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08806

MISC BK #18

Fee \$96.00

Filed at 11:39 AM
December 19, 2001

701

INSTR. NO. 018806
PART BK. TO PAGE 18
BK. PAGE

01 DEC 19 AM 11:39

JAN BORTSCHELLEN
(712) 336-1297 RECORDER
DICKINSON COUNTY, IOWA
FEE \$ 96.00

Prepared by: James C. Ladegaard, 708 Lake Street, Spirit Lake,

PROPRIETOR'S CERTIFICATE
PLAT OF SOUTHERN HILLS FIRST ADDITION

KNOW ALL MEN BY THESE PRESENTS:

That West Okoboji Harbor, Inc., has caused the following described property:

The North Half of the Southwest Quarter of Section 9, Township 99 North, Range 36, West of the 5th P.M., Dickinson County, Iowa;

being that tract of land shown in the Plat known as Southern Hills First Addition, 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 Robert V. Bendixen, L.S., Jacobson-Westergard & Associates, Inc., who surveyed, staked and platted the same. This subdivision, as it appears on the attached, is with the free consent and in accordance with the desire of the proprietor, West Okoboji Harbor, Inc.

The property being platted is hereby subjected to protective covenants which are attached hereto.

All streets, avenues, circles, courts and easements as shown on the plat are hereby dedicated to the public for street and utility purposes.

IN WITNESS WHEREOF, West Okoboji Harbor, Inc., the owner and proprietor of the land described in the attached plat does hereby execute this Proprietor's Certificate.

WEST OKOBOJI HARBOR, INC.

By: August R. Scheppmann
August R. Scheppmann, President

STATE OF IOWA, COUNTY OF DICKINSON, ss:

On this 19th day of December, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared August R. Scheppmann, to me personally known, who being by me duly sworn, did say that he is the President 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 August R. Scheppmann 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.

Tammy Stine
Notary Public - State of Iowa



8 - 01

Extension of Entry # 34

11:39am
Dec. 19, 2001

PROTECTIVE COVENANTS
THE PLAT OF SOUTHERN HILLS FIRST ADDITION
SPIRIT LAKE, DICKINSON COUNTY, IOWA

1. These Protective Covenants shall apply to Lots 1 through 99 within this subdivision. They shall not apply to any out lots. However, at such time as the out lots are subdivided, Developer reserves the right to incorporate any such subdivisions into these covenants so that these covenants shall uniformly apply to Southern Hills First Addition and to all such additional subdivisions.

2. Except for Developer's reserved rights, all Lots shall be single family residential lots and used solely as such. No structures shall be erected except residences plus a garage or other usual outbuilding for use in connection therewith. No outbuilding shall be allowed which is susceptible of being occupied for residential purposes and no garages, structures, or other outbuildings 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 excepting a one-person, one-room professional office or service office operated by a lot occupant. All single family residential properties shall have an attached garage. Garages may not be built independently of a residence on the same lot. All driveways shall be hard surfaced.

Notwithstanding the preceding paragraph however, the Developer may designate Lots for residential uses other than single family. If the Developer elects to so designate any lots it may file such a designation with the Dickinson County Recorder's office and such designation may include restrictions upon such usage. However, no such designation may permit use of any lot for a non-residential use.

All outbuildings must conform to the exterior design and appearance of the principal residence.

3. No recreational vehicles shall be parked within the subdivision except inside a garage. Recreational vehicles shall be defined as travel trailers, motor homes, campers, boats, snowmobiles and shall include trailers. No trucks of larger than one ton size shall be maintained, parked or kept overnight for any purpose on the property in the subdivision except for vehicles which are making deliveries to, picking up property from or providing services to the premises. All parking shall be on hard surface areas only.

No building of any kind or for any purpose, may at any time be moved to and upon any of the lots, except new construction (construction trailers or buildings shall be permitted during construction period.) A new home that is substantially completed elsewhere and is moved onto the foundation is allowed if the home meets the requirements of the Uniform Building Code.

No fence or hedge shall be erected or maintained on the property which shall unreasonably restrict or block the view from an adjoining lot.

4. All garages shall be used only for cars, pick-ups, recreational vehicles and storage of small residentially used items. This shall not prohibit use of any outbuilding or garage for a personal workshop.

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

6. All exterior construction shall be completed within twelve (12) months from commencement of construction. No open carports shall be permitted.

7. 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, except for Developer's reserved rights in Paragraph 2 above.

8. 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. 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 or other outbuilding. Solid waste may be placed at curbside for collection only in disposable containers such as plastic bags. Permanent containers such as garbage cans shall not be permitted at curbside for collection. Solid waste shall not be placed at curbside prior to 6:00 o'clock a.m. on the date of scheduled collection.

9. 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.

10. No animals shall be kept on the premises. This shall not prohibit 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 two dogs and two cats per dwelling unit shall be permitted.

No dog kennel run may be constructed with dimensions in excess of 5 feet by 20 feet. It shall be attached to the dwelling and shall not extend more than 10 feet beyond the dwelling in any direction. All dog kennel runs shall be in the back yard or, in the case of a corner lot, in one of the side yards.

11. No propane, heating oil tanks, gasoline or other fuel tanks of any kind shall be permitted. This shall not be construed to prohibit gas grills.

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

13. 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 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.

14. 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.

15. In the event the parties hereto, their heirs, assigns or any other owner of lots within Southern Hills First Addition 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.

16. 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.

17. These covenants can be amended by the owners of 75 percent of the lots in this subdivision.

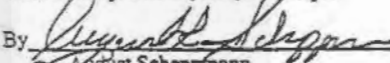
Any amendment must be reduced to writing, signed by the required number of owners and shall be effective upon filing with the Dickinson County Recorder.

Notwithstanding the above, no amendment shall be effective without Developer's consent as long as Developer owns one or more lots within the subdivision.

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

West Okatoji Harbor, Inc., Developer

By


August Scheppmann

CERTIFICATE OF SURVEY

I, Robert V. Bendixen of Jacobson-Westergard & Associates, Inc., do hereby certify that I am a licensed land surveyor under the laws of the State of Iowa, Iowa License No. 9017, that at the instance and request of West Okoboji Harbor, Inc., I surveyed the tract of real estate located in Dickinson County, Iowa, described on the Proprietor's Certificate for the purpose of subdividing and platting said real estate into an addition to be known as Plat of Southern Hills First Addition, Spirit Lake, Dickinson County, Iowa, the plat of which is attached hereto and made a part of this certificate. The real estate was surveyed under my direction and the same was staked out and platted into 99 separate lots and 19 outlots as shown on said plat; the plat is a true and correct plat of said addition and sets forth the boundaries thereof with the size and dimensions of all lots in accordance with said survey and the streets serving all of said lots are shown on said plat. I further certify that the corners of all lots are marked with 5/8" x 30" yellow capped rebar and that all dimensions of said plat are shown in feet and decimals thereof.

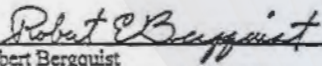
IN WITNESS WHEREOF, I have hereunto signed by name this 13th day of December, 2001.


Robert V. Bendixen, License No. 9017
Jacobson-Westergard & Associates, Inc.

APPROVAL OF THE PLANNING AND ZONING COMMISSION
OF THE CITY OF SPIRIT LAKE, IOWA

The undersigned, Robert Bergquist, being the Chairman of the Planning and Zoning Commission of the City of Spirit Lake, does hereby certify that the Plat of Southern Hills First Addition, City of Spirit Lake, Dickinson County, Iowa, has been submitted to said Planning and Zoning Commission of the City of Spirit Lake for its approval; that the plat has been found to be in conformity with the laws of the State of Iowa and the ordinances of the City of Spirit Lake and that therefore said Planning and Zoning Commission has approved said Plat on the 26 day of November, 2001, and has recommended approval of same by the City Council of the City of Spirit Lake, Iowa.

Dated this 26 day of November, 2001.


Robert Bergquist
Chairman of Planning and Zoning
Commission of the City of Spirit Lake, Iowa

RESOLUTION NO. 01-68

A RESOLUTION ADOPTING
PLAT OF SOUTHERN HILLS FIRST ADDITION
CITY OF SPIRIT LAKE, IOWA

WHEREAS, the City of Spirit Lake, State of Iowa, is a duly organized municipal corporation; and

WHEREAS, the Plat of Southern Hills First Addition, is located in the City of Spirit Lake, Iowa; and

WHEREAS, there has been presented to the City Council by the Planning and Zoning Commission, a recommendation for approval of the final plat of Southern Hills First Addition, City of Spirit Lake, Iowa; and

WHEREAS, the Developer and the City of Spirit Lake have entered into an agreement with regard to construction of improvements within the plat, a copy of said agreement attached hereto and by this reference incorporated herein.

NOW, THEREFORE, IT IS HEREBY RESOLVED that with the above resolution the final plat of Southern Hills First Addition, City of Spirit Lake, Iowa, be and the same is hereby approved as presented and the Mayor and Clerk are directed to certify the Resolution which shall be affixed to said plat.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Spirit Lake, Iowa this 27th day of November, 2001.

AYE: YOUNG, McNEERTON, YOUNG, RICKER, COSEWS

NAY: NONE

ABSENT:

Eric Nielsen
Eric Nielsen, Mayor

ATTEST:

Peter Hegeman
Peter Hegeman, City Clerk

I, Peter Hegeman, City Clerk of the City of Spirit Lake, Iowa, hereby certify that the above and foregoing is a true copy of the resolution adopted by the City of Spirit Lake on the date aforesaid, as shown by the records of the City of Spirit Lake, Iowa.

Peter Hegeman
Peter Hegeman, City Clerk

WEST OKOBOJI HARBOR, INC. AGREEMENT

THIS AGREEMENT made on December 11, 2001, by and between The City of Spirit Lake, Dickinson County, Iowa, hereinafter referred to as "City" and West Okoboji Harbor, Inc. hereinafter referred to as "Developer".

RECITALS

WHEREAS, Developer is in the process of purchasing the property described in Exhibit A attached hereto and by this reference incorporated herein, which will be developed into a manufactured home and affordable housing development in the City of Spirit Lake, Iowa, which will be named Flat of Southern Hills, hereinafter referred to as "Development",

WHEREAS, in conjunction with such Development, the City and Developer have undertaken or will undertake a program of construction of infrastructure and improvements, including but not limited to, streets, curb and gutter, water, sanitary sewer, storm sewer, electrical, gas, and phone, at substantial cost to the City and Developer with the mutual intent to provide affordable housing in the City of Spirit Lake;

WHEREAS, the parties wish to establish between themselves their various obligations, duties and responsibilities,

NOW THEREFORE, in consideration of the promises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

RESPONSIBILITIES OF THE DEVELOPER

- A. Developer agrees to construct Development in substantially the form set forth in Exhibit B and offer the same to the public as lots for manufactured homes (constructed to comply with the Iowa State Building Code for modular factory built structures) and other affordable housing. The Development shall consist of:
1. Lots for rent or sale specifically designed for manufactured homes and other affordable housing. Said lots will be sized according to City of Spirit Lake zoning regulations.
 2. Entrance and entrance sign on Hill Avenue which will identify the Development as a quality neighborhood.
 3. Green spaces for the residents use and enjoyment.
 4. Property covenants which will ensure the integrity of the Development and promote pride of home ownership.
- B. The development of the property shall be completed in phases: The first phase will commence by May 1, 2001, contingent upon the best efforts of the City to complete street and sewer construction, and to include the portion of property immediately west of Hill Avenue. Phase One shall include Lots 1-99. Construction of additional phases will be commenced as soon as 50% of the previous phase lots are occupied, rented, or sold. Future phases will include Lots 100-254, plus or minus depending on adjustments in future phases.
- C. Developer will enter into contracts for the services or installation of the following:
1. Engineering of general plat.
 2. Grading of the Development lots.
 3. Electrical service.
 4. Telephone service.
 5. Cable television.
 6. Natural gas (if available).
 7. Sidewalks. Sidewalks shall be constructed on a schedule to be determined by City.
 8. Entrance sign and landscaping on Hill Avenue and other future streets.

9. Green space parks.
10. Management offices or other amenities of the Development.
- D. Developer agrees to comply with the current laws of the State of Iowa and the Municipal Code of the City in the development and construction of the Development.
- E. Should any easements for Development be required for the construction of public improvements, including but not limited to water, sewer, storm sewer, lighting and streets, same shall be granted by Developer and conveyed to City at Developer's cost. Such easements shall be dedicated to the City at no cost to the City.
- F. Developer agrees to set lot rental rates at competitive market rates to promote the Development and offer affordable housing for City of Spirit Lake residents.
- G. The parties agree that the average sale price of the lots cannot exceed \$1.44 per square foot. This average price shall be the result of dividing the total selling price of all the lots by the square footage of all the lots. Developer may sell lots for more or less than \$1.44 per square foot on an individual lot basis, but the total selling price of all lots cannot average more than \$1.44 per square foot.
- H. The parties agree that upon the sale of any lot the City shall receive 9 % of the result of multiplying the square footage of each lot by \$1.44. The lots shall be listed with a local realtor chosen by the Developer. The realtor shall be a realtor with sufficient professionalism, market knowledge and resources to effectively market the properties. Developer agrees to enter into an agreement with such realtor which includes an obligation of the realtor to pay the fee in from realtor trust funds to the City. This rebate to the City shall apply to lots sold by Developer to other parties.
- I. The parties agree that if a lot is leased, the City shall receive 1 % of the result of multiplying the square footage of the lot by \$1.44 at the end of each lease year for a total of 9 years. If the lot is sold during the 9 year time period, the balance of the total 9 % shall be due to City upon the closing of the lot sale.

RESPONSIBILITIES OF THE CITY

- A. City will perform the construction or enter into contracts for the construction of and maintain the following infrastructure within the development as set forth in Exhibit B:
1. Streets.
 2. Curb and gutter for streets and grading of streets. The curb and gutter must be of the low profile or "roll-over" style to facilitate the installation of manufactured homes.
 3. Water.
 4. Sanitary sewer.
 5. Storm sewer and storm sewer holding areas (if needed).
 6. Water and sewer stub-ins to lots.
 7. Individual water meters consistent with other residential areas of the City.
 8. Street lighting.
 9. Engineering of City installed infrastructure.
- B. City agrees to waive any utility hook-up fees for any leasing resident. Hook-up fees will be charged to any resident purchasing a lot. Hook-up fees will be charged to a resident who purchases a lot which had been leased without hook-up fees.
- C. City agrees to annex subject property and zone Development property for manufactured homes (constructed to comply with the Iowa State Building Code for modular factory built structures).
- D. City agrees that it shall be solely responsible for the approval of the design of the infrastructure and improvements to be constructed and maintained by the City and that such design will meet all applicable city, state, and national standards.

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- E. City agrees to accept ownership of and maintain the streets, street lighting, water lines, sewer lines, storm sewers, and all other infrastructure normally owned and maintained by the City in other developments. City agrees to bill individual lot residents for city services such as water, sewer, garbage, and other services normally provided by the City in other developments.
- F. Following its approval of the design, City shall hold Developer harmless from any claims arising should the design not meet applicable city, state or national standards. This shall not exempt the Developer from any claims arising from their negligence in the event they participate in the construction of the infrastructure and improvements.
- G. City shall use its best efforts to commence construction of the infrastructure described in this Section no later than May 1, 2001.

GENERAL PROVISIONS

- A. This agreement shall be binding on the parties and their successors and assigns.
- B. This agreement shall be interpreted according to the laws of the State of Iowa.
- C. The Developer reserves the right to offer other affordable housing alternatives within the Development. Developer reserves the right to alter the Development plan, phases, or zoning, subject to the approval of City, in order to adapt to changing market or economic conditions.
- D. Any notice, demand or communication under this agreement by either party to the other shall be sufficiently given if it is dispatched by regular mail, postage prepaid, or delivered personally as follows:

Developer, to:	James T. Nodland, Secretary West Okoboji Harbor, Inc. 15532 Landings Ave. Spirit Lake, IA 51360	August R. Scheppmann Box 364 Spirit Lake, IA 51360
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City, to: City of Spirit Lake, Iowa
1803 Hill Avenue
Spirit Lake, IA 51360
Attn: Peter Hegeman, City Administrator

- E. Developer and City agree to cooperate in the execution and recording of any and all documentation necessary to ensure that the share of the lot sales rebated to the City shall have a prior security interest to any mortgages placed of record against the lots.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be duly executed as of the date and year first above written.

City of Spirit Lake, Iowa
By: Eric Nielsen
Eric Nielsen Mayor

West Okoboji Harbor, Inc.
By: James T. Nodland, Sec
James T. Nodland, Sec.

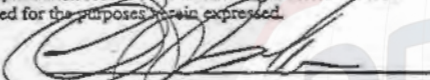
Attest:
Peter Hegeman
Peter Hegeman City Clerk

STATE OF IOWA

COUNTY OF DICKINSON

On this 11 day of December, 2001, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally appeared Eric Nielsen, Mayor of the City of Spirit Lake, Iowa and Peter Hegemsa, City Clerk of said City, each being to me personally known to be the identical persons and officers named in the foregoing instrument, who executed the same under and by virtue of the authority vested in them by the City Council of said City, and each for himself acknowledged the execution thereof to be his voluntary act and deed for the purposes herein expressed.

EARL H. MAAHS
Commission Number 148832
MY COMMISSION EXPIRES
12/31/03

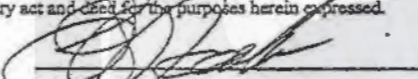

NOTARY PUBLIC

STATE OF IOWA

COUNTY OF DICKINSON

On this 30th day of November, 2001, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally appeared James T. Nodland, being to me personally known to be the identical person and officer of West Okoboji Harbor, Inc. named in the foregoing instrument, who executed the same under and by virtue of the authority vested in him by said Corporation, and for himself acknowledged the execution thereof to be his voluntary act and deed for the purposes herein expressed.

EARL H. MAAHS
Commission Number 148832
MY COMMISSION EXPIRES
12/31/03


NOTARY PUBLIC

RE/MAX

RE/MAX

ASSESSOR'S CERTIFICATE

I, Patricia Dodds, Dickinson County Assessor, do hereby certify that a copy of the Southern Hills First Addition, Dickinson County, Iowa, has been duly filed in my office this date as required by law.

Dated this 19 day of December, 2001.



Pat Dodds by Stephanie Soder
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 Southern Hills First Addition, Dickinson County, Iowa, as shown on the Plat attached hereto.

Dated this 19 day of December, 2001.



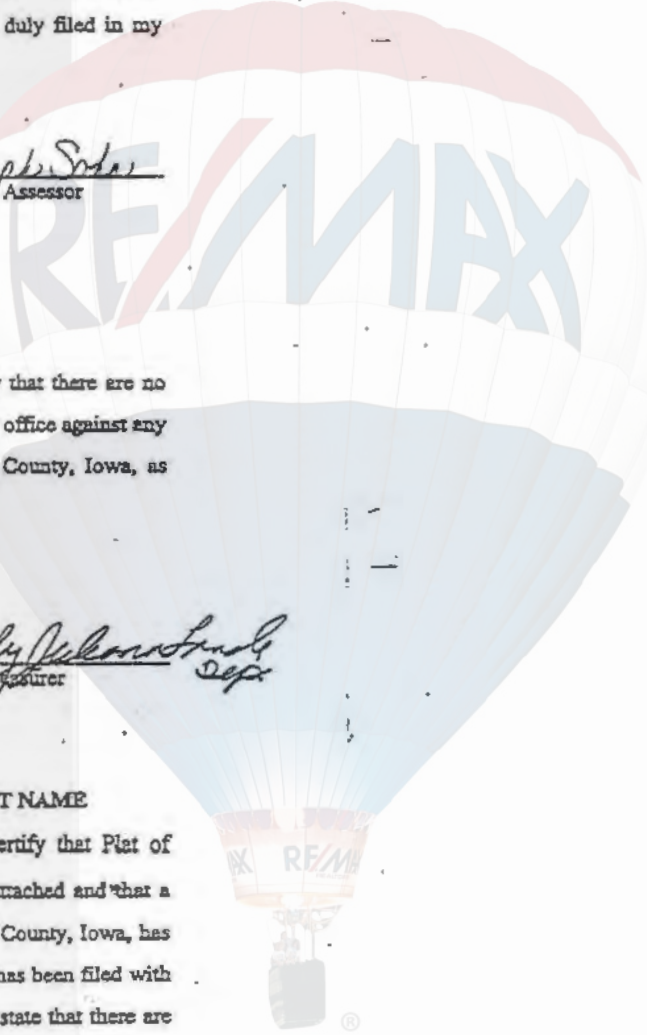
Linda M Voss by Deborah Soder
Linda Voss, Dickinson County Treasurer

AUDITOR'S CERTIFICATE AND APPROVAL OF PLAT NAME

I, Nancy Reiman, Dickinson County Auditor, do hereby certify that Plat of Southern Hills First Addition is approved as the name for the Plat attached and that a copy of the attached Plat of Southern Hills First Addition, 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 19th day of December, 2001.

Nancy Reiman
Nancy Reiman, Dickinson County Auditor



ATTORNEY'S ABSTRACT OPINION

I, James C. Ladegaard, of the firm of Ladegaard, Maahs & Owens, 708 Lake Street, Box AK, Spirit Lake, Iowa, pursuant to the provisions of Section 354.11 of the 2001 Code of Iowa hereby certify that I am an attorney at law admitted to practice in the State of Iowa; that I have examined the abstract of title to the real property included in the Plat of Southern Hills First Addition, Dickinson County, Iowa, which property is legally described in the Proprietor's Certificate to which this opinion is attached and that I am of the opinion that fee simple title to the above described property is owned and vested in West Okoboji Harbor, Inc., subject to a Mortgage by West Okoboji Harbor, Inc., to Security State Bank, dated and filed March 30, 2001 in Mortgage Record 186, Page 183.

This examination is based upon an abstract of title containing 42 entries numbered one through 42, inclusive, prepared in accordance with the provisions of Chapter 614.29 through 614.38 of the Code of Iowa, Chapter 11 of the Iowa Land Title Examination Standards and the abstracting standards of the Iowa Land Title Association and last certified by Cornell Abstract Company to Reels 17, 2001 at 11:39 A.M.



James C. Ladegaard
Attorney at Law
Ladegaard, Maahs & Owens
708 Lake Street, Box AK
Spirit Lake, IA 51360

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THE PLAT OF SOUTHERN HILLS FIRST ADDITION
SPIRIT LAKE, DICKINSON COUNTY, IOWA

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9. 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.

10. No animals shall be kept on the premises. This shall not prohibit 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 two dogs and two cats per dwelling unit shall be permitted.

No dog kennel run may be constructed with dimensions in excess of 5 feet by 20 feet. It shall be attached to the dwelling and shall not extend more than 10 feet beyond the dwelling in any direction. All dog kennel runs shall be in the back yard or, in the case of a corner lot, in one of the side yards.

11. No propane, heating oil tanks, gasoline or other fuel tanks of any kind shall be permitted. This shall not be construed to prohibit gas grills.

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

13. 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 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.

14. 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.

15. In the event the parties hereto, their heirs, assigns or any other owner of lots within Southern Hills First Addition 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.

16. 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.

17. 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 Developer's consent as long as Developer owns one or more lots within the subdivision.

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

West Okotoji Harbor, Inc., Developer

By 
August Schepfmann