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Okoboji Yacht Club Sailing School Mobile Home Park

Rules, Regulations, & Requirements Regarding Building Within Park Boundaries

Building Permits –

No building or structure shall be erected, converted, enlarged, reconstructed, moved, or structurally altered within the Sailing School Mobile Home Park, (SSMHP), without first obtaining approval from the Building & Grounds Committee of The OYC Sailing School.

All applications for approval shall be accompanied by two (2) sets of plans showing the actual dimensions and shape of the lot to be built upon, and the location and dimensions of the existing or proposed building or alteration, and any proposed site alteration. The application shall include existing or proposed building or alteration; conditions existing on the lot; setback measurements, before and after proposed construction; and such other matters as may be necessary to determine conformance with and provide for the enforcement of our internal SSMHP regulations. Said approval shall expire within six (6) months from its issuance.

Following approval by the B&G Committee of the OYCSS, the same set of plans must also be submitted to the city of Wahpeton and a building permit obtained before any construction may begin.

Setback Requirements –

For homes abutting Bow or Stern Street, the front line of your home, including deck, if any, must be a minimum of 20ft from the road edge. Regardless of this requirement, the front line of your home must not extend past the average front line of adjoining homes.

If Bow or Stern Street runs behind your lot, the back line of your home, deck, and/or structure shall be no less than 10ft from that road.

For those homes that abut Manhattan Boulevard, the front setback requirement must also conform to the city guideline, which is 35ft from our property line, not the road edge. Regardless of this requirement, the front line of your home must not extend past the average front line of adjoining homes.

Recognizing that we don't have internal lot lines; no home, deck, and/or structure shall be constructed within 10ft of any existing home, deck, and/or structure of your neighbor. For this requirement, ground level pavers and/or concrete pads are not considered structures.

Other Requirements –

No poured concrete pads of any kind will be allowed within the park. Temporary pavers may be approved on a case by case basis, but they must conform to all setback rules outlined in these regulations.

Free-standing sheds will be permitted as long as they comply with all setback rules outlined in these regulations.

Regardless of all other setback requirements outlined herein, no home in the SSMHP may be replaced by a home that is more than 16ft wide.

Any landscaping projects, including, but not limited to, the construction of retaining walls, paths, or fences, the planting of trees and/or bushes, will be subject to approval by the Property and Grounds Committee, and shall require a building permit.

Everyday repairs and/or maintenance to existing structures that do not alter the footprint of the structure or any overhang dimensions will not require approval.

Non-Conforming Use –

Within the regulations established by this document or by amendments which may later be adopted, there exist lots, structures, buildings and uses which were permitted before these regulations were implemented, but which would now be prohibited, regulated or restricted. These nonconformities will be permitted to continue until they are removed. Nonconformities shall not be enlarged upon, expanded or extended, nor used as grounds for adding other structures or uses prohibited elsewhere in the SSMHP. An existing and nonconforming home, porch, deck, and/or other free-standing structure may be repaired and maintained so long as any repair or maintenance does not increase the square footage, floor area or height of such structure; provided, however, an increase in height is permitted to allow construction of a pitched roof so long as the floor area within is not thereby increased. For purposes of this section, the definitions of "repair" and "maintain" include, but are not limited to re-siding, re-roofing, adding windows, doors and adding electrical service.

CLEMENTS BEACH MOBILE HOME PARK
RENTAL AGREEMENT FOR MOBILE HOME SPACE

IT IS AGREED this 29th day of March, 2006, by and between Okoboji Yacht Club Sailing School, Inc., Landlord, and _____ Tenant:

That the Landlord hereby leases to the Tenant, and the tenant hereby leases from the Landlord, a mobile home space designated as: Lot # 27, in consideration of the mutual promises of the parties herein and upon the terms, provisions, and conditions following:

1. TERM. The landlord leases the above-described property to the tenant for the period of May 1, 2006 through September 30, 2006.

2. RENT. The tenant shall pay rental for said term as follows: Mobile Home Space - Basic rental for period is ~~\$3,700.00~~ ^{\$3,400.00}. If full payment is received prior to May 1, 2006, the rental due shall be ~~\$3,700.00~~ 3400.00

3. UTILITIES. Utility rates, charges, and services shall be furnished in accordance with the terms contained in the Rules and Regulations, with acknowledgment executed by the Tenant prior to executing this Rental agreement.

4. ASSIGNMENT AND SUBLETTING. There shall be no assignment or subletting of the leased premises without the prior written consent of the landlord.

5. RULES AND REGULATIONS. The Tenant agrees for himself, the members of his family, and his invitees and guests, to consult, conform to, and abide by all the Rules and Regulations concerning the Tenant's use and occupancy of the mobile home and mobile home space, including all additions, changes, deletions or amendments to said Rules and Regulations which the Landlord may deem necessary for the protection of the mobile home park, the general comfort and welfare of the Tenants, or the ease and efficiency of the management thereof. Any failure of the Tenant to observe and comply with such Rules and Regulations shall constitute a breach of and material noncompliance with the terms of this Rental Agreement in the same manner as if said Rules And Regulations were contained herein as covenants, and the Landlord shall have the same rights and remedies with respect to any such failure as is in this Rental Agreement provided for the nonpayment of rent or failure of Tenant to perform any other covenant or agreement set forth herein.

6. LANDLORD'S DUTIES. Landlord agrees to comply with section 16, Subsection 1 of House File 2135 as ultimately passed by the 67th General Assembly of the state of Iowa.

7. DELAY OF POSSESSION. If the Landlord is unable to give Tenant possession at the beginning of the term, the rent shall be abated on a pro rata basis until possession can be given.

8. CANCELLATION OR TERMINATION OF RENTAL AGREEMENT. If there is a material noncompliance by the Tenant with the terms of this Rental Agreement, the Landlord may deliver written notice of the acts constituting the breach and of the Landlord's election to terminate the Rental Agreement within thirty (30) days if the breach is not remedied in fourteen (14) days. If the Tenant fails to remedy such breach within 14 days, this Rental Agreement shall terminate as provided in said notice; provided however, that if the Tenant fails to pay the rent within three (3) days after written notice by the Landlord of nonpayment of rent when due, the Landlord may terminate this Rental Agreement immediately and proceed with any and all available remedies provided at law or in equity.

9. CONDEMNATION. Should the whole or any part of the leased premises be condemned or taken by a competent authority for any public or quasi public use or purpose, this Rental Agreement shall be terminated on the date of the taking. The Tenant shall not receive any portion of any award made for such condemnation.

10. WAIVER. The delay of the Landlord in enforcing any right or remedy shall not be deemed a waiver thereof; and no indulgence by the Landlord of a breach hereof, or of an infraction of the Rules and Regulations, shall be presumed from the mere passage of time.

11. SEVERABILITY. If any provision hereof or of the applicable Rules and Regulations shall be deemed unlawful, the same shall be severable from the remainder of this Rental Agreement and the remaining Rules and Regulations, which shall be enforceable in all respects without reference to such unlawful provision.

12. RESALE. In the event the Tenant desires to sell his mobile home without removal from the premises leased, the Tenant shall make such sale subject to the approval of the Landlord, and the proposed buyer shall make appropriate application to the Landlord and enter into a new Rental Agreement of the premises before such sale shall become binding. A failure to comply with the provisions of this paragraph shall be deemed to be a breach of and material noncompliance with this Rental Agreement and the purchaser shall be subject to removal under the provisions of Chapter 678 of the Iowa Code.

13. MECHANIC'S LIENS. Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said leased premises or upon any improvement thereon, or upon the leasehold interest of the Tenant therein, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alterations or repairs on the leased premises at any time be or become entitled to any lien thereon, and for further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor, failure of which notice shall be deemed a material noncompliance of the Rental Agreement.

14. CONSTRUCTION. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context. If more than one Tenant is signatory to this Rental Agreement, they shall be jointly and severally liable for the performance hereof, and each shall be liable for the acts and omissions of the other(s).

**CLEMENTS BEACH MOBILE HOME PARK
RULES & REGULATIONS FOR MOBILE HOME SPACE**

1. Annual rentals are due and payable May 1st of each year.
2. With the exception of your water & garbage service, your utility bills will be mailed to you by the utility companies and are payable to the utility company directly.
3. Any building or construction of any kind must be approved in advance by management. Building permits must be obtained from the City of Wahpeton. **Revised building & setback rules are enclosed and are deemed part of this document.**
4. Pets should be leashed and not allowed to run loose in the area. Management reserves the right to restrict pets.
5. No business is to be conducted from the space and no ads or signs are to be displayed.
6. Dead storage on your lot or in any common area of the Park is not permitted. **This includes boats on trailers.**
7. Mobile homes are to be set up by tenant, and must be approved by management to meet the standards. Each tenant is responsible for his own yard. Tenants in the back row of homes should mow to the crest of the hill.
8. It is the tenant's responsibility to keep hedges on the lot trimmed to a height not to exceed three (3) feet.
9. Rental agreements are not transferable.
10. Damage to any property in the Park will be charged to those responsible.
11. When playing a stereo, radio or television, please keep the volume down so as not to disturb your neighbors, particularly after 10:00 PM
12. We encourage you to use the beach facilities as often as you like. We do expect your cooperation when the Sailing School or sailors are using the beach.
13. During the weekends, boats should be tied to the hoist dock and not the three painted OYC SS docks.
14. The boat-launching crane is not available for your use.
15. The boat ramp entrance is only available for tenants and Okoboji Yacht Club members. The driveway to the boat ramp has a coded gate access. Contact Brad Farrar if you do not have the code to open the gate.
16. Garbage is to be put in plastic bags in the dumpster. Landscaping material, brush, leaves, grass, etc. are **not** to be put in the dumpsters. Paint, oil, tires, construction materials, etc. are also **not** to be put in the dumpsters. Appliances, furniture, etc., (items too large for the dumpsters), are **not** to be left out by the dumpsters. **Tenants are individually responsible for the disposal of all items that are not allowed in the dumpster.**
17. Tents, campers or motor homes will not be allowed in the Mobile Home Park area.
18. Boat trailers should be taken back to your home residence. **Space is no longer available in our fenced dry-sail area.**
19. Anyone using the fish-cleaning platform is expected to clean it and dispose of remains in plastic bags. **Please double or triple-bag any fish remains and seal tightly before putting in dumpsters.**
20. Tenants and their guests must maintain slow (less than 10 mph) driving speeds on all roads within the Park.
21. The management reserves the right to refuse admittance to anyone and the space is rented subject to these rules and regulations. Management reserves the right to enforce a 24 hour notice to vacate in case of violation of the above rules and regulations.

I acknowledge that I have received a copy of the rules and regulations listed above and understand that they are an integral part of the attached lease agreement.

Tenant _____

Tenant _____