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SECOND SUBDIVISION OF WEATHER END,
BEING A REPLAT OF THE SUBDIVISION OF LOT C AND PART OF LOT F
OF THE SUBDIVISION OF LOTS 4 AND 5
OF THE PLAT OF WEATHER END, DICKINSON COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned N W HOMES, INC., an Iowa corporation, does hereby certify and acknowledge that it is the owner of all the legal and equitable interest, and the proprietor of the following described real estate situated in Dickinson County, Iowa, to-wit:

Lot C and all of Lot F of the Subdivision of Lots 4 and 5 of the Plat of Weather End, except that Northwesterly part of Lot F described as follows:

Beginning at a point in the North line of the said Lot F, said point is a common corner of Lots G and F of the said subdivision; thence South 44°30' West 100.00 feet along the line between Lots G and F to a point in the Westerly line of Lot F, said point is a common corner of the said Lots G and F; thence South 43°54' East 23.7 feet along the Westerly line of Lot F; thence North 45°26' East 120.5 feet to a point in the North line of Lot F; thence North 83°53' West 32.75 feet along the North line of Lot F to the point of beginning.

That all of said real estate is owned by N W Homes, Inc., subject only to an unobstructed easement over the easterly 20 feet of Lot C of the Subdivision of Lots 4 and 5 of the Plat of Weather End; that said corporation has caused said area to be platted into six separate lots numbered 11 through 16 inclusive and two separate parks designated as Topper Twig Park and Shadow Park; said plat to be known as the Second Subdivision of Weather End, Dickinson County, Iowa, as surveyed and certified by Jacobson-Westergard & Associates, Engineers, of Estherville, Iowa; an accurate drawing of said plat being attached hereto. The platting of said area is with the free consent of the proprietor and owner of said real estate and in accordance with its desires.

An abstract of title, together with an attorney's certificate as to the title, accompanies the plat and is filed in the office of the Dickinson County Recorder in Spirit Lake, Iowa, herewith.

Topper Twig Park and Shadow Park are dedicated to the recreational use and enjoyment of all owners of lots within this plat and their guests, subject to the management and control of the same by the lot owners association, as is set out herein. Said Topper Twig

Park and Shadow Park shall be deemed owned, an undivided 1/6, by the owner or owners of each of the other six lots in this plat, for purposes of taxation and rights of conveyance. Said parks shall not be subject to partition without the unanimous consent of all owners of lots within this plat.

PRIVATE UNOBSTRUCTED EASEMENTS. The easterly 20 feet of Topper Twig Park is dedicated as an unobstructed private easement for the use of property owners in this plat and all of the property owners in the Plat of Weather End and the Replat of Lots 4 and 5 of Weather End, for vehicular and pedestrian traffic and ingress and egress to the various lots, and there shall be no structure constructed on said 20 foot easement in such a manner as to obstruct the free movement of vehicles over said 20 foot wide easement.

The southerly 10 feet of Lots 15 and 16 are dedicated to the owners of lots within this plat as well as the owners of lots in the Plat of Weather End and the owners of lots in the Replat of Lots 4 and 5 of the Plat of Weather End, as a private, unobstructed easement for vehicular and pedestrian traffic and ingress and egress to all of said lots.

There is a 20 foot private, unobstructed easement over a portion of Lot 12 and a 30 foot private, unobstructed easement over a part of Lot 14, as shown on the plat attached hereto, which easements are for the use of the owners of Lots 11, 12, 13 and 14 inclusive, for vehicular and pedestrian traffic for ingress and egress to these four lots.

Frederick A. Weber, Jr. and Catherine W. Weber, husband and wife, have executed this dedication individually solely for the purpose of granting an easement over a strip 40 feet in width immediately parallel to and adjacent to the southerly line of Lots 15 and 16 of this plat, which easement shall be for the benefit of all of the owners of lots in this plat and the owners of lots within the Plat of Weather End and the owners of lots in the Replat of Lots 4 and 5 of the Plat of Weather End, for vehicular and pedestrian traffic and for ingress

and egress to said lots, subject, however, to all costs of maintenance of said easement area being borne in proportion to the number of users of said easement.

RESTRICTIVE AND PROTECTIVE COVENANTS. This dedication shall be subject to the restrictive and protective covenants attached hereto and by this reference made a part of this plat.

The owner of any lot and successor in interest, by acceptance of the conveyance instrument, hereby agrees:

A. To abide by and be bound by the restrictive and protective covenants attached hereto.

B. That any expense properly chargeable to his or her lot, as hereinafter provided under the provisions of "Lot Owners Association", 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. This lien may be filed by the Board of Governors of the Lot Owners Association, and said lien may be foreclosed by said Association.

C. To abide by and be bound by the Bylaws as established for the Lot Owners Association and as the same may be amended from time to time, and the rules and regulations established by the Lot Owners Association for the use of Topper Twig Park and Shadow Park and for the private, unobstructed easements established in this plat.

D. To submit any and all plans for building and exterior alterations thereto, on his or her lot, to the Design Committee for prior written approval, all in conformance with the conditions hereinafter set forth.

LOT OWNERS ASSOCIATION. There is hereby created a Lot Owners Association, and, by accepting title to any lot or part thereof in this plat, a person shall automatically become a member of the Lot Owners Association. The purpose of the Lot Owners Association shall

be to establish the policies and procedures for the use and management of Topper Twig Park and Shadow Park for the recreation and enjoyment of all owners and their guests and for the use and maintenance of the private, unobstructed easements established in this platting.

A. VOTING. There shall be one vote for each separate dwelling unit but not less than one vote per lot for the owner or owners of real estate within this plat. In the event there is more than one owner, or the owner is a corporate entity or partnership, as to any one dwelling unit, it shall be the responsibility of said owners to establish the person entitled to the one vote for that dwelling unit. If no such designation is made and there is a conflict between multiple owners or a corporate or partnership entity, no vote shall be permitted until such fact is resolved. In the event of failure of the parties to agree to resolve said right, the Board of Governors shall be the final judge as to which person shall be entitled to that vote.

B. MEETINGS. There shall be an annual meeting of the Owners Association, which shall be held on the first Saturday of June of each year. The first meeting of said Owners Association shall be held on June 7, 1980. All meetings shall commence at 10:00 o'clock A.M. and shall be held at Topper Twig Park, unless notice is posted at said Topper Twig Park designating some other time or area no more distant than one mile from said Topper Twig Park. At any meeting of the members a majority of those entitled to vote shall constitute a quorum.

C. BOARD OF GOVERNORS. At the annual meeting, a Board of Governors shall be elected, which Board of Governors shall consist of three persons, each of whom must be an owner of an interest in the real estate within this plat. At any meeting of the Board, a majority of Governors shall constitute a quorum. The Board of Governors shall have the authority and responsibility to:

1. Appoint two lot owners to a Design Committee, which Design Committee shall have the duties and responsibilities as hereinafter set forth. Members of the Design Committee may also be members of the Board of Governors of the Association.

2. Manage Topper Twig Park and Shadow Park for the recreation and enjoyment of all lot owners in this plat and their guests, which management shall include but shall not be limited to the following:

a. Supervise and pay for the erection and maintenance of all structures and landscaping as approved by the design committee.

b. Secure building permits and dock permits as to said two parks.

c. Pay the real estate taxes on said two parks.

d. Secure and pay for casualty insurance to cover the value of structures and improvements on the park areas and to provide adequate liability insurance for personal injuries and property damage to users of said parks.

e. To annually provide a budget anticipating the funds necessary to pay for the maintenance, taxes and insurance as above provided, and to divide said expenses as follows:

i. All taxes on Topper Twig Park and Shadow Park shall be apportioned 1/6 to the owner or owners of each of the six lots in this plat.

ii. All other expenses shall be divided by the number of individual living units located on said plat but not less than one unit per lot.

f. Pay costs for maintenance and care of private, unobstructed easements and assess costs to appropriate lot owners.

g. Any assessments required in addition to the budgeted assessments shall be apportioned in the same manner as herein provided.

h. A failure on the part of any owner to pay the assessment spread by said Board of Governors, within thirty (30) days from the date of notification of the amount due, shall be deemed an authorization for the filing of a mechanic's lien by the Board of Governors of the Owners Association against the lot from whom the owner has failed to pay said assessment. No owner can exempt self from liability for assessment by waiving rights to use services provided by Lot Owners Association.

3. To establish a set of Bylaws and to draft rules and regulations governing the Owners Association and rules as to the use of Topper Twig Park and Shadow Park by lot owners and their guests. The Bylaws and any amendments thereto, as well as the rules and regulations shall require the ratification of 2/3 of the members of the Owners Association.

4. To enforce the restrictive and protective covenants filed with this plat and any amendments to said covenants.

5. To authorize capital improvements on Topper Twig Park and Shadow Park, except that no capital expenditure shall be made exceeding Five Hundred Dollars (\$500.00) without first obtaining the approval of 2/3 of the members of the Owners Association.

6. To call special meetings of the members of the Owners Association whenever petitioned to do so by three or more members or whenever the Board of Governors deems such meeting necessary.

7. To elect a chairman, vice chairman, secretary and treasurer from their own members. Any two of such offices may be held by the same person except chairman and vice chairman.

8. To maintain a bank account, separating said account in such a manner as to establish any difference there may be between the funds for the payment of taxes and the funds for the payment of other expenses. The treasurer of the Owners Association shall be authorized to use, as a depository for this Association, any duly constituted state or federal bank in Dickinson County, Iowa.

DESIGN COMMITTEE. As above provided, the Board of Governors shall name a Design Committee, which designation shall be made by the Board of Governors at its first meeting following the annual meeting of the members of the Owners Association. In the event of a vacancy on said Design Committee, the Board of Governors shall immediately appoint a successor member of the Design Committee.

No structure shall be erected nor shall its exterior be altered without first submitting the plans therefor in writing to the Design Committee and obtaining the written approval of said Design Committee. The Design Committee shall have the following responsibilities:

A. To approve or disapprove the location on any lot of any structure or alteration of a structure contemplated by the owner.

B. To approve or disapprove all finished grading plans to insure the proper drainage of surface water.

C. To approve or disapprove of the architectural style of any residence or building, to assure a harmonious appearance in the subdivision.

D. To approve or disapprove any property fences, property identification signs, and walls.

E. To approve or disapprove of the design and location of any building, structure, fence, recreational, and water front improvements placed upon Topper Twig Park and Shadow Park.

F. To carry out the intents and purposes of this provision of this plat, but to ~~re~~rain from unreasonably withholding the approval of proposed improvements if the same appear to be in the best interest of the subdivision and in harmony with the intended use of the subdivision. The Design Committee shall consider, when evaluating any application, that all residents should be provided a reasonable view of Lake West Okoboji from each residence. The lakeside of each lot shall, therefore, be deemed as the front of that lot.

Any person who believes that the Design Committee has unjustly disapproved an application may appeal the decision of the Design Committee to the Board of Governors of the Owners Association, which Board of Governors shall have the authority to overrule the Design Committee only by a unanimous vote to that effect.

Dated this _____ day of _____, 1979.

RESTRICTIVE AND PROTECTIVE COVENANTS
OF
SECOND SUBDIVISION OF WEATHER END

1. The use of lots in this plat shall be restricted to purposes residential in nature only, except as is noted in paragraph 7 below. No structure other than a single family residential structure and garage shall be permitted on Lots 11, 12, 13, and 14. Multiple residential structures and garages may be constructed upon Lots 15 and 16.

2. All driveways located on any of the lots in this plat shall be covered with a hard surface and with adequate off-street parking provisions to accommodate no less than two vehicles per lot.

3. No temporary living facilities shall be permitted. This shall include but not be limited to travel trailers, mobile homes, campers, and basements.

4. No lot in this plat may be subdivided into lots of a smaller size. Front, side and rear lot set-backs for any building construction shall conform to the set-backs shown on the plat. However, should multiple residential construction be approved on Lots 15 and/or 16, as allowed in these restrictive and protective covenants, these lots may be combined into one lot for construction purposes and the adjoining set-backs between said two lots eliminated.

5. Any truck, trailer house, mobile home, trailer, or camper may be parked in private drives only on a temporary basis unless written permission for the parking of said vehicle on a more permanent basis is obtained from the Board of Governors of the Lot Owners Association.

6. There shall be no horses, cattle, swine, poultry, fowl, or non-domestic animal kept on any lot in the plat. The owner of any domestic pet shall be responsible to insure that said pet does not become a nuisance to other owners and occupants of residences in the plat.

7. The owners of lots in this plat shall refrain from establishing or permitting the establishment of any commercial enterprise on the above described property. However, nothing herein shall prohibit the owner of any dwelling unit from renting said premises

in its entirety to another occupant nor shall a one person, one room professional office or service office by any lot owner be deemed in violation of this provision, provided the same shall not be conducted in such a manner as to become a nuisance or annoyance to any other owner.

8. No detached structure of any kind, except a garage, shall be permitted on any of the lots in this plat unless approved by the Design Committee and thereafter approved by at least 2/3 of the members of the Lot Owners Association at a meeting called for that purpose.

9. Any utility tanks for storage of fuel shall be placed under ground and covered.

10. All owners shall keep their lots free of debris and shall provide an inside storage area for rubbish and garbage and maintain appropriate containers for the same.

11. Any building constructed on any lot in this plat shall be of new construction. The exterior of all approved construction shall be completed within twelve months from the date construction starts.

12. No signs shall be permitted on any lot, except:

A. The property owner's name on a sign no larger than two square feet.

B. One sign advertising the property for sale or rent no larger than five square feet.

C. A professional sign for a "one person, one room office" with designation of business name, not larger than two square feet.

These restrictive and protective covenants shall continue in full force and effect and be enforceable by the Board of Governors of the Owners Association until terminated by the unanimous vote of all owners of lots in said plat. These restrictive and protective covenants may be amended only by the unanimous vote of all of the owners of lots within said plat.