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BY-LAWS
OF
WEST OKOBOJI HARBOR LOT OWNERS ASSOCIATION

The provisions creating and establishing the West Okoboji Harbor Lot Owners Association which are part of the platting of said Harbor, filed December 31, 1970, and recorded in Plat Book 7, Page 84, are hereby amended to read as follows:

The existence of the West Okoboji Harbor Lot Owners Association hereinafter referred to as Association is hereby reaffirmed. Each single family residence lot and each dwelling unit in case of multiple-family zoned lots in said plat shall carry with it one (1) Association membership for the respective owner or owners. Any transfer of a lot or dwelling unit shall automatically transfer the Association membership related to that lot or dwelling unit. No Association membership related to that lot or dwelling may be transferred except with the transfer of said lot or dwelling. In the event of multiple, corporate or fiduciary ownership of a lot or dwelling, the said owner or owners shall designate a person, in writing, filed with the secretary of the Association, said person to act as owner in connection with voting rights and administration. A contract purchaser in possession shall be considered the owner. In the event of dispute between the owners of a lot where there is multiple ownership, as to who is entitled to the membership privileges, the Association may deny such privileges until such time as the issue between the disputants has been resolved in writing. Each paid membership shall be entitled to one vote, either in person or by proxy. All proxies for use at any regular or special meeting shall be issued by the Association and shall be filed with the Association with its Secretary at least 24 hours prior to the meeting for which the proxy is to be voted. Filing shall mean actual receipt by the Secretary. The Association shall be obligated to mail such proxies.

Membership shall be recorded by the Secretary of the Association.

Each membership shall be responsible for Association dues in an amount to be established by the Board of Governors of the Association and approved by the Membership. Failure to pay membership dues shall result in the suspension of voting and other membership privileges until such dues are current.

The members of the Association shall elect a Board of Governors consisting of seven (7) persons for a three-year staggered term, all of whom shall be members or spouses of members, but in the event of joint ownership of any lot or dwelling unit any joint owner may be a member of the Board of Governors.

The Board of Governors shall convene immediately after their election by the membership and organize choosing a Chairman and a Vice Chairman. In addition, they shall have the right to employ a person as Secretary-Treasurer, who need not be a member of the Board, and who shall serve at the pleasure of the Board. In the event of any vacancies on said Board, the remaining members shall appoint an eligible member to complete the term of said vacancy.

Robert Rules of Order shall govern all meetings of the membership meeting and those of the Board of Governors.

The fiscal year shall begin the first of July and end the last day of June.

The Annual Meeting of the members shall be held during the month of July in each year at such time and place as the Board of Governors shall determine. Notice of such Annual Meeting or of any other meetings of the membership shall be given to each member either orally or by telephone, or by posted notice in a public place within the platted area, or by mailed notice, at least seven (7) days before such meeting.

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 of West Okoboji Harbor until such time as they may be taken over by a municipal or other public bond. To care for and maintain Harbor walls and boardwalk, wells, pumping equipment and water mains, and assess cost thereof to members, and to manage and control the distribution of water and assess cost thereof to consumers.

B. To receive complaints and grievances of members and give consideration thereto, and resolve same on an amicable basis if possible.

C. To serve as a liaison committee between individual members and the Lot Owners Association, and to enforce the "Restrictive Covenants".

D. To maintain and/or improve a community lighting system and assess the cost thereof to the membership, and to assess to the membership the cost of electrical energy thereby consumed.

E. To recommend such changes, if any, as may be appropriate respective the annual dues of members, the time and place of membership meetings and other variables about which there may be bona fide differences of thought.

F. To care for all shrubbery in the platted area not located upon privately owned lots.

G. To keep in repair and properly lighted the advertising signs and plants at the entrances to the platted areas.

H. To keep waters in the harbor free and clear of debris and foreign objects.

I. To establish an annual membership approved budget and audit.

J. To assess costs of all expenses as contemplated by these provisions to the members.

K. 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, all within the constraints of the membership approved annual budget. In the event of unforeseen or non-budget items requiring expedient action, such authority is extended an aggregate limit of ten percent (10%) of the approved annual budget.

L. To enforce the Restrictive Covenants and for that purpose may prosecute a class action, they thereby representing all members.

M. To maintain and keep in repair the jetties into the lake and depth of waters in the Harbor and cooperate with the State of Iowa with respect to these matters.

N. To create an open forum for the consideration of requested variances from the covenants, to notify all Association members of the time and place of variance meetings at least fourteen (14) days prior to such meeting, to approve or disapprove of variance applications, and to assess the costs of variance consideration to the member requesting such variance(s).

Upon a four (4) member affirmative vote by the Board of Governors, a special meeting of the membership shall be called not less than seven (7) days after notice as previously provided. A majority of the Board of Governors shall constitute a quorum. One-third (1/3) of the members shall constitute a quorum for a membership meeting.

No member may avoid liability for assessments by waiver of use or non-use of facilities.

Any assessment not paid when due, together with a penalty as may be established from time to time by the Board of Governors, and the costs of collection, shall become a lien upon the respective member's lot or dwelling unit, and, in addition, shall be the personal obligation of the owner or owners of such lot or dwelling unit. Reasonable attorney's fees incurred in the collection of such assessment shall be collected from the owner. At the request of any owner, mortgagee or prospective purchaser, the Association shall report in writing any unpaid assessments due from the owner of a lot or dwelling unit.

By acceptance of any deed, or contract, whether stated therein or not, each owner agrees to become subject to these provisions and such other rules and regulations of the Association as may be established.

The Board of Governors may appoint such committees as are desirable to carry out the Board's duties and responsibilities herein including but not limited to a Maintenance Committee. In addition, the Board shall annually appoint a Nominating Committee, a Water Systems Manager and a Design Committee. The purpose of the Design Committee is to establish control over the design of the dwellings to be constructed upon lots within this plat, such control to be exercised in the best interest of the present as well as all future owners of lots and dwelling units in the plat. The Design Committee shall consist of three (3) persons appointed annually by the Board of Governors. All plans and specifications for construction and placement of dwellings upon lot sites, exterior remodeling, docks, hoists, driveways, fences and retaining walls must first be presented to said Committee and meeting with its approval before any work on the lot relating to said construction shall be started. Any variance of covenants must be approved by the board. From a rejection of any such proposed plan or specifications an appeal may be taken to the Board of Governors but only upon the majority approval of said Board may the action of the Design Committee be reversed. Any member of the Board of Governors who also served on the design Committee shall not be entitled to vote on such an appeal.

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

Annexation. If approved by a majority of the members present to any legally called meeting of the Association Membership, additional tracts may be admitted to membership in the Lot Owners Association and become subject to the provisions of the Restrictive Covenants and these By-Laws.

Amendments. These By-Laws may be amended by simple majority of the members at any legally called meeting at which a quorum is present.

PROTECTIVE COVENANTS
WEST OKOBOJI HARBOR LOT OWNERS ASSOCIATION

USE OF LOT: All lots in the plat shall be used solely for residential purposes, except as hereinafter set out.

No structure other than a family dwelling of not more than one (1) story construction may be erected on Lots One (1) through Eighteen (18), inclusive. The maximum height of a one-story structure, (Reference Lots 1 through 18, inclusive of West Okoboji Harbor and Lots 3 through 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. No structure other than a single family dwelling of not more than three-story construction, including basement level, may be erected on Lots Nineteen (19) through Thirty-six (36), inclusive; no structure other than a single family dwelling of not more than two-story construction, including the lower level, may be erected on Lots Thirty-Seven (37), through Fifty-one (51), inclusive; no structure other than a single family dwelling of not more than two-story construction, including the lower level, may be erected on Lots Fifty-three (53) through Sixty-Two (62), inclusive; no structure other than a single family dwelling of not more than three-story construction, including basement level, may be erected on Lots Sixty-three (63) through Sixty-Seven (67), inclusive; property owners may build permanent garages on the rear of their respective lots if desired to enable them to use the rear access to these lots. However, the garages shall not be closer than ten (10) feet to the street side lot line.

FRONT YARDS - Harbor Side: With respect to all lots in the plat, no dwelling or garage or attachment to any building, including porch, breezeway, decks, stoops or overhang, may be built closer to the Harbor wall than twenty-five (25) feet.

SIDE YARDS: Each lot shall have two side yards of not less than five (5) feet each, and no building may be erected thereon, including attachments, closer than five (5) feet to the edge of the lot line.

BACK YARDS - Street Side: With respect to all lots in the plat, no dwelling or garage may be built closer to the street side lot line than ten (10) 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 may be sub-divided into small building lots. However, additional lots or portions thereof may be added to provide a larger yard or building sites, but no dwelling may be built upon a lot or portion thereof containing less than five thousand (5000) square feet.

BUILDING SIZE: No dwelling containing less than one thousand (1000) square feet on main floor may be erected upon any of the lots, exclusive of garages, breezeways and 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 the lot at any time, nor may residence 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 conducted upon any lot except for a one-room professional or service office actually operated by the occupant of lot. Any signs identify this office shall be approved by the Board of Governors of the Lot Owners Association as to design, location contents. No lot owner shall directly or indirectly permit the use of a lot in such a manner as to become a nuisance or any annoyance to other lot owners as determined by the judgment of the Board of Governors.

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, except during construction, 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 (5) 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 face 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.

DRIVEWAY: 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) ten 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 as required by the State of Iowa. The Board of Governors reserves the right to assign use of such existing 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 said 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 the governing of 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.

VARIANCES FROM COVENANTS: Variances 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 must be connected with the sanitary sewer collection lines of the lots at the time of improvement of the lot for which a connection fee of \$200.00 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.

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 Associations shall be entitled to recovery reasonable costs, including attorney fees.

ARTICLE # _____
WEST OKOBOJI HARBOR FIRST, SECOND AND THIRD ADDITIONS
OVERLAY DISTRICT

Section 1. INTENT: The intent of the West Okoboji Harbor, First Addition to West Okoboji Harbor, and Second Addition to West Okoboji Harbor Overlay District is to provide zoning requirements that specifically relate to the West Okoboji Harbor Additions regarding allowed structures, uses, etc. The West Okoboji Harbor three additions were a planned development project unique to the area of said additions, which involve artificially constructed waterways/canals, boardwalks, required membership in lot owners' associations with dues, and requirements concerning construction approval by a design committee, all of which are part of the original three plats and are part of the original three sets of bylaws of said owners' association.

The restrictive covenants which were parts of the three platting procedures have all expired by operation of law. The current zoning classification for said three additions is residential-lakeshore R-4, which current zoning provisions in some respects do not provide adequate protection to lot owners in the three West Okoboji Harbor additions due to the unique physical nature of said three additions.

Section 2. APPLICABLE ZONING. Unless specifically provided for below and otherwise, the existing Dickinson County zoning regulations shall apply to the West Okoboji Harbor Plat, First Addition to West Okoboji Harbor and Second Addition to West Okoboji Harbor. (Lakeshore residential district-R-4.)

Section 3. RENTING. The renting of any condominium unit, apartment, or dwelling of any kind within any of the said three additions may not be less than for one month increments.

Section 4. FENCES. No fences may be constructed on the front-waterway/canal side of any lot running from the residence structure toward said waterways. Rear (street) side and side yard fences are allowable as approved by the design committee.

Section 5. LANDSCAPING. Any landscaping within said three plats must be approved by the above-referred to design committee.

Section 6. TEMPORARY BUILDINGS AND STORAGE. Temporary buildings, fish houses, non permanent structures, motor homes, inoperable motor vehicles, boats, trailers, recreational vehicles, campers, or similar type vehicles may not be stored outside of an enclosed structure for more than fourteen (14) days in any one calendar year without written permission of the above-referred to design committee.

Section 7. COMMERCIAL VEHICLES. Except in new construction situations and except for situations involving deliveries, no commercial vehicles, trailers, equipment, or machinery may be kept outside of an enclosed structure for more than

fourteen (14) days in any one calendar year without permission of the design committee.

Section 8. **ANIMAL KENNELS.** The construction and use of any animal kennels is prohibited.

Section 9. **LANDSCAPE IRRIGATION.** Due to the fact that the three Harbor associations provide domestic water services to lot owners within the three additions via private wells owned by the associations, the water source for landscape irrigation must be from the canal/waterway waters and not from individual wells located within any of the three Harbor additions, and also not from the water system provided to lot owners within the three Harbor additions.

Section 10. **SATELLITE DISHES AND OTHER OUTSIDE ELECTRONIC COMMUNICATION APPURTENANCES.** No ground mounted satellite dishes or other ground mounted outside communication equipment shall be permitted except with approval of the above-referred to design committee.

Section 11. **CLOTHESLINES.** No outside clotheslines are permitted, and no clothing or laundry may be aired or dried outside of enclosed solid walled structures.

Section 12. **OUTSIDE LIGHTING.** All permanent exterior lighting must be approved in writing by the above-referred to design committee.

Section 13. **BOARDWALKS.** The use of boardwalks running along the canals/ waterways shall be subject to all reasonable rules and conditions as directed and enacted by the board of governors of the lot owners' associations for the three Harbor additions.

Section 14. **SOLID WASTE CONTAINERS.** Regarding single family dwellings/ houses, no trash/garbage containers may remain in public view except on the specified days of solid waste collection. However, in condominium and multiple family dwellings, structures are permitted to allow outdoor storage of solid waste containers. The construction of said structures may be accomplished only with the advanced permission of the design committee.

Section 15. **NEW OUTSIDE CONSTRUCTION.** All outside construction and/or alterations shall be subject to the written advance permission and approval of the above referred to design committee.

Section 16. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 17. **Severability Clause.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof

not adjudged invalid or unconstitutional.

Section 18. This ordinance is passed pursuant to the authority granted by Section 380.8, The Code of Iowa.

