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WELL USAGE AGREEMENT

WHEREAS there is a well presently located on Lot 67 of Okoboji Harbor which provides water to the lots located in the plat of West Okoboji Harbor, First Addition to West Okoboji Harbor and Second Addition to West Okoboji Harbor, and

WHEREAS said well is managed by the West Okoboji Harbor Lot Owners Association, and

WHEREAS Thoralf Nodland, Carl A. Ruby, August R. Scheppmann, R.J. Halverson and William G. Shafer are the owners of property shown in the attached Exhibit "A" which is a property commonly referred to as The Gerk's Resort area, and

WHEREAS Alta Nodland, Ardyce Scheppmann, Alta Ruby, Bonnie Halverson and Lori Shafer are the spouses of the above named owners of Gerk's Resort, and

WHEREAS there is a well located on said property immediately to the north of said Lot 67, West Okoboji Harbor, and

WHEREAS said well serves the Gerk's Resort property, and

WHEREAS the above parties wish to enter an agreement relative to such wells,

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. That the well on Lot 67, West Okoboji Harbor, shall remain the primary water source for all lots in West Okoboji Harbor, First Addition to West Okoboji Harbor and Second Addition to West Okoboji Harbor.

2. That the well located on the Gerk's property immediately to the north of Lot 67 of West Okoboji Harbor shall remain as the primary source of water for the Gerk's property.

3. That in the event an emergency of any nature arises to cause either well to be inadequate to provide water to those using said well, water may be drawn from the other well.

4. That this right to draw water from the well of the other party shall be on an emergency basis only and shall be temporary until such time as the emergency is abated and the affected well is once again restored to usefulness.

5. The party whose well has become inadequate to provide water shall promptly take such measures as shall be appropriate to restore the well to usefulness.

6. The purpose of this agreement shall be that all parties served by either of the above wells shall not have interrupted service, and this

agreement shall be interpreted accordingly.

7. Nothing in this agreement shall be construed to prevent lots located in the First Addition to West Okoboji Harbor or Second Addition to West Okoboji Harbor from having the right to receive water from the well located on Lot 67 described above.

WEST OKOBOJI HARBOR LOT OWNERS ASSN.

by Stan Meyer  
Stan Meyer, President

by Anita Bockman  
Anita Bockman, Secretary

STATE OF IOWA )  
DICKINSON COUNTY)ss:

On this 15<sup>th</sup> day of October, 1983, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Stan Meyer and Anita Bockman, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of said West Okoboji Harbor Lot Owners Association; that no seal has been procured by the said Association; that said instrument was signed on behalf of said Association by authority of its Board of Directors; and that the said Stan Meyer and Anita Bockman, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said Association, by it and by them voluntarily executed.

[Signature]  
Notary Public in and for said County and State

Thoralf Nodland  
Thoralf Nodland

Alta Nodland  
Alta Nodland, his wife

Carl A. Ruby  
Carl A. Ruby

Alta Ruby  
Alta Ruby, his wife

August R. Scheppmann  
August R. Scheppmann

Ardyce L. Scheppmann  
Ardyce L. Scheppmann, his wife

R. J. Halverson  
R. J. Halverson

Bonnie Halverson  
Bonnie Halverson, his wife

William G. Shafer  
Sworn to and subscribed before me  
this 5<sup>th</sup> day of Oct, 1983  
STATE of Iowa  
County)ss:

Lori Shafer  
Lori Shafer, his wife

On this 23<sup>rd</sup> day of November, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thoralf Nodland and Alta Nodland, husband and wife, to me known to be the identical persons named in and who executed the within the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Linda Snyder  
Notary Public in and for said County and State

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES APRIL 6, 1987

Filed at 1:07 P.M.  
Oct 8, 1986

#1294

FEE \$5.00

AMENDMENT TO RESTRICTIVE COVENANTS  
OF THE PLAT OF WEST OKOBOJI HARBOR

The restrictive covenants contained in the Plat of West Okoboji Harbor, Dickinson County, Iowa, which are part of the platting filed December 31, 1970 and recorded in Plat Book 7, page 84, are hereby amended to contain the additional covenants as follows:

ROOF HEIGHT: The maximum height of a one story structure, (Ref. Lots 1 thru 18 inclusive of West Okoboji Harbor and Lots 3 thru 7 inclusive of the Furman Annexation) shall not exceed that of the average existing One Story Single Family Dwelling in the referenced Lots. Excluded are normal vents and chimney closures, subject to the approval of the Design Committee.

OUTSIDE LIGHTING: Lot Owner outside lighting, dwelling, yard and dock areas, shall be restricted to a decorative type yard light or dwelling attached flood lighting. Excluded are large wood or steel electrical pole type security lights and/or vapor lights.

CERTIFICATION

STATE OF IOWA        )  
                          )    ss:  
DICKINSON COUNTY    )

I, Anita Bockman, being first duly sworn, do upon oath depose and state that I am the Secretary of the West Okoboji Harbor Lot Owners' Association and that the foregoing Amendment to Restrictive Covenants was duly adopted at the annual meeting of the members of the West Okoboji Harbor Lot Owners Association held on July 19, 1986 and that I was directed to cause this Amendment to Restrictive Covenants to be recorded at the Dickinson County Recorder's Office.

Anita Bockman  
Anita Bockman

Subscribed and sworn to before me by Anita Bockman this 6 day of October, 1986.

Earl J. [Signature]  
Notary Public, Dickinson County, Iowa

RECORDED  
9-8-86

Filed at 3:12 P.M.  
Dec. 19, 1988

#2480

FEE \$5.00

AGREEMENT

It is hereby agreed by the Lot Owners Association of West Okoboji Harbor (Harbor) and the Lot Owners Association of the First and Second Addition to West Okoboji Harbor (Harbor Addition) to merge the Harbor Addition into the Harbor to form one association under the following terms:

1. The harbor wall and boardwalk of the Harbor adjacent to Lots 14 to 17, inclusive, and Lots 60 to 65, inclusive, will be repaired at the expenses of the Harbor. If the Harbor's bank balance prior to the merger does not cover the repair expense, the members of the Harbor shall be assessed separately from the Harbor Addition if a merger has already taken place.
2. The road of the Harbor Addition named Harbor Drive will have crack repair and seal coating completed in the spring of 1989. The assessment for this repair has been collected and is part of the funds turned over to the Harbor. The Harbor acknowledges this and will be responsible to pay this improvement when complete from the merger fund.
3. The Harbor acknowledges the fact that the Harbor Addition has made improvements to the Harbor Addition's harbor wall, boardwalk, streets, and streetlights and when merged shall accept responsibility for any future expenses for these items. The Harbor Addition agrees that all expenses of the merger association will be paid from the association fees billed to each member, except for the harbor wall and boardwalk repair outlined in #1 and any expense arising from lawsuits or legal action that has been acknowledged by both parties, specifically a building dispute with Pete Stenoil and a mailbox dispute with Jim Boles. Any expense resulting from these actions shall be assessed to the members of the Harbor separate from the members of the Harbor Addition.
4. The Harbor and Harbor Addition acknowledge that the following conditions exist regarding this merger:
  - a) A water hookup fee of \$300 shall be assessed to any new house built in the merged areas.
  - b) There shall be one vote for each association fee paid, regardless of multi-family structures.
  - c) The Board of Directors shall include the Harbor Addition's Board of Directors until the next election.
  - d) The restrictive covenants of each Platting to West Okoboji Harbor shall remain in force for the respective plat.
  - e) The Bylaws of the Harbor shall be the common Bylaws of the merged association.
  - f) Any vacant lots owned by West Okoboji Harbor, Inc., Nodland Investment Corporation, or August R. Schepmann shall pay 1/2 the association fee set by the merged association.
  - g) Boat hoists and docks shall be prohibited from extending more than 15 feet from the harbor wall except where impractical. The number of hoists per single family dwelling shall be no more than two, and no more than one per unit of a multi-family dwelling.
  - h) The Harbor Addition shall turn over any funds collected from association fees, road assessments, or water hookup fees to the Harbor treasurer after the merger.

Dated this 17<sup>th</sup> day of December, 1988.

Lot Owners Association of West Okoboji Harbor (Harbor)  
 By [Signature] President      By [Signature] Secretary

Lot Owners Association of the 1st and 2nd Addition to West Okoboji Harbor (Harbor Addition)  
 By [Signature] President      By [Signature] Secretary

STATE OF IOWA, WYCKHAWSON COUNTY, SS:

On this 17<sup>th</sup> day of December, 1988, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared ANITA BOCKMAN and EVING BOCKMAN, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the association executing the within and foregoing instrument; that the instrument was signed on behalf of the association by authority of its Board of Directors; and that See and PRES as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the association, by See and See voluntarily executed.

[Signature]  
Notary Public in and for said State

STATE OF IOWA, WYCKHAWSON COUNTY, SS:

On this 17<sup>th</sup> day of December, 1988, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared VERNON BOSS and AMES T. MADDOCK, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the association executing the within and foregoing instrument; that the instrument was signed on behalf of the association by authority of its Board of Directors; and that See and See as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the association, by See and See voluntarily executed.

[Signature]  
Notary Public in and for said State

LOT OWNERS ASSOCIATION.

"The proprietors of the area platted hereby create and establish an organization to be known as 'Lot Owners Association'. Each owner and each contract purchaser of a lot in the plat shall be entitled to be a member of said association. Membership shall commence upon issuance of a Membership Certificate. In the event more than one person or entity holds title to a lot or in the event of a Contract of Sale of a lot, the membership shall belong to such person or entity as they among themselves determine, but in no event shall there be more than one membership for each lot. For each lot there shall be a membership and accordingly one person shall be entitled to as many memberships as he has lots owned by him. Each membership certificate shall entitle the holder thereof to one vote at the membership meetings. A membership certificate shall not be transferred or assigned to any person or entity other than a record owner of a lot, a contract purchaser of a lot, or such as a court of proper jurisdiction may determine.

Membership Certificates shall be issued by the secretary of the Lot Owners Association who shall keep a record of the same. In the event a member ceases to be a lot owner, or a contract vendor or vendee, the membership shall be automatically cancelled or assigned and transferred to the new owner, and a record thereof made on membership records. Upon receipt of a Membership Certificate issued by the secretary of said Association, the member shall pay the Association dues of \$5.00 which shall be good for a period of twelve months from the date of issue thereof, and one certificate may evidence more than one membership. Only payment of membership annual dues shall entitle an owner to a Membership Certificate and the owner of each membership shall have one vote at all member meetings.

The Association of members shall annually elect a Board of Governors of said Association, which shall consist of a Chairman, Vice Chairman, Secretary-Treasurer, and not more than four other persons, all of whom shall hold at least one membership. Until the first annual meeting of members as hereinafter provided the Board of Governors shall be: August R. Scheppmann, Okabene, Minnesota, Chairman; Tory Nodland, Spirit Lake, Iowa, Vice Chairman; David Rossow, Lakefield, Minnesota; Robert Bureham, Jackson, Minnesota; Bertle Anderson, Spirit Lake, Iowa, Secretary-Treasurer; Raymond Freeburg, Spencer, Iowa; Sigfried Ahrenstorff, Lake Park, Iowa.

The Board of Governors shall convene immediately after their election by membership and organize, choosing a Chairman, Vice Chairman and Secretary-Treasurer, who shall serve in those capacities until their successors are elected. In the event of vacancy on said Board, the remaining members thereof may fill same.

Roberts Rules of Order shall govern all proceedings of the membership meetings and those of Board of Governors.

Annually, each year, beginning year 1971, the members shall meet on the third Saturday of June at such time and at such place as the officers shall determine, notice of which shall be given to each membership holder of record, orally, by telephone, or by posted notice in a public place within the platted area, at least seven days before said annual meeting.

In the event of dispute between the owners a lot where there is multiple ownership, as to who is entitled to the membership certificate and right to exercise the voting privilege, the Association may deny such voting right until such time as the issue between the disputants has been resolved in writing and a membership certificate issued accordingly.

#1019

Filed at 10:31 AM  
August 21, 1990  
Fee \$45.00

AFFIDAVIT


STATE OF IOWA, COUNTY OF DICKINSON, SS:

I, Jack Harms, being first duly sworn, do upon oath, depose and state that I am the Secretary of the West Okoboji Harbor Lot Owners Association and that the attached By-Laws and Restrictive Covenants were duly adopted at the annual meeting of the members of the West Okoboji Harbor Lot Owners Association held on July 21, 1990, and that I was directed to cause these By-Laws and Restrictive Covenants to be recorded at the Dickinson County Recorder's office.

[Signature]  
Jack Harms

Subscribed and sworn to before me by Jack Harms on this 30 day of August, 1990.

[Signature]  
Notary Public, Dickinson  
County, Iowa

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|--|--|
|  | SALLY DeLOSS<br>MY COMMISSION EXPIRES<br>8-24-92 |
|--|--|

#1019

Filed at 10:31 AM  
August 21, 1990  
Fee \$45.00

AFFIDAVIT


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[Signature]  
Jack Harms

Subscribed and sworn to before me by Jack Harms on this 20 day of August, 1990.

[Signature]  
Notary Public, Dickinson  
County, Iowa

|  |  |
|--|--|
|  | SALLY DeLOSS<br>MY COMMISSION EXPIRES<br>8-24-92 |
|--|--|