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East Okoboji Lakeshore  
Corporation, by  
E. Dwight Martin, Pres.,  
Berniece E. Martin, Sec'y

# 6 To

The Public

PLAT OF EAST OKOBOJI BEACH.  
Dated Apr. 7, 1961.  
Ack'd Apr. 7, 1961.  
Filed Apr. 20, 1961, at 10:20 A.M.  
Recorded in Abstract Rec. 3, pages  
1-35, and Plat Book 7, page 26  
No Corporate Seal.  
Proceedings show:-

#### PROPRIETOR'S CERTIFICATE.

"The East Okoboji Lakeshore Corporation, being a corporation organized under the laws of the State of Missouri, and authorized to do business within the State of Iowa, does hereby certify that it is the owner of the area specifically described in the hereto attached 'Certificate of Survey;' that it has caused said area to be surveyed and subdivided into lots, blocks and units; that all measurements are in feet and tenths of feet; that the platting thereof, as it appears on the plat which accompanies this certificate, is with the free consent and in accordance with the desire of the undersigned owner.

The plat shall be known as 'East Okoboji Beach.'

The East Okoboji Lakeshore Corporation further certifies that its ownership of said area is in fee simple; that it is free and clear of encumbrance; that hereto attached is a complete abstract of the title of the property to be recorded as provided by law, together with an attorney's opinion certifying ownership of said property to be in the undersigned proprietor, free and clear of encumbrance.

The Streets, Avenues, Boulevards, Drives and Lanes are hereby dedicated to the public, reserving, however, the right only to control the use thereof until they are formally or informally accepted by the public. The recreational area marked 'Public Area' is hereby dedicated to the State of Iowa, reserving the right to rededicate it if it is not formally accepted by the State of Iowa.

#### RESTRICTIONS.

1. No building shall be erected on said premises any portion of which shall be within ten feet of the front line of said premises, or within four feet of the side line of any adjoining lot owner.

2. No building shall be erected on said premises less than eighteen feet in length and fourteen feet in width.

3. No building shall be erected on said premises except a one family dwelling house and private garage. Any garage erected on said premises must conform generally in appearance and material to any dwelling on said premises.

4. No outside toilet or privy shall be constructed on said premises.

5. No animals or poultry shall be kept or maintained on said premises except household pets.

6. Said premises shall not be used for any commercial or manufacturing purposes of any kind without written consent of East Okoboji Lakeshore Corporation.

7. Any building constructed of wood must be stained or painted with at least two coats of stain or paint.

8. No portion of said premises shall be conveyed or leased to any other than persons of the Caucasian Race.

9. This property is subject to the Easements for Utilities. Hereto attached are the Certificates of the various officers of Dickinson County, Iowa, as required by law.

Dated at Spirit Lake, Iowa, this 7th day of April, 1961.

(Continued on next sheet.)

State of Iowa, Dickinson County ss  
 Filed for record this 19th day of  
 and recorded in book / of  
 page of Dickinson County Records  
 Recorder

Abstract in Abstract Book # 3 pages 1-  
 Opinions, De Witt, survey, in Abst.  
 2008 # 3.



CERTIFICATE  
 I HEREBY CERTIFY THAT THE PROPERTY PLATED HEREON WAS  
 SURVEYED BY ME AND THAT THIS PLAT IS A TRUE ILLUSTRATION  
 OF THAT PROPERTY.  
*David R. Brown*  
 LAND SURVEYOR IOWA REG. NO. 4227

PREPARED BY: HOUSE ENGINEERING SERVICE  
 STENCEN IOWA  
 DATE: MARCH 14, 1961  
 DRAWG. NO. 404 B S

LAKE EAST OKOBOJI

EAST OKOBOJI BEACH



#00198

Fee \$0

Filed at 3:21 PM  
January 13, 2009

INSTR. NO. 09 00198

\_\_\_\_ PAGE \_\_\_\_

2009 JAN 13 PM 3 21

JAN BORTSCHELL  
RECORDER  
DICKINSON COUNTY, IOWA  
FEE \$ No Fee

**AGREEMENT FOR TRANSFER AND ONGOING MAINTENANCE OF ROADS WITHIN THE PLAT OF EAST OKOBOJI BEACH**

WHEREAS, this agreement is entered into by and between Dickinson County, hereinafter referred to as the "County", and East Okoboji Beach Inc., (the Home Owners Association) hereinafter referred to as "Association",

WHEREAS, the Association now has responsibilities for the road system located throughout the Plat of East Okoboji Beach; and

WHEREAS, it is the intention of Dickinson County to upgrade said roads to county standards through the implementation of a tax-increment financing district (hereinafter referred to as the "Project"), and

WHEREAS, the County and Association agree that ownership of said road system should be transferred to the County before to January 20, 2009, and prior to beginning the upgrade project designed to bring those roads into compliance with County engineering standards. Until such time, both parties agree that responsibility for maintenance and upkeep of the roads shall be as set forth herein

**IT IS THEREFORE MUTUALLY AGREED AND PROVIDED AS FOLLOWS**

- A. **Transfer of Roadways:** All platted roads within the Plat of East Okoboji Beach are hereby transferred and conveyed to the Dickinson County *Secondary Roads Department*, subject to the rights and restrictions outlined herein. (Cynthia Lane not included - was sold)
- B. **Maintenance:** Until construction is started on a section of the phased construction of the road portion of the upgrade project, the Association shall be responsible for maintenance of the road system within the Plat of East Okoboji Beach. Maintenance shall be considered as routine upkeep of the road system and will include any item that is a concern to the safety and access of the public.
  - 1. **Mowing & Weed Control** - The Association will be responsible for all mowing and weed control on road right of way only until construction is started on a section of the phased construction of the road portion of the upgrade project
  - 2. **Road Surface Repairs** - are to be considered any type of work that is needed to repair surface irregularities including preventative surface maintenance.
    - i. Road repairs and preventative surface maintenance will be the responsibility of the Association on all designated roadways with the Plat of East Okoboji Beach until construction is started on a section of the phased construction of the road portion of the upgrade project.
    - ii. All needed surface repairs to roadways will be the responsibility of the Association until construction is started on a section of the phased construction of the road portion of the upgrade project.
    - iii. Except in emergencies, the governmental authority issuing any Permit requiring excavation or damage to any part of the road system shall notify the Association and the Dickinson County Engineer at least five (5) days in advance of the need for the excavation indicating the location and estimated start and completions dates. The Permit issuer shall also notify the Permit Holder of his/her responsibilities and liability.
    - iv. **Restoration of Roadways following Excavation or damage:** Repair of any damage to a road or road right of way shall be the responsibility of the Permit Holder, and that party will be liable for restoring the roadway. The Permit Holder shall also be responsible for any injuries caused on the damaged areas of the road or right of way and permit holder shall indemnify and hold the Association and County harmless from any and all liability for injuries and/or related damages.
    - v. The Association agrees to carry liability insurance on the roadways until substantial completion of the road portion of the upgrade project in an amount no less than that in place on December 31, 2008.
    - vi. **Extensive Low Impact Development (LID) practices** will be incorporated in the "Project". As additional consideration for this agreement, East Okoboji Beach, Inc. agrees to take responsibility for safeguarding all LID practices within the Plat of East Okoboji Beach. This

responsibility does not entail maintenance of the LID practices located within County right-of-way as that maintenance will be the responsibility of Dickinson County, but it is the expectation that the Association contact the Dickinson County Engineer whenever any of the LID practices are not working as intended, or need maintenance to continue operating correctly. The Association agrees to annually advise the Dickinson County Engineer on all LID practices within the Plat of East Okoboji Beach, and their current status and condition.

- vii. The Association agrees that they shall be financially responsible in the event any of the LID practices incorporated within the Plat of East Okoboji Beach are damaged by residents within the Plat up to an amount of \$2,000 per incident or a maximum of \$5,000 per calendar year. The Association is encouraged to protect their risks in the regard by the maintenance of an insurance policy covering such contingencies.

**Snow Removal** – The Association agrees to remove snow from any designated roadway within the Plat of East Okoboji Beach until construction is started on a section of the phased construction of the road portion of the upgrade project. The Association reserves the right to undertake snow removal, at its discretion, on any other Lane, route or Sidewalk under its jurisdiction, and not transferred to the County.

The duration of this Agreement shall become effective when approved by the Association and when approved by the Dickinson County Board of Supervisors.

This agreement may be amended or supplemented from time to time, and any such amendment or supplement shall be first reduced to writing and signed by the appropriate representative of each party. Any such amendment or supplement shall refer to this Agreement and shall be construed in accordance with the objectives hereof.

This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa and the venue for any dispute regarding this matter shall be in the Iowa District Court for Dickinson County.

This Agreement and any amendment or supplement hereto may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one in the same instrument. The signature pages of each counterpart may be combined to form one final recordable version of this Agreement.

If any provision of this Agreement is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision entered into, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such provision shall be deemed to be effective in the manner and to the full extent permitted by law.

**Agreement Authority** – This contract and agreement shall supersede all previous agreements for road maintenance, verbal or written, between the Association and Dickinson County.

OKOBOJI BEACH, INC. (EAST OKOBOJI BEACH OWNERS ASSOCIATION)

By: A. J. McIntosh, President

Date: 1/13/09

IN COUNTY:

By: Pam Jorick

VICE-CHAIR DICKINSON COUNTY SUPERVISORS

Date: 1-13-09

APR INSTR NO. 12-01597  
- 30 - PAGE 569

2012 MAR 26 AM 11 30

JANICE FISCHER, DP  
RECORDER  
DICKINSON COUNTY, IOWA  
FEES \$ 27<sup>00</sup> \$10.00 NCF

Prepared by/Return to:  
W. E. (Gene) Collins, 38 First Avenue NW, P.O. Box 38, Le Mars, IA 51031

AFFIDAVIT EXPLANATORY OF TITLE


RE: Plat of East Okoboji Beach, Dickinson County, Iowa

Come now the President and Secretary of the Board of Directors of the East Okoboji Beach Association (the successor to the East Okoboji Lakeshore Corporation, which incorporated a plat known as East Okoboji Beach)who, to file a clarification and renunciation of prior restrictions, state as follows:

1. We are the President and Secretary of the East Okoboji Beach Association.
2. We are aware of certain restrictions originally filed with the Plat of East Okoboji Beach on April 20, 1961, and recorded in Abstract Rec. 3, pages 1-35 and Plat Book 7, page 26, in the Office of the Dickinson County recorder.
3. We are further aware that on April 21, 1981 these restrictions lapsed for lack of any request to continue them. Prior to that, Restriction 8 became void due to actions of the US Supreme Court.
4. We are further aware that the lapse of these restrictions are not recorded in the Abstract mentioned above.
5. In order to affirm the Board of Directors' position on the legal effect of these restrictions the Board collectively and unanimously states as follows:
  - A. The restrictions described above lack any legal enforceability. and are void.
  - B. In particular, the Board publicly reaffirms and restates its vehement renunciation of restriction number 8 (eight) and further apologizes for the actions of our predecessor Board that caused this restriction to be recorded.

C. The Board requests that the lapse of these restrictions be noted in any Abstract of Title for property in the East Okoboji Beach Plat so that future owners will not be misled and will know to address all building rules and regulations to the Dickinson County Zoning Administrator.

FURTHER THE AFFIANTS SAY NOT.

  
\_\_\_\_\_  
JAMES A. MCSHANE, Secretary

  
\_\_\_\_\_  
ARNOLD MCINTOSH, PRESIDENT OF EAST OKOBOJI BEACH ASSOCIATION, INC. EAST OKOBOJI BEACH CORPORATION

ARNOLD MCINTOSH, PRESIDENT OF EAST OKOBOJI BEACH ASSOCIATION, INC. EAST OKOBOJI BEACH CORPORATION

STATE OF Iowa :

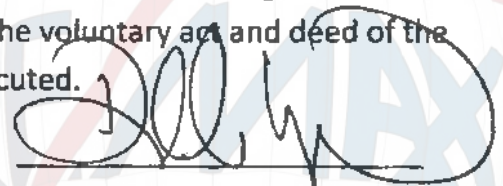
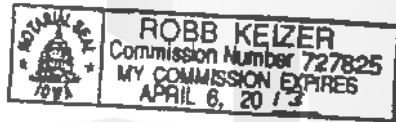
: SS.

COUNTY OF Dickinson :

ON THIS 26th day of March, 2012 before me, the undersigned, a Notary Public in and for said County and State, personally appeared JAMES A. MCSHANE, to me personally known, who being duly sworn, did say that he is the Secretary of the Corporation executing the within and foregoing instrument; that said



instrument was signed on behalf of the Corporation by the authority of its Board of Directors; and that JAMES A. MCSHANE, as officer, acknowledges the execution of the foregoing instrument to be the voluntary act and deed of the Corporation, by it and by him voluntarily executed.



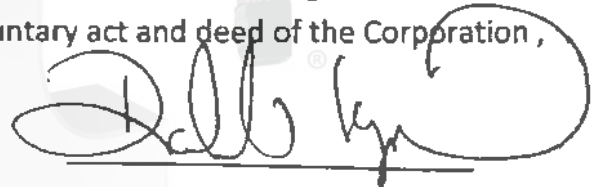
NOTARY PUBLIC IN AND FOR SAID  
COUNTY AND STATE

STATE OF Iowa :

: ss.

COUNTY OF Dickinson :

ON THIS 26th day of March, 2012 before me, the undersigned, a Notary Public in and for said County and State, personally appeared ARNOLD MCINTOSH, to me personally known, who being duly sworn, did say that he is the President of the Corporation executing the within and foregoing instrument; that said instrument was signed on behalf of the Corporation by the authority of its Board of Directors; and that ARNOLD MCINTOSH as officer, acknowledges 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 COUNTY AND STATE