

PROTECTIVE COVENANTS FOR  
EAGLE RIDGE ADDITION  
HUMBOLDT, IOWA

The following covenants and use restrictions are made a part of the Plat known as Eagle Ridge Addition, City of Humboldt, Humboldt County, Iowa:

1. The use of all Lots described herein shall comply with local zoning ordinances.
2. Prior to construction of any structure or fence, plans must be submitted to the Humboldt County Housing Development, Corp. (“Developer”) for approval. Such matters as type and appearance of structure and location of buildings and drives will be considered to provide harmony with existing or future buildings and to best utilize the natural lay of the land for appearance and privacy. **WRITTEN APPROVAL MUST BE GIVEN BEFORE ANY CONSTRUCTION COMMENCES.**
3.
  - A. Single Story Residence. Each single story residence shall have a ground floor living area of at least 1,400 square feet. Each single story residence shall have a two-car garage attached hereto with a paved driveway.
  - B. Split Level or Split Foyer Residence. In a case of a split level or a split foyer home, the minimum size should not be less than 1,600 square feet of living area, not to include the garage. However, the area above the garage may be included with the main level. Each split level or split foyer home shall have a two-car garage attached thereto with paved driveway.
  - C. Two story Residences. Each two story residence shall have at least 1,000 square feet on the main level living area. Each two-story residence shall have a two-car garage attached thereto with a paved driveway.
  - D. Exclusions. Garages, breezeways, porches, decks, and terraces shall not be deemed included in the living area, regardless of whether or not there may be living areas located above such non-living areas.
  - E. Building Upon Multiple Lots. In a case where the property owner builds upon multiple Lots, the minimum sizes listed above shall be increased in accordance with the number of Lots being built upon. For example, a single story residence built on 1.5 Lots shall have at least 2,100 square feet or a split foyer residence built on two lots shall have at least 3,200 square feet. No single family residence may occupy more than three Lots as detailed on the Final Subdivision Plat. Any residence built upon a single Lot shall have an attached garage. Any residence built upon a one-half acre lot or larger shall be allowed detached structures and garages that otherwise comply with these covenants.
4. In no event shall any residence be occupied by any owner or tenants until the exterior surfaces are fully completed and finished, it being the intent hereto to preclude any

occupancy pending final painting, staining, brick or other masonry installation, or final completion or finishing of the exterior surfaces.

5. The facades of any buildings must match the design of the building. No metal facades or buildings are allowed. Metal roofs are permissible.
6. Temporary building, mobile homes or campers of any character are not permitted prior to occupation of the residence. Further, garages or other out buildings cannot be used as residences. However, in a case where a home has been built on a one-half acre lot or larger, a guest house building outside the main residence will be allowed.
7. Construction of any residence shall be completed within one year from the date that the construction began and excess dirt from the excavation shall be used as part of a graded landscape plan, placed on an approved area in the project designated by the Developer or hauled away.
8. Titleholder of each Lot, vacant or improved, shall keep his or her Lot or Lots free of weeds and debris and agree to take all steps necessary to control erosion on his or her Lot or Lots. If, in the opinion of the Developer, such erosion, weed growth or accumulation of debris is not controlled, the Developer may take corrective action and the costs assessed against the property owner.
9. The following restrictions shall apply:
  - A. No activity that entails excessive noise, light emissions, dust, or smoke shall be carried on in any Lot or within any residence.
  - B. No action, use of or action on any Lot that may be a nuisance or become annoying to a neighbor shall be permitted.
  - C. No commercial kennels shall be allowed on any Lot, but household pets are allowed as long as they are kept under control and not left to run freely without supervision.
  - D. No inoperative vehicles will be parked on any property for a period exceeding forty-five (45) days. Campers, boats, mobile homes, motor homes, trailers, etc., will not be allowed to be placed on any Lot for a period exceeding ninety (90) days.
10. Should a swimming pool be constructed, it must be completely circled with a 60" high fence with a located gate.
11. Perpetual easements across portions of the Lots and tracts herein described for utility installation and maintenance and drainage, where applicable, were granted unto the City of Humboldt and unto franchise public utilities at the time said subdivision was

platted and dedicated and shall be perpetually reserved unto the grantees of said easements to the extent as shown by said Plat and Dedication.

12. If any titleholder or their heirs and assigns shall violate or attempt to violate any of the Covenants or Restrictions herein or any other person or persons owning any of the Lots in said subdivision, or the Developer, may prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such Covenant or Restriction, either to prevent him or her from doing so or to recover damages or other relief for such violation.
13. Invalidation of any of these Covenants by judgment or Court Order shall in no affect the other provisions herein.
14. It is further agreed that in the event of the necessity or desirability of the construction of special assessment improvements, as the same are described by the statutes of the State of Iowa, that the same shall be paid by the owners of the Lots adjoining or abutting in the proportion of one assessment per Lot regardless of the area, footage, or other formula so that each Lot affected by said special assessment improvement shall pay its proportional share of the said improvement; the same as being a fraction determined by one Lot over the total of said Lots so affected and thereby assessed.
15. The Lots that make up Eagle Ridge Addition, Humboldt, Humboldt County, Iowa, have curb and gutter provided. There is water and sewer available to each Lot. However, the cost of hooking up to these utilities and bringing same to the homes will be borne by the owners of the Lots.
16. All utilities will be placed underground after conferring with the provider of that utility for proper procedure and approval.

The above and foregoing Protective Covenants for the mutual benefit of all persons who shall acquire any of the Lots in Eagle Ridge Addition, Humboldt, Humboldt County, Iowa, and are imposed by the Developer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Humboldt County Housing Development,  
Corp.

By: \_\_\_\_\_  
Cheryl Rhead, President

By: \_\_\_\_\_  
Aaron Burnett, Secretary