

MISC BK #17

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JAN BORTSCHELLEN
RECORDER
DICKINSON COUNTY, IOWA
FEE \$ 21.00

Prepared by: John M. Bjornstad, 832 Lake Street, Spirit Lake, Iowa 51360 712/336-2000

**Declaration of Restrictive Covenants,
Lake Access, Utility/Sewer Provisions
and General Provisions of
East Oak Estates**

WHEREAS, the Plat of East Oak Estates, Dickinson County, Iowa, was dated on May 9, 1978, and filed of recorded on May 9, 1978, in Abstract Book 13, Page 147 of the Dickinson County Recorder's Office, and

WHEREAS, a question has arisen whether the restrictive covenants, lake access, utility/sewage provisions and general provisions of the Plat of East Oak Estates remain in effect by reason of the 21-year statute of limitations provided by Section 614.24 of the Code of Iowa.

NOW, THEREFORE, the undersigned being the President and Secretary of the East Oak Estates Property Owners Association, hereby affirm and reaffirm the following covenants and provisions:

General Covenants

1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any lot other than a single family dwelling with attached garage. An unattached storage shed (garden shed) shall be permitted with colors coordinating with the home exterior. No metal construction storage shed will be permitted and will not be allowed on the roadside. Plans must be approved by the Board. All exterior shall have earth tone colors, blending with and so as not to distract from the natural environment.
2. Parking Area. Residents of the subdivision shall provide off-street parking facilities for all vehicles regularly operated within the subdivision.
3. Nuisances. No noxious or offensive trade or activity shall be carried on upon any lot or tract nor shall anything be done which may be or become an annoyance to the neighborhood. Owners of lots in the subdivision are to keep said lots neat in appearance at all times. No large vehicles such as large trucks or buses shall be parked in the subdivision except those brought in

temporarily in connection with service or in case of emergencies. For the purpose of this provision, the holding of animals for commercial sale and/or breeding is a nuisance.

4. Temporary Structures. No basement, tent, shack, barn, mobile home, garage, or other building erected or placed within the subdivision or on any lot therein shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character or of less than one story above ground be used as a residence. Overnight camping is not allowed unless a permanent dwelling is on the property.

5. Maintenance. The titleholder of each lot or tract, vacant or improved, shall keep said lot or tract free of weeds and debris.

6. Dwelling Placement. No dwelling shall be erected upon any lot except that it provide for a set back from street of not less than that set back shown on sketch, marked "Bldg. Set Back Lines", filed with the preliminary plat of East Oak Estates, Ltd.

Restrictive Covenants

1. Dwelling Size. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1200 square feet of dwelling for single story structures or 1200 square feet of main floor of a structure of more than one story. No more than one dwelling shall be located or erected on any one lot. No lot may be subdivided for purposes of evading this provision. Structure of the home must be on-site construction with minimum 5-12 roof pitch. Construction must be completed within one year and plans including landscaping, walks and fences to be approved by the Board prior to construction. Modular and trailer houses are not permitted.

2. Parking Area. No recreational vehicles shall be parked on any lot. For the purposes of this provision, recreational vehicles shall include, but not be limited to, house trailers, travel trailers, motor homes and water craft.

3. Driveways. All driveways and parking areas shall be hard surface with black top or concrete and must adjoin street surface on all newly constructed homes.

4. Fences. No wall or fence shall be constructed on any lot until height, type, design and location has been approved by the Board. No metal yard fences shall be constructed.

5. Outside Lighting. Outside lighting on dwelling, yard and dock areas shall be restricted to a decorative type light fixture

or flood light attached to the dwelling and approved by the Board. No exterior lighting shall be installed so as to disturb the owner of any other lot. No large wood or steel electrical pole type security lights and/or vapor lights are permitted.

6. Utility Tanks. All utility tanks for fuel storage must be buried underground on new construction. Existing tanks must be covered from view by a fence or hedge.

Property Owners Road Maintenance Association

1. Purchasers of lots or tracts in East Oak Estates, or their heirs, successors or assigns, are hereby notified that the streets, alleys and easements for private and public access and utility placement have not been dedicated to Dickinson County, Iowa. That at the time of platting, it is the policy of Dickinson County, Iowa, to maintain certain designated streets and roads and to provide snow removal therefrom. That said designation is made by minutes of the Board of Supervisors and recorded in the office of the County Engineer.

2. As to any streets, roads, alleys and easements for private and public access and utility placement not maintained by Dickinson County, Iowa, the owners of lots and tracts within East Oak Estates shall form a Property Owners Association to provide for the maintenance of said streets and for snow removal and shall be bound by the assessment of the cost thereof against their lot or tract. It is understood that such assessment shall be payable within 30 days of such assessment and shall constitute a lien on said property which may be enforced by suit in rem or by any other remedy chosen by the Property Owners Association.

3. The Property Owners Association shall consist of five members, elected by ballot. Each lot in East Oak Estates shall be entitled to one vote and the owner of such lot shall cast said vote for the election of commissioners of East Oak Estates Property Owners Association. Members of the East Oak Estates Property Owners Association shall hold office until their successors are elected. Elections shall be held annually, supervised by the commissioners of the East Oak Estates Property Owners Association and notice of such election shall be given property owners by posted notice within the subdivision at least two weeks prior to the election. The commissioners of the Property Owners Association shall be the election judges of the election. Any property owner attempting to cast a ballot may be required to show ownership of tract or lots.

Lake Access

1. Lot 14 of East Oak Estates is herewith dedicated to the use of owners of tracts or lots within East Oak Estates for access to East Okoboji Lake. Structures on said Lot 14 or adjacent thereto in the Lake, such as marina docks and boat lifts, shall be accomplished under the supervision and direction of the East Oak Estates Property Owners Association, and the maintenance and repairs of said Lot 14 and structures located thereon or adjacent thereto shall be assessed against the property owners in the same manner as assessments are made for maintenance for streets, alleys and easements.

2. Such access to East Okoboji Lake shall be for the sole benefit of the property owners of East Oak Estates.

Utilities and Sanitary Sewage

1. All residential properties within East Oak Estates North shall dispose of sanitary sewage by Iowa Great Lakes Sanitary Sewer System.

General Provisions

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 21 years from the date these covenants are recorded, after which time said covenants shall be refiled and recorded with the state and county unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

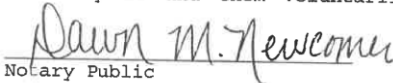


Larry J. Lewis, President


Sherri DeNoble, Secretary

STATE OF IOWA, COUNTY OF Clay, SS:

On this 9th day of October, 2001, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared Larry J. Lewis and Sherri DeNoble, to me personally, known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the East Oak Estates Property Owners Association; that said instrument was signed on behalf of said Association by authority of its Board of Directors; and that said President and Secretary as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said Association by it and them voluntarily executed.



Notary Public

