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SECOND ADDITION TO WEST OKOBOJI HARBOR

RESTRICTIVE COVENANTS.

Use of Lots: All lots in the plat, numbered 4 through 17 and 19 through 42, inclusive, shall be used solely for single family residential purposes. Lot number eighteen shall be subject to provisions of Dickinson County Zoning Ordinances.

No structure other than a single family dwelling may be erected on lots 4 through 17 and 19 through 42, inclusive. No structure of more than two stories, including the lower level, may be erected on lots 19 through 42, inclusive. Property owners must build permanent garages on the rear of their respective lots as desired to enable them to use the rear access of these lots. However, garages shall not be closer than 15 feet to the street.

Front Yards: (Harbor side) With respect to lots 4 through 17 and 19 through 42, inclusive, no dwelling or garage or attachment to any building including porch, breezeway, decks, stoop or hangover, may be built closer to the Harbor than 30 feet.

Side Yards: Each lot, numbered 4 through 17 and 19 through 42, inclusive shall have two side yards of not less than 5 feet, and no building may be erected there-on including attachments, closer than 5 feet to the edge of the lot line. This does not include eave overhangs.

Back Yards: (Street side) With respect to all lots numbered 4 through 17 and 19 through 42, inclusive, no dwelling or garage may be built closer to the street than 15 feet.

Lot Size: No lot, numbered from 4 through 17 and 19 through 42, inclusive may be sub-divided into smaller building lots, however, additional lots or portions thereof may be added to provide larger yards or building sites, but no dwelling may be built upon a lot or portion thereof containing less than 5000 square feet.

Building Size: No dwelling upon lots 4 through 17 and 19 through 42, inclusive, containing less than 1200 square feet may be erected upon any of said lots, exclusive of garages, breezeways, patio areas and basements.

Care of Lots: Owners of all lots shall at all times keep the same free and clear from all obstructions, debris and obnoxious growths. Property line fences or hedges of a type which will obstruct the view in front of adjacent dwellings facing the lake, closer than 14 feet to the Harbor wall, shall be prohibited.

Prohibitions: No trailer house, basement house, fish house, tent, shack or other out building, except permanent garages may be erected upon lots numbered 4 through 17 and 19 through 42, inclusive, at any time, nor may a residence of a temporary nature be permitted. Earth sheltered housing is permitted only upon approval of the developers, and is not subject to approval from the design committee. No building of any kind, or for any purpose,

may at any time be moved to and upon any of the lots numbered 4 through 17 and 19 through 42, inclusive, or any part thereof, except new construction which meets the approval of the Design Committee. Nor may any business, trade or commercial activity of any kind be conducted upon any lot numbered 4 through 17 and 19 through 42, inclusive, excepting only from a one man-one room professional office or service office by the lot owners; nor may any lot owner of lots numbered 4 through 17 and 19 through 42, inclusive, directly or indirectly permit the use of his lot in such a manner as to become a nuisance or an annoyance in the neighborhood, of which the Owners Association shall be the judge.

Excavated Dirt: From basements and building areas shall be removed from the lot unless the retention and spreading of the same shall be approved in writing by the Design Committee upon written application of the individual lot owner and builder.

The exterior portions of all construction shall be completed within one year from the date of beginning.

Miscellaneous Prohibitions:

No outside toilets shall be permitted on the premises, and the owner agrees that he will connect all water waste lines to the public sewer system.

No advertising or billboards shall be permitted on the premises except a "For Sale" sign no larger than five square feet in area, which sign shall pertain only to the premises upon which it is located, and should be near the rear of the lot.

No animals such as horses, cattle, sheep, hogs or goats shall be permitted upon the premises. This shall not prohibit domestic cats and dogs as pets, provided they are confined upon the premises and not permitted to roam at large beyond the limits of the owner's property.

No dock or boat conveyance of any type when moored or anchored at the Harbor wall shall extend from the Harbor wall more than 15 feet from the wall into the Harbor canal. This provision shall be applicable to lots numbered from 4 through 17 and 19 through 42, inclusive, only.

Driveways: All driveways leading from the street to property owner's garages and all parking areas shall be surfaced with blacktop or concrete.

Utility Tank Burials: All utility tanks for storage of gasoline and/or other fuels shall be buried at the rear of lot so that no more than necessary

tank caps, connections or covers shall protrude above ground level.

Harbor Wall Maintenance: The responsibility for the repair and maintenance of Harbor walls and boardwalks shall be that of the Board of Governors of the Lot Owners Association. Each lot owner shall be liable for the payment of 1/39th part of the expense necessarily incurred by the Board of Governors for said purposes.

Easements: All lots shall be subject to easements across the rear (next to street) 15 feet thereof for installation and maintenance of utility lines and conduits, and subject to an easement fourteen feet wide across the front (Harbor end) of each lot for pedestrian use. Also, all lots shall be subject to a utility easement across the front of 30 feet. The proprietors reserve the right to assign use of such easements, and right-of-way for utilities to any person, firm or corporation furnishing one or more of these utilities.

Water: Water from wells shall not be used for any other than household purposes.

Acceptance: The owner of each lot or contract purchaser, and each person acquiring an interest in any lot, by acceptance of the instrument by which such interest is acquired, agrees to abide and be bound by these restrictions, covenants and all of the provisions of the platting procedures including the provisions for and governing the Lot Owners Association and the Design Committee. Provisions for the creation and government of which are hereto attached and by this reference made a part hereof.

Duration: The provisions of these Restrictions shall constitute covenants running with the land and shall remain in full force and effect for a period of ten years. Thereafter they shall be automatically extended for successive periods of ten years each unless a majority of the then owners of lots in the plat agree to change them in whole or in part.

Sewer Connection: All sewage producing facilities on every lot shall be connected with the sanitary sewer collection lines at the time of improvement of the lot for which a connection fee of \$300.00 must be paid to the proprietors of this plat at the time of making said connection; and in addition an inspection fee must be paid the Iowa Great Lakes Sanitary District at the time of making said connection, amount thereof to be determined by said District.

Zoning: Lot number 18 in the plat, shall be governed by the provisions of Dickinson County Zoning Ordinances.



LOT OWNERS ASSOCIATION

Membership: Upon becoming a member dues shall be paid by the member to the Lot Owners Association, each month, in an amount to be determined by said Lot Owners Association.

Each lot owner shall have one vote for each lot owned by said member at all annual or special meetings of the Lot Owners Association.

"The proprietors of the area platted hereby create and establish an organization to be known as 'Lot Owners Association'. Each owner and each contract purchaser of a lot in the plat shall automatically be a member of said association. In the event more than one person or entity holds title to a lot or in the event of a Contract of Sale of a lot, the membership shall belong to such person or entity as they among themselves determine, but in no event shall there be more than one membership for each lot. For each lot there shall be a membership and accordingly one person shall be entitled to as many memberships as he has lots owned by him. Each lot membership shall entitle the holder thereof to one vote at the membership meetings. A membership shall not be transferred or assigned to any person or entity other than a record owner of a lot, a contract purchaser of a lot, or such as a Court of proper jurisdiction may determine.

Membership shall be recorded by the secretary of the Lot Owners Association who shall keep a record of the same. In the event a member ceases to be a lot owner, or a contract vendor or vendee, the membership shall be automatically cancelled or assigned and transferred to the new owner, and a record thereof made on membership records.

The association of members shall annually elect a Board of Governors of said Association, which shall consist of a Chairman, Vice Chairman, Secretary-Treasurer, and not more than four other persons, all of whom shall hold at least one membership. Until the first annual meeting of members as hereinafter provided the Board of Governors shall be: August R. Scheppmann, Spirit Lake, Iowa, Chairman; Tory Nodland, Spirit Lake, Iowa, Vice Chairman; Tory Nodland, Spirit Lake, Iowa, Secretary-Treasurer.

The Board of Governors shall convene immediately after their election by membership and organize, choosing a Chairman, Vice Chairman and Secretary-Treasurer, who shall serve in those capacities until their successors are

elected. In the event of vacancy on said Board, the remaining members thereof may fill same.

Roberts Rules of Order shall govern all proceedings of the membership meetings and those of Board of Governors.

Annually, each year, beginning the year 1981, the members shall meet on the third Saturday of August at such time and at such place as the officers shall determine, notice of which shall be given to each membership holder of record, orally, by telephone, or by posted notice in a public place within the platted area, at least seven days before said annual meeting.

In the event of dispute between the owners of a lot where there is multiple ownership, as to who is entitled to exercise the voting privilege, the Association may deny such voting right until such time as the issue between the disputants has been resolved in writing.

The business affairs of the Association shall be managed by the Board of Governors, whose duties, rights and responsibilities, among others which may prove to be necessary, shall be as follows:

- a. To care for and maintain all streets in the Plat of the Second Addition to West Okoboji Harbor until such time as they may be taken over by a municipal or other public body. To care for and maintain wells, pumping equipment and water conduits, and assess cost thereof to lot owners, and to manage and control the distribution of water and assess cost thereof to consumers. Adequate water has been supplied by proprietors and any additional wells or water supply shall be the responsibility of the Lot Owners Association.
- b. To receive complaints and grievances of lot owners, and give consideration thereto, and resolve same on an amicable basis if possible.
- c. To serve as a liaison committee between individual lot owners and the Lot Owners Association, and to enforce the 'Restrictive Covenants'.
- d. To install and maintain a community lighting system and assess the cost thereof to the lot owners, and assess to the lot owners the cost of electrical energy thereby consumed.
- e. To recommend such changes, if any, as may be appropriate relative to the annual dues of members, the time and place of membership meetings and other variables about which they may be bona-fide differences of thought.
- f. To care for all shrubbery in the platted areas not located upon

privately owned lots.

g. To keep in repair and properly operating condition all water and sewer conduits, telephone, light and power lines and gas lines as not cared for by the utility companies. Also to keep in repair and properly lighted the advertising signs and plants at the entrances to the platted area.

h. To keep waters in the Harbor free and clear of debris and excessive growths and foreign objects.

i. To attend to payment from funds created by accumulation of annual dues and assessments of all obligations attending the care and maintenance of the common facilities, with respect to their responsibilities herein described.

j. To assess costs of all expense as contemplated by these provisions to the owners of all lots, in equal prorations.

k. May call special meetings of the membership upon the three-fourths vote of the Board, same to be not less than 48 hours after publication of notice of such special meeting given in the same manner as notice of regular membership meetings as herein provided.

l. A majority of the Board of Governors shall constitute a quorum. Attendance of 10% of the total membership of record on the date of any regular or special meeting of the members shall constitute a quorum.

m. To enforce the restrictive covenants and for that purpose may prosecute a class action, they thereby representing all lot owners.

n. To maintain and keep in repair the Harbor wall, the boardwalks and jetties into the lake and depth of waters in the Harbor and cooperate with the State of Iowa with respect to these matters."

DESIGN COMMITTEE

"Whereas, it is considered in the best interests of the present as well as all future owners of lots numbered 4 through 17 and 19 through 42, inclusive, in the plat, that some control be exercised over the design of dwellings to be constructed upon lots within the plat, there is hereby created and established a 'Design Committee', consisting of three persons appointed annually by the Board of Governors. All plans and specifications for construction and placement of dwellings upon lot sites must first be presented to said committee and meet with its approval before any work on the lot relating to said construction shall be started. From a rejection

of any such proposed plans and specifications an appeal may be taken to the Board of Governors, but only an unanimous approval of said Board can reverse the action of said committee. Earth sheltered housing permitted subject to developers approval, not contingent upon design committee ruling.

Until the first committee is appointed in 1981, the following persons shall serve as members of said committee:

August R. Scheppmann, Spirit Lake, Iowa; Tory Nodland, Spirit Lake, Iowa.



PROTECTIVE COVENANTS

SECOND ADDITION TO WEST OKOBOJI HARBOR

PROTECTIVE COVENANTS

Use of Lots: All lots in the plat, numbered 4 through 17 and 19 through 42, inclusive, shall be used solely for single family residential purposes. Lot number eighteen shall be subject to provisions of Dickinson County Zoning Ordinances.

No structure other than a single family dwelling may be erected on lots 4 through 17 and 19 through 42, inclusive. No structure of more than two stories, including the lower level, may be erected on lots 19 through 42, inclusive. Property owners must build permanent garages on the rear of their respective lots as desired to enable them to use the rear access of these lots. However, garages shall not be closer than 15 feet to the street.

Front Yards: (Harbor side) With respect to lots 4 through 17 and 19 through 42, inclusive, no dwelling or garage or attachment to any building including porch, breezeway, decks, stoop or hangover, may be built closer to the Harbor than 30 feet.

Side Yards: Each lot, numbered 4 through 17 and 19 through 42, inclusive shall have two side yards of not less than 5 feet, and no building may be erected there-on including attachments, closer than 5 feet to the edge of the lot line. This does not include eave overhangs.

Back Yards: (Street side) With respect to all lots numbered 4 through 17 and 19 through 42, inclusive, no dwelling or garage may be built closer to the street than 15 feet.

Construction: All proposed construction, including retaining walls, fences and dog kennels, must be approved by the Design Committee.

Outside Lighting: Lot owner outside lighting, dwelling, yard and dock areas, shall be restricted to a decorative type yard light to dwelling attached flood lighting approved by Design Committee. No large wood or steel electrical pole type security lights and/or vapor lights are permitted.

Lot Size: No lot, numbered from 4 through 17 and 19 through 42, inclusive may be sub-divided into smaller building lots, however, additional lots or portions thereof may be added to provide larger yards or building sites, but no dwelling may be built upon a lot or portion thereof containing less than 5000 square feet.

Building Size: No dwelling upon lots 4 through 17 and 19 through 42, inclusive, containing less than 1200 square feet may be erected upon any of said lots, exclusive of garages, breezeways, patio areas and basements.

Care of Lots: Owners of all developed and vacant lots shall at all times keep the same free and clear from all obstructions, including rocks, debris and obnoxious growth. In the event a lot is not well maintained, the Lot Owners Association, acting through its Board of Governors, and/or officers, shall cause the lot to be properly maintained and to assess the cost thereof to the owner. In the event such an assessment is not paid, such unpaid assessment shall be considered a lien upon the property and may be collected by the Lot Owners Association by an action at law, injunction, or such other remedy as may be provided by law. Property line fences or hedges of a type which will obstruct the view in front of adjacent dwellings facing the lake or harbor, closer than fourteen (14) feet to the Harbor wall, shall be prohibited.

Prohibitions: No trailer house, basement house, fish house, tent, shack or other out building, except permanent garages may be erected upon lots numbered 4 through 17 and 19 through 42, inclusive, at any time, nor may a residence of a temporary nature be permitted. No building of any kind, or for any purpose, may at any time be moved to and upon any of the lots numbered 4 through 17 and 19

through 42, inclusive, or any part thereof, except new construction which meets the approval of the Design Committee. Nor may any business, trade or commercial activity of any kind be conducted upon any lot numbered 4 through 17 and 19 through 42, inclusive, excepting only from a one man-one room professional office or service office by the lot owners. Any signs identifying this office shall be approved by the Board of Governors of the Lot Owners Association as to design, location contents. Nor may any lot owner of lots numbered 4 through 17 and 19 through 42, inclusive, directly or indirectly permit the use of his lot in such a manner as to become a nuisance or an annoyance in the neighborhood, of which the Board of Governors shall be the judge.

Any concentration of surface water run-off created by construction and/or landscaping shall be mitigated to ensure erosion control and prevention of deleterious harbor, walk/boardwalk effects.

No outside toilets shall be permitted on the premises, and the owner agrees that he will connect all water waste lines to the public sewer system.

No advertising or billboards shall be permitted on the premises except a "For Sale" sign no larger than five square feet in area, which sign shall pertain only to the premises upon which it is located.

No animals such as horses, cattle, sheep, hogs or goats shall be permitted upon the premises. This shall not prohibit domestic cats and dogs as pets, provided they are confined upon the premises and not permitted to roam at large beyond the limits of the owner's property.

Docks, Boats and Hoists: No dock, boat lift, float or boat conveyance shall extend more than eighteen and one-half (18 1/2) feet from the facer board of the boardwalk. All boat hoists, when practical, shall be parallel to the boardwalk. Because of the narrow harbor frontage of certain lots, this provision may be modified or waived by the Board of Governors of the Lot Owners Association upon showing that the compliance is impractical. Such a waiver, however, shall be considered a year-to-year waiver automatically renewed unless cancelled or altered or amended by Board of Governors action. No more than two boat hoists (excluding lakeshore lots on West Okoboji Lake) per single-family dwelling and/or vacant lot. Docks, hoists, paddle boat and Jet Ski platforms may not be attached to the boardwalk or harbor wall. No overnight mooring of boats to boardwalk and no mooring to docks without owner's permission. In addition, no fixed obstruction (excluding warning and marker buoys) is permitted within twenty-five (25) feet of a harbor channel center line unless approved by the Design Committee. All new docks, rebuilt docks, new hoists, and changes in hoist location must have written approval by the Design Committee. The Board of Governors shall have the right to reject any written submitted plan in the interest of safety to the general public and harbor residents.

No mobile homes, motor homes, trailers, boat trailers, passenger cars, or other recreational vehicles may be parked upon any lot or on streets in the plat for longer than a two-week period unless inside storage is provided.

Excavated Dirt: All dirt excavated from basement and building areas shall be removed from the lot unless the retention and spreading of the same shall be approved, in writing, by the Design Committee upon written application of the individual lot owner and builder.

The exterior portions of all construction shall be completed in one year from the date of beginning.

Driveways: All driveways leading from the street to property owner's garages and all parking areas shall be surfaced with blacktop or concrete.

Harbor Wall Maintenance: The responsibility for repair and maintenance of the Harbor walls and board walks shall be that of the Board of Governors of the Lot Owners Association.

Easements: All lots shall be subject to easements across the rear (next to street) 15 feet thereof for installation and maintenance of utility lines and conduits, and subject to an easement fourteen feet wide across the front (Harbor end) of each lot for pedestrian use. Also, all lots shall be subject to a utility easement across the front of 30 feet. The Board of Governors reserve the right to assign use of such easements, and right-of-way for utilities to any person, firm or corporation furnishing one or more of these utilities. The Board of Governors shall also have the right to grant new easements across jointly owned property described as streets, Lot 67, Anchor areas, and Tradewinds Drive. Membership approval will be granted upon a simple majority vote of lot owners present at any legally called meeting at which a quorum is present. A quorum shall be one-third (1/3) of the lot owners.

Water: Water from wells shall not be used for any other than household purposes. A connection fee as established by the Board of Governors of the Association shall be payable at the time of connection. It is the lot owner's responsibility for connection of any private waterline to the main waterline and for all construction, repair and maintenance of any waterlines connected to main waterline.

Acceptance: The owner of each lot or contract purchaser, and each person acquiring an interest in any lot, by acceptance of the instrument by which such interest is acquired, agrees to abide and be bound by these restrictions, covenants and all of the provisions of the platting procedures including the provisions for and governing the Lot Owners Association and the Design Committee.

Duration: The provisions of these Restrictions shall constitute covenants running with the land and shall remain in full force and effect permanently, except as may be provided by state law (21 years). They may be amended by a simple majority vote of lot owners.

Variations From Covenants: Variations from the Covenants shall require the approval of the Board of Governors and shall only be granted if the covenant in question is shown to be impractical or create undue hardship in a specific application.

Severability: If any provision of the above is declared invalid by any tribunal, the remaining provisions of the agreement shall not be affected thereby.

Sewer Connection: All sewage producing facilities on every lot shall be connected with the sanitary sewer collection lines at the time of improvement of the lot for which a connection fee of \$300.00 must be paid to the proprietors of this plat at the time of making said connection; and in addition an inspection fee must be paid the Iowa Great Lakes Sanitary District at the time of making said connection, amount thereof to be determined by said District.

Zoning: Lot number 18 in the plat, shall be governed by the provisions of Dickinson County Zoning Ordinances.

Compliance: Failure to comply with any of these Restrictive Covenants shall be cause for an action at law by the Association for which, if successfully prosecuted, the Association shall be entitled to recovery reasonable costs, including attorney fees.

Oct 8, 1986

#1294

FEE \$5.00

EXTENSION OF #

AMENDMENT TO RESTRICTIVE COVENANTS OF THE PLAT OF WEST OKOBOJI HARBOR

The restrictive covenants contained in the Plat of West Okoboji Harbor, Dickinson County, Iowa, which are part of the platting filed December 31, 1970 and recorded in Plat Book 7, page 84, are hereby amended to contain the additional covenants as follows:

ROOF HEIGHT: The maximum height of a one story structure, (Ref. Lots 1 thru 18 inclusive of West Okoboji Harbor and Lots 3 thru 7 inclusive of the Furman Annexation) shall not exceed that of the average existing One Story Single Family Dwelling in the referenced Lots. Excluded are normal vents and chimney closures, subject to the approval of the Design Committee.

OUTSIDE LIGHTING: Lot Owner outside lighting, dwelling, yard and dock areas, shall be restricted to a decorative type yard light or dwelling attached flood lighting. Excluded are large wood or steel electrical pole type security lights and/or vapor lights.

CERTIFICATION

STATE OF IOWA)
) ss:
DICKINSON COUNTY)

I, Anita Bockman, being first duly sworn, do upon oath depose and state that I am the Secretary of the West Okoboji Harbor Lot Owners Association and that the foregoing Amendment to Restrictive Covenants was duly adopted at the annual meeting of the members of the West Okoboji Harbor Lot Owners Association held on July 19, 1986 and that I was directed to cause this Amendment to Restrictive Covenants to be recorded at the Dickinson County Recorder's Office.

Anita Bockman
Anita Bockman

Subscribed and sworn to before me by Anita Bockman this 6 day of October, 1986.

[Signature]
Notary Public, Dickinson County, Iowa

9-8-86