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DEDICATIONS, RESTRICTIVE COVENANTS
AND CONDITIONS OF OWNERSHIP

USE OF LOTS: All lots in the subdivision shall be used solely for residential purposes, except that Lots 10, 11 and 12, or portions thereof, may, subject to the approval of the Design Committee herein-after named, be used for condominium construction and use.

FRONT YARD, SIDE YARD AND BACK YARD SETBACKS: Each lot owner, in constructing any improvement thereon, shall abide by the building setback lines contained on the subdivision plat and as shown thereon. In the event Lots 10, 11 and 12 or any portion thereof are submitted to a declaration establishing a horizontal property regime, then the building setback lines of Lots 10, 11 and 12 are automatically amended so as to permit condominium construction.

LOT SIZE: No lot may be subdivided into smaller building lots. However, additional lots or portions thereof may be added to adjacent lots to provide larger lots or building sites.

BUILDING SIZE. No dwelling containing less than 1000 square feet for a single story dwelling, 1200 square feet for a one and one-half story dwelling, or 1400 square feet for a two story dwelling, may be erected upon any of the lots. The minimum area established herein shall be 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 growth. No fences will be permitted which shall in any way obstruct views of any lot owner to Lake West Okoboji or the Marina.

PROHIBITIONS: No trailer house, basement house, fish house, tent, shack or other outbuilding, except permanent garages, may be erected upon the lot at any time, nor may residences of a temporary nature be permitted. No building of any kind or for any purposes may at any time be moved to and upon any lot or 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

professional office or service office by the lot owners; nor shall any lot owner 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.

CONSTRUCTION LIMITATIONS: Excavated dirt from basements and building area shall be removed from the lot unless the retention and spreading of 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 date of beginning.

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.

SIGNS: 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.

PETS AND ANIMALS: 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.

DRIVEWAYS: All private driveways connecting property owners' garages or private parking areas to the street 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.

EASEMENTS: All lots shall be subject to easements as indicated on the plat of Sandpiper Cove Subdivision. In addition, the Sandpiper Cove Subdivision Lot Owners Association, as hereinafter described, shall have the further right to grant certain easements to Sandpiper

Cove Condominium Owners Association regarding common facilities in exchange for easements for the use and benefit of the Sandpiper Cove Subdivision.

ACCEPTANCE: The owner of any lot and such owner's successor in interest, by acceptance of the conveying instrument, hereby agrees to abide and be bound by these restrictions, covenants and conditions of ownership. Each owner further agrees that any expense properly chargeable to his or her lot pursuant to the provisions herein, which shall remain unpaid for a period of thirty (30) days shall be presumed to authorize the filing of a mechanic's lien against the subject lot, which lien shall be filed by the Board of Governors of the said Sandpiper Cove Subdivision Lot Owners Association and may be foreclosed by said Association.

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 (10) years unless two-thirds (2/3) of the lot owners shall agree in writing to an appropriate amendment. Thereafter they shall be automatically extended for successive periods of ten (10) years each unless two-thirds (2/3) of the then owners of the lots in the plat agree to change them in whole or in part.

RECREATIONAL AREA AND FOOTBRIDGE: The area designated "Recreational Area" in the extreme northwest portion of the area platted as Sandpiper Cove Subdivision and the footbridge across the area constituting the entrance to the Marina from West Okoboji Lake are dedicated to all of the owners of lots or condominium apartments in the Plat of Sandpiper Cove Subdivision and the owners of condominium apartments in Sandpiper Cove. Each of said owners shall own an undivided 1/32 of said recreational area and footbridge, except that such fractional share of ownership shall be diminished by the number of additional dwelling units in excess of one per lot that may be placed on said fourteen lots of the Plat of Sandpiper Cove Subdivision. For example: If a four apartment condominium is placed on Lot 10, each owner's share of the recreational area and bridge shall be reduced to a 1/35 share.

The cost of taxes, insurance and general maintenance of the recreational area and footbridge shall be assessed to the various owners in equal proportions as may be determined by the Board of Governors of Sandpiper Cove Subdivision Owners Association and the governing body of Sandpiper Cove Condominium/^{Owners Association}jointly. Each of said governing bodies shall be responsible for the collection of any assessments for such taxes, insurance and general maintenance.

SANDPIPER DRIVE SOUTH: Sandpiper Drive South is dedicated to the Owners Association of Sandpiper Cove Condominium as a part of the common and general elements and facilities of Sandpiper Cove Condominium. There is reserved on said Sandpiper Drive South an easement for all of the owners, tenants and guests of the lots in Sandpiper Cove Subdivision for vehicular and pedestrian use. The owners of Lots 1 through 4 inclusive of Sandpiper Cove Subdivision shall have the right to construct driveways connecting Lots 1 through 4 inclusive to said Sandpiper Drive South and to remove any curb at the entrance of any such driveway.

TELEVISION TOWER:

The television tower located on Sandpiper Drive South shall be maintained for the benefit of all owners of lots or condominium apartments located in Sandpiper Cove Subdivision and Sandpiper Condominium. Maintenance of said television tower as well as taxes and insurance thereon shall be paid for and governed in the same manner as the recreational area and footbridge as above set out. An easement is reserved over that portion of Sandpiper Drive South as may be necessary to construct and repair wires, lead-ins and cables from said television tower to the individual lots within the Plat of Sandpiper Cove Subdivision and the condominium apartments located therein or in Sandpiper Cove.

SANDPIPER DRIVE NORTH: Sandpiper Drive North is dedicated to the owners of the lots in the Plat of Sandpiper Cove Subdivision subject to an easement in favor of the owners, tenants and guests of apartment units in Sandpiper Cove Condominium, which easement shall be for vehicular and pedestrian use including parking.

MARINA PARK: Marina Park is dedicated to all of the owners in Sandpiper Cove Subdivision, to be governed by the Sandpiper Cove Subdivision Owners Association. Applications for docks and boat hoists or boat slips must be first approved by the Board of Governors of the Sandpiper Cove Subdivision Owners Association.

COURT: The area designated "Court" on the Plat of Sandpiper Cove Subdivision is dedicated to the owners of Lots 1 through 9 inclusive. All taxes, insurance and other maintenance costs shall be apportioned equally between the owners of Lots 1 through 9. The assessment and collection of same shall be handled by the Sandpiper Cove Subdivision Owners Association.

DEDICATED AREAS. Any decision relating to improvements, construction, plantings, landscaping, changes, etc. as to Sandpiper Drive North, Marina Park and Court shall be made by the Sandpiper Cove Subdivision Owners Association Board of Governors, subject to the approval of the Design Committee.

Any decision relating to improvements, construction, plantings, landscaping, changes, etc. as to the Recreational Area, Footbridge, and the television tower shall be made by joint resolution of the Sandpiper Cove Subdivision Owners Association Board of Governors and the Sandpiper Cove Condominium Owners Association governing body.

BEACH: The area designated "Beach" which is any land lying between the real estate submitted to a horizontal property regime known as Sandpiper Cove and the shoreline of Lake West Okoboji as established by the State of Iowa and lying northerly of the area submitted to a horizontal property regime referred to as Sandpiper Cove is dedicated to the owners of lots and condominium apartments within the Plat of Sandpiper Cove Subdivision and the owners of condominium apartments in the Plat of Sandpiper Cove commonly referred to as Sandpiper Cove Condominium, for use as a beach for said owners and tenants and guests, subject to the expense of taxes, insurance and maintenance and general rules as to use as may be determined by the Sandpiper Cove Subdivision Owners Association and the Sandpiper Cove Condominium Owners Association acting jointly.

MARINA: The area designated as "Marina" which is to be conveyed to the State of Iowa shall be maintained pursuant to a contract executed in October of 1971. The expense of such maintenance shall be borne in the same fractional proportion as is specified for the maintenance of the recreational area and footbridge.

