

**COVENANTS RUNNING WITH THE LAND COMPRISING
HAWKINS THIRD ADDITION,
CITY OF ROCK RAPIDS, IOWA**

KNOW ALL MEN BY THESE PRESENTS:

The James W. and Ella B. Forster Charitable Trust, the proprietor and party platting and dedicating Hawkins Third Addition, City of Rock Rapids, Iowa, to which these Covenants are attached, hereby makes these Covenants as a part of said Dedication as follows, to-wit:

1. All lots described herein shall be known, described and used solely as residential lots, and no structure shall be erected on any lot other than one single-family dwelling not to exceed two stories in height and a one or more multiple car attached garage, or multiple family dwellings including townhouses, duplexes, apartment buildings and other multiple family dwellings allowed under Rock Rapids Zoning Ordinance, "R-1" Residential District, as now in force or as hereinafter amended or enacted. Nothing herein contained shall preclude the construction and use of private swimming pools, tennis courts and other recreational improvements. One accessory lawn and garden building, or a detached garage or other storage building may be erected on any lot. The size of any additional building shall be limited to a total of 300 square feet, except any additional structure on lots nine (9), ten (10), and eleven (11) Block One (1) shall be limited to 2,400 square feet.
2. No used dwelling or garage structure may be moved onto any lot. This restriction shall not be interpreted to preclude moving onto a lot a new structure which was pre-fabricated or constructed elsewhere and which has never been used prior to being moved upon a lot in this addition.
3. No single story residence shall have less than 1,200 square feet of ground floor space, not including the garage or unenclosed porches, and no one and one-half or two story residence shall have less than 1,000 square feet of ground floor space, not including the garage or unenclosed porches. However, on lots nine (9), ten (10) and eleven (11), Block One (1), no single story residence shall have less than 1500 square feet of ground floor space not including garage or unenclosed porches and no one or one and a half or two story residence shall have less than 1200 square feet of ground floor space, not including the garage or unenclosed porches. Ground floor shall be defined as the first floor of the residence which is at or above the average finished ground elevation at the front of the residence.
4. No lot, or any structure thereon shall be used at any time for the purpose of serving meals for a consideration, nor shall any home occupation be conducted on any lot as defined in the Zoning Ordinance of the City of Rock Rapids now in force or as might be hereafter amended or enacted. No radio transmitting towers

may be erected or used on any lot and commercial nurseries and greenhouses are prohibited.

5. 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.
6. No camper, trailer, basement, tent camper, shack, garage, barn or other outbuilding erected on the tract shall, at any time, be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
7. No structure shall be left in an incomplete condition and the construction and finishing of all structures erected on any lot must be completed within one year of the beginning of construction on the particular structure. This paragraph shall not be interpreted to preclude the later construction of additions to any structure.
8. No used exterior materials may be placed or used on any structure, and the exterior of all structures shall be finished in brick, stone, siding, shakes or other recognized finished material. Unfinished siding shall be promptly painted, stained, sealed or treated.
9. No junk, refuse, or machinery shall be stored or parked on any lot unless enclosed within the residence or the garage. No trucks, tractors, or trailers, other than pick-up or panel trucks of small size, shall be stored or parked at any time on any lot. Boats, boathouses or camping trailers may not be parked or stored on any lot other than for temporary periods. Temporary period shall be defined to mean not in excess of 5 consecutive days. Furthermore, total parking or storing of boats, boathouses or campers on lots shall be limited to a total of 21 days over any six month period.
10. There shall be provided on every lot a sufficient parking and storage area to accommodate two cars in addition to the number of cars owned or used by the family occupying the particular lot.
11. No lot shall be divided into segments for use as a separate lot or parcel, but this restriction shall not preclude the sale of parts of lots to be added to a whole lot and used in conjunction therewith.
12. No perennial trees, shrubs, or other forms of perennial vegetation, other than grass or flowers, shall be allowed on any part of a lot designated as an easement for utility purposes, nor may temporary or permanent structures of any kind be erected on said easements. This Covenant shall be perpetual and the City of Rock Rapids, Iowa, is granted the right to also enforce the provisions thereof.

13. All shrubs, trees, grass and other vegetation on any lot whether improved or unimproved, shall be kept trimmed so as to present a neat appearance at all times. Weeds shall be kept under control so as to not infect other lots in the addition.
14. Owners, or their heirs, successors and assigns, are notified that the area to the North and East of this addition may be zoned for multiple dwelling units and for other commercial purposes and may be developed in that manner.
15. These Covenants are to run with the land and shall be binding on all persons having or owning any interest in any lot and all persons claiming under them until January 1, 2029 at which time said Covenants shall be automatically extended for successive periods of ten years unless by a vote of the then owners of a majority of the lots it is agreed to change the said Covenants in whole or in part.
16. If at any time prior to January 1, 2029 owners of 70% of the lots in this addition agree on any change in the covenants and restrictions herein contained, or agree on a change during any ten year extension provided for in paragraph 15 above, such change may be made and shall be binding on all of the owners of all lots in the addition. When a vote is required under this paragraph or under paragraph 15 above, even though there may be multiple owners of a lot, each lot is only entitled to one vote.
17. If any person having or owning any interest in any lot, or any person claiming under them hereafter shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 2029 or during any extension, it shall be lawful for any other person or persons owning any lot in this addition to 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 to prevent him or them from doing so or to recover damages or other dues for such violation.
18. If the meaning of any word or phrase used herein, or the intent, meaning or interpretation of any Covenant cannot be determined by reference to any and all parts of these Covenants, the meaning of such word or phrase shall be the same as defined in the Ordinance of the City of Rock Rapids, and such Ordinance may be used as an aid in determining the meaning and intent of these Covenants.
19. Invalidation of any one or more of these Covenants by judgment or Court Order shall in no way effect any of the other provisions which shall remain in full force and effect.

