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JAN DOETECHELLER
RECORDER
DICKINSON COUNTY, IOWA

Prepared by Michael R. Bovee, Montgomery, Barry, Bovee, P.O. Box 500, Spencer, Iowa 51301

PLAT OF MAYER SUBDIVISION
Milford, Dickinson County, Iowa

KNOW ALL MEN BY THESE PRESENTS:

Robert W. Mayer and Sharon A. Mayer are the owners of the following described real estate located in Dickinson County, Iowa, to-wit:

That part of the Northwest Quarter of Section 5, Township 98 North, Range 36 West of the 5th P.M., Dickinson County, Iowa described as; COMMENCING at the West Quarter corner of said Section 5; thence, North 01°36'53" East, 1006.44 feet along the West line of the Northwest Quarter of said Section 5 to the POINT OF BEGINNING; thence, North 01°36'53" East, 455.05 feet along the West line of the Northwest Quarter of said Section 5 to the Southwest corner of South Shore Estates 2nd Addition, a residential subdivision; thence, North 89°20'56" East, 628.85 feet along the South line of said subdivision; thence, North 84°17'26" East, 396.04 feet along the South line of said subdivision; thence, South 05°42'34" East, 150.00 feet; thence, South 84°17'26" West, 50.00 feet; thence, South 05°42'34" East, 66.00 feet; thence, South 84°17'26" West, 28.60 feet; thence South 01°39'12" West, 267.68 feet; thence, South 89°20'47" West, 971.33 feet to the POINT OF BEGINNING; containing approximately 10.50 acres subject to any easements and right of ways of record. The West line of the Northwest Quarter of said Section 5 is assumed to bear North 01°39'12" East;

and, of their own free will, do hereby plat said real estate as Mayer Subdivision to the City of Milford, Dickinson County, Iowa.

Said real estate is platted into Nineteen (19) Lots located and described with boundaries as depicted on the Plat and Survey recorded herewith and incorporated herein by this reference.

Public Dedication.

Permanent and perpetual utility easements are hereby established and dedicated to the City of Milford, Dickinson County, Iowa, and to the public in perpetuity, as described and indicated on the Plat.

Protective and Restrictive Covenants.

The undersigned hereby declares, makes and establishes the following Protective and Restrictive Covenants which shall be applicable to all Lots included in the Plat of Mayer Subdivision. These Protective and Restrictive 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 Lot(s) in the Plat of Mayer Subdivision, and all parties claiming under them, for a period of ten (10) years from the date this instrument is recorded, after which time these Protective and Restrictive Covenants shall automatically extend for successive periods of twenty (20) years each unless, prior to the commencement of any ten (10) year period, a written instrument signed by the owners of seventy-five percent (75%) of the Lots in the Plat of Mayer Subdivision has been recorded in the public records of Dickinson County, Iowa, which instrument may provide for the change, alteration or rescission of these Protective and Restrictive Covenants, in whole or in part.

1. These Protective and Restrictive Covenants shall apply to all Lots located in the Plat of Mayer Subdivision to the City of Milford, Dickinson County, Iowa (herein individually the "Lot" or collectively the "Lots").

20-123

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Aug 9, 04

2. No multi-family dwelling shall be permitted on any Lot.
3. No business, trade or commercial activity of any kind shall be conducted on any Lot, except a professional office operated by the occupant of a Lot.
4. No structures shall be erected on any Lot except residences plus a garage, which garage may either be attached or detached. All garage(s) must be constructed to house a minimum of two (2) mid-sized automobiles. No garage shall be larger than necessary to house three (3) mid-sized automobiles and one (1) motorized golf cart. All detached garages must be constructed to the rear of the house constructed on the Lot. All garages must be serviced by a concrete driveway or brick driveway at least as wide as the garage door(s) opening. All overhead doors constructed in each garage shall have a maximum clearance of nine (9) feet. No other detached outbuildings shall be permitted on any Lot. The siding and roof materials (shingles) used on all detached garages must conform to the siding and roof material (shingles) of the house on the same Lot. No carports shall be allowed.
5. All garages located on each Lot shall be used only for the storage of cars, pick-ups, recreational vehicles and/or as a personal workshop. No commercial storage shall be allowed on any Lot or in any garage on any Lot.
6. No owner, except the Developer, may at any time replat, or subdivide any Lot, or in any manner change the filed Plat. However, a Lot owner may acquire land from an adjacent Lot for the purpose of increasing the size of the acquiring party's Lot. Any Lot so increased in size shall not contain more than one single family dwelling.
7. Pools, "hot tubs", or spas are permitted, but shall be fenced and screened from view of adjacent properties by residential fencing material not more than twenty-five percent (25%) open. No swimming pool shall be constructed above grade.
8. Siding materials on the front wall of each residence constructed on each Lot shall be not less than thirty percent (30%) brick, wood or natural stone.
9. No recreational vehicles shall be parked on any Lot except inside a garage. Recreational vehicles shall include, but shall not necessarily be limited to, travel trailers, motor homes, campers, boats and snowmobiles, and shall include the trailers for each of the above-enumerated items. No trucks of a size of more than one ton shall be maintained, parked or kept overnight on any Lot; provided, however, that this shall not prohibit trucks from making deliveries or providing services to a Lot. Docks or boat hoists shall not be stored on any Lot except during the period from October 1 to May 15 each year. Tractors, farm equipment and other implements of husbandry shall not be stored on any Lot except tractors and loaders used for snow removal purposes may be stored on a Lot during the period from November 1 to April 15 of each year.
10. No trailer house, mobile home, double wide mobile home or basement home may be parked, placed or erected on any Lot. No used building of any kind may be moved on any Lot; provided, however, that this shall not be construed as prohibiting modular homes and/or manufactured homes that otherwise meet the criteria set forth herein. No earth sheltered home or shack shall be placed or erected on any Lot, nor shall a residence of a temporary nature be permitted on any Lot.
11. The minimum roof pitch of any structure constructed on a Lot shall be 4:12. Eave height of any structure constructed on a Lot shall not be less than eight (8) feet above the top of the foundation. Inside ceiling height of each residence constructed on a Lot shall be at least eight (8) feet.
12. No propane or heating oil tanks shall be permitted on any Lot unless natural gas is not available to service the Lot at the time of construction. If natural gas is not available, propane or heating oil tanks shall be buried.

13. Firewood storage on any Lot shall be limited to two (2) chord width and length, five (5) foot in height, stored immediately adjacent to the residence on the Lot.
14. No exterior lighting shall be installed or maintained on any Lot which will disturb the occupant(s) of any other Lot.
15. No animals shall be kept on any Lot, or in a residence on any Lot, except domestic cats and dogs as pets; provided, however, that any domestic cats or dogs must be confined and shall not be permitted to roam at large beyond the boundaries of the owner's Lot. No more than a total of two dogs or cats per dwelling shall be permitted.
16. No dog run may be constructed on any Lot with dimensions in excess of five (5) feet by twenty (20) feet. Only one dog run per Lot shall be allowed. Each dog run constructed on a Lot shall be attached to the dwelling and shall not extend more than five (5) feet beyond the dwelling in any direction and shall be at least eight (8) feet distant from any Lot line. No Lot shall be used for any commercial animal boarding or animal kennel.
17. No structure shall be built on any Lot unless the structure is constructed to comply with the setbacks required by the City of Milford, Iowa. No variance from the setbacks required by the City of Milford, Iowa shall be allowed.
18. All residences constructed on a Lot shall comply with the following square footage requirements. Each single-story residence shall be constructed with a minimum of 1,400 square feet of finished, interior ground floor area. Each residence of one and one-half stories to two stories shall have a minimum of 1,400 square feet on the main floor and 600 square feet on the additional floor of finished, interior floor area.
19. The exterior portions of all residences constructed on each Lot shall be completed within one (1) year from the beginning date of construction.
20. No advertising or billboards shall be permitted on any Lot except a "For Sale" sign no larger than five square feet in area which "For Sale" sign shall pertain only to the Lot on which it is located.
21. The Developer, in their sole discretion, reserves the right to construct signs, identifying monuments and/or structures on any Lot.
22. Each Lot shall at all times be kept 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 Lot(s), the Developer may give written notice to an owner of a Lot who fails to comply with the provisions of this paragraph. If such failure is not cured within seven (7) days from receipt of this notice the Developer may perform any required clean-up activities and the owner of the Lot shall be responsible to the Developer for all expenses thus incurred.
23. Garbage, trash, rubbish and other solid waste must be kept in containers within a garage. Solid waste and recycle bins shall not be placed at curbside prior to 8:00 P.M. on the night before the day of scheduled collection and shall be promptly removed after collection.
24. No woven wire, barbed wire or chain link fences shall be permitted on any Lot. All fences shall be wooden or other similar residential fencing material.
25. No building, fence, wall, or other improvement shall be constructed, erected, or maintained on any Lot, nor shall any addition to or alteration of any building, fence, wall, or other improvement be made on any Lot, until the plans and specifications for such improvement have been submitted to and approved in writing by the Developer.

The plans and specifications for any such improvement 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 improvement. If the Developer has not, within thirty (30) days following their 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 for the improvement.

26. These Protective and Restrictive Covenants shall run with the land. A purchaser of a Lot, or any person acquiring an interest in a Lot, by acceptance of an ownership interest in the Lot, agrees to abide by and be bound by these Protective and Restrictive Covenants.
27. In the event the owner of any Lot, or his or her beneficiaries, personal representatives, heirs, assigns, successors, transferees or assignees, shall violate or attempt to violate any of these Protective and Restrictive Covenants, then any person(s) owning any other Lot or Lot(s) may prosecute any proceedings, at law or in equity, against a person(s) violating or attempting to violate any of these Protective and Restrictive Covenants, and obtain any legal or equitable remedy available for such violation including injunctive relief.
28. Invalidation of any one of these Protective and Restrictive Covenants by judgment or court action shall in no way affect any of the other Protective and Restrictive Covenants which shall remain in full force and effect.
29. These covenants can be amended by the owners of seventy-five percent (75%) of the Lots located in Mayer Subdivision. Any amendment shall be written and 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 Lot(s).
30. The Developer, at their discretion, may convey all property owned by the Developer in Mayer Subdivision to a grantee whom the Developer 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 and Restrictive Covenants, the term "Developer" shall mean Robert W. Mayer and Sharon A. Mayer, or their successor. The Developer reserves the right to assign their authority under these covenants to a successor individual or entity, which may include a property owners association hereinafter created.

Attachments.

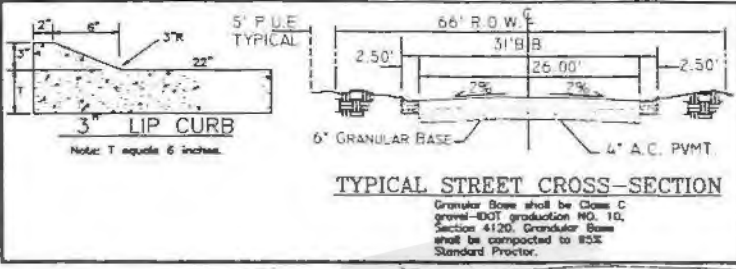
There is attached hereto, and made a part hereof, a certificate from the Dickinson County Treasurer certifying that the real estate included in the Plat is free from certified taxes and special assessments.

There is attached hereto, and made a part hereof, a certificate from the City of Milford Planning and Zoning Commission approving of the Plat of Mayer Subdivision.

There is attached hereto, and made a part hereof, a certified resolution of the Milford City Council approving the Plat of Mayer Subdivision.

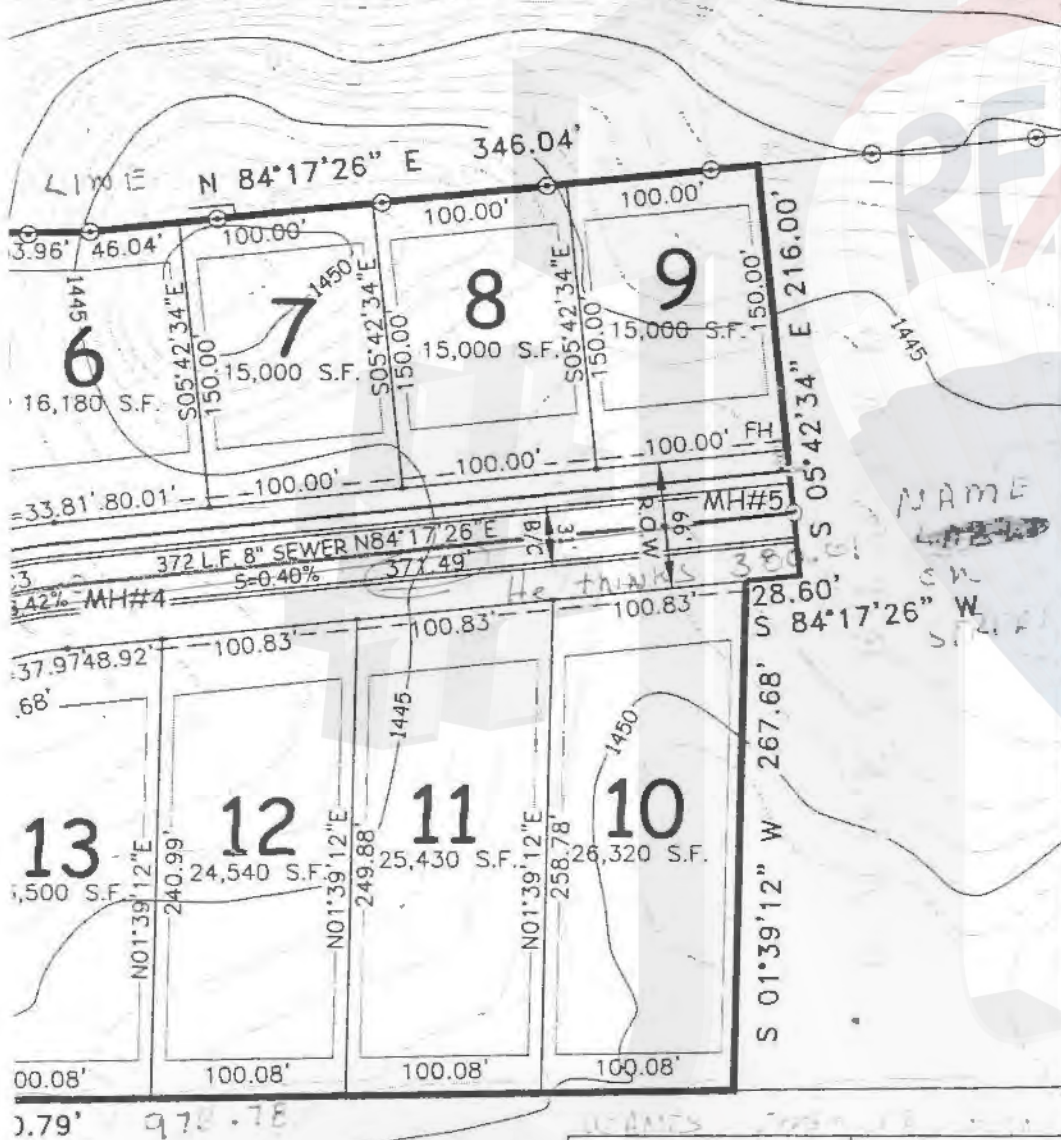
There is attached hereto, and made a part hereof, the written opinion of Michael R. Bovee, Attorney at Law, evidencing that title to the real estate included in the Plat of Mayer Subdivision is held by Robert W. Mayer and Sharon A. Mayer and is free and clear of all liens, taxes and encumbrances, except easements of record.

= 10RS
 AREA = 10,000 S.F.
 WIDTH = 80'
 SHT = 35'



CURVE DATA

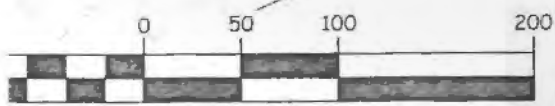
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	L=52.12'
	Δ=14°55'53"
C2:	R=200.00'
	L=123.30'
	Δ=35°19'19"
C3:	R=200.00'
	L=45.48'
	Δ=13°01'40"
C4:	R=25.00'
	L=39.27'
	Δ=90°00'00"
C4:	R=25.00'
	L=39.27'
	Δ=90°00'00"



SEWER DESIGN

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INV E	=1399.49
INV S	=1400.40
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INV N	=1421.36
INV E&S	=1421.46
MH #3	RIM=1435.0
INV W	=1422.9
INV E	=1423.0
MH #4	RIM=1441.0
INV W	=1430.9
INV E	=1431.0
MH #5	RIM=1447.0
INV W	=1434.49
INV E	=1434.59
C.O.#1	RIM=1431.8
	INV N=1423.5

WATER
 CITY OF MILFORD
SEWER
 CITY OF MILFORD
GARBAGE
 CITY OF MILFORD
ELECTRIC
 IOWA LAKES ELECTRIC
TELEPHONE
 QWEST
CABLE T.V.
 MILFORD CATV



(IN FEET)
 1 inch = 100 ft.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Richard Lee Knudson (Signature) 11/14/03 (Date)
 Richard Lee Knudson, L.S.
 License Number 15217
 My registration is renewed December 31, 2003
 Pages or Sheets covered by this seal:
 This sheet only.

PROJECT	SHT. NO.
MAYER SUBD.	1
SHT. NAME	1
PRELIMINARY PLAT	

N.W. COR. SEC. 5-98-36
FND. 1/2" PIPE (6" DEEP)

OWNER
ROBERT MAYER
2370 220TH STREET
MILFORD, IOWA 51351
TEL: 712-338-4611

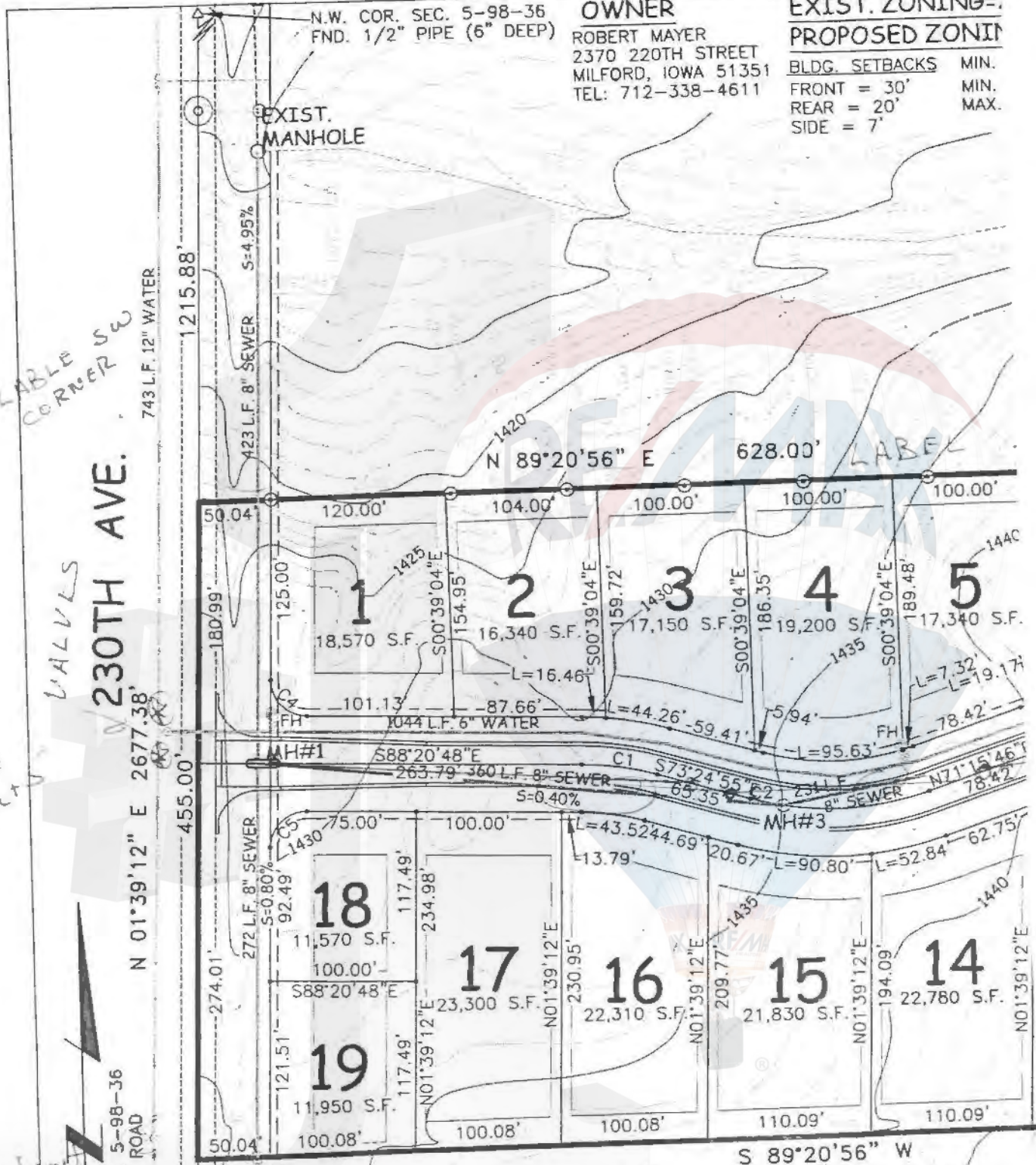
EXIST. ZONING =
PROPOSED ZONING
BLDG. SETBACKS MIN.
FRONT = 30' MIN.
REAR = 20' MAX.
SIDE = 7'

LABELED SW CORNER

VALVES

LABELED W LINE of SECT

Hydrant



230TH AVE.

N 01°39'12" E 2677.38'

W. 1/4 COR. SEC. 5-98-36
FND. 5/8" PIN IN ROAD

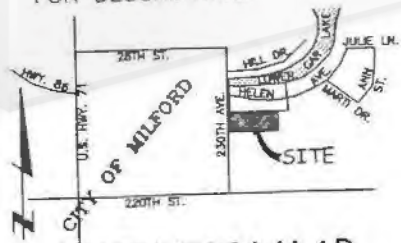
DESCRIPTION

SEE SEPARATE DOCUMENT FOR DESCRIPTION.

2 mile jurisdictional interest:

LEGEND

- Dickinson County () Recorded data
- City of West Okoboji, IA Δ Found Section Corner
- City of Arnolds Park, IA ⊙ Found Capped Re-rod



VICINITY MAP

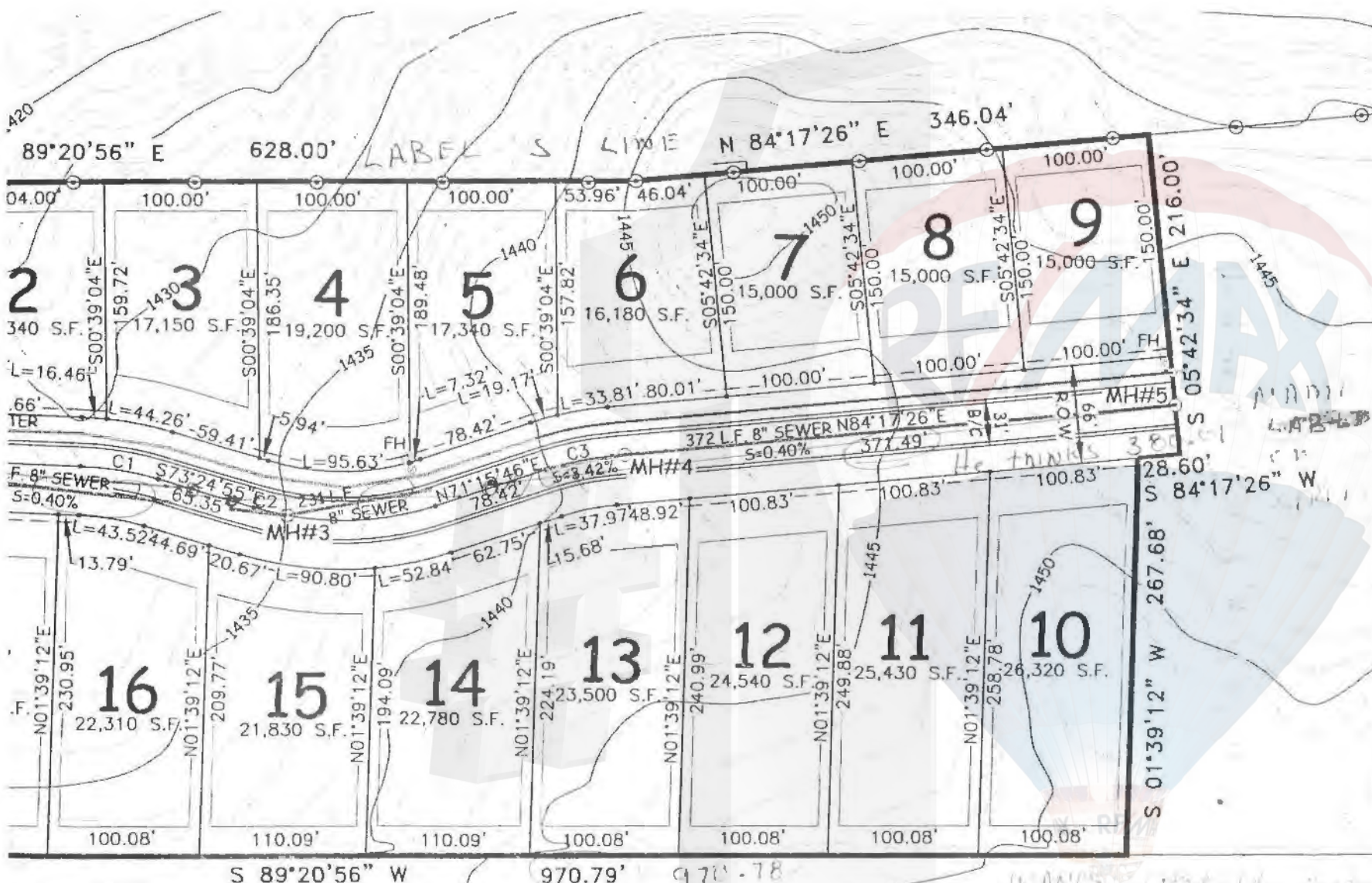
DRAWN BY: RLK
DATE OF SURVEY: 9-15-03
PROJ. NO. 230027
FILE NO. 2594
CLIENT: BOB MAYER

RE RYKEN ENGINEERING
1801 Hill Ave. PO Box 292
Spirit Lake, Iowa 51360
Phone No. (712)-336-0727

SEWER DESIGN

EX. MH
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 INV N=1399.39
 INV E=1399.49
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 RIM=1435.0
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 MH #4
 RIM=1441.0
 INV W=1430.9
 INV E=1431.0
 MH #5
 RIM=1447.0
 INV W=1434.49
 INV E=1434.59
 C.O.#1
 RIM=1431.8
 INV N=1423.5

WATER
 CITY OF MILFORD
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 IOWA LAKES ELECTRIC
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2 mile jurisdictional interest:

LEGEND

Dickinson County () Recorded data
 City of West Okoboji, IA Δ Found Section Corner
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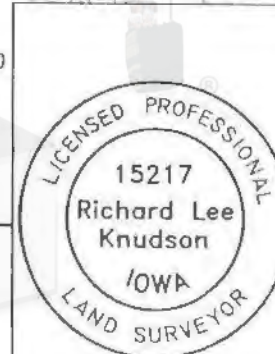


(IN FEET)
 1 inch = 100 ft.

RE RYKEN ENGINEERING
 1801 Hill Ave. PO Box 292
 Spirit Lake, Iowa 51360
 Phone No. (712)-336-0727

PROJECT
MAYER SUBD.
 SHT. NAME
PRELIMINARY PLAT

SHT. NO.
1
 /
1



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

(Signature) Richard Lee Knudson, L.S. (Date)

License Number 15217
 My registration is renewed December 31, 2003
 Pages or Sheets covered by this seal:

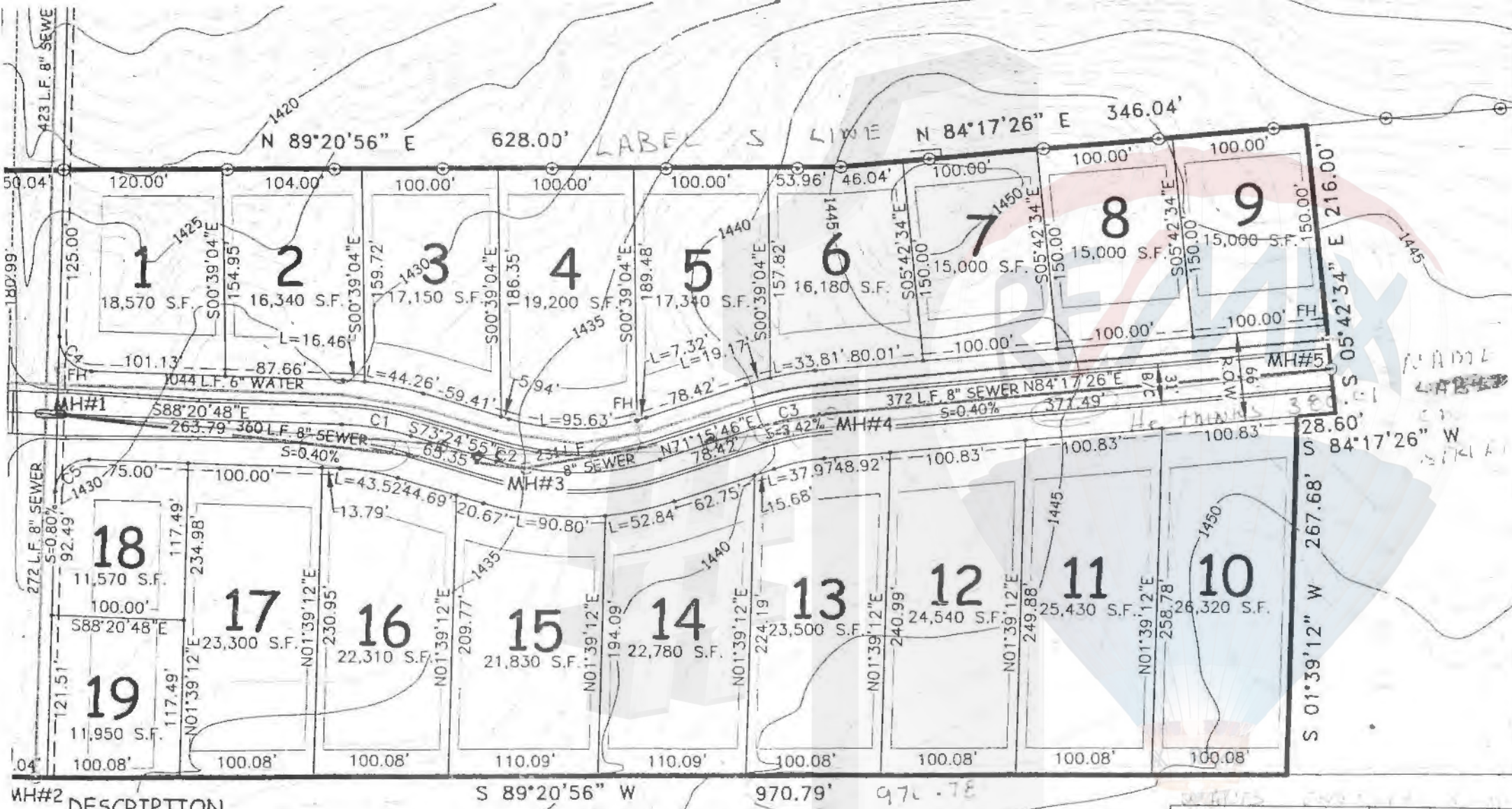
This sheet only.

Δ=90°00'00"

SEWER DESIGN

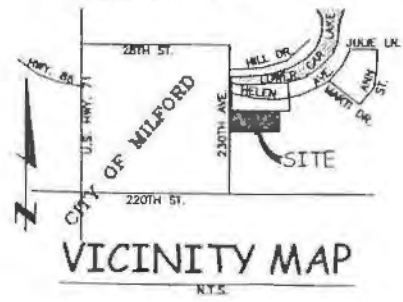
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 MH#3
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 INV E=1423.0
 MH #4
 RIM=T441.0
 INV W=1430.9
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 INV E=1434.59
 C.O.#1
 RIM=1431.8
 INV N=1423.5

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 MILFORD CATV



DESCRIPTION

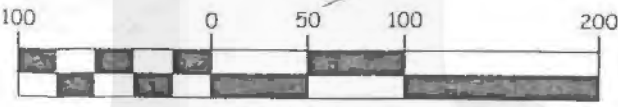
SEE SEPERATE DOCUMENT FOR DESCRIPTION.



2 mile jurisdictional interest:

LEGEND

Dickinson County () Recorded data
 City of West Okoboji, IA Δ Found Section Corner
 City of Arnolds Park, IA ⊙ Found Capped Re-rod(L.S. # Given)

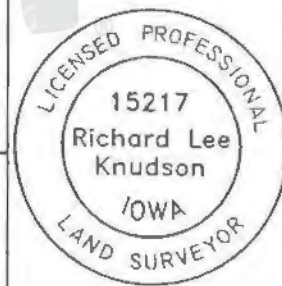


(IN FEET)
1 inch = 100 ft.

RE RYKEN ENGINEERING
 1801 Hill Ave. PO Box 292
 Spirit Lake, Iowa 51360
 Phone No. (712)-336-0727

PROJECT
MAYER SUBD.
 SHT. NAME
PRELIMINARY PLAT

SHT. NO.
1
 1



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Richard Lee Knudson
 (Signature) Richard Lee Knudson, L.S. (Date)

License Number 15217
 My registration is renewed December 31, 2003
 Pages or Sheets covered by this seal:

This sheet only.

Description for Mayer's Subdivision

That part of the Northwest Quarter of Section 5, Township 98 North, Range 36 West of the 5th P.M., Dickinson County, Iowa described as:

COMMENCING at the West Quarter corner of said Section 5;

thence, North 01°39'12" East, 1006.50 feet along the West line of the Northwest Quarter of said Section 5 to the POINT OF BEGINNING;

thence, North 01°39'12" East, 455.00 feet along the West line of the Northwest Quarter of said Section 5 to the Southwest corner of South Shore Estates 2nd Addition, a residential subdivision;

thence, North 89°20'56" East, 628.00 feet along the South line of said subdivision;

thence, North 84°17'26" East, 346.04 feet along the South line of said subdivision;

thence, South 05°42'34" East, 216.00 feet;


thence, South 84°17'26" West, 28.60 feet;

thence South 01°39'12" West, 267.68 feet;

thence, South 89°20'56" West, 970.79 feet to the POINT OF BEGINNING;

containing approximately 10.32 acres subject to any easements and right of ways of record.

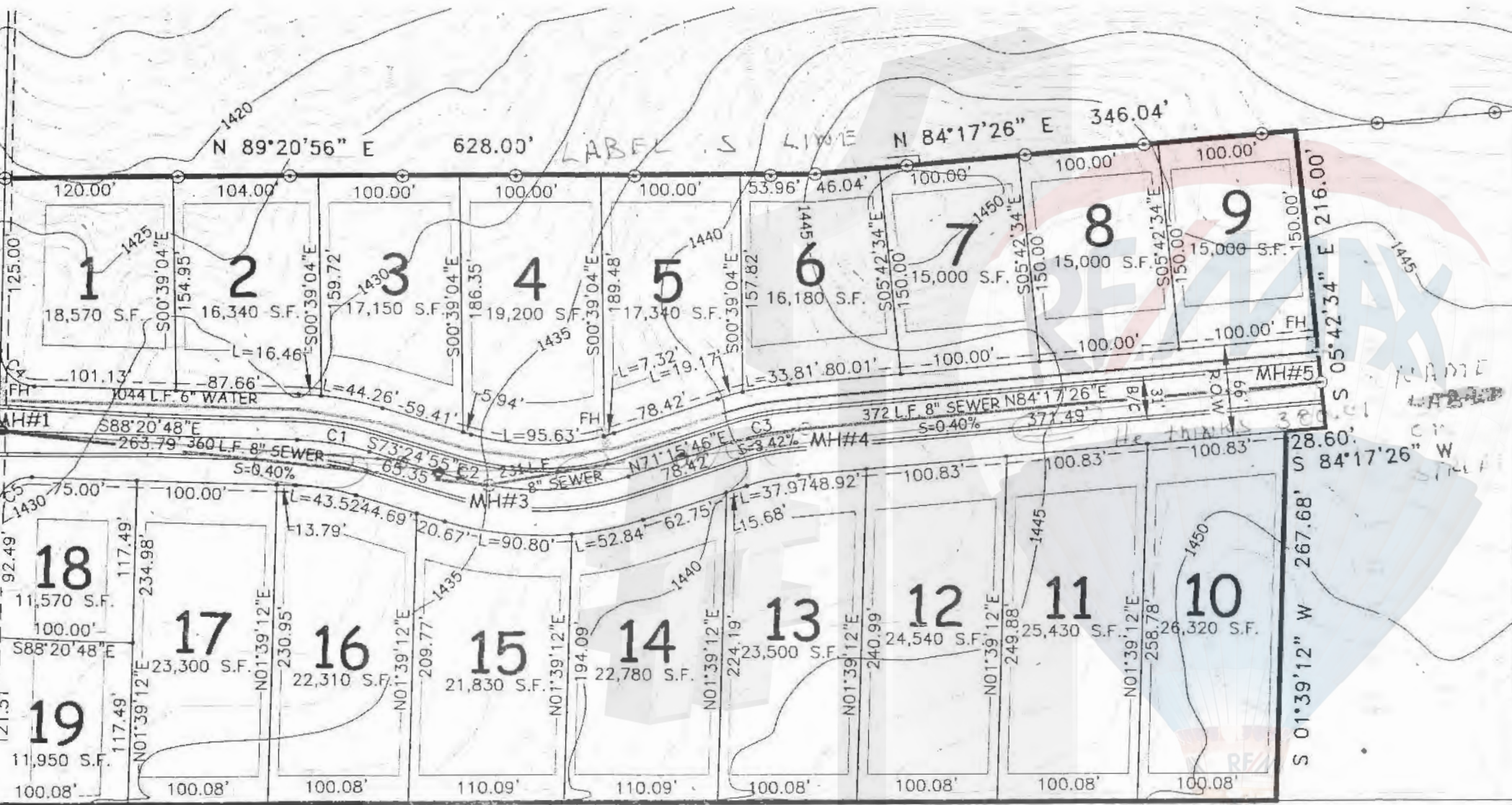
The West line of the Northwest Quarter of said Section 5 is assumed to bear North 01°39'12" East.

Drawn By: RLK	Date: 10-21-03
Job No.: 230027	File No.: 2594
Client: ROBERT MAYER	
 <p>LICENSED PROFESSIONAL 15217 Richard Lee Knudson IOWA LAND SURVEYOR</p>	<p>I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.</p>
	<p><i>Richard Lee Knudson</i> (Signature) Richard Lee Knudson, L.S.</p>
	<p>10-21-03 (Date)</p>
	<p>License Number 15217</p>
	<p>My registration is renewed December 31, 2003</p>
<p>Pages or Sheets covered by this seal:</p> <hr/> <p style="text-align: center;">This sheet only.</p>	

SEWER DESIGN

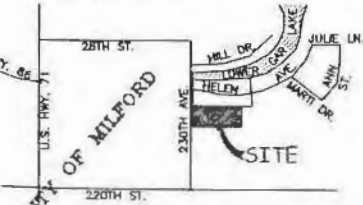
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 INV S=1400.40
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 RIM=1432.0
 INV N=1421.36
 INV E&S=1421.46
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 INV W=1430.9
 INV E=1431.0
 MH #5
 RIM=1447.0
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 C.O.#1
 RIM=1431.8
 INV N=1423.5

WATER
 CITY OF MILFORD
 SEWER
 CITY OF MILFORD
 GARBAGE
 CITY OF MILFORD
 ELECTRIC
 IOWA LAKES ELECTRIC
 TELEPHONE
 QWEST
 CABLE T.V.
 MILFORD CATV



DESCRIPTION

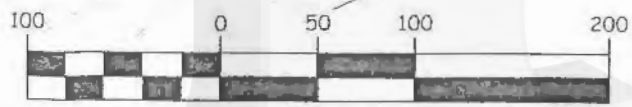
SEE SEPERATE DOCUMENT FOR DESCRIPTION.



VICINITY MAP

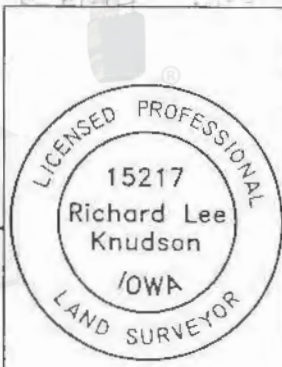
2 mile jurisdictional interest: LEGEND

Dickinson County () Recorded data
 City of West Okoboji, IA Δ Found Section Corner
 City of Arnolds Park, IA ⊙ Found Capped Re-rod(L.S. # Given)



(IN FEET)
1 inch = 100 ft.

RE RYKEN ENGINEERING 1801 Hill Ave. PO Box 292 Spirit Lake, Iowa 51360 Phone No. (712)-336-0727	PROJECT	SHT. NO.
	MAYER SUBD.	1 / 1
	SHT. NAME	
	PRELIMINARY PLAT	



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

(Signature) Richard Lee Knudson, L.S. (Date) 11/10/03

License Number 15217
 My registration is renewed December 31, 2003
 Pages or Sheets covered by this seal:
 This sheet only.