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# West Bay Estates

## Protective and Restrictive Covenants.

The Proprietor hereby declares, makes and establishes the following protective and restrictive covenants which shall be applicable to all lots included in West Bay Estates. These covenants shall run with the land and shall be binding upon all parties and all persons who may now own, or who may later become the owner or owners of, any of the lots in West Bay Estates, and all parties claiming under them, for a period of twenty (20) years from the date this instrument is recorded, after which time these covenants and restrictions shall automatically extend for successive periods of ten (10) years each unless, prior to the commencement of any such ten year period, a written instrument signed by the owners of a majority of the lots in West Bay Estates has been recorded in the public records of Dickinson County, Iowa, which instrument may provide for the change, alteration or rescission of these covenants and restrictions, in whole or in part.

- A. These Protective Covenants shall apply to all numbered lots, except Lot 35, which is intended for commercial use. These covenants do not apply to Outlots "A" and "B;" the Proprietor reserves the right to impose covenants on these excluded lots.
- B. Lots 1 through 66, except Lot 35, shall be single family residential lots and used solely as such.
- C. No structures shall be erected except residences plus an attached garage. No detached garages or outbuildings shall be permitted, except that one (1) storage shed not to exceed 10 feet by 12 feet by 10 feet high, shall be allowed only on Lots 36 through 66. No garages or structures shall be used, except in connection with the main residential building located on the same lot. No business, trade or commercial

activity of any kind may be conducted upon any lot, except a one-person, one-room professional office or service office operated by a lot occupant. All residences shall have at least a two car attached garage. All driveways shall be hard surfaced.

D. No recreational vehicles shall be parked within the subdivision, except inside a garage. Recreational vehicles shall be defined as, but not limited to, travel trailers, motor homes, campers, boats and snowmobiles and shall include trailers. No trucks of larger than one and one-half ton capacity shall be maintained, parked or kept overnight for any purpose on the property in the subdivision, except for vehicles which are making deliveries to or picking up property from the premises or otherwise providing services to the premises. Docks or boat hoists shall not be stored on lots, except between October 1 and May 15. No dock or separate section of a dock more than 24 feet in length shall be stored on Lots 1 through 34, inclusive, and Lots 36 through 66, inclusive.

E. No basement home, earth sheltered home, or shack may be placed or erected upon a lot at any time, nor may a residence of a temporary nature be permitted. All manufactured homes shall be built in compliance with the Uniform Building Code. The minimum roof pitch on any structure shall be 5:12. All structures shall be built in compliance with the Uniform Building Code. Eave height shall not be less than eight (8) feet above top of foundation. Inside ceiling height shall be at least eight (8) feet.

F. The Developer reserves the right to use a residence located within the subdivision as a sales office in connection with development of this property. Developer also reserves the right to locate a temporary sales office within the property.

G. All garages shall be used only for cars, pick-ups, recreational vehicles and storage of small residentially used items; no commercial storage shall be allowed. This shall not prohibit use of any garage for a personal workshop.

H. All lots are subject to easements as shown on the attached plat.

I. The following building set back restrictions shall apply to Lots 1 through 35, inclusive. No building or structure shall be constructed on said lots closer than the following specified set backs from the ordinary high water mark and from the street right-of-way.

<u>Lot</u>	<u>Set Back Distance from High Water Mark</u>	<u>Set Bank Distance<sup>®</sup> from Street right-of-way</u>
1 through 3	100	60
4 through 10	80	25
11 and 12	70	25
13 through 35	60	25

Except as modified herein, building set back limitations established under the City of Lake Park zoning and land use ordinances shall apply to Lots 1 through 65, inclusive.

H. All single family residences on Lots 1 through 34, inclusive, and Lots 36 through 66, inclusive, shall comply with the following minimums. Each single-story ranch style residence shall be constructed with a minimum of 1,200 square feet of finished, interior ground floor area. Each split foyer residence shall have a minimum of 1,000 square feet of interior, finished floor area on the main floor and 400 square feet of finished floor area on the other floor. Each residence of one and one-half stories shall have a minimum of 1,000 square feet on the main floor and 400 square feet on the additional floor of finished, interior floor area. Each two-story residence constructed shall have a minimum of 1,000 square feet on each floor of finished, interior floor space.

J. No owner, except the Developer, may at any time replat, or subdivide any lot or any other portion of the Property or in any manner change the plat which has been filed for the Property. However, a lot owner may acquire land from an adjacent lot for the purpose of increasing the size of the acquiring party's lot, but any lot so increased in size may never contain more than one detached single family dwelling. No lot that is to be built upon, or has been built upon, shall be reduced in size by this process.

K. Owners of all lots shall at all times keep the same free and clear from all obstructions, debris, obnoxious growth, refuse piles, junk vehicles or other unsightly objects. All lots shall be well maintained. So long as the Developer remains an owner of any property in the subdivision, if the owner of a lot fails to comply with the provisions of this paragraph, the Developer may give written notice of such failure to the owner and if the failure is not corrected within seven (7) days from receipt of such notice the Developer may perform such mowing or remove such objects and the owner of the Lot shall be responsible to Developer for the expenses thus incurred.

Garbage, trash, rubbish and other solid waste must be kept in containers within a garage. Permanent containers, such as garbage cans and recycle containers, shall be permitted at curbside for collection. Solid waste and recycle containers shall not be placed at curbside prior to 8:00 P.M. on the night before the date of scheduled collection and shall be promptly removed after collection.

L. The exterior portions of all construction shall be completed within one (1) year of the date of beginning of construction. No advertising or billboards shall be permitted on any lot except a "For Sale" sign no larger than five (5) square feet in area which shall pertain only to the premises upon which it is located and there shall be no more than two (2) in number.

The Developer reserve the right to construct signs and identifying monuments or structures in the subdivision, at its discretion.

Property owners may place an identification sign including only the owner's name and street number. The identification sign shall have a surface area no greater than six (6) square feet.

M. No animals shall be kept on the premises, except domestic cats and dogs as pets, provided they are confined upon the premises and not permitted to roam at large beyond the limits of the owner's property. No more than a total of two dogs or cats per dwelling unit shall be permitted.

No dog kennel run may be constructed with dimensions in excess of 5 feet by 20 feet. Only one kennel per dwelling shall be allowed and it shall be attached to the dwelling and shall not extend more than 10 feet beyond the dwelling in any direction and not closer than eight (8) feet to any lot line. No dog kennels shall be allowed on the lakeside of lots 1 through 34.

N. No propane, heating oil tanks, gasoline or other fuel tanks of any kind shall be permitted, except for outdoor cooking.

O. No exterior lighting shall be installed or maintained which unreasonably disturbs the occupants of the other lots.

P. No building, fence, wall, or other improvement or structure shall be constructed, erected, or maintained, nor shall any addition to or alteration of any building, fence, wall, or other improvement or structure be made until the plans and specifications therefore 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. 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 to, from time to time, change or revoke any architectural guidelines adopted by them or to grant minor variances from the strict application of these covenants. 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.

Q. These covenants run with the land. A purchaser of any lot and any person acquiring an interest in any lot by acceptance of said interest agrees to abide and be bound by these covenants.

R. In the event the parties hereto, their heirs, assigns or any other owner of lots within the plat shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any owner of any other lot or lots in said subdivision to prosecute any proceedings at law or in equity against anyone violating or attempting to violate any such covenant or restriction and either prevent him or her from doing so and/or to recover damages and obtain any other legal and equitable remedy available for such violation.

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

T. These covenants can be amended by the owners of 75 percent of the lots in this subdivision. Any amendment must be reduced to writing, signed by the required number of owners and shall be effective upon filing with the Dickinson County Recorder. Notwithstanding the above, no amendment shall be effective without the Developer's consent as long as the Developer owns any lots within the subdivision.

U. The Developer, at their discretion, may convey all property which it still owns within the subdivision to a grantee whom they may designate as a Successor Developer. The Successor Developer shall have all the rights and privileges of the Developer as set out above.

For the purposes of these protective covenants, the term "Developer" shall mean Six Points, Inc., or its successor. The Developer reserves the right to assign its authority under these covenants to a successor entity, which may include a West Bay Estates property owners association as may hereafter be created.

#### Attachments.

There is attached hereto, and made a part hereof, the certificate of the Dickinson County Treasurer certifying that the real estate included in said Plat is free from certified taxes and special assessments.

There is attached hereto, and made a part hereof, the certificates of filing of the Plat of West Bay Estates with the Dickinson County Assessor and the Dickinson County Auditor.

There is attached hereto, and made a part hereof, a certificate of the City of Lake Park Planning and Zoning Commission's approval of the Plat of West Bay Estates.

There is attached hereto, and made a part hereof, the certified resolution of the Lake Park City Council approving the Plat of West Bay Estates.

There is attached hereto, and made a part hereof, the written opinion of Donald J. Hemphill, an attorney at law, that fee simple title to the real estate included in the Plat of West Bay Estates is held by Six Points, Inc., free and clear of all liens, taxes and encumbrances, except easements of record.

There is attached hereto, and made a part hereof, three consents and approvals of the mortgagees: one by the Robert A. Gunderson Revocable Trust, one by Northwest Federal Savings Bank, and one by Central Bank of Spirit Lake, Iowa, consenting to the Plat of West Bay Estates.

There is further attached hereto, and made a part hereof, the Plat of West Bay Estates certified by Robert V. Bendixen, Licensed Land Surveyor, Iowa Registration No.9017, which Plat shows the lots, easements and street included in the Plat and the boundaries of the Plat; the monumentation therefore; and the measurements and bearings thereof; and which otherwise complies with the requirements of Chapter 354 of the 2003 Code of Iowa.

INSTR. NO. 04 01688

PLAT/BOOK: 66 45  
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JAN BORTSCHELLER  
RECORDER  
DICKINSON COUNTY, IOWA  
FEE \$ 181<sup>00</sup>-

Prepared By: David J. Hemphill, 215 Grand Avenue, P.O. Box 1475, Spencer, IA 51301 Telephone: 712.263.4411

### PLAT OF WEST BAY ESTATES Lake Park, Dickinson County, Iowa

#### Proprietor's Statement

KNOW ALL MEN BY THESE PRESENTS:

That Six Pointe, Inc., [Gregg J. Gunderson and Mindy K. Gunderson, husband and wife (portions of Lots 64, 65 and 66 and "Outlot A"), and Lane R. Gunderson and Ginny Gunderson, husband and wife (Lot 2 and a portion of Lot 1)], are the owners of the following described property:

Those portions of Government Lots 2, 3, 4 and 5 in Section 32, Township 100 North, Range 38 West of the 5th P.M., Dickinson County, Iowa, described as follows. Commencing at the Southeast corner of Gunderson's Addition at the easterly line of said Government Lot 4; thence North 0°11.0' West (assumed meridian) 190.44 feet along the easterly line of said Gunderson's Addition to the point of beginning; thence North 0°11.0' West 151.16 feet along the easterly line of said Gunderson's Addition; thence North 36°26.0' East 136.00 feet; thence North 53°34.0' West 38.39 feet; thence westerly 54.16 feet along a 141.00 feet radius curve concave southerly with a long chord bearing North 69°21.3' West 53.83 feet; thence North 0°11.0' West 382.54 feet to the Iowa State 1969 Master Property platted Silver Lake southerly shoreline; thence South 56°45.6' West 163.35 feet along said shoreline; thence South 69°30.4' West 90.77 feet along said shoreline; thence South 71°08.8' West 87.37 feet along said shoreline; thence South 72°43.3' West 228.66 feet along said shoreline; thence South 80°21.4' West 99.61 feet along said shoreline; thence South 72°35.0' West 132.92 feet along said shoreline; thence South 63°05.9' West 174.94 feet along said shoreline; thence South 56°32.6' West 176.10 feet along said shoreline, thence South 45°48.5' West 137.84 feet along said shoreline; thence South 58°08.2' West 198.67 feet along said shoreline; thence South 73°31.4' West 97.92 feet along said shoreline; thence South 36°49.3' West 44.22 feet along said shoreline; thence South 63°39.2' West 140.36 feet along said shoreline; thence South 74°24.4' West 137.35 feet along said shoreline; thence North 84°39.1' West 130.25 feet along said shoreline; thence North 70°42.0' West 92.89 feet along said shoreline; thence North 52°46.9' West 111.41 feet along said shoreline; thence North 29°28.5' West 86.77 feet along said shoreline; thence North 43°54.2' West 234.98 feet along said shoreline; thence North 30°36.3' West 59.67 feet along said shoreline; thence North 76°55.5' West 52.25 feet along said shoreline; thence North 25°38.6' West 71.36 feet along said shoreline; thence North 48°41.3' West 105.71 feet along said shoreline; thence North 60°34.3' West 120.33 feet along said shoreline; thence South 64°53.0' West 134.97 feet along said shoreline; thence South 70°40.5' West 240.23 feet along said shoreline; thence North 81°17.7' West 107.32 feet along said shoreline; thence North 88°37.8' West 24.07 feet along said shoreline; thence South 5°50.5' East 499.89 feet; thence South 87°24.9' East 202.12 feet; thence North 0°53.4' West 204.18 feet; thence South 74°47.5' East 140.00 feet; thence South 46°28.4' East 546.26 feet; thence easterly 378.79 feet along a 533.00 feet radius curve concave northerly with a long chord bearing South 66°49.9' East 370.87 feet; thence South 87°11.5' East 36.51 feet, thence easterly 716.55 feet along a 1183.00 feet radius curve concave northerly with a long chord bearing North 75°27.3' East 705.65 feet; thence North 58°06.2' East 477.79 feet; thence northeasterly 196.35 feet along a 1017.00 feet radius curve concave southeasterly with a long chord bearing North 63°38.1' East 196.05 feet; thence South 0°11.0' East 510.00 feet; thence North 89°42.7' East 563.36 feet to the easterly line of said Government Lot 4, thence North 0°11.0' West 490.44 feet to the point of beginning, containing 39.60 acres.

and do hereby plat said real estate as West Bay Estates, a subdivision to the City of Lake Park, Dickinson County, Iowa:

Said real estate is hereby platted into sixty-seven (66) numbered lots, One (1) through Sixty-six (66) consecutively, and Outlots "A" and "B", respectively, located and described with boundaries as depicted on the Plat and Survey recorded herewith and incorporated by this reference.

**Public Dedications.**

A. STREET RIGHTS-OF-WAY. The Proprietors hereby dedicate to the City of Lake Park as public street right-of-way street rights-of-way 66 feet in width as depicted on the plat and survey, the main street to be designated "Cunderson Drive." The street right-of-way between Lot 39 and Lot 40 shall be designated "West Bay Road." At the east end and entrance to the subdivision, the dedicated street right-of-way is expanded to a width of 136 feet to include green space area at the East entrance to the subdivision.

B. UTILITY EASEMENTS. The Proprietors hereby dedicate to the City of Lake Park and to the public utility easements as depicted on the plat and survey filed herewith, including:

A 10 foot utility easement over the rear of Lots 1 through 35, inclusive; a 10 foot easement over the front and rear 10 feet of Lots 36 through 65, inclusive; a 10 foot utility easement over the Southeast 5 feet of Lot 39 and over the Northwest 5 feet of Lot 40; a 10 foot utility and drainage easement over the West 5 feet of Lot 20 and the East 5 feet of Lot 21, a 10 foot utility and drainage easement over the West 5 feet of Lot 13 and the East 5 feet of Lot 14; a storm sewer easement over the West 5 feet of Lot 57 and the East 5 feet of Lot 56; a utility and drainage easement over the Southeast 5 feet of Lot 37 and the Northwest 5 feet of Lot 38; and a sanitary sewer easement over the East 5 feet of Lot 62 and over the West 5 feet of Lot 63, all as depicted on the Plat and Survey.

There are hereby established the following individual easements for the benefit of specified lots:

(1) There is established a permanent and perpetual ingress and egress easement 20 feet in width from the north line of Lot 66 over the widened street right-of-way to the pavement surface to provide paved access to Lot 66. Six Pointe, Inc., will construct a Portland cement concrete driveway over this easement.

(2) There is established a permanent and perpetual ingress and egress easement 20 feet in width from the north line of Lot 65 over the widened street right-of-way to the pavement surface to provide access to Lot 65. Six Pointe, Inc., will construct a Portland cement concrete driveway over this easement.



C. The Proprietors hereby dedicate to the City of Lake Park and to the public a tract of land between Lots 48 and 49 for future City park purposes and also for storm sewer easement.

**Vacation of the Plat of Gunderson's First Addition.**

This plat includes and replats all property previously platted as Gunderson's First Addition to the City of Lake Park, Dickinson County, Iowa, which was a one lot plat consisting of only Lot 1 and involving no public dedications. As part of the Plat of West Bay Estates, the proprietors petition the Lake Park City Council to vacate the Plat of Gunderson's First Addition, which is replaced by this platting.

**Development Agreement.**

In order to provide for sanitary sewer and water service to each lot platted in the subdivision and to provide for the construction of street and storm sewer improvements, electrical service and street lighting, the Developer has entered into a Development Agreement with the City of Lake Park, a copy of which is attached to this Proprietor's Statement and is hereby incorporated in the plat of West Bay Estates by this reference.

**Protective and Restrictive Covenants.**

The Proprietor hereby declares, makes and establishes the following protective and restrictive covenants which shall be applicable to all lots included in West Bay Estates. These covenants shall run with the land and shall be binding upon all parties and all persons who may now own, or who may later become the owner or owners of, any of the lots in West Bay Estates, and all parties claiming under them, for a period of twenty (20) years from the date this instrument is recorded, after which time these covenants and restrictions shall automatically extend for successive periods of ten (10) years each unless, prior to the commencement of any such ten year period, a written instrument signed by the owners of a majority of the lots in West Bay Estates has been recorded in the public records of Dickinson County, Iowa, which instrument may provide for the change, alteration or rescission of these covenants and restrictions, in whole or in part.

- A. These Protective Covenants shall apply to all numbered lots, except Lot 35, which is intended for commercial use. These covenants do not apply to Outlots "A" and "B;" the Proprietor reserves the right to impose covenants on these excluded lots.
- B. Lots 1 through 66, except Lot 35, shall be single family residential lots and used solely as such.
- C. No structures shall be erected except residences plus an attached garage. No detached garages or outbuildings shall be permitted, except that one (1) storage shed not to exceed 10 feet by 12 feet by 10 feet high, shall be allowed only on Lots 36 through 66. No garages or structures shall be used, except in connection with the main residential building located on the same lot. No business, trade or commercial

activity of any kind may be conducted upon any lot, except a one-person, one-room professional office or service office operated by a lot occupant. All residences shall have at least a two car attached garage. All driveways shall be hard surfaced.

D. No recreational vehicles shall be parked within the subdivision, except inside a garage. Recreational vehicles shall be defined as, but not limited to, travel trailers, motor homes, campers, boats and snowmobiles and shall include trailers. No trucks of larger than one and one-half ton capacity shall be maintained, parked or kept overnight for any purpose on the property in the subdivision, except for vehicles which are making deliveries to or picking up property from the premises or otherwise providing services to the premises. Docks or boat hoists shall not be stored on lots, except between October 1 and May 15. No dock or separate section of a dock more than 24 feet in length shall be stored on Lots 1 through 34, inclusive, and Lots 35 through 66, inclusive.

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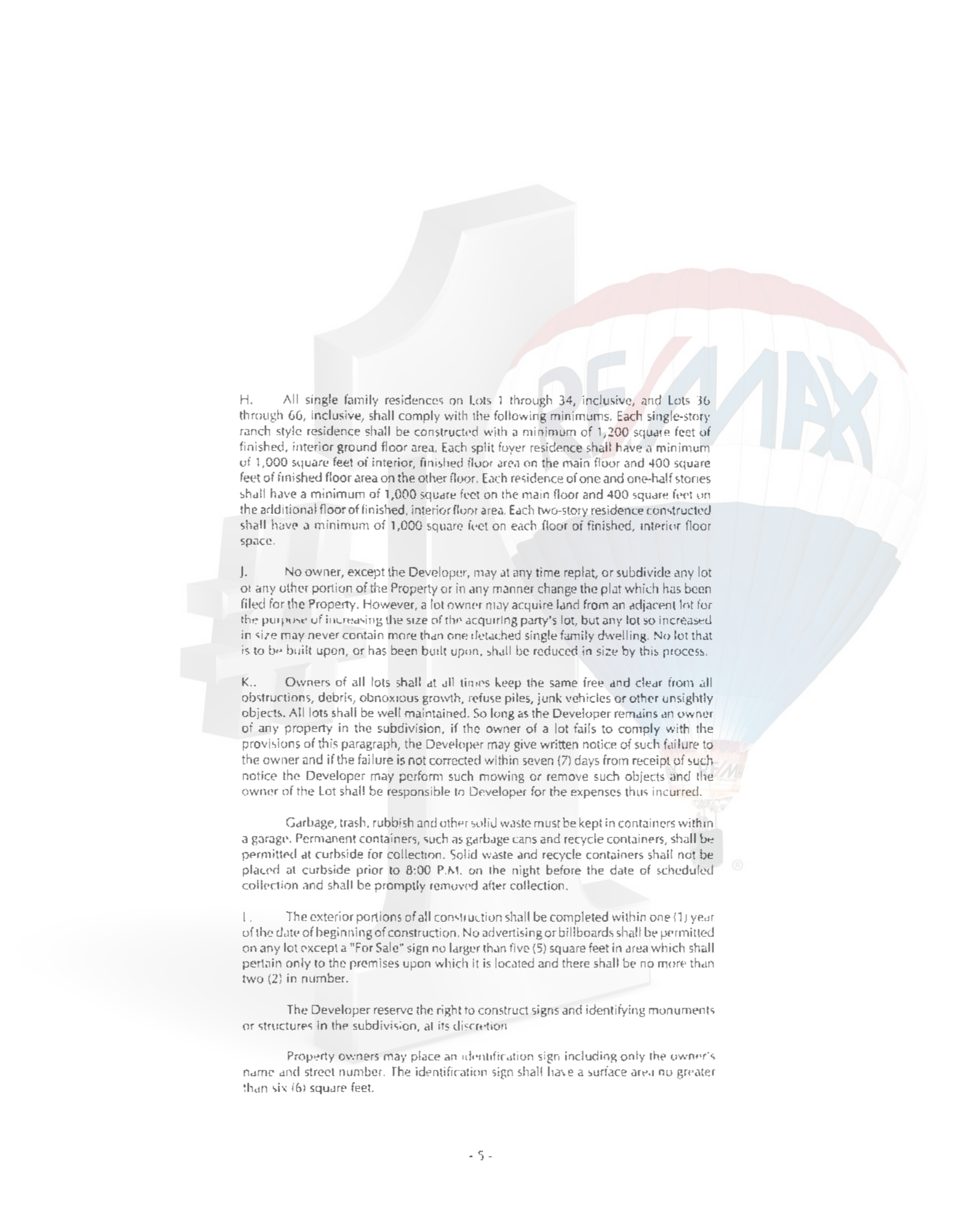
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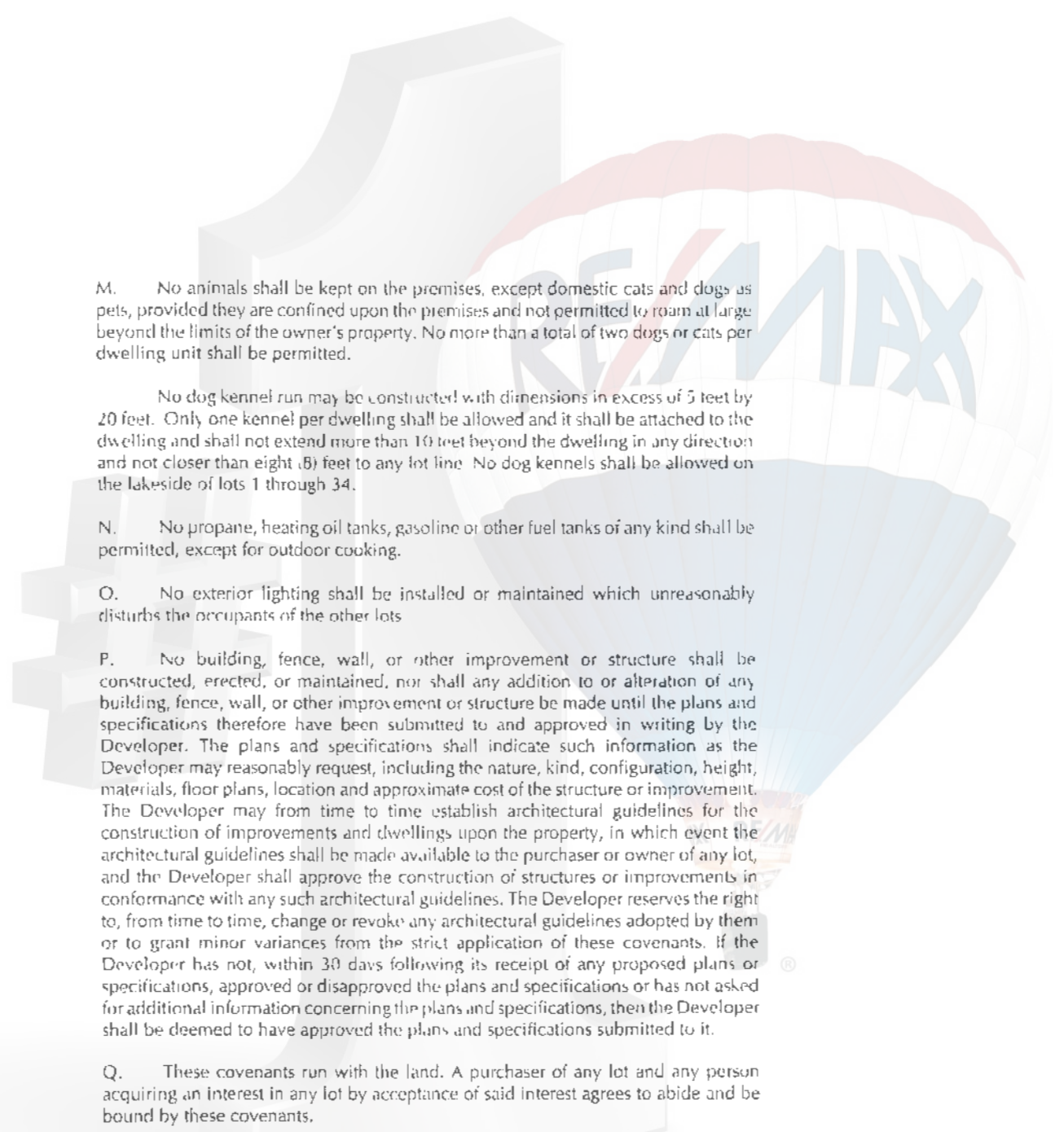
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The background of the page features a large, semi-transparent watermark logo for RE/MAX. The logo consists of a stylized hot air balloon with a red and white striped canopy and a blue basket. The words "RE/MAX" are written in a large, bold, blue font across the middle of the balloon. The balloon is positioned in the upper right quadrant of the page.

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There is attached hereto, and made a part hereof, the certified resolution of the Lake Park City Council approving the Plat of West Bay Estates.

There is attached hereto, and made a part hereof, the written opinion of Donald J. Hemphill, an attorney at law, that fee simple title to the real estate included in the Plat of West Bay Estates is held by Six Pointe, Inc., free and clear of all liens, taxes and encumbrances, except easements of record.

There is attached hereto, and made a part hereof, three consents and approvals of the mortgagees: one by the Robert A. Gunderson Revocable Trust, one by Northwest Federal Savings Bank, and one by Central Bank of Spirit Lake, Iowa, consenting to the Plat of West Bay Estates.

There is further attached hereto, and made a part hereof, the Plat of West Bay Estates certified by Robert V. Bendixen, Licensed Land Surveyor, Iowa Registration No.9017, which Plat shows the lots, easements and street included in the Plat and the boundaries of the Plat; the monumentation therefor; and the measurements and bearings thereof; and which otherwise complies with the requirements of Chapter 354 of the 2003 Code of Iowa.