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BK _____ PAGE _____

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JAN BORTSCHELLE
RECORDER
DICKINSON COUNTY, IOWA
FFC \$ 151.00

Prepared By: Donald J. Hemphill, 215 Grand Avenue, P.O. Box 1475, Spencer, IA 51301 Telephone: 712-262-6801

PLAT OF SILVER SHORES FIRST ADDITION

Lake Park, Dickinson County, Iowa

Proprietor's Statement

#00991 02-20-04
Affidavit regarding
Amendment of
Protective and
Restrictive Covenants
Bk 21 Pg 333

KNOW ALL MEN BY THESE PRESENTS:

That Silver Lake Development, L.L.C., is the owner of the following described property:

Being a subdivision of parts of Government Lots 4 and 5, Section 33, and parts of Government Lot 3 and the Southwest Quarter of the Southwest Quarter of Section 34, all in Township 100 North, Range 38 West of the 5th P.M., Lake Park, Dickinson County, Iowa, North of Iowa Highway No. 9 and West of Dickinson County Road M-32 described as follows: Commencing at the northeast corner of Gov't Lot 3, Section 34-100-38; thence South 0°23'11" East 255.95 feet along the easterly line of said Gov't Lot 3; thence South 89°57'13" West 60.00 feet to the point of beginning at the west right-of-way line of Dickinson County Highway No. M-32 being the southeast corner of parcel "A" per Survey Record Book 7, page 87; thence continuing South 89°57'13" West 305.99 feet along a southerly line of said parcel "A"; thence South 0°22'29" East 179.80 feet along said parcel "A"; thence South 88°28'31" West 124.64 feet along a southerly line of parcel "A"; thence North 0°23'58" West 34.45 feet along said parcel "A"; thence South 88°56'44" West 759.02 feet along a southerly line of parcel "A"; thence North 33°10'25" West 72.58 feet along the southwesterly line of said parcel "A" to the Iowa State Conservation Commission shoreline of Silver Lake; thence South 51°06'24" West 105.86 feet along said shoreline; thence South 53°28'24" West 186.22 feet along said shoreline; thence South 60°24'24" West 356.27 feet along said shoreline; thence South 62°17'54" West 211.53 feet along said shoreline; thence South 65°03'54" West 405.99 feet along said shoreline; thence South 71°08'54" West 297.14 feet along said shoreline; thence South 73°17'24" West 189.03 feet along said shoreline; thence South 75°51'54" West 365.66 feet along said shoreline; thence South 71°02'54" West 289.15 feet along said shoreline; thence South 81°42'54" West 278.81 feet along said shoreline; thence South 23°24'36" East 188.09 feet along said shoreline; thence South 46°41'36" East 133.09 feet along said shoreline; thence South 20°18'36" East 152.39 feet along said shoreline; thence South 30°50'24" West 171.67 feet along said shoreline; thence South 55°37'24" West 232.38 feet along said shoreline; thence South 73°05'24" West 140.96 feet along said shoreline to the intersection with the west line of Gov't Lot 4 of said Section 33; thence South 0°26'00" East 425.28 feet along the west line of Gov't Lot 4 to the north right-of-way line of Iowa Highway No. 9; thence South 89°58'21" East 1,118.84 feet along said north right-of-way to Highway Station 141+00, 80.00 feet left; thence North 89°04'22" East 300.04 feet along said north right-of-way line to Station 144+00, 85.00 feet left; thence South 89°58'21" East 600.00 feet along said northerly highway line to Station 150+00, 85.00 feet left; thence North 75°59'29" East 185.54 feet along said northerly highway line to Station 151+80, 130.00 feet left; thence southeasterly 601.01 feet along said northerly highway line along a 77,810.29 feet radius curve concave southerly with a long chord bearing South 89°45'04" East 601.00 feet to Station 157+81.00, 130.00 feet left; thence South 89°31'48" East 945.52 feet along said

D. LIFT STATION. The Proprietor dedicates to the City a parcel for placement of a sanitary lift station adjacent to the South of Lot 31 and to the West of Beachcomber Drive, as depicted on the plat of survey.

E. FUTURE STREET RIGHT-OF-WAY. The Proprietor dedicates to the City of Lake Park an access easement 66 feet in width over Outlot "B" as depicted on the plat from the South end of Beachcomber Drive to the South boundary of the plat.

F. OUTLOT "D." The Proprietor hereby dedicates to the City of Lake Park for use for municipal purposes Outlot "D" as depicted on the plat of survey.

G. LOT 32. The Proprietor hereby dedicates to the City of Lake Park Lot 32 of the plat for park and trail purposes, drainage, and utility easements.

No permanent structures shall be constructed on any of said easements, nor shall any trees be planted on any portion of these easements, except on Lot 32.

Development Agreement.

In order to provide for sanitary sewer and water service to each lot platted in the subdivision and to provide for the construction of street and storm sewer improvements, electrical service and street lighting, the Developer has entered into a Development Agreement with the City of Lake Park, which is attached to this Proprietor's Statement and is hereby incorporated in the plat of Silver Shores First Addition by this reference.

Protective and Restrictive Covenants.

The Proprietor hereby declares, makes and establishes the following protective and restrictive covenants which shall be applicable to all lots included in Silver Shores First Addition. These 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 of the lots in Silver Shores First Addition, and all parties claiming under them, for a period of twenty (20) years from the date this instrument is recorded, after which time these covenants and restrictions shall automatically extend for successive periods of ten (10) years each unless, prior to the commencement of any such ten year period, a written instrument signed by the owners of a majority of the lots in Silver Shores First Addition has been recorded in the public records of Dickinson County, Iowa, which instrument may provide for the change, alteration or rescission of these covenants and restrictions, in whole or in part.

A. These Protective Covenants shall apply to all numbered Lots 2 through 54, inclusive, within this subdivision. Developer reserves the right to impose covenants on the remaining lots in this Plat.

B. Lots 2 through 28 and Lots 33 through 54 shall be single family residential lots and used solely as such. Lots 29, 30 and 31 shall be multi-family residential lots to be used as permitted under the Lake Park zoning code.

C. No structures shall be erected except residences plus an attached garage. No detached garages or outbuildings shall be permitted, except that one (1) storage shed not to exceed 10 feet by 12 feet by 10 feet high, shall be allowed only on Lots 2 through 7 and 33 through 54. No garages or structures 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, except a one-

in size may never contain more than one detached single family dwelling. No lot that is to be built upon, or has been built upon, shall be reduced in size by this process.

J. 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. So long as the Developer remains an owner of any property in the subdivision, 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. Permanent containers, such as garbage cans and recycle bins, shall be permitted at curbside for collection. Solid waste and recycle bins shall not be placed at curbside prior to 8:00 P.M. on the night before the date of scheduled collection and shall be promptly removed after collection.

K. The exterior portions of all construction shall be completed within one (1) year of the date of beginning of construction. 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.

The Developer reserve the right to construct signs and identifying monuments or structures in the subdivision, at its discretion.

L. No animals shall be kept on the premises, except 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 a total of two dogs or cats per dwelling unit shall be permitted.

No dog kennel run may be constructed with dimensions in excess of 5 feet by 20 feet. Only one kennel per dwelling shall be allowed and it shall be attached to the dwelling and shall not extend more than 10 feet beyond the dwelling in any direction and not closer than eight (8) feet to any lot line. No dog kennels shall be allowed on the lakeside of lots 8 through 28.

M. No propane, heating oil tanks, gasoline or other fuel tanks of any kind shall be permitted, except for outdoor cooking.

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

O. 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

There is attached hereto, and made a part hereof, the certified resolution of the Lake Park City Council approving the Plat of Silver Shores Addition.

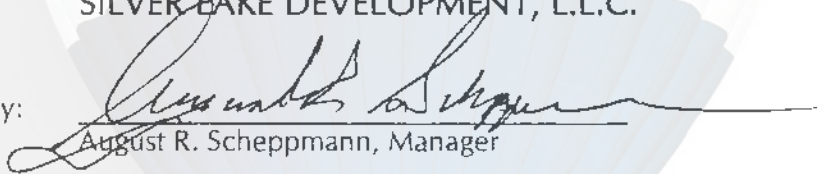
There is attached hereto, and made a part hereof, the written opinion of Donald J. Hemphill, an attorney at law, that fee simple title to the real estate included in the Plat of Silver Shores First Addition is held by Silver Lake Development, L.L.C., free and clear of all liens, taxes and encumbrances, except easements of record.

There is further attached hereto, and made a part hereof, the Plat of Silver Shores First Addition certified by James R. Blum, Licensed Land Surveyor, Iowa Registration No. 9179, which Plat shows the lots, easements and street included in the Plat and the boundaries of the Plat; the monumentation therefore; and the measurements and bearings thereof; and which otherwise complies with the requirements of Chapter 354 of the 2001 Code of Iowa.

The above described property is platted with the free consent and in accordance with the desires of the Proprietor as approved by the Lake Park Council.

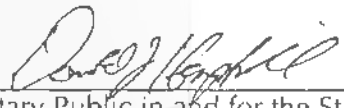
SILVER LAKE DEVELOPMENT, L.L.C.

By:


August R. Scheppmann, Manager

STATE OF IOWA)
) ss:
DICKINSON COUNTY)

On this 14th day of November, 2001, before me, the undersigned, a Notary Public in and for said State, personally appears August R. Scheppmann, to me personally known, who, being by me duly sworn did say that he, as Manager, has executed the within and foregoing instrument; that said instrument was signed on behalf of said Silver Lake Development, L.L.C. by authority of its Board of Directors; and that the said August R. Scheppmann as Manager acknowledged the execution of said instrument to be the voluntary act and deed of said Silver Lake Development, L.L.C., by it and by him voluntarily executed.


Notary Public in and for the State of Iowa.

SILVER SHORES FIRST ADDITION TO LAKE PARK, IOWA

DESCRIPTION OF AREA PLATTED

IS PARTS OF GOVERNMENT LOTS 4 AND 5, SECTION 33, AND PARTS OF GOVERNMENT LOT 3 AND THE SOUTHWEST 1/4 QUARTER OF SECTION 34, ALL IN TOWNSHIP 100 NORTH, RANGE 38 WEST OF THE 5TH P.M., LAKE PARK, DICKINSON COUNTY, IOWA-HIGHWAY No. 9 AND WEST OF DICKINSON COUNTY ROAD M-32 DESCRIBED AS FOLLOWS:

AT THE NORTHEAST CORNER OF GOV'T LOT 3, SECTION 34-100-38, THENCE SOUTH 02°23'11" EAST 255.95 FEET ALONG THE SAID GOV'T LOT 3; THENCE SOUTH 89°57'13" WEST 83.00 FEET TO THE POINT OF BEGINNING AT THE WEST RIGHT-OF-WAY COUNTY HIGHWAY No. M-32 BEING THE SOUTHEAST CORNER OF PARCEL "A" PER SURVEY RECORD BOOK 7, PAGE 87; THENCE SOUTH 89°57'13" WEST 305.99 FEET ALONG A SOUTHERLY LINE OF SAID PARCEL "A"; THENCE SOUTH 02°22'29" EAST 179.80 FEET ALONG SAID PARCEL "A"; THENCE SOUTH 88°56'44" WEST 759.02 FEET ALONG A SOUTHERLY LINE OF PARCEL "A"; THENCE SOUTH 81°08'24" WEST 105.86 FEET ALONG SAID SHORELINE; THENCE SOUTH 53°28'24" WEST SAID SHORELINE; THENCE SOUTH 60°24'24" WEST 356.27 FEET ALONG SAID SHORELINE; THENCE SOUTH 71°08'54" WEST SAID SHORELINE; THENCE SOUTH 65°03'54" WEST 405.99 FEET ALONG SAID SHORELINE; THENCE SOUTH 62°17'54" WEST SAID SHORELINE; THENCE SOUTH 73°17'24" WEST 189.03 FEET ALONG SAID SHORELINE; THENCE SOUTH 51°42'54" WEST SAID SHORELINE; THENCE SOUTH 71°02'54" WEST 289.15 FEET ALONG SAID SHORELINE; THENCE SOUTH 81°42'54" WEST SAID SHORELINE; THENCE SOUTH 23°24'36" EAST 188.09 FEET ALONG SAID SHORELINE; THENCE SOUTH 46°41'38" EAST SAID SHORELINE; THENCE SOUTH 20°18'36" EAST 152.39 FEET ALONG SAID SHORELINE; THENCE SOUTH 30°50'24" WEST SAID SHORELINE; THENCE SOUTH 59°37'24" WEST 232.38 FEET ALONG SAID SHORELINE; THENCE SOUTH 73°05'24" WEST SAID SHORELINE TO THE INTERSECTION WITH THE WEST LINE OF GOV'T LOT 4 OF SAID SECTION 33; THENCE SOUTH 02°28'00" ALONG THE WEST LINE OF GOV'T LOT 4 TO THE NORTH RIGHT-OF-WAY LINE OF IOWA HIGHWAY No. 9; THENCE SOUTH 3.84 FEET ALONG SAID NORTH RIGHT-OF-WAY TO HIGHWAY STATION 141+00, 80.00 FEET LEFT; THENCE NORTH 89°04'22" ALONG SAID NORTH RIGHT-OF-WAY LINE TO STATION 144+00, 85.00 FEET LEFT; THENCE SOUTH 89°58'21" EAST 80.00 FEET NORTHERLY HIGHWAY LINE TO STATION 150+00, 85.00 FEET LEFT; THENCE NORTH 75°59'29" EAST 185.54 FEET ALONG SAID Y LINE TO STATION 151+80, 130.00 FEET LEFT; THENCE SOUTHEASTERLY 601.01 FEET ALONG SAID NORTHERLY HIGHWAY LINE FEET LEFT; THENCE SOUTH 89°31'48" EAST 945.52 FEET ALONG SAID NORTHERLY HIGHWAY LINE TO THE INTERSECTION WITH IT-OF-WAY LINE OF DICKINSON COUNTY HIGHWAY No. M-27; THENCE NORTH 66°23'06" EAST 67.82 FEET ALONG SAID 7-WAY LINE; THENCE NORTH 21°33'49" EAST 253.60 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 70° FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, CONTAINING 145.77 ACRES.

GS ARE REFERENCED TO THE EAST LINE OF GOV'T LOT 5, SECTION 33-100-38, WHICH IS RECORDED AND MEASURED AS ST PER SILVER LAKE SHORELINE MASTER PROPERTY PLAT DATED JULY, 1960.

2" x 30" YELLOW CAPPED REBAR
1 OR AS NOTED

3" x 34" REBAR BY ISCC AT SHORELINE POINT

30" YELLOW CAPPED REBAR L.S. #9179
SET BY DECEMBER 15, 2001

CONCRETE PAVEMENT

EARING & DISTANCE

GRAPHIC SCALE



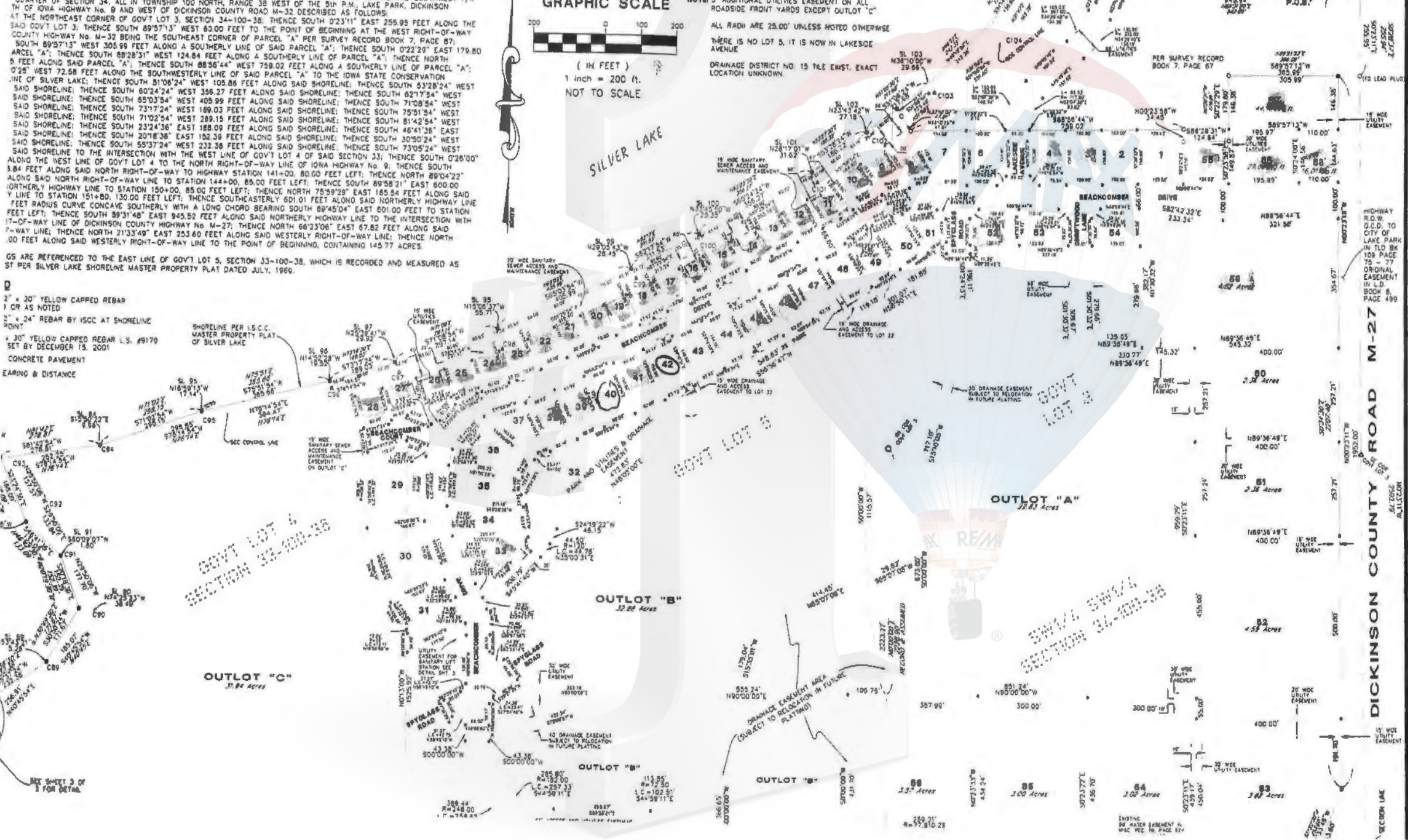
(IN FEET)
1 inch = 200 ft.
NOT TO SCALE

NOTE: 5' ADDITIONAL UTILITIES EASEMENT ON ALL ROADSIDE FRONT YARDS EXCEPT OUTLOT "C"

ALL RADII ARE 25.00' UNLESS NOTED OTHERWISE

THERE IS NO LOT 5, IT IS NOW IN LAKESIDE AVENUE

DRAINAGE DISTRICT NO. 15 THE EXIST. EXACT LOCATION UNKNOWN.



JW

JACOBSON-WESTERGARI & ASSOCIATES, INC.

105 S. SIXTH ST. ESTHERVILLE, IOWA

CONSULTING ENGINEERS LAND SURVEYOR

DICKINSON COUNTY ROAD M-27

**FINAL PLAT OF
SILVER SHORES FIRST ADDITION
TO
LAKE PARK, IOWA**

DEVELOPER/OWNER

**VER LAKE DEVELOPMENT, L.L.C.
AUGUST R. SCHEPPMANN &
BERNIE COHRS
P.O. BOX 364
SPIRIT LAKE, IOWA 51360**