,800 square feet of enclosed dwelling space. Except that duplex and triplex main floor must be 1,200 square foot per unit. Dwellings must be new construction.
3. No lot shall be changed into a smaller lot, however two lots may be combined to make a larger lot, in which case, the owner of such lots shall file correct paperwork to combine two lots into one. Only one residential dwelling/house shall be allowed in said larger/combined lot and subject to said combined lot having a minimum square footage of 2,800 sq. ft, except duplexes and triplexes as stated above. It being the intention that in combining lots to make a larger lot, said combined lots/larger lot shall be under single ownership and transferred to the same titleholder on any subsequent transfers and there shall be no subsequent split or division of the larger lot/combined lots to create a lot or a parcel of land which does not meet the requirements of applicable ordinances, or create a non-conforming structure as defined by applicable City ordinances.
4. No modular, manufactured, or mobile home dwelling units shall be located upon or erected upon a lot.

5. A “shouse” or “bardominium” defined as, “a Metal structure” shall mean a structure in which more than 50% of the materials used to construct the exterior wall siding and roofing consists of metal, excluding residential metal siding and metal shingles. A building defined as such will be allowed only on lots 6-10 in Schroeder’s 4<sup>th</sup> Addition.
6. Accessory buildings must be new construction, on a concrete slab, with a design and materials that are consistent with the design and materials of the primary dwelling unit on the lot. Accessory buildings cannot be larger than sixteen by twenty feet of square footage nor higher than fifteen feet.
7. Lots within this subdivision are to be used for residential development/construction and building of residential dwellings/houses, not investment purposes. Upon a vacant lot being sold or transferred by the City of Wall Lake to a grantee, construction of a dwelling unit must be completed not later than eighteen (18) months from receipt of title to said real estate. Subsequent conveyance of a lot to another party shall not restart the aforementioned 18-month deadline. In the event the purchaser of a lot does not build a residential structure, as defined above, on the purchased lot within 18 months, title of the lot shall revert to the City of Wall Lake.
8. After initial conveyance of any of the lots, parcels or portions thereof as shown and platted on said plat by the undersigned owner and proprietor of said real estate, none of the real estate comprising lots or parcels in the said subdivision shall be subdivided or re-subdivided.
9. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies, which require maintenance, modification, or repair or property, shall be borne by the applicable lot owner.
10. The Developer (its heirs, successors, and assigns) shall not be liable to any lot owner by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of this Declaration. Every owner or Occupant of any lot by acquiring an interest therein agrees that it/she/he/they will not bring any action or suit against the Developer (its heirs, successors, assigns) to recover any such damages (including attorney fees and court costs) or to seek equitable relief because of the same.

11. These covenants and restrictions shall run with the land whether or not reference to them is made in any deed or other instrument affecting the land and they shall be binding upon the above-named corporation and upon all persons owning or having possession of any land in said addition until September 1, 2044. After September 1, 2044 these covenants and restrictions shall be automatically extended for successive periods of 10 years unless an instrument signed by the owners of a majority of the lots in said addition and agreeing to change these covenants and restrictions has been recorded.

**(SIGNATURES ON FOLLOWING PAGES)**

