



RE/MAX Lakes Realty provides these covenants/bylaws/horizontal property regime declarations as a convenience, and in no way guarantees the accuracy of these documents, and in no way represents that these documents are up to date and/or legally binding. It is the responsibility of any potential buyer, seller, investor, and/or real estate agent to contact any association contact and/or the Dickinson County recorder's office in order to satisfy themselves as to the very latest available documents.

These documents are the property of Sellboji.com, BojiHomes.com and RE/MAX Lakes Realty. The downloading of these documents for use by any other Real Estate Agency is strictly prohibited.

**COPY**

**RESTRICTIVE COVENANTS RELATING TO  
THE PLAT OF WHISPERING PINES, 2<sup>nd</sup> ADDITION  
CITY OF SPIRIT LAKE, IOWA**

**EXCEPTIONS:** The following covenants apply to all lots in this plat except Lot 14.

**USE OF LOTS:** All lots in the said subdivision shall be residential lots, and shall be solely for single family residential purposes. No residence shall be constructed without a permanent attached garage also being constructed. All garages are to be solely for the use of occupants of the residences. Garages may not be built independently of a residence on the same lot.

**LOT SIZE:** No lot may be sub-divided into smaller building lots, however, one (1) additional lot or portion thereof, as approved by the proprietor, may be added to provide larger yards or building sites.

**BUILDINGS:** No residence shall have ground floor areas of less than twelve hundred (1200) square feet in the case of a one (1) story structure. For a two (2) story or one and one-half (1½) story residence, the ground floor shall have at least nine hundred (900) square feet and the second floor at least four hundred (400) square feet. All areas shall be determined exclusive of open porches, basement, breezeways, patio areas, or garages.

There shall be a minimum slope of 4:12 on all roofs and a minimum of eight (8) foot sidewalls. No metal roofs shall be allowed. No open carports shall be permitted.

All exterior construction shall be completed within twelve (12) months from commencement of construction.

**CARE OF LOTS:** Owners of all lots shall at all times keep the same free and clear from all obstruction, debris, and obnoxious growths. No boats, trailers, campers, motorcycles, snowmobiles, tent trailers, house trailers, mobile homes, fish houses or other like vehicles or structures shall be stored or kept upon any lots except when enclosed within the garage. No outside toilets shall be permitted on the premises and the owner shall connect all waste water lines to the public sanitation sewer system. Refuse and garbage shall be disposed of in a manner consistent with the regulations of the health department and good sanitation practices.

**MISCELLANEOUS PROHIBITIONS:** No building of any kind or for any purpose, may at any time be moved to and upon any of the lots, except new construction (construction trailers or buildings shall be permitted during construction period.) A new home that is substantially completed elsewhere and is moved onto the foundation is allowed if the home meets the requirements of the Uniform Building Code.

No business, trade or commercial activity of any kind may be conducted upon any lot excepting only for a one (1) person, one (1) room professional office or service office used by the residence occupant.

No lot owner may directly or indirectly permit the use of a lot in such a manner as to become a nuisance or annoyance to owners or occupants of lots within the plat.

No temporary structure, tent, trailer, etc., shall be used as a residence.

No advertising or billboards shall be permitted on the premises except a "For Sale" sign no larger than five (5) square feet in area, such sign shall pertain only to the premises upon which it is located.

No animals, such as, but not limited to, horses, cattle, sheep, hogs, goats, poultry or rabbits, shall be permitted. This shall not prohibit domestic cats and dogs as pets, provided that there is a limitation of two (2) dogs and two (2) cats per dwelling unit or household, and that they are confined upon the owners property.

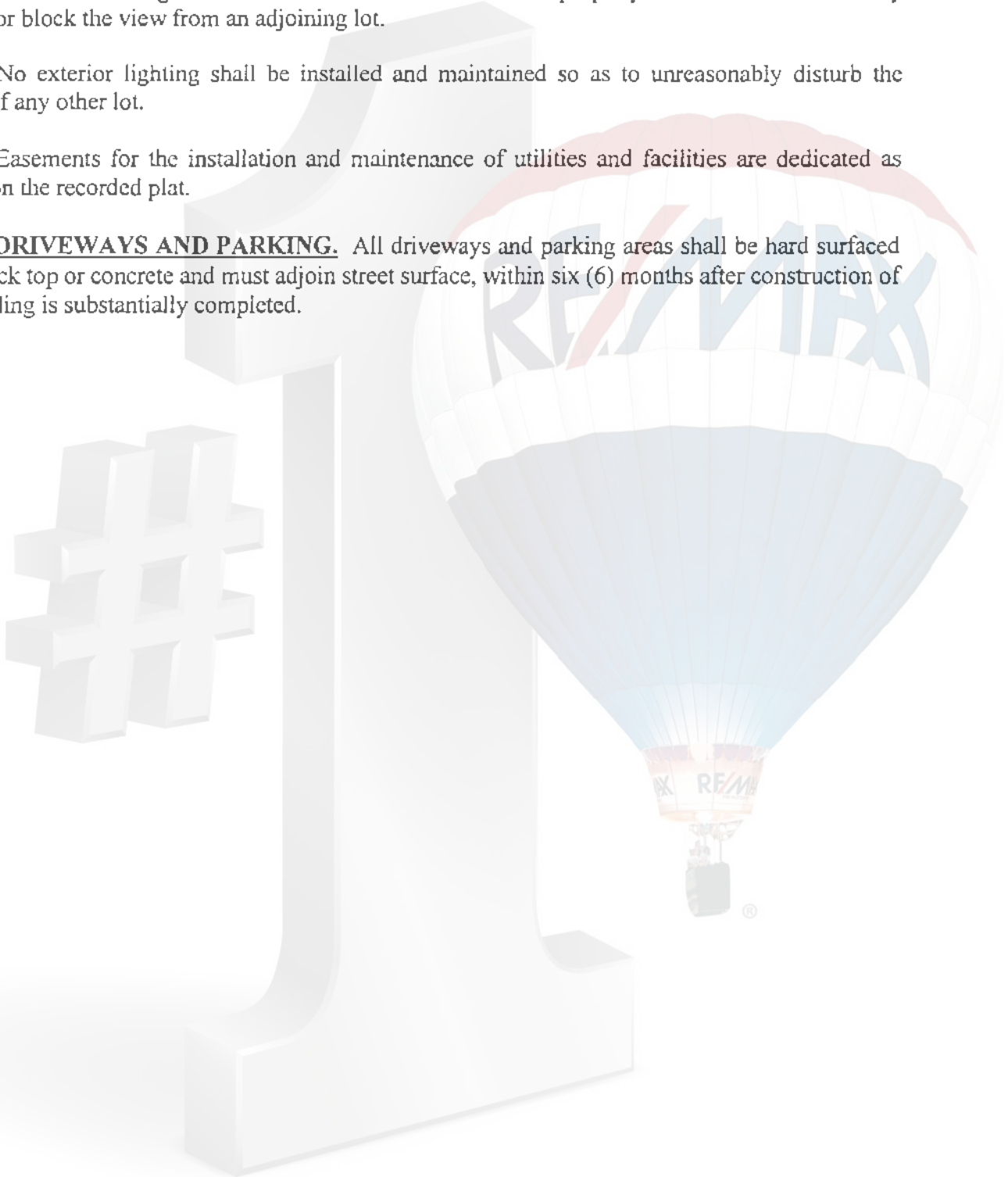
No dog kennel run may be constructed with dimensions in excess of five (5) feet by twenty (20) feet, it shall be attached to the house and shall not extend more than ten (10) feet beyond the house in any direction and shall be no closer than four (4) feet to any side lot line or rear lot line. The holding of animals for commercial sale or breeding is prohibited.

No fence or hedge shall be erected or maintained on the property which shall unreasonably restrict or block the view from an adjoining lot.

No exterior lighting shall be installed and maintained so as to unreasonably disturb the owner of any other lot.

Easements for the installation and maintenance of utilities and facilities are dedicated as shown on the recorded plat.

**DRIVEWAYS AND PARKING.** All driveways and parking areas shall be hard surfaced with black top or concrete and must adjoin street surface, within six (6) months after construction of the building is substantially completed.



# FINAL PLAT OF POINTE OF PINES ADDITION TO SPIRIT LAKE, IA

THAT PART OF SUBDIVISIONS "H" AND "E" OF THE OFFICIAL PLAT OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9 AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9 AND PART OF THE NORTHEAST QUARTER OF SECTION 9, ALL IN TOWNSHIP 89 NORTH, RANGE 36 WEST OF THE 5TH P.M., SPIRIT LAKE, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9-99-36, THENCE SOUTH 0°09'20" WEST 432.00 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9 TO A POINT ON THE SOUTH LINE OF LOT 9 OF WHISPERING PINES/WAUGH ADDITION, FIRST ADDITION, THE POINT OF BEGINNING; THENCE NORTH 89°22'40" EAST 300.00 FEET ALONG THE SOUTH LINE OF SAID ADDITION; THENCE SOUTH 0°09'20" WEST 454.51 FEET; THENCE SOUTH 89°35'30" WEST A DISTANCE OF 300.00 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION "E" ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 0°09'20" WEST 442.80 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9 AND SUBDIVISION "E" TO THE SOUTHEAST CORNER OF SUBDIVISION "E" AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 0°03'28" EAST 25.05 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 89°35'30" WEST 1084.82 FEET ALONG A LINE PARALLEL TO AND 25.05 FEET SOUTH OF THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9 TO THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER RAILROAD; THENCE NORTH 23°37'58" EAST 1151.40 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER RAILROAD TO THE SOUTHWEST CORNER OF LOT 14 OF WHISPERING PINES SECOND ADDITION; THENCE SOUTH 66°38'22" EAST 117.32 FEET TO THE SOUTHEAST CORNER OF LOT 14 OF WHISPERING PINES SECOND ADDITION; THENCE SOUTH 13°37'58" EAST 83.03 FEET TO THE SOUTHWEST CORNER OF LOT 13 OF WHISPERING PINES SECOND ADDITION; THENCE NORTH 89°50'25" EAST 498.55 FEET ALONG THE SOUTH LINE OF WHISPERING PINES SECOND ADDITION TO THE POINT OF BEGINNING, CONTAINING 21.59 ACRES, MORE OR LESS.

**LEGEND**

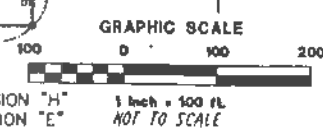
- FOUND 5/8" x 30" YELLOW CAPPED REBAR L.S. #9179 MONUMENT OR AS NOTED
  - SET 5/8" x 30" YELLOW CAPPED REBAR L.S. #9179
- NOTE: ALL LOTS HAVE A 10' FRONT YARD UTILITIES EASEMENT ABUTTING STREET RIGHT-OF-WAYS.

SW CORNER OF SUBDIVISION "D" AND NW CORNER SW 1/4 NW 1/4 9-99-36

NORTH LINE NW 1/4 NW 1/4 SEC. 9 AND SUBD. "H"

N89°49'27"E 353.81'

NE COR. OF SUBD. "H" AND NW 1/4 NW 1/4 SEC. 9-99-36 (5/8" YELLOW CAPPED REBAR L.S. #3669)



PART OF NE 1/4 NW 1/4 SECTION 9-99-36

SE COR. OF SUBDIVISION "H" AND NW 1/4 NW 1/4 SEC. 9-99-36

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.  
Date: 11-13-00  
James R. Bonn, L.S.  
License no. 2176

**JW JACOBSON-WESTERGARD & ASSOCIATES, INC.**  
105 S. SIXTH ST. ESTERVILLE IOWA  
CONSULTING ENGINEERS LAND SURVEYING

FINAL PLAT OF  
POINTE OF PINES

WEST OKOBOJI HARBOR INC.  
C/O AUGUST SCHEPPMANN  
1800 COUNTRY CLUB DRIVE  
OKOBOJI, IOWA

Scale 11-18-2000  
Designer J.L.L.  
Draftsman C.L.T.  
Checker J.R.B.

Project Number: S98231  
Sheet: 1 OF 1

LOERVIEW SECOND ADDITION  
PROTECTIVE COVENANTS

*located in Wherry's Times  
Abstract for Sublot*

I. Land Use

All lots described herein shall be known as residential lots and used solely as such, and no structure shall be erected on any residential lot other than one detached single family dwelling not to exceed two stories in height and a one or two car garage, if any, which shall be attached to the residence directly or by breezeway, or a multifamily dwelling that conforms to the regulations set forth in the zoning ordinances of the City of Spirit Lake, Iowa, and therein referred to as structures permitted in an R-2 District.

II. Lot Line Limitations

No building shall be erected on any residential building lot unless the following regulations are observed.

A. Front Yards

The minimum depth of any front yard shall be twenty-five (25) feet and shall not exceed forty (40) feet in depth and in any event shall conform to the average set back of adjoining existing dwellings. No accessory building attached to a dwelling shall project beyond the front yard line.

B. Side Yards

Each lot shall have two side yards, the combined width of which shall not be less than 20 per cent of the width of the lot except that neither side yard shall have a width of less than five (5) feet. On corner lots the side yard adjacent to the street shall have a width of not less than 25 per cent of the width of the lot, but need not exceed twenty-five (25) feet. Accessory buildings shall not extend into such side yards.

C. Rear Yards

Depth of rear yards shall not be less than twenty-five (25) per cent of the depth of the lot but need not exceed thirty (30) feet. This provision as to rear yards shall not apply to corner lots, and the off street lines of said corner lots shall be considered to be side yard lines rather than rear yard lines.

III. Lot Size Requirements

No residential lots shall be subdivided into individual plots having less than six thousand (6,000) square feet of area or a width less than sixty (60) feet nor shall any building be erected on a residential plot having less than six thousand (6,000) square feet of area. Nothing herein contained shall prevent the division of a lot into portions to be added to the two adjacent lots.

IV. Unlawful Procedure

No trailer, basement, tent, shack, garage, barn, or other out-building erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary nature be permitted. No building of any nature shall at any time for any purpose be moved onto any lot of the

sub-division described herein, nor shall any noxious or offensive trade be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, nor shall any business be conducted which is in violation of the zoning ordinance of the City of Spirit Lake, Iowa, as would apply to an R-2 District.

V. Building Approval and Living Area Requirements

No building shall be erected on any lot at any time unless the design and location is in harmony with existing structures and locations in the tract and does not violate any protective covenants.

No building shall in any case be permitted on any lot described herein having a ground floor square foot area of less than seven hundred sixty-eight (768) square feet in the case of a one story structure exclusive of garage, porches, and breezeways, nor less than five hundred seventy-two (572) square feet exclusive of garage, porches, and breezeways in the case of one and one-half or two story-structures.

VI. Easements

A perpetual easement is reserved over the rear five (5) feet and five (5) feet on either or both sides of each lot for utility installation and maintenance.

VII. Driveways

In cases where no garage exists, graveled driveways shall be permitted. All other driveways, including driveways where garages exist, shall be constructed of Portland cement or asphalt concrete which shall be installed with a minimum width of nine (9) feet of Portland cement or asphalt concrete drive strips with a minimum width of twenty-four (24) inches per drive strip. Any asphalt concrete driveway shall be at least two (2) inches thick in construction.

VIII. Protective Covenants

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 1984, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

In the event the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before 1984, it shall be lawful for any other person or persons owning any other lot or lots in said development or sub-division to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him from doing so or to recover damages or to obtain any other legal or equitable remedy available for such violation.

Invalidation of any one of these covenants by judgment or court action shall in no wise affect any of the other provisions which shall remain in full force and effect.

or replacement of defective improvements under warranty, and shall indemnify the City from any and all costs or losses resulting from or contributed to such defective improvements.

TITLE TO LOTS.

The proprietors hereby agree that the title to the following lots after platting shall be as follows:

Title in fee simple in Thoralf Nodland and August R. Scheppmann as tenants in common in the following lots:

Lots 1 to 43 inclusive, and Lots 49, 50 and Lots 58 to 63 inclusive.

Title in fee simple in Hubert T. Waugh and Myrna Waugh as tenants in common, subject to a Contract of Sale to Thoralf Nodland and August R. Scheppmann as tenants in common in the following lots:

Lots 44 to 48 inclusive and 51 to 57, inclusive.

Alta Nodland, spouse of Thoralf Nodland and Ardyce L. Scheppmann, spouse of August R. Schoppmann join in the execution of these proceedings as required by law and certify that the said platting is in accordance with their desires and with their free consent.

Dated at Spirit Lake, Iowa this 28 day of June, 1977.

Thoralf Nodland  
Thoralf Nodland

August R. Scheppmann  
August R. Scheppmann

Alta Nodland  
Alta Nodland

Ardyce L. Scheppmann  
Ardyce L. Scheppmann

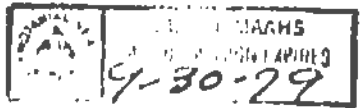
Hubert T. Waugh  
Hubert T. Waugh

Myrna Waugh  
Myrna Waugh

STATE OF IOWA )  
                  )SS.  
DICKINSON COUNTY

On this 28 day of June, 1977, before me, Earl H. Maahs, a Notary Public, in and for the above named state and county personally appeared Thoralf Nodland and Alta Nodland, his wife, and August R. Scheppmann and Ardyce L. Schoppmann, his wife, who being personally known to me to be the identical persons designated the owners and proprietors named in the foregoing platting proceedings, and who having executed the same as such have acknowledged their execution thereof to be their voluntary acts and deeds.

Earl H. Maahs  
Earl H. Maahs, Notary Public,  
Dickinson County, Iowa.



RESTRICTIVE COVENANTS RELATING TO  
THE PLAT OF WHISPERING PINES, WAUGH ADDITION,  
CITY OF SPIRIT LAKE, IOWA

USE OF LOTS: All lots in the said subdivision shall be residential lots, and shall be solely for single family residential purposes. No residence shall be constructed without a permanent attached garage also being constructed. All garages are to be solely for the use of occupants of the residences. Garages may not be built independently of a residence on the same lot.

LOT SIZE: No lot may be sub-divided into smaller building lots, however, one (1) additional lot or portion thereof, as approved by the proprietor, may be added to provide larger yards or building sites.

BUILDINGS: No residence shall have ground floor areas of less than twelve hundred (1200) square feet in the case of a one (1) story structure. For a two (2) story or one and one-half (1½) story residence, the ground floor shall have at least one thousand (1000) square feet and the second floor at least four hundred (400) square feet. All areas shall be determined exclusive of open porches, basement, breezeways, patio areas, or garages.

There shall be a minimum slope of 5:12 on all roofs and a minimum of eight (8) foot sidewalls. No metal roofs shall be allowed. No open carports shall be permitted.

All exterior construction shall be completed within twelve (12) months from commencement of construction.

CARE OF LOTS: Owners of all lots shall at all times keep the same free and clear from all obstruction, debris, and obnoxious growths. No boats, trailers, campers, motorcycles, snowmobiles, tent trailers, house trailers, mobile homes, fish houses or other like vehicles or structures shall be stored or kept upon any lots except when enclosed within a garage. No outside toilets shall be



permitted on the premises and the owner shall connect all waste water lines to the public sanitation sewer system. Refuse and garbage shall be disposed of in a manner consistent with the regulations of the health department and good sanitation practices.

MISCELLANEOUS PROHIBITIONS: No building of any kind or for any purpose, may at any time be moved to and upon any of the lots, except new construction (construction trailers or buildings shall be permitted during construction period.) A new home that is substantially completed elsewhere and is moved onto the foundation is allowed if the home meets the requirements of the Uniform Building Code.

No business, trade or commercial activity of any kind may be conducted upon any lot excepting only for a one (1) person, one (1) room professional office or service office used by the residence occupant.

No lot owner may directly or indirectly permit the use of a lot in such a manner as to become a nuisance or annoyance to owners or occupants of lots within the plat.

No temporary structure, tent, trailer, etc., shall be used as a residence.

No advertising or billboards shall be permitted on the premises except a "For Sale" sign no larger than five (5) square feet in area, such sign shall pertain only to the premises upon which it is located.

No animals, such as, but not limited to, horses, cattle, sheep, hogs, goats, poultry or rabbits, shall be permitted. This shall not prohibit domestic cats and dogs as pets, provided that there is a limitation of two (2) dogs and two (2) cats per dwelling unit or household, and that they are confined upon the owners property.

No dog kennel run may be constructed with dimensions in excess of five (5) feet by twenty (20) feet, it shall be attached to the house and shall not extend more than ten (10) feet beyond the house in any direction. The holding of animals for commercial sale or breeding is prohibited.

No fence or hedge shall be erected or maintained on the property which shall unreasonably restrict or block the view from an adjoining lot.

No exterior lighting shall be installed and maintained so as to unreasonably disturb the owner of any other lot.

Easements for the installation and maintenance of utilities and facilities are dedicated as shown on the recorded plat.

DRIVEWAYS AND PARKING. All driveways and parking areas shall be hard surfaced with black top or concrete and must adjoin street surface, within six (6) months after construction of the building is substantially completed.



ZONING AND RESTRICTIVE COVENANTS

That the area of land contained within this platting procedure is subject to Zoning Ordinance No. 3-72 of the City of Spirit Lake, Iowa, but in addition the following restrictive covenants are applicable to all lots:

DRIVEWAYS

All driveways leading from the street to garage and all parking areas shall be hard surfaced.

ONE STORY DWELLING

No single family one-story dwelling shall be constructed on any lot unless the fully enclosed first floor area is at least 900 square feet, exclusive of areas for carport, garage and open porches.

TWO-STORY DWELLING

No single-family two-story dwelling shall be constructed unless the fully enclosed first floor area is at least 700 square feet, exclusive of areas for carport, garage and open porches.

MODULAR HOMES

No dwelling of modular construction shall be allowed on any lot. Modular construction shall mean a factory built structure made so as to be readily movable as a unit or units containing one or more rooms.

GENERAL.

The restrictions, prohibitions and limitations embraced in the foregoing covenants shall constitute covenants running with the land and be binding upon all lot owners, their successors in interest, grantees, heirs and assigns.

WARRANTY

We, Thoralf Nodland and August R. Schepmann, personally guarantee and warrant the design, material and workmanship, installation and/or construction of improvements required by the City according to Ordinance No. 4-72 of the City of Spirit Lake for a period of two years after completion, and further guarantee the expedient repair