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PLAT BK. 10, PAGE 31
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JAN BORTSCHELLER
RECORDER
DICKINSON COUNTY, IOWA

Prepared by: James C. Ladegaard

708 Lake Street

Spirit Lake

FEE \$ (712) 336-1292

137⁰²

PROPRIETOR'S CERTIFICATE
PLAT OF BOYS TOWN SUBDIVISION,
CITY OF WEST OKOBOJI,
DICKINSON COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That **Father Flanagan's Boys' Home**, has caused the property described in the attached final plat of Ryken Engineering, Inc., being that tract of land shown in the Plat known as Boys Town Subdivision, City of West Okoboji, Dickinson County, Iowa, which is hereto attached, to be surveyed, staked and platted as shown and set forth in and by the attached plat and the certificate by Richard Lee Knudson, L.S., who surveyed, staked and platted the same. This subdivision, as it appears on the attached plat is with the free consent and in accordance with the desire of the proprietor, **Father Flanagan's Boys' Home**.

Attached hereto are covenants which apply to Lots 1, 2, 3, 4 and 5 only.

Lot 6 shall be conveyed to the City of West Okoboji immediately upon filing of the plat.

No buildings or other structures may be placed on Lot 1. This shall not be construed to prohibit docks or hoists installed in conformity with the regulations of the Iowa Department of Natural Resources.

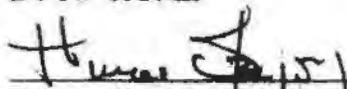
Access driveways for Lots 2, 3, 4 and 5 shall be constructed so that sewer service is covered by at least four feet (4') of driveway to provide additional soil cover. Culverts shall be installed in the new driveways. Culverts shall be eighteen inches (18") (minimum) diameter with the length as required to allow four feet (4') (horizontal) x one foot (1') (vertical) side slopes from top of new driveway to bottom of drainage ditch.

This property platted is also subject to all terms and conditions of the Resolution Adopting the Final Plat of Boys Town Subdivision by the City of West Okoboji, Dickinson County, Iowa, a copy of which is attached hereto.

A permanent drainage easement to the City of West Okoboji is hereby granted for storm water detention pond on property located immediately to the East of Lot 2 and as described and shown on the attached Final Plat of Boys Town Subdivision.

IN WITNESS WHEREOF, **Father Flanagan's Boys' Home**, the owner and proprietor of the land described in the attached plat does hereby execute this Proprietor's Certificate.

FATHER FLANAGAN'S
BOYS' HOME



Thomas Gregory, Secretary

STATE OF NE, COUNTY OF Douglas, ss:

On this 15th day of February, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared **Thomas Gregory**, to me personally known, who being by me duly sworn, did say that he is the Secretary of the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that **Thomas Gregory** as an officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



Notary Public in and for said State



**COVENANTS AND LAKESHORE LOT AGREEMENT
REGARDING BOYS TOWN SUBDIVISION
WEST OKOBOJI, DICKINSON COUNTY, IOWA**

WHEREAS, Father Flanagan's Boys' Home, a Nebraska corporation (Developer) is the owner of property being platted as Boys Town Subdivision, City of West Okoboji, Dickinson County, Iowa, and

WHEREAS, as part of the Plat, certain lots will be platted for the construction of single family residences with another lot designated for shared lake access to West Lake Okoboji.

NOW THEREFORE Developer hereby submits the land in Boys Town Subdivision to the following covenants:

1. The land to which these covenants apply shall be Lots 1, 2, 3, 4 and 5. Lot 6 will be conveyed to the City of West Okoboji for parking and is not subject to these covenants.

2. Lots 2, 3, 4 and 5 are designated as single family residential lots and only one single family residence shall be permitted on each of said lots.

3. Lot 1 shall be used for the sole purpose of providing lake access for Lots 2, 3, 4 and 5. An undivided one-fourth (1/4) interest in Lot 1 shall be appurtenant to each of said Lots 2, 3, 4 and 5. As each of Lots 2, 3, 4 and 5 are sold, an undivided one-fourth (1/4) interest in Lot 1 shall be conveyed to the same purchaser. Lots 2, 3, 4 and 5 may not be sold without selling the appurtenant one-fourth (1/4) interest in Lot 1 to the same purchaser and the one-fourth (1/4) interest in Lot 1 shall not be sold without also selling its appurtenant interest in the respective lot to the same purchaser.

4. The absence of a specific reference to these covenants in any subsequent transfer of property shall not affect the application of these covenants and said land shall continue to be subject to these covenants. No property owner may waive the application of these covenants or otherwise avoid liability for assessments as set out below.

5. Developer has created the Boys Town Subdivision Homeowners' Association, an Iowa non-profit corporation. There shall be four members of such Association, one membership for each of Lots 2, 3, 4 and 5. The purpose of such Association shall be to manage Lot 1 as more fully set out herein and in the Articles of Incorporation, copies of which are attached hereto and to enforce these covenants.

6. No lot may be subdivided.

7. Lots 2, 3, 4 and 5 are subject to the following :

A. Vehicular access to said lots shall be from the south or Kirkwood Avenue.

There shall be no vehicular access to said lots from the north or Okoboji Boulevard.

B. Owners and guests of owners of residences shall not park on Okoboji Boulevard nor shall they park on the front portion of said Lots between the improvements and the north property line.

C. No boat hoist storage shall be permitted.

D. No storage buildings shall be allowed. No above ground swimming pools shall be allowed.

E. No trees, shrubs or other obstructions shall be permitted on the front or north side of the lots which would unreasonably interfere with the view of Lake Okoboji from any neighboring lot.

F. No rental of less than one month shall be allowed.

G. No pets shall be kenneled outside nor shall outside dog runs be permitted.

No pets shall be permitted which are a nuisance to occupants of the other lots including pets which cause excessive noise including to but not limited to barking which disturbs occupants of the other lots in this subdivision. Pets shall not be allowed to run at large.

H. No recreational vehicles, motorcycles, snowmobiles, all-terrain vehicles, travel trailers, campers, boats, boat trailers, flatbed trailers, inoperable vehicles or the like shall be parked on the lots except inside a garage or on a strictly temporary basis not to exceed 48 hours.

For purposes of computing the 48 hours, the relocation of the items or the temporary removal and return of such items shall not restart the 48 hour time limit unless that item is removed entirely for a period of at least thirty (30) days.

I. Each residential unit shall be permitted to install one communication satellite dish which shall not be larger than 18 inches in diameter.

J. No nuisances shall be allowed upon any of the lots nor any use or practice which is the source of annoyance to the occupants of other lots and which interferes with the peaceful possession and proper use of the property. All property shall be kept in a clean and

sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire safety, health or other hazard be allowed to exist.

K. No owner shall use the premises as a place of business other than a home occupation which does not result in vehicular or pedestrian traffic.

L. No manufactured homes shall be allowed. This shall not be construed to prohibit modular homes that are built in compliance with the Uniform Building Code. The minimum roof pitch on any structure shall be 6:12. All structures shall be built in compliance with the Uniform Building Code.

M. Garbage, trash, rubbish or other solid waste must be kept in containers within a garage. Solid waste may be placed at the rear or southerly curbside for collection only in disposable containers such as plastic bags. Permanent containers other than city approved recycling containers shall not be permitted at the curbside for collection. No waste shall be placed curbside for collection sooner than 24 hours before scheduled pick-up.

N. No building, wall, fence or other improvement or structure shall be constructed, erected or maintained nor shall any addition to or alteration of any building, wall or other improvement or structure be made until the plans and specifications thereof have been submitted to and approved in writing by the Developer. The plans and specifications shall indicate such information as the Developer may reasonably request, including the nature, kind, configuration, height, materials, floor plans, location and approximate cost of the structure or improvement as well as drainage and landscape plans. The Developer may from time to time establish architectural guidelines for the construction of improvements and dwellings upon the property, in which event the architectural guidelines shall be made available to the purchaser or owner of any lot, and the Developer shall approve the construction of structures or improvements in conformance with any such architectural guidelines. The Developer reserves the right from time to time to change or revoke any architectural guidelines adopted by it. If the Developer has not, within 30 days following its receipt of any proposed plans or specifications, approved or disapproved the plans and specifications or has not asked for additional information concerning the plans and specifications, then the Developer shall be deemed to have approved the plans and specifications submitted to it.

Lot owners are notified that they may not alter the drainage plan without written approval of the Iowa Department of Natural Resources and the City of West Okoboji.

After Developer has sold all four lots and the appurtenant interests in Lot 1, the Developer's authority under this paragraph shall be automatically transferred to the Boys Town Subdivision Homeowners' Association.

8. The lake lot (Lot 1) is subject to the following:
 - A. All maintenance and control shall be under the supervision of and by direction of the Boys Town Subdivision Homeowners' Association.
 - B. Current regulations of the Iowa Department of Natural Resources allow installation of two (2) docks on Lot 1. Installation and maintenance of the docks shall be the responsibility of and at the cost of the Association. The westerly dock shall be utilized by Lots 4 and 5. The owners of Lot 5 shall be entitled to install boat hoists on the westerly side of the west dock and the owners of Lot 4 shall be entitled to install boat hoists on the easterly side of the west dock. The easterly dock shall be utilized by Lots 2 and 3. The owners of Lot 3 shall be entitled to install boat hoists on the westerly side of the east dock and the owners of Lot 2 shall be entitled to install boat hoists on the easterly side of the east dock. Installation and removal of the hoists shall be the individual responsibility of the hoist owner. There shall be no storage of watercraft of any kind on the shore of Lake West Okoboji.
 - C. In the event future Department of Natural Resources regulations shall not permit the installation of two docks, the Association shall determine proper dock installation and shared usage consistent with the intent set out above.
 - D. Dock materials may be stored on Lot 1 when the docks are not installed for the summer season. No storage buildings shall be allowed except with permission of 100% of the lots owners. There shall be no boat hoist or other storage allowed on Lot 1.
 - E. No unattended boats may be tied up to the docks.

- F. Use of these docks is restricted to the owners of Lots 2, 3, 4 and 5 and their guests. Use of the dock may not be transferred, assigned or sold. No non-lot owner may be granted any dock rights.
- G. No recreational vehicles, motorcycles, snowmobiles, all-terrain vehicles, travel trailers, campers, boats, boat trailers, flatbed trailers, inoperable vehicles or the like shall be parked on a lot except inside a garage or on a strictly temporary basis not to exceed 48 hours. For purposes of computing the 48 hours, the relocation of the items or the temporary removal and return of such items shall not restart the 48 hour time limit unless that item is removed entirely for a period of at least thirty (30) days.
- H. Owners shall conduct themselves and shall require that their guests also conduct themselves so as not to create annoyance, hazard or nuisance on the dock or on Lot 1. No unaccompanied pets shall be allowed on the dock or Lot 1.
- I. No dock shall have a "T" or "L" except with permission of 100% of the lot owners authorized to utilize that particular dock.
- J. The Boys Town Subdivision Homeowners' Association has been organized for the purpose of operating, maintaining, managing and improving Lot 1. The Association shall enforce the covenants and shall have the power and duty to adopt rules and regulations regarding the use of Lot 1 and the docks located thereon and to levy annual maintenance assessments hereinafter referred to and enforce collection thereof. The Association shall also have such other powers and duties as are prescribed by its Articles of Incorporation and By-laws, the same as may be amended from time to time. Approval of rules and regulations shall be required by three-fourths (3/4ths) of the members. The Association may file a lien against a lot for non-payment of assessments and may levy fines and may also suspend the right of a member or guest to use the facilities for repeated or aggravated failure to comply with the rules. The levy for maintenance shall include, but shall

not be limited to repairs, irrigation, mowing, utilities, insurance and administrative expenses.

Each calendar year the Association shall adopt a budget for the next calendar year and levy an assessment against each member based on that budget. Developer shall be responsible for paying assessments on all unsold lots. The budget shall be set at a reasonable amount necessary for the Association to carry out its purposes and shall be paid monthly, quarterly or annually as set out by the Association. Collection of the assessment shall be performed pursuant to the Articles and By-Laws of Boys Town Subdivision Homeowners' Association.

9. Failure of Developer or Association to require strict adherence to any portion of these covenants or regulations, shall not be deemed a waiver of all or any portion of these covenants absent a written waiver executed by Developer or Association.

10. Until all lots in the subdivision have been sold, any amendments to these covenants, to the Articles of Incorporation or By-laws must be approved by the Developer.

11. The owners, by acceptance of a deed, shall be deemed to have waived their right to partition Lot 1.

12. These covenants may be amended as follows:

A. The covenants may be amended after notice of any meeting and proposed amendment has been mailed to all Association members not more than sixty (60) days nor less than thirty (30) days prior to an Association meeting at which meeting the proposed amendment shall be taken up for consideration.

Any amendment to the covenants must be approved by the owners of three of the four lots. However, no such amendment shall release the prohibition against partition or other rights to Lot 1 without 100% approval.

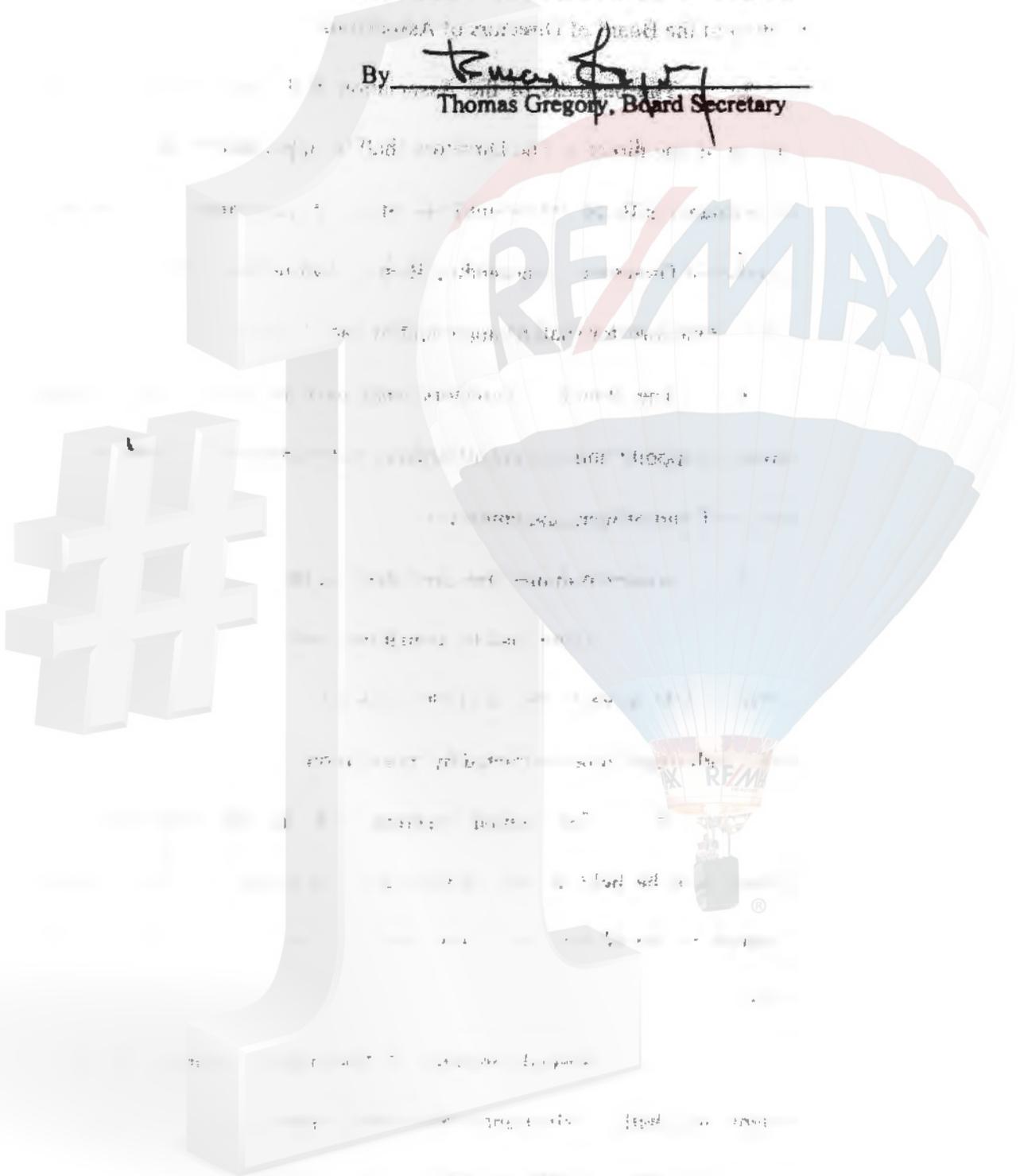
B. By written approval of 100% of the membership.

ARTICLE IV - AMENDMENTS TO THE BYLAWS

C. Amendments shall be committed to writing, executed by the President and Secretary of the Association who shall certify which of the procedures set out above have been followed and such certificate shall be recorded with the office of the Dickinson County Recorder.

FATHER FLANAGAN'S BOYS' HOME

By Thomas Gregory
Thomas Gregory, Board Secretary



**BY-LAWS
OF
BOYS TOWN SUBDIVISION HOMEOWNERS' ASSOCIATION
(A Non-Profit Corporation)**

The Boys Town Subdivision Homeowners' Association, a non-profit corporation, hereinafter referred to as "Association", hereby adopts the following By-Laws:

1. The registered office and principal office of Association shall be located at 616 10th Street, Des Moines, Iowa 50309 or at such other place as may be established by resolution of the Board of Directors of Association.

2. The business of the Association shall be managed by a Board initially consisting of one director. The Directors shall be appointed by the Executive Director of Father Flanagan's Boys' Home until sale of all lots is completed. Once all lots are sold, the number of Directors on succeeding Boards shall be four, unless altered through these By-Laws. One director shall be appointed by each lot owner.

3. The Board of Directors shall have the power to call meetings of the members, to appoint and remove all officers and employees of Association, and to direct the action of said officers and employees.

4. Association meetings are subject to the following:

A. There shall be annual meetings of Association Members the second Saturday of July in each year at 10:00 o'clock a.m. for the purpose of transacting any business authorized to be transacted by Association.

B. The annual meeting and all other meetings of Association Members shall be held at such suitable place convenient to the Members as may be designated by the Board. No notice need be given of Association Member's annual meeting.

C. Special meetings of Association Members may be called by the President and shall be called upon the written request of two (2) of the voting members. Notice of any special meetings shall be given by ordinary mail addressed to their last known address not less than ten days nor more than thirty (30) days prior to the date set for such meeting. The notice shall state the time and place of such meeting and the purpose thereof. No business may be conducted at such meeting other than as stated in

the written notice unless all voting members are personally in attendance (not including proxies) and consent thereto.

D. Notice of a meeting may be waived in writing. Attendance by a voting member at any meeting of Association shall constitute a waiver of notice.

E. A quorum at Association Member meetings shall consist of three (3) members. Action approved by a majority of those present at a meeting at which a quorum is present shall be valid except where approval by a greater number of voting members is required by the Articles of Incorporation and these By-Laws or the Protective Covenants. The joinder of a voting member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of a member for the purpose of determining a quorum.

F. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary before the time of the meeting. A proxy so filed shall constitute that owner's presence at the meeting except as stated in Paragraph 4.C above.

G. If any Association Member meeting cannot be held because a quorum is not in attendance, the voting members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

H. The order of business at all annual meetings of Association members shall be as follows:

- i. Roll call and certification of proxies;
- ii. Proof of notice of meeting and waivers of notice;
- iii. Reading the minutes of the preceding meeting;
- iv. Report of officers;
- v. Report of committees;
- vi. Election of officers;
- vii. Unfinished business;
- viii. New business;
- ix. Adjournment.

I. The latest edition of Roberts Rules of Order shall govern meetings unless specifically provided otherwise.

5. This Association shall be administered by officers elected as follows.

A. The President, Vice President, Secretary and Treasurer shall be elected by the Board of Directors. In all cases, officers shall serve for a period of one (1) year and until their successors are appointed or elected, unless otherwise removed.

B. The powers and duties of the Board shall include all of the powers and duties existing under Chapter 504A of the 2003 Code of Iowa. These powers and duties shall include but not be limited to the following, subject however to the provisions of the Articles of Incorporation, Covenants and these By-Laws:

- i. To make and collect assessments against members to pay the costs and expenses of Association;
- ii. To use the proceeds of assessments in the exercise of the powers and duties of the Board;
- iii. To maintain, repair, furnish, replace and operate the common areas and personal property owned or maintained by Association;
- iv. To purchase insurance upon the property and insurance for the operation of Association and its members, including but not necessarily limited to casualty and liability insurance;
- v. To reconstruct improvements after casualty and to further improve the property;
- vi. To make and amend reasonable regulations, standards and rules of conduct regarding the use and occupancy of the property;
- vii. To enforce by legal means, if necessary, the provisions of law, the Covenants, Articles of Incorporation, these By-Laws and regulations, standards and rules of conduct properly adopted;
- viii. To contract for the management of the property and to delegate to a manager such powers and duties of Association and Board as it may deem appropriate and to terminate such management. The Board shall also have the power to employ

attorneys, accountants and such other professional persons as necessary to assist in said management; and

ix. The designation and removal of personnel necessary for the maintenance, repair, replacement and operation of the common areas and facilities.

C. The officers of this Association shall have the following duties and responsibilities:

i. The President shall be the chief executive officer of the Board and Association. He or she shall have all the general duties and powers which are usually vested in the office of President, including, but not limited to, the power to appoint committees from among the voting members from time to time, as he or she decides is appropriate to assist in the conduct of the affairs of Association or Board;

ii. The Vice President shall, in the absence of the President, perform the President's duties. The Vice President shall also perform such other duties and provide assistance to the President as shall be imposed by Association, Board or President;

iii. The Secretary shall have the minute book wherein resolutions and other business of Association shall be recorded, shall have charge of such books and papers as Association or Board may direct, shall give all notice to members and directors or other notices required by law or these By-Laws and shall in general perform all duties incident to the office of the Secretary;

iv. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements of Association and of the Board in books belonging to Association or to the Board. No expenditure above \$1,000.00 may be made without approval of the Board unless this provision is amended by

resolution of the Board. In general, the Treasurer shall keep the books in accordance with good accounting practices and perform all other duties incident to the office of Treasurer;

v. All officers shall be voting members, spouses of voting members or officers or agents of corporate or fiduciary voting members, but this shall not preclude the appointment and employment of non-voting members as assistant secretary or assistant treasurer;

vi. Compensation, if any, of all directors and officers including assistant secretary and assistant treasurer shall be fixed by Association.

D. The annual meeting of the Board of Directors shall be held in each year immediately following the adjournment of the annual Association Members' meeting. At such meeting, the Board shall elect officers and determine what time, if any, shall be established for periodic board meetings. No notice need be given of Board's annual meeting.

E. The qualifications for voting membership and the method of voting shall be governed by the Association's Articles of Incorporation.

F. Special meetings of the Board may be called by the President and shall be called by the President if requested by two other Board Members. Notice of special meetings of the Board shall state the time and place of any such meeting and the purpose thereof and shall be mailed by ordinary mail to each Board Member at least seven (7) days but not more than fifteen (15) days prior to such meeting. No business may be conducted at such meeting other than as stated in the notice unless all Board Members are in attendance and consent thereto.

G. Board members may waive notice of the meeting in writing and their attendance at a meeting shall constitute a waiver of said notice.

H. There shall be no proxies for Board meetings. A majority of those present shall be necessary for Board action.

I. Ordinary business and decisions and resolutions of the Board may be conducted and put into effect without a formal meeting of the Board provided the full particulars of the item are reduced to writing and signed by all Board members and filed with the Secretary who shall keep said written document with the minutes of the meeting of the Board.

J. If desired by Association or by the Board, a Blanket Fidelity Bond may be secured to cover anyone who may handle Association funds. The premium on such bonds shall be paid from Association funds.

K. Payment vouchers exceeding the amount established by paragraph 5.C.iv above shall be approved by a majority of the Board with such approval noted in the minutes.

L. A quorum at Director meetings shall consist of three (3) members. Action approved by a majority of those present at a meeting at which a quorum is present shall be valid except where approval by a greater number of Directors is required by the Articles of Incorporation and these By-Laws or the Protective Covenants. The joinder of any director in the action of a meeting of the Board by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

6. The fiscal management of this Association shall be subject to the following.

A. For each fiscal year, which shall run from July 1 to June 30, the Board of Directors shall adopt an annual budget which shall include the following accounts:

i. Current expense, which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable amount for contingencies and working funds. Any balance in this fund at the end of each year may be applied to reduce the assessments for current expense for the succeeding year;

ii. Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually;

iii. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence;

iv. The budgets for ii. and iii. above may be unfunded as determined by the Board.

B. All four residential lots within Boys Town Subdivision shall be assessed an equal fee, based on the total budget for that fiscal year divided by four. A copy of the annual budget shall be mailed to each member and shall state the fraction of the budget assessed against that member. Said statement shall be prepared and mailed to each owner prior to the fiscal year for which the budget is made. If no budget is prepared and no annual assessment made, the assessment shall be presumed to continue at the same amount as the previous year. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board, but only at a special meeting of the Board after notice of said intention to amend the budget is given to all Board Members.

C. The Board shall have the discretion to determine whether the assessments for any given year shall be due monthly, quarterly, semi-annually, in a lump sum payment by a given date, or pursuant to any other format arrived at by the Board.

D. Assessments for non-emergency major improvements shall require the affirmative vote of three (3) of the four (4) members eligible to vote. Major improvements shall be defined as those costing more than \$1,000.

E. Non-payment of any assessment when due subjects the non-payor to an interest charge to be established by the Board. Every assessment and any attendant interest are the personal obligation of the owner of the property assessed. Any non-paid and past due assessment shall constitute a lien against all property subject to said assessment as of the time said assessment is past due. Such assessment lien may be foreclosed by Association as permitted by law and Association shall be entitled to recover

from the property owner the assessment, interest and all costs including reasonable attorney's fees.

F. An accounting shall be made of all Association accounts at least annually and a copy provided to each unit owner. A majority of the voting members, or of the Board, may require an audit by an independent party.

7. Every director and officer of Association shall be indemnified by Association for all expenses and liabilities including legal fees reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party by reason of his or her being or having been a director or officer of the Association.

8. In a voluntary or involuntary conveyance of a unit or lot the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for the grantor's share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from Association, setting forth the amount of the unpaid assessments against the grantor and such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount therein set forth.

9. No modification of or amendment to the By-Laws shall be valid unless set forth in writing and duly recorded. These By-laws may be amended by Association at a meeting duly called for such purpose. No amendment shall take effect unless approved by all voting members.

IN WITNESS WHEREOF, the undersigned has executed this instrument this

15 day of February, 2005.

FATHER FLANAGAN'S BOYS' HOME

By



Thomas Gregory, Board Secretary

ASSESSOR'S CERTIFICATE

I, **Patricia Dodds**, Dickinson County Assessor, do hereby certify that a copy of the Plat of Boys Town Subdivision, City of West Okoboji, Dickinson County, Iowa, has been duly filed in my office this date as required by law.

Dated this 24 day of Feb, 2005.

Patricia Dodds

Patricia Dodds, Dickinson County Assessor

TREASURER'S CERTIFICATE

I, **Linda Voss**, Dickinson County Treasurer, do hereby certify that there are no unpaid taxes, certified special assessments nor tax liens of record in my office against any of the property platted as Boys Town Subdivision, City of West Okoboji, Dickinson County, Iowa, as shown on the Plat attached hereto.

Dated this 24 day of Feb, 2005.

Linda M. Voss

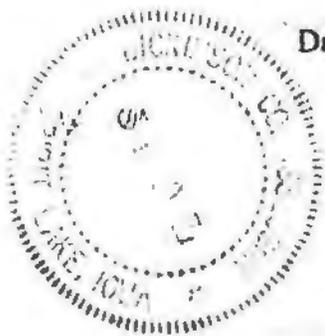
Linda Voss, Dickinson County Treasurer

AUDITOR'S CERTIFICATE AND APPROVAL OF PLAT NAME

I, **Nancy Reiman**, Dickinson County Auditor, do hereby certify that Plat of Boys Town Subdivision is approved as the name for the Plat attached and that a copy of the attached Plat of Boys Town Subdivision, City of West Okoboji, Dickinson County, Iowa, has been furnished to the Dickinson County Auditor's Office, and a copy has been filed with the Dickinson County Auditor's Office as required by law. I further state that there are no liens recorded in this office against said real estate.

Dated this 24th day of February, 2005.

Nancy Reiman
Nancy Reiman, Dickinson County Auditor



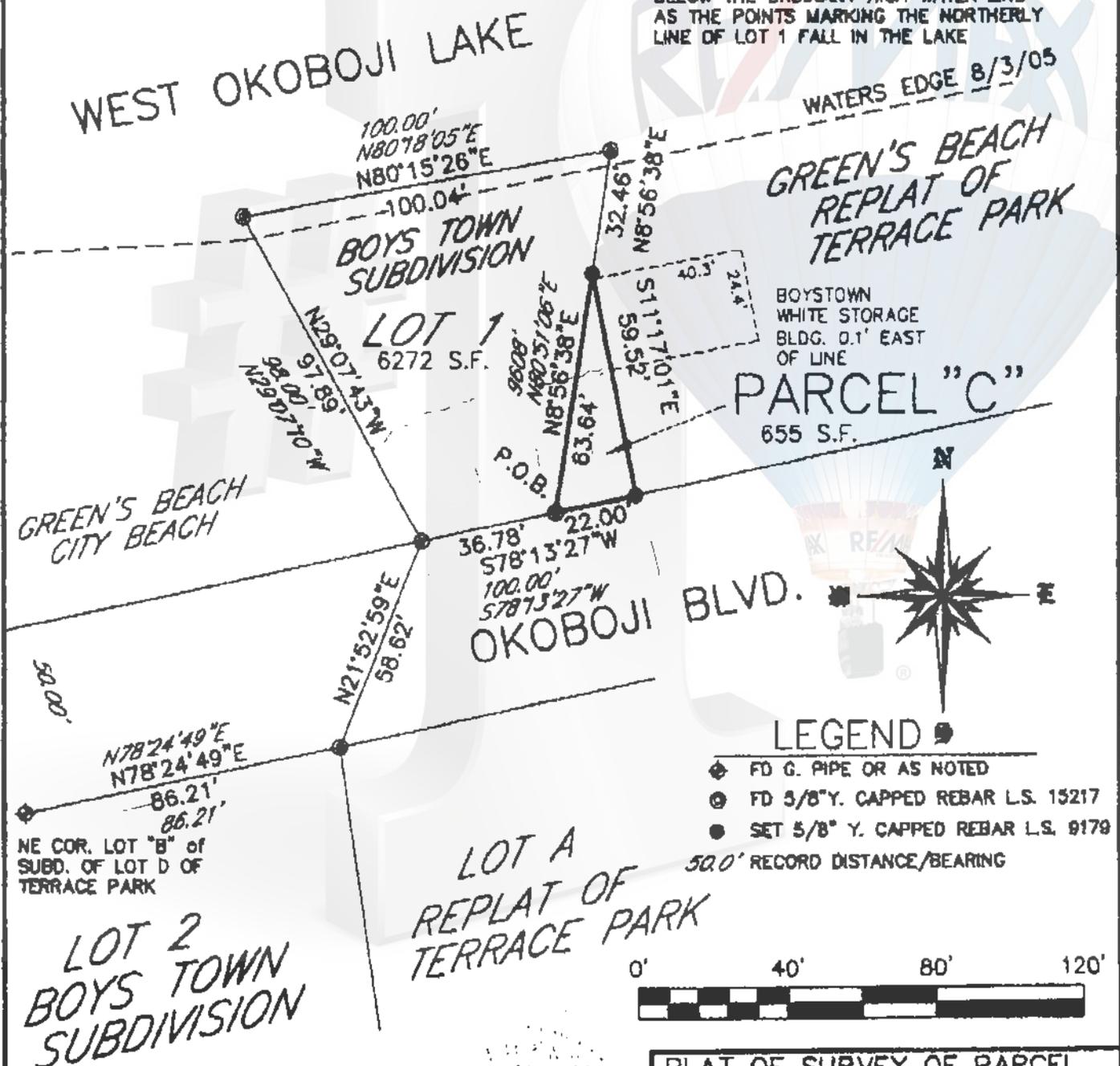
JIM BLUM SURVEYING 16470 - 255th AVENUE, SPIRIT LAKE, IOWA 712-336-4925

PARCEL "C" - LEGAL DESCRIPTION:

PART OF GREEN'S BEACH OF THE PLAT OF TERRACE PARK, WEST OKOBOJI, IOWA AS RECORDED IN PLAT BOOK 4, PAGE 3 OF THE DICKINSON COUNTY RECORDER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF THE PLAT OF BOYS TOWN SUBDIVISION, WEST OKOBOJI, IOWA, BEING A SUBDIVISION OF A PORTION OF GREEN'S BEACH OF THE PLAT OF TERRACE PARK; THENCE NORTH 8°56'38" EAST 63.64 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE SOUTH 11°17'01" EAST 59.52 FEET TO THE NORTH LINE OF OKOBOJI BOULEVARD, THE SOUTH LINE OF GREEN'S BEACH; THENCE SOUTH 78°13'27" WEST (RECORD BEARING) 22.00 FEET ALONG THE NORTH LINE OF OKOBOJI BOULEVARD AND THE SOUTH LINE OF GREEN'S BEACH TO THE POINT OF BEGINNING, CONTAINING 655 SQUARE FEET.

NOTE: PART OF LOT 1 APPEARS TO BE BELOW THE ORDINARY HIGH WATER LINE AS THE POINTS MARKING THE NORTHERLY LINE OF LOT 1 FALL IN THE LAKE



LEGEND

- ◆ FD G. PIPE OR AS NOTED
- ⊙ FD 5/8" Y. CAPPED REBAR L.S. 15217
- SET 5/8" Y. CAPPED REBAR L.S. 9179
- 50.0' RECORD DISTANCE/BEARING

I hereby certify that this land surveying document was prepared and the related survey work was performed 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.

Signed: *James R. Blum* Date: *8/4/05*
 James R. Blum, L.S. Lic. No. 9179
 License Renewal Date: December 31, 2005
 Pages or sheets covered by this sheet: 1



PLAT OF SURVEY OF PARCEL "C", BEING PART OF GREEN'S BEACH OF THE PLAT OF TERRACE PARK, WEST OKOBOJI, IOWA		
DRAWN BY: J.R.B.	SURVEY DATE: 8/3/05	CLIENT/OWNER: JEFF SADORIS
PROJECT No. 05111	SHEET No. 1 of 1	c/o DOWDEN HINN REALTY 2916 US HIGHWAY 71 SOUTH SPIRIT LAKE, IOWA 51360