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RESTRICTIVE AND PROTECTIVE COVENANTS**SUNRISE BAY ESTATES****Restrictive Covenants:**

Lots one (1) through five (5) inclusive contained in the Plat of Sunrise Bay Estates shall be used only for the following uses and purposes and subject to the following conditions, and governed, where applicable by the majority vote of the Sunrise Bay Estates lot owners, with each of the five (5) lots being entitled to one vote. The chairman of such lot owners shall be the most senior (in time of lot ownership) owner and the Secretary-Treasurer shall be the second most senior owner, unless the lot owners by a majority vote shall agree otherwise, and those officers shall continue to serve until their successors are so elected and qualified.

USE OF LOTS: All lots in this subdivision shall be known, described and used only for a single family residential lots, and subject to provisions of City of Spirit Lake Zoning Ordinances. Each lot owner shall construct a permanent garage to be used solely for by the occupants of that lots dwelling units and the garages shall not be closer than twenty-five (25) feet to this subdivision's street.

FRONT YARDS: The front (lakeside) yards, side yards and rear yards setback requirements shall comply with those measurements indicated on the original engineers plat and description of Sunrise Bay Estates and also governed by the City of Spirit Lake Zoning Ordinance.

STRUCTURE RESTRICTIONS: No building, fence, wall, or other structure shall be constructed in this subdivision until the plan

427.

and specifications and plot plan, showing the nature, kind, shape, height, materials, floor plan, exterior color scheme and location of such structure and the completed grading and landscaping of the lot to be built upon, shall have been submitted to and approved by a majority vote of the Sunrise Bay Estates Lot Owners Committee. However, all retaining walls at the lake side shall be between dwellings unless otherwise approved. Furthermore, any such retaining walls must be approved by the Lot Owners Committee and the committee shall have the right to refuse to approve any such plans, specifications, grading plans, and the like which are not suitable or desirable, in their opinion for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plans, they have the right to take into consideration the suitability of the proposed building or other structure, and the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with its surroundings and the effect of the building or other structure as planned, on the outlook from the adjacent neighboring property. All decisions of the Lot Owners Committee shall be final and no lot owner or other parties shall have recourse against the committee for their refusal to approve any such plans and specifications or plot plan, including lawn area and landscaping.

LOT SIZE: No lot shall be sub-divided except that fractional lots may be added to an adjoining lot and in such event the lot or lots attached to said fractional lot shall be governed by the restrictions herein contained as those said tract were a single lot.

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BUILDINGS: No single family residential dwelling shall have a ground floor area of less than twelve hundred (1,200) square feet,



exclusive of open porches, basements, breezeways, patio areas, or garages; and such dwelling or building shall be of new masonry or

BUILDINGS: No single family residential dwelling shall have a ground floor area of less than twelve hundred (1,200) square feet, exclusive of open porches, basements, breezeways, patio areas, or garages; and such dwelling or building shall be of new masonry or frame or other material approved by the Lot Owners Committee. All dwellings are required to have a walkout basement on the lakeside, unless otherwise approved by the Lot Owners Committee. No construction of accessory buildings on the lot will be allowed. No permanent dwelling shall be constructed upon any utility easements.

The Lot Owners Committee approval shall be good for only a six (6) month period from the date of approval by the Committee and if said construction is not adequately commenced within that period of time a new approval will need to be obtained. All exterior construction shall be completed within twelve (12) months of commencement of construction, including at least the final grading and initial landscaping.

EXCAVATED DIRT: Excavated dirt and fill from basements and building areas shall not be removed from the lot or at least from the subdivision unless the same shall be approved in writing by the Lot Owners Committee. It is anticipated that substantial fill material will be needed on one or more of the lots of this subdivision, particularly lot one (1) as it presently exists.

CARE OF LOTS: The owners of all lots in this subdivision shall at all times keep the same free and clear of all obstructions, debris, and obnoxious growths. No boats, trailers, campers, motorcycles, snowmobiles, all terrain vehicles, tent trailers, house trailers, mobile homes, fish houses, or other like vehicles

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or structures shall be stored or kept upon any lots except when enclosed within a garage or similar permitted structure. No outside toilets, bathrooms, and sanitary conveniences shall be connected to the sanitary sewer within this subdivision and all waste, refuse, or garbage shall be disposed of in a manner consistent with the regulations of the City of Spirit Lake, the Dickinson County Health Department, and good sanitation practices. In this regard operable motor vehicles may be kept and stored outside of a garage, but on an appropriate surfaced parking area so long as they are in regular and continual usage, likewise motorcycles, snowmobiles, all terrain vehicles (ATVs) are allowed during the appropriate season, but parked within the close proximity of the lots dwelling units. Campers or trailers of persons visiting the residence of the addition may not remain in the addition for more than three (3) nights per month and no overnight parking of commercial vehicle of a classification of one (1) ton or more shall be permitted on any of the lots or streets herein.

It is anticipated that appropriate enclosed area for dumpsters for the garbage, trash and debris of the subdivision may be furnished.

Because this subdivision is unique with all five (5) of its building lots having lakeshore access to East Lake Okoboji, it is recognized that the lot owners probably will have a need to store on their lot during the off-season appropriate dock building materials and/or boat hoists or ramps. It is anticipated that the Lot Owners Committee will attempt to establish reasonable rules and

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regulations concerning the aesthetic view of these stored materials and objects, but the lot owners recognize that it may not be the most desirable to impede a nice front lawn lake scene with such storage during the off-season for yourself or your immediate neighbors.

BUILDING HEIGHT: The height of structures on lots one through five (1-5), inclusive, shall be governed by the City of Spirit Lake Building Zoning Ordinances.

MISCELLANEOUS PROVISIONS: No building of any kind or for any purpose may at any time be moved to or upon any of the lots, except new construction which meets approval of the Lot Owners Committee (construction trailers or buildings shall be permitted during construction period). No owner of any lot may directly or indirectly permit the use of his lot in such a manner as to become a nuisance or annoyance in the neighborhood, of which the Owners Association shall be the judge.

No temporary structure, tent, trailer, etc. shall be used a temporary residence on any of the lots.

No advertising or billboards shall be permitted on the premises except a "For Sale" sign no larger than two (2) square feet in area, which sign shall pertain only to the premises upon which it is located, and should be near the street side of the lot. However, entrance monuments and signs pertaining to the subdivision as a whole, or to the common area of the subdivision will be allowed upon design committee approval and must be located within the common area. Owner identification signs shall be subject approval from the developer.

407.

(3/20th) for Lot Two (2), one-fifth (1/5th) for Lot Three (3), one-fourth (1/4th) for Lot Four (4), and three-tenths (3/10th) for Lot Five (5).

RUNOFF WATER: All roof runoff water must be tiled to the lakeside and released there.

UTILITIES: All utility transmission lines shall be underground; no overhead utility lines shall be permitted.

OUTSIDE ELECTRICITY: All lot owners shall share equally all electrical cost of outside landscape lighting.

TREES: Trees shall not be cut down or removed from the lot unless they are dead or located such that will interfere with the structure that has been accepted by the Lot Owners Committee, or a driveway, porch or patio. Any tree which is determined to be diseased that it could be detrimental to surrounding trees, must be immediately removed and if not removed within fourteen (14) days' time after such diagnosis is made, the Lot Owners Committee may have the tree removed and disposed of at the expense of the appropriate lot owner.

ACCEPTANCE: The owner of each vacant lot of dwelling unit, or a contract purchaser of either, and each person acquiring an interest in any vacant lot or a dwelling unit, by acceptance of the instrument by which such interest is acquired, agrees to abide by and be bound by these restrictions, covenant and all of the provisions of the platting procedures including the provisions for and governing the Lot Owners Committee.

DURATION: The foregoing covenants shall run with the land, as here in platted and are binding upon all parties and all persons

407

