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JAMIE SCHELLER

RECORDED

DICKINSON COUNTY, IOWA

(515-282-8425)

47.00

PREPARED BY AND RETURN TO: J. Patrick Deveny, 2130 Grand Ave. Des Moines, IA. 50312

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
POINTS NORTH PLAT, SPIRIT LAKE, DICKINSON COUNTY, IOWA ("Declaration")**

THIS DECLARATION is made this 10th of November, 2004, by the John Patrick Deveny Foundation, an Iowa corporation (hereinafter called "JPDF"); Gregory G. Gamble, Richard G. Staver and Barbara J. Staver (all hereinafter collectively called "Declarants").

WITNESSETH:

WHEREAS, JPDF is the owner of certain real estate in the City of Spirit Lake, Dickinson County, Iowa, described as Lots 1-13 (excepting parts of Lots 1 and 2 which have been sold) in the Points North Plat, an Official Plat, now included in and forming a part of the City of Spirit Lake, Dickinson County, Iowa ("Property"); and

WHEREAS, one of the two townhomes which has been built on Lot 1 of the Points North Plat has been sold to Gregory G. Gamble before the execution and recording of this Declaration; Gamble desires to have his property bound by this Declaration; and in furtherance of that desire, has signed this Declaration; and

WHEREAS, one of the two townhomes which has been built on Lot 2 of the Points North Plat has been sold to Richard G. Staver and Barbara J. Staver, husband and wife, before the execution and recording of this Declaration; the Stavers desire to have their property bound by this Declaration; and in furtherance of that desire, have signed this Declaration; and

WHEREAS, JPDF is desirous of developing the remaining Property as a Planned Community and to establish certain Covenants, Conditions and Restrictions for the benefit of Owners within The Points North Plat.

NOW THEREFORE, the Declarants, by the execution and recording of this document, hereby declare that the Property shall be held, occupied, sold and conveyed subject to the Covenants, Conditions and Restrictions set forth herein.

ARTICLE I.

General Use Restrictions and Building Specifications

Lots 1-13 in the Points North Plat, an Official Plat, now included in and forming a part of the City of Spirit Lake, Dickinson County, Iowa ("Property"), shall be held, maintained, occupied, sold and conveyed subject to the following Covenants, Conditions and Restrictions, as well as those Covenants, Conditions and Restrictions set forth elsewhere in this Declaration:

A. Townhouses. The use of Lots shall be limited to single-family residential use within townhouses. The term "single-family" shall have the same meaning under this Declaration as contained in the City of Spirit Lake, Iowa, Zoning Ordinance. Uses of land or structures customarily incidental and subordinate to the single-family residential use as permitted by the City of Spirit Lake ("City") zoning ordinances are permitted unless prohibited or

otherwise regulated by this Declaration. Townhouses are defined as either: (i) a series of dwellings, each of which is designed for or occupied by one family only, which is erected on a separate lot or a designated portion of a lot and is joined to another such dwelling on one side only by a wall located on the lot line or line dividing the lot and which has yards on the remaining sides; (ii) a series of not more than three (3) dwellings, each of which is designed for or occupied by one family only, which are attached and in a continuous row, with each dwelling designed and erected as a unit on a separate lot and separated from each other dwelling by a wall; or (iii) such other variation of subparagraphs (i) and (ii) above as may be approved by the Executive Committee described below in Article IV, in its discretion and consistent with the intent of these Covenants, Conditions, and Restrictions.

B. Playhouses and Sheds. No playhouse, utility building, tool shed, storage shed, lean-to or other similar structure shall be permitted; provided however, that a child's playhouse may be permitted if the floor area does not exceed sixty-four (64) square feet and if the exterior and the roof are constructed of the same material and have the same color and appearance as the residential dwelling on the same Lot and if it is constructed in an attractive and workmanlike manner.

C. Garages. No detached garages shall be permitted.

D. Fences and Hedges. No fences, walls, hedges or barriers shall be permitted upon Lots or property lines except as follows:

- (i) Walls, fences or hedges shall be permitted only along rear property lines and side property lines behind the dwelling in the back yard but they shall not exceed six (6) feet in height.
- (ii) The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. No chain link fence, including a chain link fence around a dog run, shall be permitted unless it is a black vinyl clad fence. All fences shall be kept in good repair and attractive appearance.

E. Site Plan. The following improvements shall be identified on a site plan:

- (i) location and size of townhome structure;
- (ii) location, size and type of trees or landscaping;
- (iii) location, size and type of mailboxes; and
- (iv) type of sodding or seeding of the property and the timing of same.

A copy of the site plan shall be submitted to the Points North Executive Committee (see Article IV) for comments.

F. Measurement of Setbacks. The minimum setbacks as specified in this Declaration shall be measured from the Lot line from which the setback is being measured to the nearest building or structure. No buildings or structures (except for permitted fences or mailboxes) shall be constructed or maintained within the required minimum setback area. The definition of the terms "front yard," "side yard," "rear yard," "building," "structure" or other similar term relating to setbacks shall be the same as that definition contained in the City's zoning ordinance now or in the future.

G. Utilities. All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and maintained underground, except for that portion which utility companies customarily require to be above ground in the immediate proximity of any exterior utility meter.

H. Paving of Driveways. All parking and driveway areas shall be hard surfaced, using a suitable thickness of Portland cement or asphalt binder pavement.

I. Garbage Cans and Equipment. Items such as garbage cans, clotheslines, lawn or garden equipment, building materials and other similar items shall be placed out of public view. Firewood shall not be stored on the front side of a house. Furthermore, no repair of motorcycles, automobiles, vehicles or boats shall be done on any lot.

J. Tents and Trailers. No tent, trailer, boat, personal watercraft, camper, motor home, recreational vehicle or truck rated larger than three-quarter ton or other movable or temporary structure or enclosure or inoperative motor vehicle shall be maintained or parked on any Lot or street within public view for more than 24 hours at one time or a cumulative total of seven (7) days in any calendar year.

K. Temporary Structures. There shall be no occupancy of temporary structures or partially completed structures.

L. Architectural Character. The architectural character of any structure shall be in harmony with and compatible with other structures located on the Property, as well as the neighboring area and environment.

M. Swimming Pools. Above-ground swim pools or non-permanent swimming pools are prohibited, except for small wading pools for infants or toddlers.

N. Satellite Dish. A satellite earth station antenna or parabolic device used to receive television or telecommunication signals from satellites (Satellite Dish) shall be permitted only if it meets the following requirements:

- (i) The Satellite Dish shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed;
- (ii) The Satellite Dish shall not exceed 24 inches in diameter or as measured diagonally;

- (iii) The Satellite Dish shall be installed and maintained in accordance with reasonable safety regulations as may be adopted from time to time by the Executive Committee described below in Article IV or the Board of Directors of the Executive Committee. In no event, however, shall the regulation of satellite dishes conflict with the Telecommunications Act of 1996, as amended, or other applicable federal act, as well as any federal rules promulgated pursuant thereto. If there is a conflict between federal law and the terms of this subparagraph N or the terms of any regulations adopted by the Executive Committee, the terms of the federal law shall control.
- (iv) It shall be located in the rear of the townhome it serves and be appropriately landscaped and screened.

O. Dog Runs and Houses. Dog runs shall not be permitted unless they are located at the rear of the house and extend toward the rear of the Lot from that portion of the house which is closest to the rear Lot line. Any doghouse shall have the same external appearance, color and roof material as the home situated on the Lot and shall be constructed and maintained in an attractive and workmanlike manner. No doghouse shall exceed twenty (20) square feet in area. Any dog run or doghouse must be at least 20 feet away from any adjacent townhouse.

P. Towers. No radio or communication tower, mast or pole of any kind shall be constructed or maintained on any Lot; provided however, that a video communication tower or mast may be constructed and maintained on a townhouse if the tower, mast or antenna does not extend higher than twelve (12) feet above the roof line of the house. If there is a conflict between the Telecommunication Act of 1996, as amended, and the federal regulations promulgated pursuant thereto and the terms of this subparagraph P, the terms of the federal law shall control.

Q. Noxious Activities: Livestock. No noxious or offensive activity, sound, vibration, noise or odors shall be permitted on or to escape from any Lot, nor shall anything be maintained or done thereon which is or may become an annoyance, offensive or a nuisance, either temporarily or permanently. No animals, livestock, pigs, snakes or poultry of any kind shall be raised, bred or kept on any Lot or within any house or structure on a Lot except that domestic dogs, cats and other small commonly accepted domestic pets may be kept so long as they are not kept, bred or maintained for commercial purposes or for sale to the public and so long as they do not present any health or safety hazard or cause any offensive activity, sound, noise or odor. In no event, however, shall more than two (2) dogs or two (2) cats be maintained on any one Lot. Dogs shall be tied, kept on a leash, fenced or kept in a dog run at all times.

R. Maintenance of Lot. The owner or person in possession of any Lot, whether vacant or improved, shall keep the Lot free of trash, litter and debris and shall keep the Lot attractively mowed so that the grass or weeds do not exceed six (6) inches in height. Each Owner of a Lot agrees that after he or she receives written notice given by certified mail, return receipt requested, mailed to the last known address of the owner or written notice delivered in person by any Lot Owner within three hundred (300) feet of any such Lot or by the Executive

Committee, such grass or weeds shall be cut and trash, litter and debris removed within fifteen (15) days of receipt of the notice. If the appropriate corrective action is not taken within fifteen (15) days of receiving notice, any Lot Owner within three hundred (300) feet of the offending Lot, the Executive Committee shall have the right (but not the duty) and easement to enter upon the premises and mow or cut the weeds or grass or remove the offending trash, litter and debris. If the Executive Committee elects to mow or remove the trash, litter and debris from the offending Lot after giving the above-described notice, the Executive Committee shall have the right to assess the actual cost thereof against the offending Lot in the same fashion as other assessments are imposed on Lots by the Executive Committee.

ARTICLE II **Special Use Restrictions**

In addition to the general use restrictions and building specifications set forth in Article I above, the following specific use restrictions and building specifications shall apply to the Points North Plat, Spirit Lake, Iowa:

- (i) The front yard, side yard and rear yard setbacks shall be as prescribed by the City of Spirit Lake, Iowa, Zoning Ordinance in effect when each townhouse is constructed or as shown on the Final Plat.
- (ii) The townhouses shall have a minimum of 760 square feet of finished floor area, excluding basements, garages, porches, decks, patios and breezeways. Enclosed garage parking attached to each townhouse shall be provided.

ARTICLE III **Review and Approval of Plans**

Building Standards. Good aesthetic design is a very important criterion for buildings within the Points North development. This criterion is not meant to unilaterally restrict or inhibit types of building design; however, effort shall be made to construct buildings which compliment and harmonize with other architecture in the Points North development and with the natural environment in the area. The highest standards of architectural quality are encouraged.

ARTICLE IV **Executive Committee**

A. **Establishment: Function.** The Points North Executive Committee (the "Executive Committee") is hereby established. The Executive Committee shall consist of the President, Vice President, Secretary and Treasurer of JPDP. The functions of the Committee shall be to interpret and apply these Covenants, Conditions and Restrictions and to review building plans as described above in Article III during the time that Points North is being developed. Thereafter, the ability to enforce these Covenants, Conditions and Restrictions shall rest with the Homeowners' Executive Committee or any affected Lot owner.

B. Meetings, Quorum and Vote. The Executive Committee shall meet at a reasonably convenient time and place within ten (10) days after receiving the request of any interested party. One-half of the members of the Committee shall constitute a quorum. A majority vote of the Executive Committee members present (assuming a quorum present) shall be sufficient for Committee action and decision.

C. Election of Replacement Committee. If the Executive Committee should be discontinued, JPDP shall have the right to select a replacement or successor committee of not less than three (3) persons.

D. Executive Committee Procedure.

1. Design review by the Executive Committee is intended to protect and enhance the distinctive character and natural attractiveness of the Points North area. All buildings, structures or appurtenances thereto to be erected, constructed, established, altered or enlarged within the Property must be reviewed and approved by the Executive Committee.
2. The Executive Committee shall consider and approve or disapprove the materials required to be submitted pursuant to these Covenants, Conditions and Restrictions.
3. Prior to change of any building's exterior character by remodeling or alteration, the property owner, or his designated agent, shall secure the written approval of the Executive Committee.

ARTICLE V
Enforcement of Covenants

A. Legal Action. These Covenants, Conditions and Restrictions shall be deemed to run with the land to which they apply and all improvements thereon. The Owner of any Lot or portion thereof to which these Covenants, Conditions and Restrictions apply, JPDP or the Executive Committee may bring an action in any court of competent jurisdiction to enforce these Covenants, Conditions and Restrictions and enjoin their violation, mandate their compliance or to recover damages for the breach thereof or for any other remedy or combination of remedies recognized at law or in equity.

B. Penalties. In addition to the remedies described above in ¶ A or elsewhere in this Declaration, the Executive Committee is hereby authorized to levy against any Lot in violation of these Covenants an assessment penalty not to exceed \$50 for each day a violation of the Covenants continues beyond sixty (60) days after notice of a violation has been given by the Executive Committee to the Owner of said Lot by certified mail, return receipt requested, mailed to the last known address of the owner or written notice delivered in person. If the Owner of the Lot cannot be located after a diligent search or inquiry, the Executive Committee shall publish notice of the violation for two (2) successive weeks in a newspaper of general circulation in

Dickinson County, Iowa. If the Owner has not fully complied with the Covenants within sixty (60) days of receiving notice or sixty (60) days after second publication of notice, the Executive Committee shall have the authority to levy an assessment penalty as described herein. This assessment shall be a lien on the Lot and shall have the same status as any other assessment levied by the Executive Committee. Any Lot Owner objecting to the notice of violation shall have the right, within thirty (30) days of receiving notice, to request a hearing before the Executive Committee. Assessment of the penalty shall be stayed, pending a hearing and final decision by the Executive Committee.

C. Delays in Enforcement. No delay or omission on the part of the Executive Committee, JPDF or any Owner of land to which these Covenant, Conditions and Restrictions apply in exercising any rights, power or remedy herein allowed shall be construed as a waiver or acquiescence therein. No right, claim or action shall accrue to and no action or claim shall be brought or maintained by anyone against JPDF or any officer, employee or agent thereof on account of any action or inaction under this Declaration.

D. Conflict with Governmental Regulations. The Property subject to this Declaration shall also be subject to any and all applicable regulations of the City of Spirit Lake, Iowa, and any other governmental entities having jurisdiction, including but not limited to zoning ordinances, subdivision ordinances, life safety and building codes, as well as other such regulations. Whenever there is a conflict between the provisions of these Covenants, Conditions and Restrictions and the ordinances, statutes or regulations of the city, county, state or other applicable governmental entity having jurisdiction over the Property, that provision which is most restrictive shall be binding unless otherwise prohibited or preempted by law.

ARTICLE VI
Term of Covenants Severability

A. Duration. All of the foregoing Covenants, Conditions and Restrictions shall continue and remain in full force and effect at all times and as to the Property, regardless of how title was acquired, from the date of filing of this Declaration until the first day of January, 2023, unless amended by an affirmative vote of two-thirds (2/3) of the Lots within the Property, excluding Common Areas (with each Lot entitled to one (1) vote), on which date these Covenants, Conditions and Restrictions shall automatically be extended an additional ten (10) years (and extended for successive ten (10) year terms thereafter in the same fashion) unless after the first day of January, 2023, two-thirds (2/3) of the Lot Owners within the Property (excluding common areas) in writing consent to terminate this Declaration or any part thereof, in which event this Declaration, or part thereof, shall be null and void effective as of the date when the Consent is filed with the Recorder of Dickinson County, Iowa. Any Amendment or Consent shall be accompanied by an Affidavit by any officer of the Executive Committee certifying that two-thirds (2/3) of the Lot Owners within the Property (excluding common areas) have so consented as disclosed by the records of the Executive Committee. In determining ownership for purposes of consent, the records of the Executive Committee shall be conclusive.

B. Homeowners' Executive Committee. Termination of any or all of the Covenants, Conditions or Restrictions contained in this Declaration shall not operate in any way to terminate


the Points North Homeowners' Association and said Association and all functions and duties pertaining thereto shall remain in full force and effect pursuant to the Declaration creating the Association.

C. Severability. In the event that any one or more of the terms or conditions of this Declaration shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall in no way affect, modify, change, abrogate or nullify any of the remaining Covenants, Conditions or Restrictions not so expressly held to be void and the remaining parts of this Declaration shall remain in full force and effect.

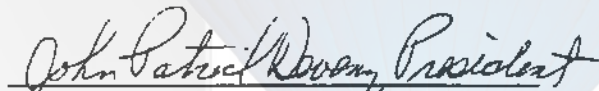
D. Reasonable Period of Enforcement. If any of the terms of this Declaration shall be held by a court of competent jurisdiction to be void or unenforceable by reason of the period of time herein stated for which the Declaration may be effective or amount of any penalty imposed, such terms or penalty shall be reduced to a reasonable period of time or amount which shall not violate the rule against perpetuities as set forth in the laws of the State of Iowa or other applicable law, all as determined by the court.

E. Minor Amendments. So long as JPDF owns any Lots within the Property, it shall have the absolute right to make minor amendments to this Declaration in order to correct any deficiencies, clarify any provision thereof or to carry out the intent of this Declaration or to address development issues not contemplated at the date hereof.

JOHN PATRICK DEVENY FOUNDATION




Gregory G. Gamble



By J. Patrick Deveny, President



Richard G. Staver

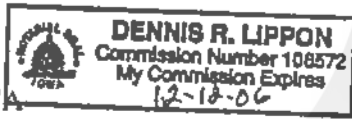


Barbara A. Staver

STATE OF IOWA :
 DICKINSON : ss.
COUNTY OF POLK :

On this 10th day of November A.D., 2004, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared J. Patrick Deveny, to me personally known, who being by me duly sworn, did say that he is the president of the John Patrick Deveny Foundation and that said instrument was signed on behalf of the said foundation by authority of its board of

directors; and the said J. Patrick Deveny acknowledged the execution of said instrument to be the voluntary act and deed of said foundation, by it voluntarily executed.



[Handwritten Signature]

Notary Public in and for the State of Iowa

STATE OF IOWA :
: ss.
COUNTY OF DICKINSON :

On this 10th day of November A.D., 2004, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared Gregory G. Gamble, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

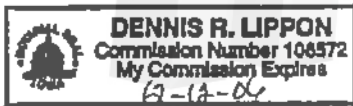


[Handwritten Signature]

Notary Public in and for the State of Iowa

STATE OF IOWA :
: ss.
COUNTY OF DICKINSON :

On this 10th day of November A.D., 2004, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared Richard G. Staver and Barbara J. Staver, husband and wife, 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.



[Handwritten Signature]

Notary Public in and for the State of Iowa

JOHN PATRICK DEVENY FOUNDATION

POINTS NORTH ADDITION

THIS AGREEMENT made on May 10th, 2002, by and between The City of Spirit Lake, Dickinson County, Iowa, hereinafter referred to as "City" and John Patrick Deveny Foundation, hereinafter referred to as "Developer".

RECITALS

WHEREAS, Developer owns the property described as Lot C, Plat of Sunner's Second Addition to Spirit Lake, Dickinson County, Iowa which will be developed into a subdivision in the City of Spirit Lake, Dickinson County, Iowa, which will be named Points North Addition, being hereinafter referred to as "Subdivision", a copy of the final Plat of said Subdivision is attached as Exhibit A and by this reference incorporated herein; and

WHEREAS, the parties wish to establish between themselves their various obligations, duties and responsibilities;

NOW THEREFORE, in consideration of the promises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

RESPONSIBILITIES OF THE DEVELOPER

A. Developer agrees to develop said Subdivision in substantially the form set forth in Exhibit A and offer the same for the further construction and development of residential buildings to the public. The Subdivision shall consist of:

1. Multi-family lots.
2. Developer will, as part of the platting process, dedicate the area shown on the Plat for the road designated as Quail Run Avenue on the attached Plat of Survey to the City of Spirit Lake and will dedicate easements to the City for the utility easements shown on the attached Survey Plat.

B. Developer will enter into contracts for the services or installation of infrastructures to meeting the following schedule:

1. By November 27, 2001, or as soon thereafter as possible, Developer will meet with City of Spirit Lake for approval of final plat, furnish to the City Council of the Resolution of Approval and Letter of Credit securing the installation of the improvements on the plat in accordance with this agreement and the attached Plat of Survey.

2. By July 1, 2002, or as soon thereafter as possible, complete underground utilities construction in the Subdivision (sanitary sewer, storm sewer and water mains), in accordance with this agreement and the attached Plat of Survey.
3. By June 15, 2002, or as soon thereafter as possible, complete site and roadway grading for Quail Run Avenue as shown on the attached Plat of Survey.
4. By July 1, 2002, or as soon thereafter as possible, complete staking of all lot corners of the Subdivision.
5. By July 15, 2002, or as soon thereafter as possible, place temporary gravel surfacing on the Quail Run Avenue in accordance with the attached Plat of Survey.
6. By August 15, 2002, or as soon thereafter as possible, complete other utility installations (U.S. West, Alliant Energy, and Peoples Natural Gas) in accordance with the attached Plat of Survey.
7. By November 1, 2002, or as soon thereafter as possible, complete P.C. Concrete Paving, sidewalks, shouldering and seeding of Quail Run Avenue in accordance with the attached Plat of Survey.

C. Developer agrees to comply with the applicable laws of the State of Iowa and the Municipal Code of the City in the development and construction of the Subdivision.

RESPONSIBILITIES OF THE CITY

A. City will perform the construction or enter into contracts for the construction and maintenance of the following infrastructure in accordance with the attached Plat of Survey:

1. Providing utility connections at the boundary of said property in such a manner that allows the Developer to make the utility installation, including, without thereby limiting, sewer.
2. Street lighting.

B. Following its approval of the design, City shall hold Developer harmless from any claims arising should the design not meet applicable city, state, and national standards. This shall not exempt the Developer from any claims arising from their negligence in the event they participate in the construction of the infrastructure and improvements.

C. The City will use its best effort to complete any construction required of it when the spring construction can start for the 2002 construction season.

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GENERAL PROVISIONS

- A. This agreement shall be binding on the parties and their successors and assigns.
- B. This agreement shall be interpreted according to the laws of the State of Iowa.
- C. Any notice, demand or communication under this agreement by either party to the other shall be sufficiently given if it is dispatched by regular mail, postage prepaid, or delivered personally as follows:

Developer, to: John Patrick Deveny Foundation
 2130 Grand Avenue
 Des Moines, IA 50312

City, to: City of Spirit Lake, Iowa
 1803 Hill Avenue
 Spirit Lake, IA 51360
 Attn Peter Hegeman, City Administrator

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be duly executed as of the date and year first above written.

City of Spirit Lake, Iowa
 By: Eric Nielsen
 Eric Nielsen, Mayor

Patrick Deveny
 John Patrick Deveny Foundation
 By: Patrick Deveny

Attest:
Peter Hegeman
 Peter Hegeman, City Clerk

STATE OF IOWA)
)ss.
 DICKINSON COUNTY)

On this 21st day of May, 2002, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally appeared Eric Nielsen, Mayor of the City of Spirit Lake, Iowa and Peter Hegeman, City Clerk of said City, each being to me personally known to be the identical persons and officers named in the foregoing instrument, who executed the same under and by virtue of the authority vested in them by the City Council of said City, and each for himself acknowledged the execution thereof to be his voluntary act and deed for the purposes herein expressed.

Constance L Stein
 Notary Public

CONSTA	STEIN
Commissioner	134984
My Comm. Expires	February 2003

STATE OF IOWA)
DICKINSON COUNTY)

On this 10th day of May, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Patrick Deveny, being by me personally known, and duly sworn, did say that he is the President of John Patrick Deveny Foundation; that the instrument was signed and sealed on behalf of the Corporation by the authority of its board of directors; and on behalf of John Patrick Deveny Foundation, as principal; and acknowledged the execution of the instrument to be the voluntary act and deed of the principal, the agent and attorney-in-fact, and himself.

Gail D. Friest-Blink
Notary Public



e: cles@deveny.comnorthdevelopment

19 527

#01470

Filed at 2:00 PM

Fee \$17.00

March 16, 2007

INSTR. NO. 07-01470

BK _____ PAGE _____

2007 MAR 16 PM 2 00

JAN BORTSCHELLER
RECORDER
DICKINSON COUNTY, IOWA
FEE \$ 17.00



Prepared by: Larry A. Stoller 1305 18th Street Spirit Lake Ia 51360 712-336-1752
Return to: Larry A. Stoller 1305 18th Street Spirit Lake Ia 51360 712-336-1752

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR POINTS NORTH PLAT, SPIRIT LAKE,
DICKINSON COUNTY, IOWA

RE: Lots 1-13, in the Plat of Points North Addition to the City of Spirit Lake, Dickinson County, Iowa

1. This amendment amends that Declaration made and entered into to November 10, 2004, and recorded November 15, 2004, as Instrument No. 04-07978 in Misc. Rec. 22, page 493, in the Office of the Dickinson County Recorder.
2. By assignment dated November 22, 2005, and recorded November 29, 2005, at Misc. Rec. 24, page 544, in the Office of the Dickinson County Recorder, the John Patrick Deveny Foundation as owners and developer of the above described lots did assign to Progressive Companies, Inc, all of its rights and reserved rights granted to it pursuant to the instrument now being amended.
3. The original Declaration of Covenants, Conditions, and Restrictions for the Points North Plat, Spirit Lake, Dickinson County, Iowa, provided that that instrument could be amended by a two-thirds vote of lots owners within the property or by the developer so long as it owned lots within the described property. It is hereby certified that Progressive Companies, Inc., as successor in interest to the John Patrick Deveny Foundation does as of March 9, 2007, does own 10 lots in the plat constituting 76.92% of the total lots and may amend the above described instrument without the consent of any other property owners within the plat.
4. The original covenants, conditions, and restrictions are hereby amended as follows:

✓
67-627

MAR 16 2007

- (a) Any reference to the "Points North Home Owners Association" referred to in the original declaration is hereby stricken. That organization no longer exists. There does exist the Points North Owners Association, Inc., an Iowa Corporation, which has been established to govern the maintenance and usage of Lots 4-13 in the plat of Points North Addition to the City of Spirit Lake, Dickinson County, Iowa, together with the common areas deeded to that corporation (Lot 7 and Outlot Parks A & B). Points North Owners Association, Inc., does not govern the ownership and usage of Lots 1-3 in the Plat of Points North except as specifically set forth herein.
- (b) The original Covenants, as amended, apply to Lots 1-3 in the Plat of Points North as well.
- (c) The definition of "town houses" as found at Article I subparagraph a of the original Declaration of Covenants is hereby amended to include in the definition of "town houses" patio homes which shall be defined as single story single family dwellings built either slab on grade or over a crawl space. These patio homes shall be no more than 2 per lot and may be fully attached or partially attached in a series of not more than six individual dwellings.
- (d) Notwithstanding the provisions of Article I of the original declaration single family homes may be built on Lot 5, 6, 8, 9, and 10 in the Plat of Points North Addition.
- (e) Article VI subparagraphs a, b, and e is stricken in their entirety. Subparagraphs c and d survive. In replacement of subparagraphs a, b, and e the following is now included in the declarations: "The owners of Lots 1-3 in the Plat of Points North Addition to the City of Spirit Lake, Dickinson County, Iowa, are not included in the Points North Home Owners Association, Inc. Accordingly, the owners of those lots shall be entitled to form their own home owner's association upon the terms and conditions they shall so desire for the purposes of maintenance and any other purpose allowed by law to govern the ownership and usage of those lots and the dwellings located thereon. So long as Progressive Companies, Inc., owns any lots (other than Lots 1-3) in the Plat of Points North Addition to the City of Spirit Lake, Dickinson County, Iowa, it shall be allowed to amend the original Declaration in order to correct any deficiencies, clarify any provision thereof or to carry out the intent of the Declaration or to address development issues not contemplated at the date of this amendment. With the exception of in any way directing the actions of any home owners association formed by the owners of Lots 1-3 in the Plat of Points North."
5. This amendment is at the direction of Progressive Companies, Inc., which authorizes its President to execute and record this Amended Declaration.

Dated this 9th day of March, 2007.

PROGRESSIVE COMPANIES, INC.,

By: Larry Stoller, its President

STATE OF IOWA, DICKINSON COUNTY, ss:

On this 9th day of March, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Larry Stoller, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said President, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Tammy Zember
Notary Public

NOTARIAL SEAL
IOWA
TAMMY ZEMBLER
COMMISSION NUMBER 709736
MY COMMISSION EXPIRES
6-8-10

INSTR. NO. 07-01653

BK _____ PAGE _____

2007 MAR 27 AM 8 49

RECORDER'S NOTE: See Misc. Rec. 22, Pg. 493
a/k/a Instrument No. 04-07978

JAN BORTSCHELLER
RECORDER
DICKINSON COUNTY, IOWA
FEE \$ 12.00

FIRST AMENDMENT TO THE BYLAWS OF THE POINTS NORTH HOME OWNERS ASSOCIATION AND MASTER COVENANTS AND DUPLEX AGREEMENTS

The By-laws of the Points North Home Owners Association, Master Covenants and Duplex Agreements dated October 1, 2006, are hereby amended as follows:

1. Any amendments to the By-laws of the Points North Home Owners Association, Master Covenants and Duplex Agreements shall be filed of record in the Office of the Dickinson County Recorder.
2. Article IX is added as follows:

ARTICLE IX

The Points North Owners Association, Inc., shall be the owner in fee simple of Lot 7 and Outlot Parks A & B in the Plat of Points North Addition to the City of Spirit Lake, Dickinson County, Iowa, as well as the owner of any improvements, fixtures, and building located thereon. The purpose of the association is to own and maintain the above described property and improvements for the benefit of the individual lot owners in the Plat of Points North Addition.

Lot 7 and Outlot Parks A & B and any improvements and structure thereon in the Plat of Points North may from time to time be referred to as "common area" as defined in the Declaration of Covenants, Conditions, and Restrictions for the Plat of Points North Addition to the City of Spirit Lake, Dickinson County, Iowa, but that described real estate and improvements thereon are not owned in undivided interest by the lot owners, but instead their rights of usage and duties are through the Points North Owners Association, Inc.

The Board of Directors of the Points North Owners Association, Inc., shall be the governing body as described in Article III of these By-laws and the Board of Directors shall establish such rules and regulations for the usage of the common area as it may deem suitable from time to time and shall annually prepare a budget to carry out the duties of the corporation and have that budget available at each annual meeting.

3. This amendment to the By-laws is adopted by the corporation's Board of Directors this 26th day of March, 2007, by unanimous vote of its one director, Larry Stoller.

Dated this 26th day of March, 2007.

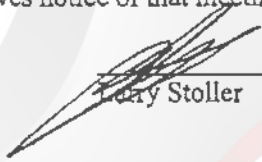

By Larry Stoller, Director

27-073

Mar 27, 2007

VERIFICATION

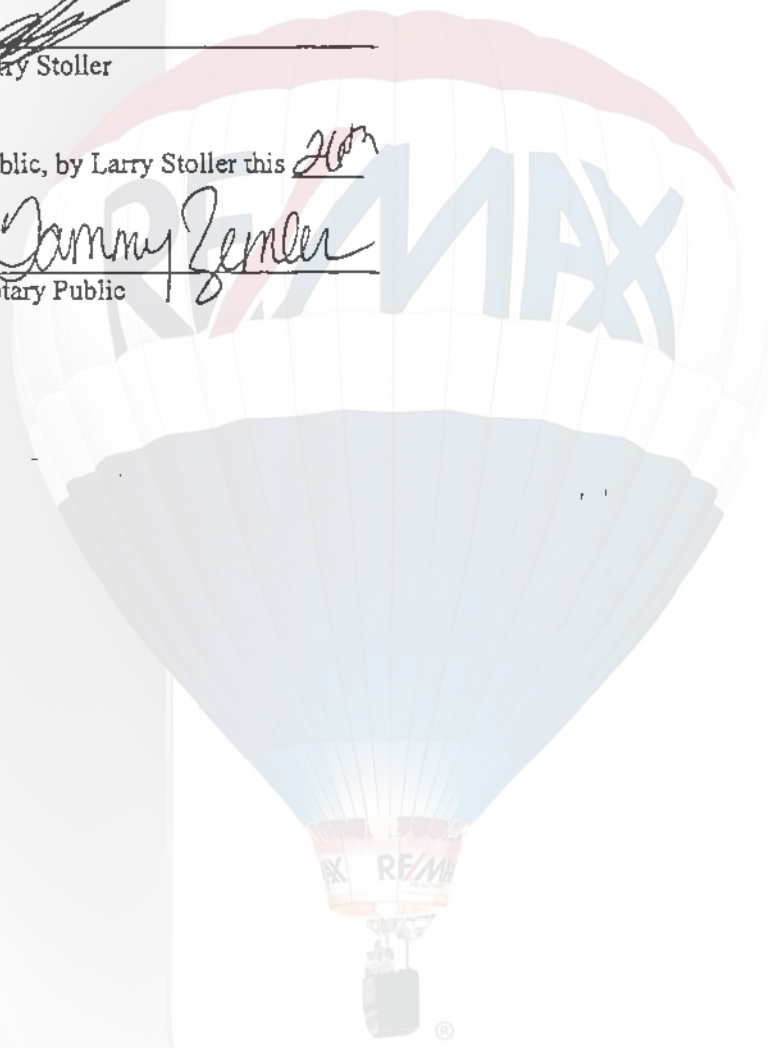
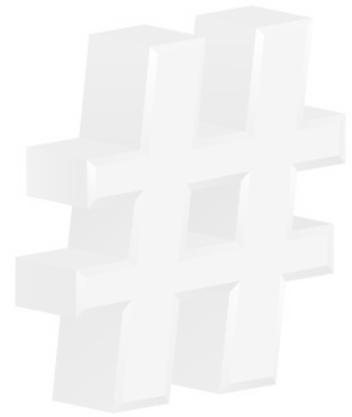
The undersigned, Larry Stoller, verifies that he is the sole director of the Points North Owners Association, Inc., and that the above Amendment to By-laws was approved by the Board of Directors unanimously at its meeting on the ~~22~~ day of March, 2007. Larry Stoller as the sole director waives notice of that meeting.


Larry Stoller

Sworn and subscribed to before me, a notary public, by Larry Stoller this 26th day of March, 2007.


Notary Public





#01654

Filed 8:52 AM

Fee \$12.00

March 21, 2007

INSTR. NO. 07-01654

BK _____ PAGE _____

2007 MAR 27 AM 8 52

JAN BORTSCHELLER
RECORDER
DICKINSON COUNTY, IOWA
FEE \$ 12.00

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE PLAT OF POINTS NORTH
ADDITION TO THE CITY OF SPIRIT LAKE, DICKINSON COUNTY, IOWA

RE: Lots 1-13, in the Plat of Points North Addition to the City of Spirit Lake,
Dickinson County, Iowa.

1. This Second Amendment amends the Declaration made and entered into November 10, 2004, and recorded on November 15, 2004, as Instrument No. 04-07978 in Misc. Rec. 22, page 493, in the Office of the Dickinson County Recorder.
2. By assignment dated November 22, 2005, and recorded November 29, 2005, at Misc. Rec. 24, page 544, in the Office of the Dickinson County Recorder, the John Patrick Deveny Foundation as owners and developer of the above described lots did assign to Progressive Companies, Inc, all of its rights and reserved rights granted to it pursuant to the instrument now being amended.
3. The original Declaration of Covenants, Conditions, and Restrictions for the Points North Plat, Spirit Lake, Dickinson County, Iowa, provided that that instrument could be amended by a two-thirds vote of lots owners within the property or by the developer so long as it owned lots within the described property. It is hereby certified that Progressive Companies, Inc., as successor in interest to the John Patrick Deveny Foundation does as of March 9, 2007, does own 10 lots in the plat constituting 76.92% of the total lots and may amend the above described instrument without the consent of any other property owners within the plat.
4. The original Declaration is hereby amended as follows:
 1. Lot 7 and Outlot Parks A & B and any improvements and structures thereon in the Plat of Points North Addition to the City of Spirit Lake, Dickinson County, Iowa, are hereby defined as "common area" and are dedicated to the use and enjoyment solely of the owners of Lots 4-6 and 8-13 in the Plat of Points North Addition to the City of Spirit Lake, Dickinson County, Iowa. Those lots will be owned in fee simple by the Points North Owners Association, Inc., which was incorporated on September 18, 2005.

The owners of Lots 1-3 in the Plat of Points North Addition to the City of Spirit Lake, Dickinson County, Iowa, shall have no ownership in Lot 7 or Outlot Parks A & B or any membership in the Points North Home Owners Association, Inc., except as they may acquire in accordance with the By-laws of that home owners association.

Wherever the term "common area" is used in the original declaration of the By-laws of the home owners association it refers solely to Lot 7 and Outlot Parks A & B and any improvements thereon in the Plat.

5. This amendment is at the direction of Progressive Companies, Inc., which authorizes its President to execute and record this Amended Declaration.

Dated this 26th day of March, 2007.

PROGRESSIVE COMPANIES, INC.,

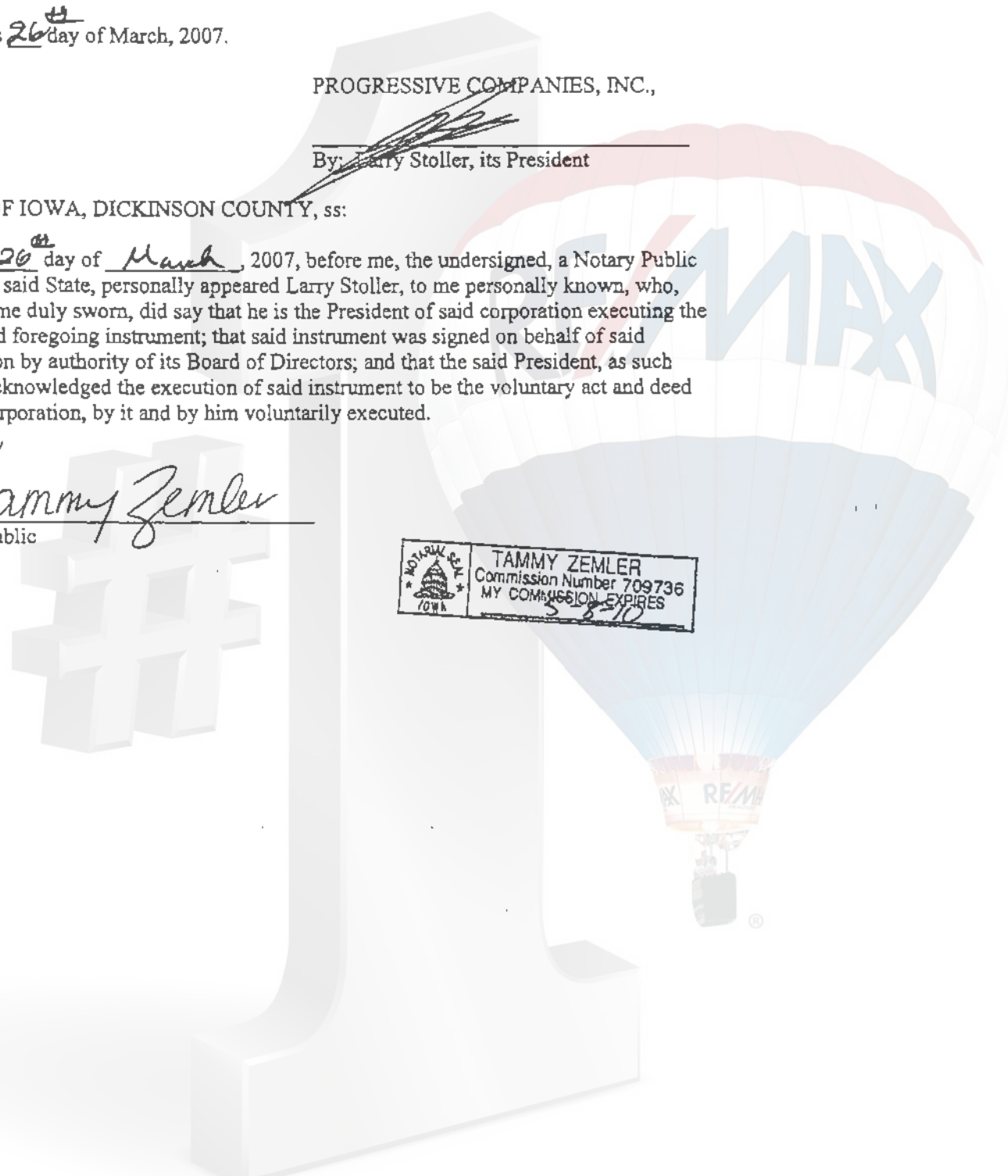
By: [Signature]
Larry Stoller, its President

STATE OF IOWA, DICKINSON COUNTY, ss:

On this 20th day of March, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Larry Stoller, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said President, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

[Signature: Tammy Zemler]
Notary Public

NOTARY PUBLIC
IOWA
TAMMY ZEMLER
Commission Number 709736
MY COMMISSION EXPIRES
5-8-10



#06035

Fee \$12.00

Filed at 3:38 PM
September 18, 2007

INSTR. NO. 07-06035

BK _____ PAGE _____

2007 SEP 18 PM 3 38

JAN BORTSCHELLER
RECORDER
DICKINSON COUNTY, IOWA
FEE \$ 12.00

Prepared by: Larry A. Stoller, PO Box 441, Spirit Lake IA 51360 712-336-1752
Return to: Larry A. Stoller, PO Box 441, Spirit Lake IA 51360

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE PLAT OF POINTS NORTH ADDITION
TO THE SPIRIT LAKE, DICKINSON COUNTY, IOWA

RE: Lots 1-13, in the Plat of Points North Addition to the City of Spirit Lake,
Dickinson County, Iowa.

1. This Second Amendment amends that Declaration made and entered into on November 10, 2004, and recorded November 15, 2004, as Instrument No. 04-07978 in Misc. Record 22, Page 493, in the Office of the Dickinson County Recorder.
2. The Declaration of Covenants, Conditions and Restrictions for the Plat of Points North reserved to the developer the right to amend the Declaration of Covenants, Conditions and Restrictions without vote of the other owners of real estate in the plat as long as the developer owns any lots in the plat (other than Lots 1-3). Progressive Companies, Inc., as of the date of this Second Amendment, does own lots in the Plat of Points North Addition to the City of Spirit Lake, Dickinson County, Iowa, and, therefore, can amend the covenants and chooses to do so as follows:
 - A. Owners of duplex units on Lots 4, 11, 12, and 13 in the Plat of Points North Addition to the City of Spirit Lake, Dickinson County, Iowa, may erect fences in the backyards of their lots, provided that those fences are erected in conformity with the then existing fencing provisions included in the ordinances of the City of Spirit Lake. The "backyard" of a duplex is defined as the yard area not facing the city street commonly known as Quail Run Avenue.
 - B. Such fence must be erected in such a manner that it is an extension of the party wall of the duplex and shall not encroach on the neighboring duplex.

28-841

Sept. 18 2007

- C. Such fence must have a gate wide enough to accommodate a riding lawn mower and shall be unlocked at such time as the Owners Association's employees or contractors desire to mow the lawn of the duplex.
- 3. This amendment is at the direction of Progressive Companies, Inc., which authorizes its president to execute and record this Second Amendment.

Dated this 14th day of September, 2007

PROGRESSIVE COMPANIES, INC.

By: [Signature]
Larry Stoller, its President

STATE OF IOWA, DICKINSON COUNTY, ss:

On this _____ day of September, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Larry Stoller, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Larry Stoller, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

[Signature]
Notary Public



Points North

Amenities

- 1) Large backyard approximately 50' deep
- 2) Low density development with green space
- 3) Mid-Continent cabinets with crown molding in Oak or Maple with dove tail drawers and rollout trays
- 4) Shingles 30 year warranty – laminate
- 5) Hardi Plank cement board siding – 25 year warranty
- 6) Double insulated common wall between units
- 7) Exterior foundation has been water proofed with rubber coating & Form-A-Drain drainage around footings. Sump pump included
- 8) 2 Egress windows in lower level with easy climb out
- 9) Andersen casement windows
- 10) Andersen Frenchwood gliding door
- 11) Lennox Pulse furnace and air conditioning
- 12) Lennox fireplace
- 13) Pre-construction customizing available (lower level can be customized)
- 14) Interior customization available to make your home your own
- 15) Cedar decks – 10 x 16
- 16) Delta faucet with sprayer head in kitchen
- 17) R/40 insulation in the attic – R/19 insulation exterior walls – R/11 around bathrooms
- 18) Oversized garage 26' x 24' with double doors. Standard garage is 22' x 20'
- 19) Clear span floor trusses – no bearing walls or supports in lower level for maximum built out flexibility
- 20) Can lights (kitchen)
- 21) Name brand microwave, dishwasher, stove, refrigerator & garage door openers included
- 22) Lighted staircase to lower level
- 23) No steps to access main floor
- 24) Plywood flooring – not chip board
- 25) Jack & Jill bath gives extra bedroom direct access
- 26) Laundry & mudroom main floor – with entrance through garage and interior
- 27) Deck access from master bedroom & living room
- 28) Dining bar
- 29) Individual street numbers – not unit numbers
- 30) Private yards
- 31) Year round 1200 Sq.Ft. club house overlooking pool and wetlands with kitchen, pool table, TV, game table, storage closet, bathroom & fireplace
- 32) Heated outdoor pool with cover
- 33) View of natural wet lands
- 34) Close to medical center and shopping
- 35) No lawn care or snow removal

- 36) Built by local contractors with over 50 residential and commercial buildings built
- 37) Built to Spirit Lake City Code
- 38) Master bath with double sink vanity, tub & shower
- 39) Living room and master bedroom have vaulted ceilings
- 40) Townhomes as low as \$89.00 per square foot finished space of 2800 Sq.Ft.
- 41) Cul de sac street – low traffic flow



MASTER DUPLEX AGREEMENT

WHEREAS, Progressive Companies, Inc. (hereinafter referred to as "Developer") is the owner of Lots 4-13 in the Plat of Points North Addition to the City of Spirit Lake, Dickinson County, Iowa; and

WHEREAS, Developer has constructed, or will construct, duplex residences on said lots (except Lot 7, which will be common area) and in the construction thereof has constructed a wall separating the residences on each lot; and

WHEREAS, Developer proposes to sell each lot and the duplex residences located thereon as a separate unit; and

WHEREAS, it is essential that Developer impose upon such property terms and conditions concerning the occupancy and usage of such premises so that the occupants of said duplex residence units shall be informed of and granted certain rights and shall be subject to certain liabilities regarding such property as well as the master covenants home owners.

NOW, THEREFORE, Developer does hereby subject the above lots and the two separate portions of each lot to the following covenants, duties and conditions:

1. The wall separating the two residential units of the duplex structure located on each lot shall be a party wall and shall be maintained in conformity with the City of Spirit Lake Building Codes. The studs on such wall shall be equal responsibility of the parties to maintain. All portions of the wall extending out from the studs shall be the responsibility of the owner of each unit to repair and maintain.

2. Neither party shall have the right to add or detract from the party wall in any manner whatsoever, it being the intention that the party wall at all times shall remain the same position as when erected.

2

3. Mutual easements as may be necessary for repair and maintenance and support are hereby granted by each unit to the owner of the other unit.

4. If it shall become necessary to repair a party wall the expenses thereof shall be borne by the then owners in equal portions and whenever the wall or any portion thereof shall be rebuilt, it shall be erected on the same place and of the same size and quality of construction unless otherwise mutually agreed.

If either parties' negligence shall cause damage to or destruction of said wall the negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such costs in case of negligence, the other party may have such wall repaired or restored and shall be entitled to have a Mechanic's Lien on the premises of the parties so failing to pay for the amount of such defaulting parties share of the repair or replacement cost. This remedy shall be in addition to any remedies of arbitration provided in this agreement.

5. The roof shingles on the entire premises shall be replaced every 25 years except as agreed by parties and shall be the same color and quality unless otherwise mutually agreed. The exterior doors including garage doors and external siding shall be painted or refinished every 10 years except as agreed upon by the parties and shall be the same color as presently existing unless otherwise mutually agreed.

6. All expenses of maintenance and repair of each lot and of the structures located upon each lot shall be the responsibility of the respective owners.

7. Additions or alterations to the exterior of the structure or grounds including any substantial landscaping shall be prohibited unless mutually agreed in writing. No pools shall be allowed.

8. The parties shall maintain on the premises, liability insurance of not less than \$300,000 per occurrence and shall maintain hazard insurance with extended coverage including vandalism and mysterious mischief. Such insurance shall be maintained at full replacement value. Each party shall separately insure that the party's contents.

9. Each unit has separate utility hookups and therefore maintenance is a separate responsibility of each party. In the event there shall be any common utility service lines, the maintenance thereof shall be borne equally by the parties. In the event any utility line serving one unit shall pass through or cross the real estate or structure of the other unit there is hereby created an easement for the maintenance, repair and continued use of the facility.

10. Each of the units shall be occupied only by a single family and guest of the residents and for no other purpose. No rental of less than one month shall be allowed.

11. Pets may be kept in a unit in conformity with zoning.

12. Each unit shall maintain a minimum year-round temperature of 45° F within the unit.

13. No nuisances shall be allowed upon either of the above parcels nor any use or practice which is the source of annoyance to the occupants or which interferes with the peaceful possession and proper use of the property. The property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire, safety, health or other hazard be allowed to exist. Neither unit shall be used in such a manner that the rate of insurance shall be increased upon the other unit.

14. No immoral, offensive or unlawful use shall be made of either unit.

15. Neither party shall engage in any act or omission which would depreciate the value of the other party's property.

16. Neither party shall use the premises as a place of business, other than a home business which does not result in vehicular or pedestrian traffic.

17. All landscaping shall be maintained in a neat and orderly manner.

18. After any casualty to the above described property, repair and reconstruction, to a condition not less than what existed before the casualty, shall be required unless both units have been damaged to an extent greater than 80%, in which case the property shall be rebuilt only upon mutual agreement.

19. Should any dispute arise under this agreement, the parties agree that the dispute may be submitted to arbitration under the Iowa Arbitration Act or its equivalent existing under Iowa law at the time. The parties shall attempt to agree upon an arbitrator, but in the event they cannot agree on the appointment of the one arbitrator, then each party shall appoint an arbitrator and such arbitrators shall appoint a third arbitrator. The decision of the majority of the three arbitrators shall be final and conclusive except as provided by the Iowa Code. If one party fails to appoint an arbitrator within 7 days after requested to do so, the appointed arbitrator shall appoint both of the other arbitrators. The arbitrators shall appoint both of the other arbitrators. The arbitrators shall render a decision within 30 days of the time of the entire board was appointed, except this time may be extended by the board for good cause. Costs of arbitration shall be paid equally by the parties.

20. In the event of litigation or arbitration, the prevailing party shall be entitled to recover reasonable attorney's fees.

21. This agreement shall be permanent and fully binding upon the undersigned, their successors, assigns and grantees and may be modified only in writing signed by the undersigned or its successors in interest to the above described premises and shall be a covenant running with the

land.

22. This agreement may be amended only by mutual consent of the then existing owners and only in writing in a recordable form. In the event that either unit is owned by more than one person that unit shall designate which one owner will represent the unit and shall have authority to bind the other owners to any decision under this agreement and execute any document on their behalf.

23. This agreement is also subject to the By-laws of Pointes North Owners Association, Inc., and the master covenants of Lots 4-13 of Pointes North Addition to the City of Spirit Lake, Dickinson County, Iowa.

PROGRESSIVE COMPANIES, INC.

By: [Signature]
Larry Stoller, President

STATE OF IOWA, DICKINSON COUNTY, ss:

On this 6th day of October, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Larry Stoller, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Larry Stoller, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



Tammy Zemler
Notary Public

BY-LAWS
OF
THE POINTS NORTH ASSOCIATION
(A Non-Profit Corporation)

The Points North Homeowner's Association, a non-profit corporation, hereinafter referred to as "Association", hereby adopts the following By-Laws:

ARTICLE I
OFFICES

SECTION 1. Principal Office. The principal office of the corporation shall be located at 1305 18th Street, Spirit Lake, Dickinson County, State of Iowa.

SECTION 2. Registered Office. The registered office of the corporation shall be as provided in the Articles of Incorporation subject to change by resolution of the Board of Directors. Any such change must be filed with the Secretary of State. The registered office must be located and maintained within the State of Iowa and a registered agent must maintain a business office at that address as required by the Iowa Business Corporation Act.

SECTION 3. Other Business Offices. The corporation may maintain offices at such other places, either within or without the State of Iowa, as the Board of Directors may designate or as the business of the corporation may require from time to time.

ARTICLE II
MEMBERS

SECTION 1. Members. Voting members consist of the "owners" as defined in these bylaws. The term "owner" shall mean a person who is the record title holder in possession or, in the case of a contract sale, the contract purchaser in possession of a home or duplex on Lots 4-6 and Lots 8-13 in the Points North Addition to the City of Spirit Lake, Dickinson County, Iowa, and additionally may include any owners of duplexes located on Lots 1-3 of the Points North Addition as further provided in these Bylaws. In the event of multiple, corporate or fiduciary ownership, the owner or owners shall designate a person who is to act as owner in connection with the Association. Each unit shall be entitled to have one vote and the vote shall not be split. A unit is defined as a dwelling unit. Each side of a duplex is a "unit" and each single family home is a "unit".

SECTION 2. Annual Meeting. The annual meeting of the members shall be held annually at a time selected by the Board during the first two weeks of July, to elect a Board of Directors and transact such other business as may properly come before the meeting. If the election of directors shall not be held on the day designated herein for any annual meeting of the members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special members meeting as soon thereafter as conveniently may be.

SECTION 3. Special Meetings or Special Votes of Members. Special meetings of the members, for any purpose or purposes, may be called by the President or by the Board of Directors, and shall be called by the President or Secretary at the request of

the holders of not less than twenty percent of all the outstanding memberships of the corporation entitled to vote at the meeting.

The Board may also determine reasonable and fair means from time to time to obtain the vote of members in lieu of a special meeting, using any appropriate method of polling which results in a printed record of the vote taken. Such methods may include, but are not limited to, email voting on particular issues.

SECTION 4. Place of Meeting. The place of meeting, if a physical meeting is taking place, shall be the Points North Clubhouse or such other suitable place as may be stated in the notice of meeting, but not more than ten miles from Points North.

SECTION 5. Notice of Meetings. Not less than ten but not more than fifty days prior to the date of the meeting or vote, the Secretary shall send or cause to be sent, an electronic, written or printed notice stating the place, day and hour of the meeting or matter to be voted upon. In the case of the annual meeting, the notice shall also include an agenda and the minutes of the last meeting; an accounting of the last fiscal year's transactions and budget; and the proposed fiscal budget for the coming fiscal year.

SECTION 6. Quorum. A simple majority of the members of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of members. If a quorum exists, the affirmative vote of the majority of the memberships represented at the meeting and entitled to vote shall be the act of the members, except under certain circumstances, where a greater number of votes or class voting may be required by the Iowa Business Corporation Act, the Articles of Incorporation or the Bylaws of the corporation. If a quorum shall fail to attend any meeting, the chairperson of the meeting or a majority of the votes present may adjourn the meeting to another place, date or time.

SECTION 7. Proxies. At all meetings of members, a member may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. Unless otherwise provided in the proxy, it shall be valid for precisely eleven months from the date of its execution.

SECTION 8. Voting of Memberships. Each member shall be entitled to one vote upon each matter submitted to a vote at a meeting of the members.

SECTION 9. Voting by Ballot. Voting by members on any question or in any election may be viva voce unless the presiding officer shall order or any member shall demand that voting be by ballot.

SECTION 10. Organization.

(a) Such person as the board of directors may have designated, or in the absence of such a person, the President, or in his or her absence, such person as shall be designated by the holder of a majority of the memberships present at the meeting, shall call meetings of the members to order and shall act as chairperson of such meetings.

(b) The Secretary of the Corporation shall act as Secretary at all meetings of the members, but in the absence of the Secretary, at any meeting of the members, the presiding officer may appoint any person to act as Secretary of the meeting.

SECTION 11. Conduct of Business. The chairperson of any meeting of members shall determine the order of business and procedure at the meeting, including such regulation of the manner of voting and the conduct of business according to Robert's Rules of Order.

ARTICLE III BOARD OF DIRECTORS

SECTION 1. General Powers. The business and affairs of the Corporation, including the control and disposition of its property and funds, shall be managed by its Board of Directors. The powers and duties of the Board shall include all of the powers and duties existing under Chapter 504A of the Code of Iowa. These powers and duties shall include but not be limited to the following, subject however to the provisions of the Articles of Incorporation and these By-Laws:

i. To make and collect assessments from members to pay the costs and expenses of the association subject to pay costs and expenses of the association subject to the restrictions contained in these bylaws. Non-payment of any assessment when due subjects the non-payer to an interest charge to be established by the Board. Every assessment and any attendant interest are the personal obligation of the owner of the property assessed. Any non-paid and past due assessment shall constitute a lien against all property subject to the assessment as of the time the assessment is past due. Such assessment lien may be foreclosed by the Association as permitted by law and the Association shall be entitled to recover from the property owner the assessment, interest, and all costs including reasonable attorney fees. Interest on delinquent assessments shall be at 10% APR from the date due until paid. The assessments shall be assessed on a quarterly basis.

ii. To use the proceeds of assessments in the exercise of the powers and duties of the Board;

iii. To maintain, repair, furnish, replace and operate the common areas owned by or shared by all of the unit owners in Points North and to regulate the snow removal and lawn maintenance on each of the individual units and lots. These duties apply to Lots 1-3 of Points North only if the owners of units on those lots become members of the corporation.

iv. To purchase insurance upon the property and insurance for the operation of Association and its members, including but not necessarily limited to casualty and liability insurance;

v. To reconstruct, improvements after casualty and to further improve the property;

vi. To make and amend reasonable regulations, standards and rules of conduct regarding the use and occupancy of the property;

vii. To enforce by legal means, if necessary, the provisions of law, the Master Covenants, Articles of Incorporation and regulations, standards and rules of conduct properly adopted;

viii. To contract for snow removal and mowing of individual lots. The Board shall also have the power to employ attorneys, accountants, and such other professional persons as necessary to assist in said management and to pay a fee to an association's secretary for maintaining the corporate books and records which shall be maintained on a computer; and,

ix. The designation and removal of personnel necessary for the maintenance, repair, replacement and operation of the common areas and facilities.

SECTION 2. Composition; Selection; Terms of Office. The Board of Directors shall consist of three (3) individuals selected as follows:

At the first annual meeting of the members of the corporation three Directors shall be elected for a term of one year. Thereafter elections shall be held annually at the annual meeting. The three nominees receiving the most votes shall be the three Directors elected. In the event of tie all members present will cast those votes only for those Directors involved in the tie vote with the Directors receiving the most votes being elected.

SECTION 3. Election and Tenure of Directors. Directors of the corporation shall be appointed or elected by the members at the annual meeting until, his successor shall have been duly elected, and qualified, or until his prior death, resignation or removal.

SECTION 4. Resignation. Any director of the corporation may resign at any time by giving written notice of his resignation to the President or the Secretary. Such resignation shall be effective as of the time specified therein. If no specification is made, it shall be effective upon its receipt. Acceptance of the resignation is unnecessary for purposes of making such resignation effective, unless so specified therein.

SECTION 5. Removal. Any director may be removed, with or without cause, at a special meeting of the members which has been called for the express purpose of removing such director, by a vote of sixty percent of all the members entitled to vote at an election of directors. When any director is so removed, thus creating a vacancy, the members may elect a new director at the same meeting to fill such vacancy and complete the unexpired term of such director removed. The vacancy may also be filled in accordance, with Section 6 of this Article.

SECTION 6. Vacancies. A vacancy occurring in the Board of Directors may be filled as set forth in Section Two (2), the newly elected director to complete the unexpired term of his predecessor, if any.

SECTION 7. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw as established by the Board of Directors. The Board of Directors may provide, by resolution, the time and place, within or without the State of Iowa, for the holding of additional regular meetings without other notice than such resolution.

SECTION 8. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any one director.

SECTION 9. Notice and Waiver. Notice of any special meeting shall be given at least two days previous thereto by electronic, written or verbal notice reasonably calculated to alert the director to the date, time, place and purpose of the meeting.

SECTION 10. Quorum. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the members of the Board is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 11. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 12. Compensation. By resolution of the Board of Directors, the directors may be paid their out of pocket expenses, if any, related to their work for the corporation. The Board of Directors shall not receive any compensation for its work, except that the Treasurer may be paid if the Board so determines from time to time.

SECTION 13. Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors at which action of any corporate matter is taken shall be presumed to have assented to the action unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered or certified mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 14. Informal Action by Directors. Any action required or permitted by Iowa law, the Articles of Incorporation or these Bylaws to be taken at a meeting of the directors or a committee thereof, may be taken without a meeting if consent in writing setting forth the action so taken, shall be signed by all of the directors or members of the committee, as the case may be.

SECTION 15. Committees. The Board of Directors, by resolution, may create an Executive Committee and one or more other committees from among its members. Such committees, however, shall not have the authority of the Board of Directors in matters concerning the amendment of the Articles of Incorporation or the Bylaws of the corporation, adoption of merger or consolidation, dissolution of the corporation, or the filling of vacancies occurring in the Board. Each committee shall conduct itself independently in the performance of its duties and shall report to the full Board on its activities as requested by the Board.

SECTION 16. Order of Business.

(a) At meetings of the board of directors, business shall be transacted in such order as, from time to time, the board of directors may determine by resolution.

(b) At all meetings of the board, the President, or in the President's absence, the Secretary shall preside.

ARTICLE IV

OFFICERS

SECTION 1. Number. The officers of the corporation shall consist of a President, and a Secretary/Treasurer. The same person may not hold more than one office.

SECTION 2. Election and Term of Office. The officers of the corporation shall be elected by the Board of Directors at any regular meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified or until his death or until he shall resign or shall, have been removed in the manner hereinafter provided.

SECTION 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board whenever in its best judgment the best interests of the corporation would be served thereby, but such removal shall be without limitation on the contract rights, if any, of the person so removed to recover damages for a breach thereof.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term. The creation of a new office, increasing the number of offices shall be considered and treated as a vacancy.

SECTION 5. The President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the members and Board of Directors. He shall have authority to sign, execute and acknowledge, on behalf of the corporation, all instruments which the Board of Directors has expressly authorized to be executed by him or has impliedly authorized to be executed by him as occurrences in the ordinary course of business of the corporation. Authorization to so execute is only to be withheld in such matters where an express delegation of authority has been made to another officer or agent of the corporation by the Board of Directors or by these Bylaws or as required by law. The President himself may delegate the authority to sign, execute and acknowledge such documents or instruments to another officer or agent in his place. In general, he shall perform all duties incident to the office of President and such other duties as may be presented by the Board of Directors from time to time.

ARTICLE V

CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument or to acknowledge any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors, and ratified at a meeting of the members duly called by majority vote. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation, and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI

RESTRICTIONS ON CORPORATE ACTS AND DEVELOPERS RETAINED RIGHTS

SECTION 1. Developer's Retained Rights. The Developer of the property subject to these Bylaws, Covenants, and Duplex Agreements is Progressive Companies, Inc. of Spirit Lake, Iowa. Until such time as all lots and units in Points North have been sold by the Developer the Developer retains the exclusive right to appoint all members of the Board of Directors, all officers of the corporation, and to amend without vote of the other members these Bylaws, Master Covenants, and Duplex Agreements. Provided, however, that the Developer shall not cause to be built less than 14 units nor more than 18 units on Lots 4-6 and 8-13 without approval at least 50% of the then third party owners of units and lots. The purchaser of any lot which at the time of any vote is unbuilt upon shall be deemed to have one vote. The Developer may transfer its rights to any successor.

SECTION 2. Contracts Between Corporation and Related Persons. Any contract or other transaction between the corporation and one or more of its directors, or between the corporation and any firm of which one or more of its directors are members or employees, or in which he or they are interested, or between the corporation and any corporation or association of which one or more of its directors are members, directors, officers, or employees, or in which he or they are interested, shall be valid for all purposes notwithstanding the presence of such director or directors at the meeting of the Board of Directors of the corporation which acts upon, or in reference to, such contract or transaction, and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors, shall, nevertheless, authorize, approve and ratify such contract or transaction by a vote of a majority of the directors present; such interested director or directors to be counted in determining whether a quorum exists, but not to be counted as voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

ARTICLE VII INDEMNIFICATION

SECTION 1. Indemnification. Except for any prohibition against indemnification specifically set forth in these Bylaws or in Chapter 504A, Code of Iowa, at the time indemnification is sought by any Member, director, officer, employee, volunteer or agent of the Corporation, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a Member, director, officer, employee, volunteer or agent of the Corporation, or is or was serving at the request of the Corporation as a member, director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other-enterprise (such serving as a Member, director, officer, employee or agent of the Corporation or at the request of the Corporation referred to herein as "serving on behalf of or at the Corporation's request"), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Indemnification: Further Provisions. If a Member, director, officer, employee, volunteer or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that the indemnification of such person is proper because he or she has met the applicable standard of conduct set forth in Section 1. Such determination shall be made:

- a) by the Board of Directors by a majority vote of a quorum consisting of directors not parties to such action, suit or proceedings, or
- b) in a written opinion by special independent counsel selected by the Board of Directors by a majority vote of a quorum consisting of directors not parties to such action, suit or proceedings, or
- c) if the requisite quorum of the full Board of Directors cannot be obtained through disinterested directors, in a written opinion by special independent legal counsel selected by a majority vote of the full Board of Directors in which, directors who are parties may participate. Expenses incurred by defending a civil or criminal

action, suit or proceedings as authorized in the manner provided in this Section 2 upon receipt of an undertaking by or on behalf of such person that such person believes in good faith that he or she has met the applicable standard of conduct set forth in Section 1 and that such person will repay such amount unless it shall ultimately be determined that he or She is entitled to be indemnified as authorized herein. The indemnification and advancement of expenses provided herein shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses provided herein shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision in the Articles of Incorporation or Bylaws, any agreement, any vote of members, or disinterested directors, or otherwise, both as to actions in the personal and official capacity entitling the person to indemnification and advancement of expenses under these provisions and as to actions in other capacities concurrently held by those seeking indemnification or advancement of expenses. However, no person shall be provided indemnification by any provision of the Articles of Incorporation or Bylaws, by any agreement, or otherwise, for any breach of a duty of loyalty to the Corporation or its Members, for any act or omission not in good faith or which involves intentional misconduct or knowing violation of the law, or for any transaction from which the person derives an improper personal benefit. The indemnification provided herein shall continue as to a person who has ceased to be a Member, director, officer, employee, volunteer or agent and shall inure to the benefit of the heirs, executors, personal representatives and administrators of such a person. The Board of Directors shall have power to purchase and maintain insurance on behalf of any person who is or was serving on behalf of or at the Corporation's request against any liability asserted against him and incurred by him in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions hereof.

ARTICLE VIII

WAIVER OF NOTICE

Whenever any notice is required to be given to any member or director of the Corporation under the provisions of the Articles of Incorporation or under the provisions of the Iowa Nonprofit Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. For purposes hereof, facsimile signatures shall be adequate to show consent for such waiver.

ARTICLE IX

SEAL

The Corporation will not have a seal.

ARTICLE X

AMENDMENTS

Except as otherwise expressly provided in these Bylaws, these Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the affirmative vote of sixty percent of all members, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for special meetings of members. No amendment to these Bylaws shall be effective unless approved by the Developer for so long as the Developer owns unsold lots or units in the development. During that ownership the Developer may amend these Bylaws in writing without approval of third party owners and the Developer shall then record the amendments and give notice by regular mail to the third party owners.

ARTICLE XI

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January of each year and end on the thirty-first day of December of each year.

ARTICLE XII

COVENANTS AND DUPLEX AGREEMENTS

Covenants running with the land shall be adopted by the Developer and shall be binding on the owners association and its members. Those covenants may not be amended without the express written permission of the Developer so long as the developer owns unsold lots or units in the development. However, the Developer retains the right to amend those covenants without vote of the members of the corporation. Thereafter the covenants may be amended by an affirmative vote of 60% of the members present at a duly called meeting of the association members.

The Developer shall put in place duplex agreements governing each duplex built in the development. Those duplex agreements may be amended in writing between the owners of the both halves of a duplex provided that any such amendment shall be in writing and recorded of record and shall not violate the covenants of the overall development.

ARTICLE XIII

RIGHTS OF OWNERS OF LOTS 1-3 IN PLAT OF POINTS NORTH ADDITION TO THE CITYH OF SPIRIT LAKE

The Points North Homeowner's Association, Inc., does not govern the usage or ownership of Lots 1-3 in the Plat of Points North Addition. Lots 1-3 were developed by a separate developer.

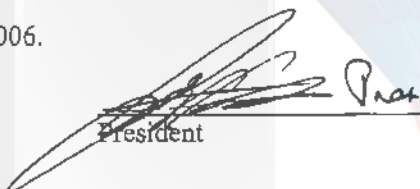
- ∴ Progressive Companies, Inc., as Developer of Lots 4-13 has the right until all of lots and units are sold to allow the owners of units on Lot 1-3 to buy into the common areas of the association and become a member of the association. In the event that an owner of any unit in Lots 1-3 buys into the common area then that owner shall pay the same

association dues and have the same rights and duties as every other member of the Points North Homeowner's Association.

At such time as the Developer has sold all its lots and units on Lots 4-13 of the Points North Addition then the right to admit units owners of Lot 1-3 shall be controlled exclusively by the Points North Homeowner's Association which shall agree by affirmative vote of at least 51% of the members at any duly called meeting whether to admit a unit owner as a member and the price for such admission. The admission price shall be paid to the Points North Homeowner's Association and the funds used by the association in the manner prescribed by these Bylaws. In no instance shall any of the admission funds be paid to private owners in the Points North Addition.

Until such time as the Developer has sold all of its lots and units it may also allow the owners of units on Lots 1-3 to contract with the association's maintenance personnel for mowing and snow removal at the same price as paid by members. Any owner of units on Lots 1-3 who contracts for snow removal and lawn maintenance while the Developer is controlling this corporation shall have the right to renew the contract annually. Any owner of units on Lots 1-3 who does not contract with the Developer, but later decides to contract with the corporation shall do so only upon approval of the Board of Directors.

Dated this 6th day of October, 2006.


President

STATE OF IOWA)
)ss.
DICKINSON COUNTY)

On this 6th day of October, 2006, before me, the undersigned, a Notary Public, in and for the State of Iowa, personally appeared Larry Stoller, to me personally known; who being by me duly sworn, did say that he is the President of the corporation executing the within and the foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the authority of its Board of Directors; and that Larry Stoller, as said officer acknowledged that the executive of the foregoing instrument to be in the voluntary act and deed of the corporation, by it and by him voluntarily executed.


Notary Public



Prepared by:
Larry A. Stoller 1305 18th Street Spirit Lake 712-336-1752

MASTER COVENANTS FOR LOTS 4-13 IN THE PLAT OF POINTS NORTH ADDITION TO
THE CITY OF SPIRIT LAKE, DICKINSON COUNTY, IOWA

WHEREAS, Developer, Progressive Companies, Inc. is the owner of certain real estate located in Dickinson County, Iowa, and more particularly described as Lots 4-13, in the Plat of Points North Addition to the City of Spirit Lake, Dickinson County, Iowa;

WHEREAS, Developer has formed a homeowner's association known as The Points North Homeowner's Association, Inc.,; and

WHEREAS, the Developer possesses the right to develop all of the property described above and to revoke any previous covenants regarding that property; and

WHEREAS, it is in the best interest of the developer and the future owners of property in Points North to provide restrictive covenants governing the usage and design of the units in Points North;

NOW, THEREFORE, the Developer, Progressive Companies, Inc., hereby adopts the following Master Covenants for Lots 4-13 in the Plat of Points North Addition to the City of Spirit Lake, Dickinson County, Iowa; to-wit:

1. MANDATORY APPLICATION. The absence of specific reference to these Covenants in any subsequent transfer of property within Lots 4-13 of Points North shall not effect the application of these Covenants, and said lands within said lots shall continue to be subject to these Master Covenants. No property owner within Points North may waive the application of these Covenants to said owner's property or otherwise avoid liability for assessments set out below.

2. LANDS SUBJECT TO ASSESSMENT. Lots 4-13 in Points North are being developed as a residential development. The property located in Points North developed for residential use shall be subject to assessment by the Homeowner's Association in accordance with provisions stated below and in the Bylaws of the Points North Homeowner's Association, Inc. No part of the common area (including Lot 7) or other property not occupied by residential units shall be subject to assessment.

Any lots or units owned by the Developer in Points North and not yet sold shall not be subject to assessment. Instead the Developer shall be responsible for its proportionate share of the cost of maintenance of the common areas and insurance and shall solely be responsible for the cost of snow removal and lawn maintenance on the unsold lots and units.

3. ZONING. Any provision for usage of Lots 4-13 in Points North which is not otherwise governed by these covenants, any duplex agreements, or the Bylaws of the Homeowner's Association shall be subject to the zoning ordinances of the City of Spirit Lake, Iowa. In the event that any provisions of these covenants are inconsistent with the zoning ordinances then the zoning ordinances shall control.

4. COMMON AREA. The common areas shall include the outdoor pool, community building, and pond. The common areas shall also include the common sidewalk and any identifying signage within the Points North development.

The mowing, trimming, raking, fertilizing, and other similar maintenance of all common area landscaping throughout the development as well as the common areas including trees, shrubs, hedges, and lawn as well as snow removal on all paved areas shall be the responsibility of the association to be accomplished at the association's expense and under the association's control. All landscaping and maintenance of the landscaping within individual lots shall be the responsibility of the individual owners of the lots subject to any duplex agreements and subject to establishment by the Homeowner's Association of any standards of maintenance. In the event that any individual lot unit or unit owner is not properly maintaining the landscaping, raking leaves, mowing grass, or properly watering or fertilizing then the association upon five days written notice shall have the right to take over those responsibilities and charge the unit owner accordingly. The association may contract with independent contractors for the duties set forth above and shall allow individual unit owners to contract for lawn care and snow removal through the association. In the event that individual unit owners so contract with the association the fees for those services shall be collected as assessments and unpaid assessments shall be a lien upon the owners unit and land as set forth in the Bylaws of the corporation.

5. COMMUNITY BUILDING AND POOL. The Developer has included a community building, outdoor pool, and watered pond in the development. The maintenance and repair cost and all other attended expenses of the community building, pool, and pond are the responsibility of the homeowner's association and the homeowner's association may adopt such rules and regulations with regard to the use of the community building and pool as it deems appropriate. In no instance shall the homeowner's association sell rights to use the community building or pool to persons not owners of Lots 4-13 in the Plat of Points North nor rent the usage of those facilities. In no instance shall swimming be allowed in the common area pond.

6. OWNERSHIP OF THE COMMON AREAS. The Developer shall transfer ownership of the common areas to the Points North Homeowner's Association, Inc., which shall be responsible for maintaining insurance on the common areas and paying the taxes thereon.

7. PROHIBITIONS. No person shall, without the written approval of Developer, and the homeowner's association permit the running of animals at large in violation of city ordinance; light any fires not allowed by city ordinance; fell any trees or injure any landscaping; interfere with any drainage, utility, or access easements; build any structures other than animal kennels or lawn storage shelters in compliance with city ordinances; or interfere with any water control structure or apparatus. The owners of units at Points North shall be allowed to keep such domestic pets as are allowed by city zoning ordinances and maintained in control in accordance with city zoning ordinances. All owners of pets must collect and dispose of all waste deposited by their animals and animals will not be allowed in the pool or community building.

8. HOMEOWNER'S ASSOCIATION. A homeowner's association has been organized for the purposes of operating, maintaining, managing and improving the common areas of Points North and for the purpose of enforcing these covenants. The covenants shall be deemed incorporated within the Bylaws of the corporation and the Bylaws of the corporation incorporated within these covenants.

9. QUARTERLY MAINTENANCE ASSESSMENT. The homeowner's association has the power to levy and collect quarterly maintenance assessments as provided in the Bylaws. The homeowner's association also has the power to spend the assessments as set forth in the Bylaws.

The manner of collection of the quarterly assessments and any special assessments shall be set by the Board of Directors of the association.

10. INVALIDATION. In the event that any court shall invalidate any provision of these Covenants, the remaining provisions of the Covenants shall not be affected, but instead shall remain in full force and effect.

11. DEVELOPER'S RESERVED RIGHTS. Until all units and lots are sold Developer shall retain the right to maintain an office in the community building or at Developer's option elsewhere at Points North. Such office space may be used by the Developer without charge. Until all units and lots are sold any alterations or additions to the property within Points North relating to fencing, landscaping, color or design or structures by any owner shall first be approved by the Developer.

12. AMENDMENTS. These Covenants may be amended at any time upon approval of sixty percent (60%) of all Association members entitled to vote except that these covenants may not be amended without the approval of the Developer while the Developer has unsold lots and units and the Developer may amend these Covenants during that time without vote of the members.

13. TRANSFER OF MEMBERSHIP IN THE CORPORATION. No owner may sell his/her unit in Points North without transferring ownership of their membership interest in the Points North Homeowner's Association. No transfer of ownership of a membership interest in the Points North Homeowner's Association may be made except upon transfer of the unit owner's property.

14. DESIGN STANDARD. No vinyl or aluminum siding be shall be used on the exterior of any unit. Only duplexes or single family homes may be on built on any lot.

Dated this 6th day of October, 2006.

PROGRESSIVE COMPANIES, INC.,

[Signature]
By: Larry Stoller, its President

STATE OF IOWA, DICKINSON COUNTY, ss:

On this 6th day of October, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Larry Stoller, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said President, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



Tammy Zehler
Notary Public