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INSTR. NO. 017055

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JAN BERTSCHMILLER
RECORDER
DICKINSON COUNTY, IOWA
FEE \$ 21.00

Prepared by: John M. Bjornstad, 832 Lake Street, Spirit Lake, Iowa 51360 712-136-2000

**Declaration of Restrictive Covenants,
Lake Access, Utility/Sewer Provisions
and General Provisions of
East Oak Estates**

WHEREAS, the Plat of East Oak Estates, Dickinson County, Iowa, was dated on May 9, 1978, and filed of recorded on May 9, 1978, in Abstract Book 13, Page 147 of the Dickinson County Recorder's Office, and

WHEREAS, a question has arisen whether the restrictive covenants, lake access, utility/sewage provisions and general provisions of the Plat of East Oak Estates remain in effect by reason of the 21-year statute of limitations provided by Section 614.24 of the Code of Iowa.

NOW, THEREFORE, the undersigned being the President and Secretary of the East Oak Estates Property Owners Association, hereby affirm and reaffirm the following covenants and provisions:

General Covenants

1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any lot other than a single family dwelling with attached garage. An unattached storage shed (garden shed) shall be permitted with colors coordinating with the home exterior. No metal construction storage shed will be permitted and will not be allowed on the roadside. Plans must be approved by the Board. All exterior shall have earth tone colors, blending with and so as not to distract from the natural environment.

2. Parking Area. Residents of the subdivision shall provide off-street parking facilities for all vehicles regularly operated within the subdivision.

3. Nuisances. No noxious or offensive trade or activity shall be carried on upon any lot or tract nor shall anything be done which may be or become an annoyance to the neighborhood. Owners of lots in the subdivision are to keep said lots neat in appearance at all times. No large vehicles such as large trucks or buses shall be parked in the subdivision except those brought in

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temporarily in connection with service or in case of emergencies. For the purpose of this provision, the holding of animals for commercial sale and/or breeding is a nuisance.

4. Temporary Structures. No basement, tent, shack, barn, mobile home, garage, or other building erected or placed within the subdivision or on any lot therein shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character or of less than one story above ground be used as a residence. Overnight camping is not allowed unless a permanent dwelling is on the property.

5. Maintenance. The titleholder of each lot or tract, vacant or improved, shall keep said lot or tract free of weeds and debris.

6. Dwelling Placement. No dwelling shall be erected upon any lot except that it provide for a set back from street of not less than that set back shown on sketch, marked "Bldg. Set Back Lines", filed with the preliminary plat of East Oak Estates, Ltd.

Restrictive Covenants

1. Dwelling Size. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1200 square feet of dwelling for single story structures or 1200 square feet of main floor of a structure of more than one story. No more than one dwelling shall be located or erected on any one lot. No lot may be subdivided for purposes of evading this provision. Structure of the home must be on-site construction with minimum 5-12 roof pitch. Construction must be completed within one year and plans including landscaping, walks and fences to be approved by the Board prior to construction. Modular and trailer houses are not permitted.

2. Parking Area. No recreational vehicles shall be parked on any lot. For the purposes of this provision, recreational vehicles shall include, but not be limited to, house trailers, travel trailers, motor homes and water craft.

3. Driveways. All driveways and parking areas shall be hard surface with black top or concrete and must adjoin street surface on all newly constructed homes.

4. Fences. No wall or fence shall be constructed on any lot until height, type, design and location has been approved by the Board. No metal yard fences shall be constructed.

5. Outside Lighting. Outside lighting on dwelling, yard and dock areas shall be restricted to a decorative type light fixture

or flood light attached to the dwelling and approved by the Board. No exterior lighting shall be installed so as to disturb the owner of any other lot. No large wood or steel electrical pole type security lights and/or vapor lights are permitted.

6. Utility Tanks. All utility tanks for fuel storage must be buried underground on new construction. Existing tanks must be covered from view by a fence or hedge.

Property Owners Road Maintenance Association

1. Purchasers of lots or tracts in East Oak Estates, or their heirs, successors or assigns, are hereby notified that the streets, alleys and easements for private and public access and utility placement have not been dedicated to Dickinson County, Iowa. That at the time of platting, it is the policy of Dickinson County, Iowa, to maintain certain designated streets and roads and to provide snow removal therefrom. That said designation is made by minutes of the Board of Supervisors and recorded in the office of the County Engineer.

2. As to any streets, roads, alleys and easements for private and public access and utility placement not maintained by Dickinson County, Iowa, the owners of lots and tracts within East Oak Estates shall form a Property Owners Association to provide for the maintenance of said streets and for snow removal and shall be bound by the assessment of the cost thereof against their lot or tract. It is understood that such assessment shall be payable within 30 days of such assessment and shall constitute a lien on said property which may be enforced by suit in rem or by any other remedy chosen by the Property Owners Association.

3. The Property Owners Association shall consist of five members, elected by ballot. Each lot in East Oak Estates shall be entitled to one vote and the owner of such lot shall cast said vote for the election of commissioners of East Oak Estates Property Owners Association. Members of the East Oak Estates Property Owners Association shall hold office until their successors are elected. Elections shall be held annually, supervised by the commissioners of the East Oak Estates Property Owners Association and notice of such election shall be given property owners by posted notice within the subdivision at least two weeks prior to the election. The commissioners of the Property Owners Association shall be the election judges of the election. Any property owner attempting to cast a ballot may be required to show ownership of tract or lots.

Lake Access

1. Lot 14 of East Oak Estates is herewith dedicated to the use of owners of tracts or lots within East Oak Estates for access to East Okoboji Lake. Structures on said Lot 14 or adjacent thereto in the Lake, such as marina docks and boat lifts, shall be accomplished under the supervision and direction of the East Oak Estates Property Owners Association, and the maintenance and repairs of said Lot 14 and structures located thereon or adjacent thereto shall be assessed against the property owners in the same manner as assessments are made for maintenance for streets, alleys and easements.


2. Such access to East Okoboji Lake shall be for the sole benefit of the property owners of East Oak Estates.

Utilities and Sanitary Sewage


1. All residential properties within East Oak Estates North shall dispose of sanitary sewage by Iowa Great Lakes Sanitary Sewer System.

General Provisions

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 21 years from the date these covenants are recorded, after which time said covenants shall be refiled and recorded with the state and county unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.



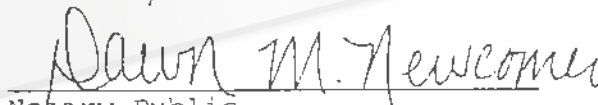
Larry J. Lewis, President



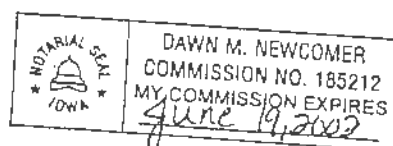
Sherri DeNoble, Secretary

STATE OF IOWA, COUNTY OF Clay, SS:

On this 9th day of October, 2001, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared Larry J. Lewis and Sherri DeNoble, to me personally, known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the East Oak Estates Property Owners Association; that said instrument was signed on behalf of said Association by authority of its Board of Directors; and that said President and Secretary as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said Association by it and them voluntarily executed.



Notary Public



Lake Access

1. Lot 14 of East Oak Estates is herewith dedicated to the use of owners of tracts or lots within East Oak Estates for access to East Okoboji Lake. Structures on said Lot 14 or adjacent thereto in the Lake, such as marina docks and boat lifts, shall be accomplished under the supervision and direction of the East Oak Estates Property Owners Association, and the maintenance and repairs of said Lot 14 and structures located thereon or adjacent thereto shall be assessed against the property owners in the same manner as assessments are made for maintenance for streets, alleys and easements.

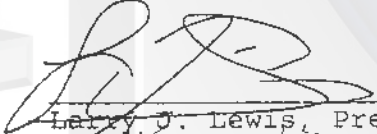
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General Provisions

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 21 years from the date these covenants are recorded, after which time said covenants shall be refiled and recorded with the state and county unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

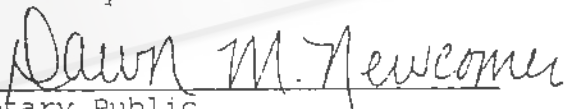

Larry J. Lewis, President

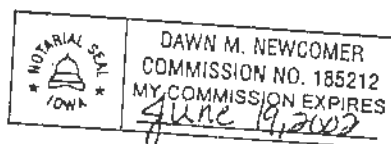

Sherri DeNoble, Secretary

STATE OF IOWA, COUNTY OF Clay, SS:

On this 9th day of October, 2001, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared Larry J. Lewis and Sherri DeNoble, to me personally, known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the East Oak

Estates Property Owners Association; that said instrument was signed on behalf of said Association by authority of its Board of Directors; and that said President and Secretary as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said Association by it and them voluntarily executed.


Notary Public



EAST OAK ESTATES
17263 LAKEWOOD DRIVE
SPIRIT LAKE, IA, 51360

Address
For
common
LOT -

↳ DAVID DAU - Pres.
Brian Haems V. Pros
Sheri DeWolve Sec/Treasurer
of Abraham - directors
Carm Lewis SA

PLAT

KNOW ALL MEN BY THESE PRESENTS:

That East Oak Estates, Ltd., an Iowa corporation, having its principal place of business in Dickinson County, Iowa, and Roy J. Cook and Gladys Cook, husband and wife, of Dickinson County, Iowa, are the owners in fee simple of the following described real property, to-wit:

A tract of land in the North 1/2 of the Northwest 1/4 and U. S. Government Lot 1, all in Section 14, Township 99 North, Range 36 West of the 5th P.M., Dickinson County, Iowa, more completely described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 99 North, Range 36 West of the 5th P.M., Dickinson County, Iowa; thence North 90° 00' 00" West, on the South line of the North 1/2 of the Northwest 1/4 of said Section 14 for 656.04 feet to the Point of Beginning and the centerline of Dickinson County Road M56; thence continuing North 90° 00' 00" West, on the South line of the North 1/2 of the Northwest 1/4 of said Section 14 for 40.64 feet to the westerly right-of-way line of Dickinson County Road M56; thence continuing North 90° 00' 00" West, on the South line of the North 1/2 of the Northwest 1/4 of said Section 14 for 623.33 feet to the Southeast corner of the U.S. Government Lot 1; thence continuing North 90° 00' 00" West on the South line of U.S. Government Lot 1 for 1,291.81 feet to the mean high water contour of East Okoboji Lake (elevation 1397.80 feet above mean sea level); thence Northerly on the mean high water contour of East Okoboji Lake (elevation 1397.80 feet above mean sea level) to the intersection of the North line of U.S. Government Lot 1 and the mean high water contour of East Okoboji Lake (elevation 1397.80 feet above mean sea level); thence South 89° 06' 50" East on the North line of U.S. Government Lot 1 for 831.05 feet to the Northeast corner of said U.S. Government Lot 1; thence North 90° 00' 00" East on the

North line of the Northwest 1/4 of said Section 14 for 730.43 feet to the Westerly right-of-way line of said Dickinson County Road M56; thence continuing North $90^{\circ} 00' 00''$ East on the North line of the Northwest 1/4 of said Section 14 for 40.00 feet to the centerline of said Dickinson County Road M56; thence South $2^{\circ} 13' 03''$ West on the centerline of said Dickinson County Road M56 for 407.54 feet; thence North $89^{\circ} 24' 22''$ West 40.00 feet to the Westerly right-of-way line of said Dickinson County Road M56; thence continuing North $89^{\circ} 24' 22''$ West for 630.30 feet; thence South $4^{\circ} 17' 38''$ West for 437.94 feet; thence continuing South $4^{\circ} 17' 38''$ West for 30.29 feet; thence South $71^{\circ} 45' 33''$ East for 80.50 feet; thence South $82^{\circ} 03' 11''$ East for 265.66 feet; thence South $35^{\circ} 47' 57''$ East for 208.13 feet; thence South $48^{\circ} 02' 21''$ East for 90.10 feet; thence South $64^{\circ} 56' 07''$ East for 85.79 feet to the Westerly right-of-way line of said Dickinson County Road M56; thence continuing South $64^{\circ} 56' 07''$ East for 40.73 feet to the centerline of said Dickinson County Road M56; thence Southwesterly on the centerline of said Dickinson County Road M56 for 100.50 feet on a curve, concave Northwesterly and having a radius of 1,432.7 feet to the Point of Beginning; containing 44.97 acres and subject to Dickinson County Road M56 right-of-way easement, 40.00 feet in width. The bearing South line of the North 1/2 of the Northwest 1/4 of said Section 14 was assumed as Due West.

all as shown on the plat and survey of De Wild, Grant, Reckert and Associates, Co., James Vander Woude, Professional Engineer and Land Surveyor, dated the 15th day of February, 1978, and they desire to and consent that said property surveyed be platted into lots, streets and utility easements as shown on the attached sketch and plat and as shown on preliminary plat to be known as "East Oak Estates, Ltd."; the same being subject, however, to the following declaration of covenant and uses to which these lots may be put, hereby specifying that said covenants shall run with all of the land as provided by law and shall be binding on all parties and all persons claiming under it,

and for the benefit of and limitations upon all future owners of real estate in said subdivision; these covenants being designed for the purpose of keeping said addition desirable and uniform.

If any person, his heirs, administrators, executors or assigns acquiring right, title or interest in and to any of said addition, shall violate the covenants herein, it shall be lawful for any person or persons owning any real properties situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate said covenants and to seek judgment, either to prevent him or them from doing so or to recover damages for such violations.

GENERAL COVENANTS

1. Land Use and Building Type: No lot shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any lot other than one detached single family dwelling and an appropriate private garage, and all buildings so erected or placed on any lot shall be of new construction, the exterior of which shall be of earth tone colors, blending with and so as not to distract from the natural environment.
2. Parking Area: Residents of the subdivision shall provide off-street parking facilities for all vehicles regularly operated within the subdivision.
3. Nuisances: No noxious or offensive trade or activity shall be carried on upon any lot or tract nor shall anything be done which

may be or become an annoyance to the neighborhood. Owners of lots in the subdivision are to keep said lots neat in appearance at all times.

No large vehicles such as large trucks or busses shall be parked in the subdivision except those brought in temporarily in connection with service or in case of emergencies. For the purpose of this provision, the holding of animals for commercial sale and/or breeding is a nuisance.

4. Temporary Structures: No basement, tent, shack, barn, mobile home, garage, or other building erected or placed within the subdivision or on any lot therein shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character or of less than one story above ground be used as a residence.

5. Maintenance: The title holder of each lot or tract, vacant or improved, shall keep said lot or tract free of weeds and debris.

6. Dwelling Placement: No dwelling shall be erected upon any lot except that it provide for a set back from street of not less than that set back shown on sketch, marked "Bldg. Set Back Lines", filed with the preliminary plat of East Oak Estates, Ltd.

RESTRICTIVE COVENANTS

AS TO ALL LOTS EXCEPT

LOTS 28, 29, 30, 31, 32, 33 and 34.

1. Dwelling Size: The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 720 square feet of dwelling for single story structures or 720 square

feet of main floor of any structure of more than one story. No more than one dwelling shall be located or erected on any one lot. No lot may be subdivided for purposes of evading this provision.

2. Parking Areas: No recreational vehicles shall be parked on any lot. For the purposes of this provision, recreational vehicles shall include, but not be limited to, house trailers, travel trailers and boats.

PROPERTY OWNERS ROAD MAINTENANCE ASSOCIATION

1. Purchasers of lots or tracts in East Oak Estates, Ltd., or their heirs, successors or assigns, are hereby notified that the streets, alleys and easements for private and public access and utility placement have not been dedicated to Dickinson County, Iowa. That at the time of platting, it is the policy of Dickinson County, Iowa to maintain certain designated streets and roads and to provide snow removal therefrom. That said designation is made by minutes of the Board of Supervisors and recorded in the office of the County Engineer.

2. As to any streets, roads, alleys and easements for private and public access and utility placement not maintained by Dickinson County, Iowa, the owners of lots and tracts within East Oak Estates, Ltd. shall form a Property Owners Association to provide for the maintenance of said streets and for snow removal and shall be bound by the assessment of the cost thereof against their lot or tract. It is understood that such assessment shall be payable within 30 days of such assessment and shall constitute a lien on said property which may be

enforced by suit In Rem or by any other remedy chosen by the Property Owners Association.

3. The Property Owners Association shall consist of five members, elected by ballot. Each lot in East Oak Estates, Ltd. shall be entitled to one vote and the owner of such lot shall cast said vote for the election of commissioners of East Oak Estates, Ltd. Property Owners Association. Members of the East Oak Estates, Ltd. Property Owners Association shall hold office until their successors are elected. Elections shall be held annually, supervised by the commissioners of the East Oak Estates, Ltd. Property Owners Association and notice of such election shall be given property owners by posted notice within the subdivision at least two weeks prior to the election. The commissioners of the Property Owners Association shall be the election judges of the election. Any property owner attempting to cast a ballot may be required to show ownership of tract of lots.

LAKE ACCESS

1. Lot 14 of East Oak Estates, Ltd. is herewith dedicated to the use of owners of tracts or lots within East Oak Estates, Ltd. for access to East Okoboji Lake. Structures on said Lot 14 or adjacent thereto in the Lake, such as marina docks and boat lifts, shall be accomplished under the supervision and direction of the East Oak Estates, Ltd. Property Owners Association, and the maintenance and repairs of said Lot 14 and structures located thereon or adjacent thereto shall be assessed against the property owners in the same manner as

assessments are made for maintenance for streets, alleys and easements.

2. Such access to East Okoboji Lake shall be for the sole benefit of the property owners of East Oak Estates, Ltd.

UTILITIES AND SANITARY SEWAGE

1. Upon the construction and installation of main line sanitary sewage facilities in and through East Oak Estates, Ltd., lateral sanitary sewer lines shall be constructed within East Oak Estates, Ltd., and the cost of such lateral sanitary sewer lines assessed against benefited properties in accordance with standards for such assessment established in Iowa.

2. Upon the availability of main line sanitary sewage and lateral sanitary sewage construction, all residential properties within East Oak Estates, Ltd. shall dispose of sanitary sewage by said system.

GENERAL PROVISIONS

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

The undersigned, East Oak Estates, Ltd. and Roy J. Cook

and Gladys Cook, petition Dickinson County, Iowa, to accept the Plat
of East Oak Estates, Ltd.

Dated this 9 day of May, 1978.

EAST OAK ESTATES, LTD.

By Franklin Vogel, Its President

Official:

Blair D. Vogel
Blair D. Vogel, Its Secretary

Attest:

Blair D. Vogel
Blair D. Vogel, Its Secretary

Roy J. Cook

Gladys Cook

STATE OF IOWA)

(SS:

SIoux COUNTY)

On this 9 day of May, 1978, before me, the undersigned,
a Notary Public in and for the State of Iowa, personally appeared Franklin
Vogel and Blair D. Vogel, to me personally known, who being by me
duly sworn, did say that they are the President and Secretary, respec-
tively, of said corporation, executing the within and foregoing instrument;
that said instrument was signed and sealed on behalf of said corporation