

Prepared by: James Vernon Hicks, 109 N. Third St., Knoxville, IA 50138, 641-842-2197
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REVISED, AMENDED AND SUBSTITUTED PROTECTIVE COVENANTS

CRYSTAL LAKE ASSOCIATION

TO THE PUBLIC:

Property Owners of Crystal Lake Association and the undersigned, representing the owner of a majority of the lots in "Knoxville Estates", according to the plat thereof recorded in Book 87, Page 5, Land Deed Record, Marion County, Iowa, being a subdivision of part of the South half of Section 8, Township 75 North, Range 19 West of the 5th P.M., and Crystal Lake, Inc., being the association that has been formed to administer and enforce the covenants which pertain to said subdivision, do revoke, cancel and set aside the revised, amended and substituted protective covenants filed September 12, 1994, in Book 6H, Page 56 of the Miscellaneous Record, and which were re-filed on October 5, 1994, in Book 6H, Page 161 of the Miscellaneous Record in the office of the Marion County, Iowa, recorder. These covenants amended the "restrictive covenants" adopted and filed in connection with the platting of said subdivision on the 30th day of April, 1965. The undersigned do hereby approve, endorse and adopt the following "Revised, Amended and Substituted Protective Covenants", to-wit:

1. Except as to (a) lots shown on said plat as streets; (b) Outlots "A", "B" and "C"; (c) Lots 240 through 249 (which may be used as commercial lots and/or multiple dwelling lots; and (d) Lot 161 (which is to be used for beach area and a lot to be designated for boat ramp purposes); all other lots shall be known, described and used solely for residential purposes. No lot zoned for residential use, on the original Knoxville Estates plat, may be rezoned for commercial use or development. All dwellings erected on said lots shall face the street upon which the lot fronts, and per Marion County zoning guidelines, no part of any dwelling located on said lots shall be nearer than 35 feet from the front lot line, 12 feet from each side lot line and 25 feet from the rear lot line. The provisions herein contained regarding setback lines and minimum square footage of floor space shall not apply to existing dwellings located in said subdivision on the date of the filing of these Revised, Amended and Substituted Protective Covenants, nor shall they apply when a variance from those provisions is specifically and affirmatively granted by the Building Committee provided for in paragraph 13 thereof.
2. All detached structures, whether permanent or portable (such as garages or storage buildings) constructed or located on any lot on which a dwelling has previously been constructed shall be to the rear of the dwelling and shall be sightly, of neat construction and of a character to enhance the value of the property, and the

construction thereof and the plats thereof must be approved by the Building Committee pursuant to paragraph 13 hereof. No building, whether permanent or portable, shall be constructed or located on any lot on which a residence has not previously been constructed unless constructed pursuant to plans approved by the Building Committee, and constructed on a lot which adjoins a lot owned by the same owner and upon which a residence has previously been constructed.

3. When any improvements are erected on any lot (residential or commercial) in the subdivision, the owner shall at the same time construct and connect said improvement to an adequate disposal facility and connect the same in compliance with the current regulations and specifications of the Iowa State Department of Health and of Marion County, Iowa. Such sewage disposal facilities shall be adequate, shall not contaminate any well, stream or lake and shall be regularly inspected. Non-mechanical systems shall at no time be permitted to drain or seep to the surface or into the lake at any point. On lots adjoining the lake, the owner must install said facilities at the furthest feasible and practical point from the lake. When a majority of the property owners in said subdivision deem a public sewer system necessary, each owner, whether legal or equitable, shall pay his proportionate share for said public sewer system by an assessment to be levied against each lot and each owner shall further hook onto and utilize said sewer.
4. No debris, junk, vehicles not regularly used, or unsightly accumulation of materials shall be allowed to remain on the premises of any lot.
5. All materials used in the construction of the outside of any building on any lot shall be new, unless permission is granted by the Building Committee referred to in paragraph 13 hereinafter to use such material as antique, wood, brick or stone. All buildings located on any lot shall be finished and painted or stained on the outside.
6. Except as to existing dwellings, no dwelling shall be constructed on any lot with less than 1200 square feet of floor space and said floor space shall be at ground level (for purposes thereof, ground level is the level facing the street) and shall include only actual living space under an enclosed roof and shall not include porches or porticos. No basement shall be occupied as a human residence until the exterior of said dwelling has been completed. No trailer or mobile home shall be used as a residence dwelling except that prefabricated conventional homes shall be permitted but must be on a permanent foundation. Upon commencement of construction of any building, said building shall be completed on the outside within six months. Basic grade completion, with grass cover, on all new construction, shall be completed within one year from the start of construction, and while building, a properly installed silt fence to minimize erosion, shall be used. Any new construction shall be required to have a 2-car attached garage.
7. In addition to the easement for utilities shown on the recorded plat of "Knoxville Estates", Red Rock Lake Development further reserves unto itself and Crystal Lake, Inc., the perpetual right, power, privilege, and easement to occasionally overflow, flood and submerge that portion of any lot in said subdivision lying below elevation 95 as shown on said plat, said elevation being the top of the dam. No minimum water level of the lake is guaranteed. Crystal Lake Association, its successors and assigns, further reserves a perpetual ten foot easement along all lot lines for utility installation and maintenance.

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8. The maximum height of any building on any lot adjoining the lake (Outlot "A") shall be no more than 16 feet above the highest grade line of the dwelling. For purposes hereof, grade line shall be the highest elevation of dirt adjoining the foundation.
9. The only signs that shall be placed or maintained on any lot are the name or names of the owners, real estate signs indicating a resident's house for sale and builder's sign. These signs shall not be over 18" x 24". Builder's signs shall be removed as soon as the house is completed or sold.
10. No animals, other than small household pets, shall be kept on any lot. Household pets shall be kept on a leash when not in an enclosure; and while exercising this pet, the owner is responsible for the prompt removal of any excretion left on another's property. Any unleashed dog, cat, or other small household pet not in an enclosure shall be considered a stray and will be disposed of properly.
11. The owner of each lot shall mow and keep free of weeds and underbrush the property they own. In the event the owner fails to mow said weeds and underbrush by May 16th of any calendar year, Crystal Lake Association, or its agents, hereby expressly reserve the right to mow said lot and to continue to mow said lot for the balance and remainder of such calendar year and charge the owner a reasonable fee for such services. In no case shall said mowing expense exceed \$200 per year and in the event said mowing expense is not paid by the owner the same shall become a lien upon the real estate owned in said subdivision by the owner. Crystal Lake Association shall not be responsible for the destruction of flowers and shrubs in the event the mowing is performed by Crystal Lake Association or its agents or assigns.
12. All persons purchasing lots in said subdivision agree to abide by the rules and regulations regarding the use of Crystal Lake (Outlet A) as promulgated by Crystal Lake, Inc. for the purpose of maintaining and upgrading the subdivision in the future. Each lot owner shall:
 - A. Automatically become a member of Crystal Lake, Inc.;
 - B. Pay dues to Crystal Lake, Inc. at the current rate of \$100 (for an improved lot) which residence or buildings have been constructed, and \$50 per year (unimproved lot) for which residence or buildings have not been constructed.
 - C. Crystal Lake, Inc. shall own and maintain Crystal Lake (Outlet A) and the lots deeded to Crystal Lake, Inc. for the purpose of a beach and boat ramps.
 - D. Crystal Lake, Inc. shall own and maintain the waterlines and assess property owners for the upkeep and operating losses as needed.
13. All building plans, sewage disposal facility plans, and the location of said buildings and sewage disposal facilities on said lots, whether residential or commercial, must first be approved in writing by the Building Committee before any construction is begun. The Building Committee shall consist of six owners of Lots, who shall be appointed by the President of Crystal Lake, Inc. Four members of the said Building Committee shall constitute a quorum for the conduction of business coming before the Building Committee.

14. With respect to residential dwellings, no action shall be taken by the said Building Committee without a meeting at which at least a quorum is present and without the affirmative vote of not less than four (4) members of the Building Committee.
15. With respect to appurtenant structures, including but not limited to garages and storage sheds, no action shall be taken by the said Building Committee without a meeting at which at least a quorum is present, or without the affirmative vote of not less than four (4) members of the Building Committee. If the Building Committee does not take action on any appurtenant structure applications within thirty (30) calendar days after submission of the application for approval, the application shall be deemed granted, subject, however, to all restrictions contained in these Protective Covenants.
16. Any variances from these Protective Covenants may only be granted by affirmative action of the Building Committee.
17. These Protective Covenants may be amended at any time by a vote of the majority of the legal title holders of lots within said addition at a meeting called by any lot owner for that purpose. Notice of said meeting shall be by publication in two consecutive weeks of the current area publication and by mail with a ballot enclosed for absentee voting, mailed at least two weeks before each meeting. Each legal title owner shall have one vote at such meeting and in the event of multiple ownership of any lot there shall be only one vote per lot. Absentee voting will be allowed on proposed amendments to these Protective Covenants.
18. These Protective Covenants are entered into and agreed upon for the benefit of each and every lot owner in the entire subdivision and for the further purpose of enhancing the value of each and every lot located within the said subdivision. These Protective Covenants shall run with the land. The seller of any lot shall inform the buyer of that lot of the existence of these Protective Covenants, and provide the buyer with a copy of these Protective Covenants. Any person owning any property in this addition, whether a legal or equitable title holder, may bring proceedings at law or in equity to prohibit the violations of any of these Protective Covenants. Any property owner damages by any violation of any of these Protective Covenants may institute legal action for recovery of those damages from the violator. These Protective Covenants shall be in effect until January 1, 2019. At such time, said Protective Covenants shall automatically be extended for consecutive successive renewal periods of ten years, unless, by a vote of the majority of the then legal title owners of the lots, it is agreed to change said Protective Covenants in whole or in part. The property owners may adopt Rules and Regulations as needed to implement and enforce these Protective Covenants and to improve the development, but said Rules and Regulations shall not replace or in any way override these Protective Covenants.
19. No future development(s), contiguous to this development or otherwise, shall impact these covenants in any way.
20. Invalidity of any one of these Protective Covenants by Judgment or Court Order shall in no way affect the other Protective Covenants which shall accordingly, remain in full force and effect.

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Dated this 23 day of November, 2018.

Crystal Lake Association

By: Robby Evinger
Robby Evinger

Crystal Lake, Inc.

By: Chris Agan
Chris Agan, President

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VERIFICATION

STATE OF IOWA :
: ss.
MARION COUNTY :

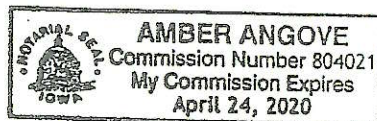
I, Chris Agan, as President of Crystal Lake, Inc., do depose and state:

1. That notice of a meeting called for the purpose of amending the Protective Covenants was given as required by the Revised, Amended and Substituted Protective Covenants filed September 12, 1994, in Book 6H, Page 56 of the Miscellaneous Record and subsequently re-recorded in Book 6H, Page 161 of the Miscellaneous Record in the office of the Marion County, Iowa, Recorder.
2. That I have personally counted the ballots returned on the vote for the revised, amended and substituted protective covenants.
3. That after the counting of all ballots returned, including absentee ballots, a majority of the legal title holders of lots in Crystal Lake, Inc. approved the revised, amended and substituted protective covenants herein.

I so state this 23 day of November, 2018.


Chris Agan, President

Subscribed and sworn to before me by the said Chris Agan this 23rd day of November, 2018.




Notary Public in and for said State.