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**DEDICATION, PLAT AND RESTRICTIVE COVENANTS  
FOR  
WHITECAP ADDITION  
TO OKOBOJI, IOWA**

TO: The City of Okoboji, Iowa, and the Public

The undersigned, Whitecap, LLC, Developer, and fee simple owners of the real estate described as Exhibit "A" and captioned as Whitecap Addition. That the owners have subdivided said tract of land and caused the survey to be made and a plat of the same to be drawn, showing the lots, streets, and easements thereof, to which a Surveyor's Certificate and Statement of Dedication are attached. The owners hereby state that such Plat was prepared with the consent of the Developer and in accordance with its desire.

In addition to the zoning and subdivision ordinances of the City of Okoboji, the lots of the subdivision described as Exhibit "A" will be controlled and governed by the following protective covenants:

**RESTRICTIVE COVENANTS**

1. **LOTS – RESIDENTIAL USE ONLY.** Each platted lot, shall be known, designated and used solely as a residential lot and no building or structure will be erected or placed thereon other than one single family dwelling not to exceed the height as allowed per city ordinance. A "family" is defined as one or more persons occupying a

single dwelling unit, provided that unless all members are related by blood, marriage, or adoption, no family shall contain more than five (5) persons. Uses of land or structures customarily incidental and subordinate to the single family residential use as permitted by the City of Okoboji zoning ordinance are permitted unless prohibited or otherwise regulated by this declaration.

2. **SUBDIVISION**. There shall be no further subdivision of any lot, except in the case where the two portions of any lot so divided shall be permanently made a part of the two adjacent lots to increase their size.

3. **STRUCTURES**. No trailer, trailer house, basement house, tent, shack, barn, pole building, storage shed, metal building, or other similar structure shall be erected or placed upon any lot or parcel thereof, nor shall the same at any time be used as a residence either temporary or permanent, nor shall any residence of a temporary character be permitted.

4. **GARAGES**. All single-family dwellings shall have at minimum a fully enclosed garage sufficient in size to house a minimum of two automobiles. A second, detached garage may be constructed in conformity with the primary residence. Such second garage shall be limited to one (1) story in height.

5. **ORIGINAL CONSTRUCTION AND DESIGN**. No building shall be moved onto any lot. No dwelling shall be constructed or permitted to remain on any lot in this plat unless it meets the following restrictions:

- A. No building shall be erected on any lot nearer to the street than the building set back line as shown on the recorded plat.
- B. No building or structure shall be constructed, altered or maintained on any lot unless it has a driveway running from a street to the dwelling, of sufficient area to park at least two cars entirely off the street.
- C. All dwellings or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.

6. **DEVELOPER APPROVAL OF CONSTRUCTION**. Whether or not provision thereof is specifically stated in any conveyance of a lot made by the owner thereof, each and every owner in the chain of title to each lot, by acceptance of title thereof, or by taking possession thereof, covenants and agrees that no dwelling or other building shall be erected on any lot or lots unless the design and location are in harmony with the existing structures and locations in the area. To protect and maintain the general character of the area, including any views in the area, no building construction, fence construction, or lot improvement, including landscaping and architectural arrangement, or gazebos shall be permitted on any lot until after the plans and specifications of the following types are submitted to and receive written approval of the Developer:

- A. Choice of general contractor.
- B. Building plans and material including floor plans and profiles.
- C. Site plans, which include land coverage, locations and surface type of buildings, drives, and exterior lights.

- D. Landscape designs, which indicate planting sizes and locations, grading plans, ground cover material, and all other outdoor features.
- E. All of such plans listed in sub-paragraphs A-D shall be submitted simultaneously, with construction of any dwelling or accessory structure upon any lot shall only be permitted after the Developer has approved all of the submitted plans.
- F. If the Developer does not respond within thirty (30) days after such information has been submitted, then any further approval shall not be required or provided, the plans shall be deemed approved, however, no building or other structure shall be erected or allowed to remain on any lot which violates any of the other covenants and restrictions.

7. **FENCES.** Any fences shall not exceed five (5) feet in height. Property line fences shall be set back from at least ten (10) feet from the established line of sight and shall not extend past the front/lakeside edge of the residence structure. Chain link fences of any type are specifically prohibited.

8. **EXTERIOR STORAGE.** Permanent outside storage of trailers, campers, boats, mobile homes, and recreational vehicles is prohibited. For purposes hereof, "permanent" shall mean any 30 days or more, whether continuous or not, in any one 12 month period.

9. **FUEL TANKS.** No propane, heating oil tanks, gasoline or other fuel tanks of any kind shall be permitted.

10. **EXTERIOR LIGHTING/ILLUMINATION OF STRUCTURES.** No exterior lighting shall be installed or maintained which unreasonably disturbs the occupants of the other lots.

11. **SIDE YARD SET BACKS ON LOT COVERAGE.** There shall be a 10 foot side yard requirement for construction on any said lot, with any residence, garage, or structure of any other nature, any fence, landscaping or any other structures, to be located ten (10) feet from the property line of any side yard. There shall be an exception for the west side of Lot 5, which shall have a 7 ½ foot side yard requirement. In addition, any construction upon individual lots shall be limited to forty-five percent (45%) of coverage of the entire lot.

12. **VEHICLES.** Any motor vehicles placed or parked outdoors must be operative and capable of self-locomotion with all tires inflated.

13. **ON STREET PARKING.** It is the general intent of the Developer that on-street parking be avoided in the Subdivision. Lot owners shall not park their personal or other vehicles on the street. On street parking shall be permitted for vehicles owned by visitors and/or guests in limited contexts, primarily for social gatherings where there is insufficient drive way space to accommodate such vehicles of visitors and/or guests.

14. **GAZEBOS.** Gazebos are permitted only to the extent they do not substantially block the view from any other lot.

15. **MAINTENANCE AND APPEARANCE.** Each lot and the buildings thereon shall at all times be maintained in a neat condition and appearance commensurate with the character of the Subdivision.

16. **MOWING/YARD WASTE AND TRIMMING WASTE DISPOSAL.** All weeds and grass on any lot, whether improved or unimproved, shall be mowed at least four times during the summer of each year. Disposal of yard waste and trimming waste shall be prohibited on any lot.

17. **GARBAGE.** No garbage, garbage cans, ashes, refuse or trash receptacles shall be allowed on any lot exposed to view other than on the day or days of collection. No outside incinerator shall be permitted and no outside burning of rubbish is permitted except yard waste.

18. **LOCATION OF CONSTRUCTION, PAVING, GRADING AND LANDSCAPING.** The location of any constructed or built feature, paving, grading or landscaping shall not interfere with the natural, designed or constructed drainage and flowage courses and easements as may be shown upon the plat and as are further described in any easement provision following.

19. **TREE CUTTING.** Other than removal of those necessary for construction of the residence, drives, etc., no trees shall be cut down or removed without the prior approval of the **Developer**.

20. **RESIDENTIAL CHARACTER.** No obnoxious or offensive trade shall be conducted upon any lot nor shall anything be done thereon which may or become an annoyance or nuisance to the neighborhood.

21. **ANIMALS.** No cattle, swine, sheep, goats, poultry, or livestock of any kind shall be kept, harbored, or maintained upon any lots. Dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Pets shall be leashed and in the control of their owners when on a public improvement. Pets shall not be permitted to roam freely and shall be kept to a reasonable noise level so as to not disturb the peace.

22. **SIGNAGE.** No commercial signs, posters, displays or other forms of advertising shall be permitted on any lot except for small signs used to promote the sale thereof.

23. **LOCATION OF UTILITIES.** All utility lines, including but not limited to electric lines, telephone lines and cable TV lines, must be located underground and no poles or structures of any kind shall be placed above the ground for the purpose of carrying utilities, except that individual lot owners may erect small satellite dishes

attached to their own dwelling – if such dish(es) are approved by the Developer as part of the review of the plans submitted pursuant to Paragraph 6 hereof.

24. **SUBDIVISION AGREEMENT.** The individual owner(s) of each lot will be bound by the terms of any Subdivision Agreement that may be entered with the City of Okoboji. The conveyance of any lot shall serve to transfer the obligations under said Agreement to the buyer/owner.

25. **WATER AND SEWER UTILITIES.** All individual lots shall be hooked up to municipal water and sanitary sewer systems, and shall be compliant with, and bound by, all provisions of any agencies governing such utilities.

26. Any and all utility easements are and shall be reserved as shown on the Plat of Whitecap Addition, and as are recorded.

27. **AMENDMENT TO COVENANTS.** Any amendment to the covenants and restrictions contained herein shall occur by written amendment, signed by the owners of two-thirds of the lots of this plat.

28. **COVENANTS BINDING.** These restrictions shall operate as covenants running with the land in favor of individual owners of the lots and their successors and assigns, the said protective restrictions being now made for the benefit of all of the platted area, and their respective owners now and hereafter of any of the lots or parts thereof; and such owner shall have the full right to all of the benefits of these protective restrictions and covenants and shall be authorized to enforce, in their own right and names respectively, all remedies afforded by law to the same extent that these dedicators and grantors may enforce said covenants and restrictions, or prevent infraction thereof, or may recover for all lawful damages suffered by them by reason of such infraction. These restrictive covenants shall run with the land and shall be binding upon all parties and persons claiming under them, and continue to operate until \_\_\_\_\_, 2039, at which time they shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots, it is agreed to change said restrictions in whole or in part.

Invalidation of any of these restrictive covenants by the judgment or decree of any court or competent jurisdiction shall in no way affect any of the other restrictions, which shall remain in full force and effect.

29. **SEVERABILITY.** In the event that any one or more of the terms or conditions of this declaration shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall in no way affect, modify, change, abrogate, or nullify any of the remaining covenants, conditions, restrictions, or terms not so expressly held to be void and the remaining parts of this declaration shall remain in full force and effect.

**DEDICATION**

All improvements in said Whitecap Addition of a public nature including, but not limited to, streets, storm sewers and appurtenant structures in the street right-of-way are dedicated to the public use and in favor of the City of Okoboji, Iowa, and/or any other entity or political subdivision with jurisdiction for the provision of public safety, fire protection or law enforcement.

**EASEMENTS**

1. Utility easements are reserved as shown on documents recorded in connection with the platting of Whitecap Addition, specifically the Plat of Whitecap Addition recorded contemporaneously with this Dedication and Plat.

2. Sidewalk Easement: A permanent sidewalk maintenance easement shall be granted to the City of Okoboji as shown on the Plat of Whitecap Addition, over, across and upon the area designated and drawn on the Plat for Whitecap Addition. The sidewalk maintenance easement shall be subject the following terms and conditions:

- A. Such easement shall be for the purpose of temporary access to the identified public sidewalk for purposes of repair and maintenance. Such temporary access shall be for the sole and limited purpose of repair and maintenance to the sidewalk and shall be limited in time and scope to the access necessary to complete such repair or maintenance.
- B. The City shall be required to return the easement area to the same condition that existed prior to any access by the City. The City shall be responsible for any damage caused to the land as a result of the City's negligence.
- C. The City agrees to indemnify and hold harmless, the titleholders of the lots from any all claims, loss or expense of whatever kind or nature that result from the City's negligence, including but not limited to claims for damages, interest, court costs as the result of any claim.
- D. It is intended that Sidewalk Maintenance Easement shall be perpetual in duration, shall run with the land, and the benefits and burdens shall inure to the benefit of, and be binding upon, Whitecap, L.L.C., subsequent owners of the lots contained within Whitecap Addition, their respective heirs, beneficiaries, personal representatives, successors, transferees and assigns, and be further binding upon the City of Okoboji.

Executed this 11<sup>th</sup> day of July, 2018.

WHITECAP, L.L.C.

BY: Kate Duhamel  
Kate Duhamel, Manager/Member

STATE OF IOWA, COUNTY OF Dickinson

This record was acknowledged before me on July 11<sup>th</sup>, 2018,  
by Kate Duhamel, as Manager/Member of Whitecap LLC.

  
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Signature of Notary Public

