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#04200

Filed at 8:34 AM

Fee \$86.00

June 21, 2004

INSTR NO 04 04200  
PLAT BK 18 PAGE 48A/B  
BK PAGE

04 JUN 21 AM 8:34

JAN BORTSCHELLER  
RECORDER  
DICKINSON COUNTY, IOWA  
FEE \$ 86.00

Prepared by: James C. Ladegaard, 708 Lake Street, Spirit Lake, (712) 336-1292

PROPRIETOR'S CERTIFICATE  
PLAT OF WHEELER WOODS,  
CITY OF WEST OKOBOJI

KNOW ALL MEN BY THESE PRESENTS:

That Lois Morgan, single, by Michael J. Chozen, her attorney-in-fact and Maymor, L.L.C., have caused the property described in the attached final plat of Ryken Engineering, Inc., being that tract of land shown in the Plat known as Wheeler Woods, City of West Okoboji, Dickinson County, Iowa, 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 Richard Lee Knudson, L.S., who surveyed, staked and platted the same. This subdivision, as it appears on the attached plat is with the free consent and in accordance with the desire of the proprietor, Lois Morgan, single, by Michael J. Chozen, her attorney-in-fact and Maymor, L.L.C

Attached hereto are restrictive covenants which apply to Lots 5, 6 and 7 only. These covenants are imposed for the benefit of the owners of Lots one through nine and may be enforced by the owner of any of these nine lots.

Lakeside Avenue, Wheeler Boulevard and the extension of First Street as shown on the Plat are dedicated to the public. All utility, sewer, drainage and access rights to said Lakeside Avenue, Wheeler Boulevard and First Street are also dedicated to the public as shown on the attached plat. A roadway and utility easement for future street, note G on the attached plat, is dedicated to the public.

Lots 1, 2, 3 and 4 are owned by Maymor, L.L.C. Lots 5, 6, 7, 8 and 9 are owned by Lois Morgan.

Lois L. Morgan, a single person, hereby grants unto Lots 5, 6 and 7 of the Plat of Wheeler Woods AND Parcel A as described in a Plat of Survey prepared by Lloyd W. Scherlin on March 17, 1992, and attached to a deed from Lois L. Morgan to Daniel C. Shinkle and Janet K. Shinkle, which deed was filed as Instrument No. 5299 in Book 128, at page 939 in the office of the Dickinson County Recorder on May 6, 1992, an access easement over and across the real estate owned by Lois L. Morgan, and hereafter described. (The easement is for the purpose of ingress and egress to West Okoboji Lake and for the purpose of permitting the owners of the real estate above described to construct docks off the easement area along the shoreline of West Okoboji Lake, and to store dock material, boat hoists, and related equipment thereupon.) The easement herein granted is perpetual and shall enure to the successors in interest of the real estate above described.

The legal description of the easement area is as follows:

That part of Lot 10, Auditor's Plat #111, City of West Okoboji, Dickinson County, Iowa, described as: COMMENCING at the Northwest corner of Parcel A of Lot 10 of said Auditor's Plat #111; thence North 20°26'53" East, 201.70 feet; thence, North 08°31'55" East, 50.00 feet to the POINT OF BEGINNING of the centerline of a 10 foot wide Lake Access Easement; thence North 40°19'08" West 159.99 feet to the POINT OF TERMINATION of the centerline of the 10 foot wide Lake Access Easement and the POINT OF BEGINNING for a Lake Access Easement; thence South 49°40'52" West, 5.00 feet; thence North 40°09'52" West, 9.82 feet; thence North 38°00'29" West, 28.69 feet; thence North 79°14'39" West, 27 feet, more or less, to the shoreline of West Okoboji Lake; thence, Northerly 123 feet, more or less, along said shoreline; thence South 79°14'39" East, 42 feet, more or less; thence, South 10°45'21" West, 138.96 feet; thence, South 49°40'52" West, 5.00 feet to the POINT OF BEGINNING. The West line of Parcel A of Lot 10, Auditor's Plat #111 is assumed to bear North 10°10'00" East.

IN WITNESS WHEREOF, Lois Morgan, single, by Michael J. Chozen, her attorney-in-fact and Maymor, L.L.C, the owners and proprietors of the land described in the attached plat do hereby execute this Proprietor's Certificate.

Lois Morgan by Michael J. Chozen  
Lois Morgan, single, by Michael J. Chozen, her attorney-in-fact

MAYMOR L.L.C.  
By: Duane Mueske  
Duane Mueske, Manager

By: Mike Hoiem  
Mike Hoiem, Manager

STATE OF IOWA, COUNTY OF DICKINSON, ss:

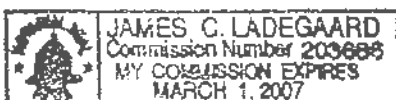
On this 10<sup>th</sup> day of June, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared **Michael J. Chozen**, on behalf of **Lois Morgan**, to me known to be the identical person whose name is subscribed to the foregoing instrument as attorney-in-fact for **Lois Morgan** and acknowledged that he executed the same as the voluntary act and deed of said **Michael J. Chozen**.



Sonya J. Kiehl  
Notary Public in and for said State

STATE OF IOWA, COUNTY OF DICKINSON, ss:

On this 14 day of June, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared, Duane Mueske and Mike Hoiem, to me personally known, who, being by me duly sworn, did say that they are the Managers of said limited liability company; that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its members; and Duane Mueske and Mike Hoiem acknowledged the execution of the instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



James G. Laodegaard  
Notary Public

**PLAT OF WHEELER WOODS  
RESTRICTIVE COVENANTS**

**EXCEPTIONS:** The following covenants apply to Lots 5, 6 and 7 only.

**USE OF LOTS:** All lots in the said subdivision shall be residential lots and shall be solely for single family residential purposes. All residence shall have at least a two-car attached garage. All garages are to be solely for the use of occupants of the residences. Garages may not be built independently of a residence on the same lot.

**LOT SIZE:** No lot may be sub-divided into smaller building lots, however, one (1) additional lot or portion thereof, as approved by the proprietor, may be added to provide larger yards or building sites.

**BUILDINGS:** No residence shall have ground floor areas of less than sixteen hundred (1600) square feet in the case of a one (1) story structure. For a two (2) story or one and one-half (1½) story residence, the ground floor shall have at least sixteen hundred (1600) square feet and the second floor at least six hundred (600) square feet. All areas shall be determined exclusive of open porches, basement, breezeways, patio areas, or garages.

There shall be a minimum slope of 6:12 on all roofs and a minimum of eight (8) foot sidewalls. No metal roofs shall be allowed. No open carports shall be permitted. No outbuildings shall be allowed including, but not limited to storage sheds.

All exterior construction shall be completed within twelve (12) months from commencement of construction.

At least fifty percent (50%) of the street side of all residences and attached garages shall be of brick and/or stone surface. All homes and garages shall have paint grade siding or better.

**CARE OF LOTS:** Owners of all lots shall at all times keep the same free and clear from all obstruction, debris, and obnoxious growths. No boats, trailers, campers, motorcycles, snowmobiles, tent trailers, house trailers, mobile homes, fish houses or other like vehicles or structures shall be stored or kept upon any lots except when enclosed within the garage. Refuse and garbage shall be disposed of in a manner consistent with the regulations of and Department of Health, the City of West Okoboji and good sanitation practices.

**MISCELLANEOUS PROHIBITIONS:** 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 and these covenants.

No business, trade or commercial activity of any kind may be conducted upon any lot excepting only for a one (1) person, one (1) room professional office or service office used by the residence occupant.

No lot owner may directly or indirectly permit the use of a lot in such a manner as to become a nuisance or annoyance to owners or occupants of lots within the plat.

No temporary structure, tent, trailer or similar structure shall be used as a residence.

No heating oil tanks, gasoline or other fuel tanks of any kind shall be permitted. In the event natural gas is not available, propane tanks shall be buried.

No advertising or billboards shall be permitted on the premises except a "For Sale" sign no larger than five (5) square feet in area. such sign shall pertain only to the premises upon which it is located.

No animals, such as, but not limited to, horses, cattle, sheep, hogs, goats, poultry or rabbits, shall be permitted. This shall not prohibit domestic cats and dogs as pets, provided that there is a limitation of two (2) dogs and two (2) cats per dwelling unit or household, and that they are confined upon the owners property.

No dog kennel run may be constructed with dimensions in excess of five (5) feet by twenty (20) feet, it shall be attached to the house shall be in the back yard and shall not extend more than ten (10) feet beyond the house in any direction and shall be no closer than four (4) feet to any side lot line or rear lot line. The holding of animals for commercial sale or breeding is prohibited.

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

No exterior lighting shall be installed and maintained so as to unreasonably disturb the owner of any other lot.

Easements for the installation and maintenance of utilities and facilities are dedicated as shown on the recorded plat.

**DRIVEWAYS AND PARKING.** All driveways and parking areas shall be hard surfaced with black top or concrete and must adjoin street surface, within six (6) months after construction of the building is substantially completed.

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, drainage 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.

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.

In the event the parties hereto, their heirs, assigns or any other owner of lots within this plat 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 including owners of lakeside lots 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.

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.

These covenants can only be amended by agreement of all the owners of the lakefront and off lake lots.

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 of the lakeshore lots within the subdivision.

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.

### CERTIFICATE OF SURVEY

I, **Richard Lee Knudson** of **Ryken Engineering**, land surveyor, authorized to practice in the State of Iowa, do hereby certify that I am a licensed land surveyor under the laws of the State of Iowa, Iowa license No. 15217, that at the instance and request of **Maymor, L.L.C., and Lois Morgan**, I surveyed the tract of real estate located in Dickinson County, Iowa, described in the Proprietor's Certificate for the purpose of subdividing and platting said real estate into an addition to be known as Wheeler Woods, City of West Okoboji, Dickinson County, Iowa, the plat of which is attached hereto and made a part of this certificate; that the real estate was surveyed under my direction and that the same was staked out and platted into 9 separate lots as shown on said plat; that the plat is a true and correct plat of said addition and that it sets forth the boundaries thereof with the size and dimensions of all lots in accordance with said survey. I further certify that the corners of all lots are marked with 5/8" yellow capped rebar and that all dimensions of said plat are shown in feet and decimals thereof.

IN WITNESS WHEREOF, I have hereunto signed my name this 16 day of JUNE, 2004.



Richard Lee Knudsen, License No. 15217  
Ryken Engineering



**APPROVAL OF THE PLANNING AND ZONING COMMISSION  
OF THE CITY OF WEST OKOBOJI, IOWA**

The undersigned, Jeanne Stuck, being the chairman of the Planning and Zoning Commission of City of West Okoboji, does hereby certify that the Plat of Wheeler Woods City of West Okoboji, Iowa, has been submitted to said Planning and Zoning Commission of the City of West Okoboji 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 West Okoboji and that therefore said Planning and Zoning Commission has approved said Plat on the 29<sup>th</sup> day of April, 2004, and has recommended approval of same by the City of West Okoboji, Iowa.

Dated this 29<sup>th</sup> day of April, 2004.

By: Jeanne Stuck  
Chairman of the Planning and Zoning Commission  
of the City of West Okoboji, Iowa

RESOLUTION NO. 2004-02

A RESOLUTION ADOPTING  
FINAL PLAT OF WHEELER WOODS SUBDIVISION  
WEST OKOBOJI, DICKINSON COUNTY, IOWA

WHEREAS, the City of West Okoboji, State of Iowa, is a duly organized municipal corporation; and

WHEREAS, the Plat of Wheeler Woods Subdivision is located in the City of West Okoboji, Dickinson County, 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 Wheeler Woods Subdivision, City of West Okoboji, Dickinson County, Iowa; and

WHEREAS, the City Council has reviewed the plat and it is the desire of the City Council to approve the aforementioned final plat.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the final plat of Wheeler Woods Subdivision, Dickinson County, 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 West Okoboji, Iowa this 7 day of June, 2004.

A YE:

NAY:

ABSENT:

Howard Kitterington  
Mayor

ATTEST:

Linda Marie  
City Clerk

I, Linda Marie, City Clerk of the City of West Okoboji, Iowa, hereby certify that the above and foregoing is a true copy of the resolution adopted by the City of West Okoboji on the date aforesaid, as shown by the records of the City of West Okoboji, Iowa.

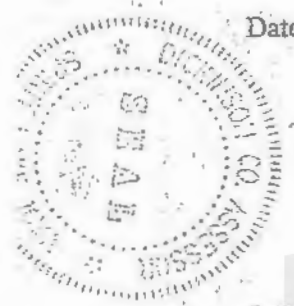
Linda Marie  
City Clerk

**ASSESSOR'S CERTIFICATE**

I, Patricia Dodds, Dickinson County Assessor, do hereby certify that a copy of the Plat of Wheeler Woods, City of West Okoboji, Dickinson County, Iowa, has been duly filed in my office this date as required by law.

Dated this 21<sup>st</sup> day of June, 2004.

Patricia Dodds  
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 Wheeler Woods, City of West Okoboji, Dickinson County, Iowa, as shown on the Plat attached hereto.

Dated this 21 day of June, 2004.

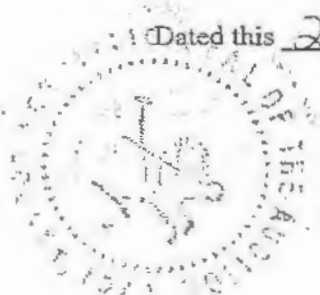
Linda M. Voss  
Linda Voss, Dickinson County Treasurer

**AUDITOR'S CERTIFICATE AND APPROVAL OF PLAT NAME**

I, Nancy Reiman, Dickinson County Auditor, do hereby certify that Plat of Wheeler Woods, City of West Okoboji is approved as the name for the Plat attached and that a copy of the attached Plat of Wheeler Woods, City of West Okoboji, 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 21 day of June, 2004.

Nancy Reiman  
Nancy Reiman, Dickinson County Auditor



**CONSENT TO PLAT BY MORTGAGEE**


Bank Midwest, Okoboji, Iowa, Mortgagee named in a certain real estate mortgage filed September 30, 2003 and recorded in Mortgage Record 251, Page 703 of the records of the Dickinson County Recorder's office does hereby consent to the plating of the real estate secured by such mortgage as part of the Plat of Wheeler Woods. This plat is prepared with the free consent of Bank Midwest and in accordance with its desire.

BANK MIDWEST

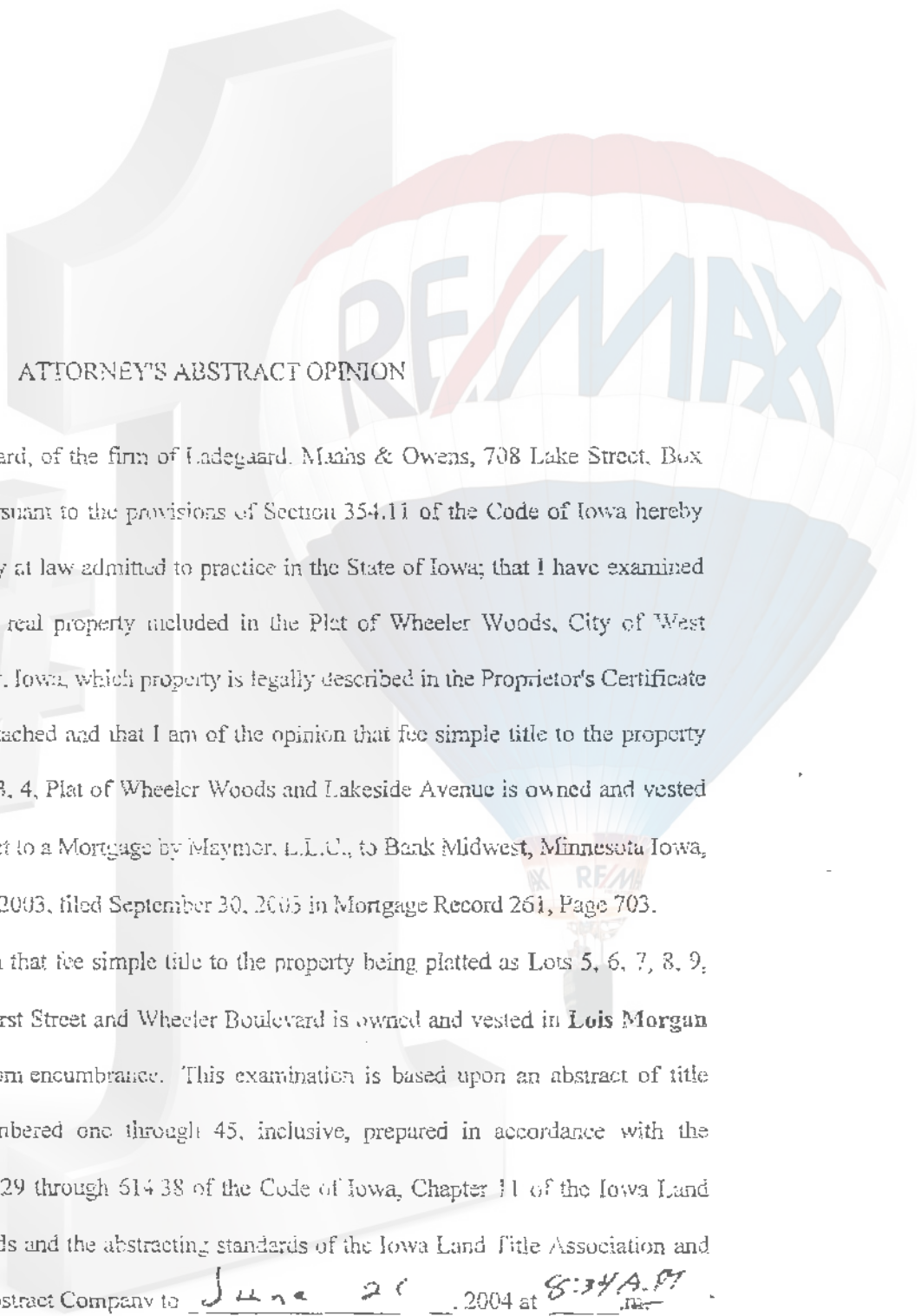
By Keith Deitering  
Sr. Vice President  
Title

STATE OF IOWA            )  
  ) ss  
Dickinson COUNTY )

On this 17th day of June, 2004, before me the undersigned, a notary public, in and for said County and State, personally appeared Keith Deitering to me personally known, who being by me duly sworn, did say that he is the Sr. Vice President of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that he, as 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.

 **SONYA J. KIEHL**  
Commission Number 709730  
MY COMMISSION EXPIRES  
MAY 8, 2007


[Signature]  
Notary Public, State of Iowa



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 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 Wheeler Woods, City of West Okoboji, 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 property being platted as Lots 1, 2, 3, 4, Plat of Wheeler Woods and Lakeside Avenue is owned and vested in **Maymor, L.L.C.**, subject to a Mortgage by Maymor, L.L.C., to Bank Midwest, Minnesota Iowa, N.A., dated September 29, 2003, filed September 30, 2003 in Mortgage Record 261, Page 703.

I am of the opinion that fee simple title to the property being platted as Lots 5, 6, 7, 8, 9, Plat of Wheeler Woods, First Street and Wheeler Boulevard is owned and vested in **Lois Morgan** and that said land is free from encumbrance. This examination is based upon an abstract of title containing 45 entries numbered one through 45, 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 June 21, 2004 at 8:34 A.M.

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

**PLAT OF WHEELER WOODS  
RESTRICTIVE COVENANTS**

**EXCEPTIONS:** The following covenants apply to Lots 5, 6 and 7 only.

**USE OF LOTS:** All lots in the said subdivision shall be residential lots and shall be solely for single family residential purposes. All residence shall have at least a two-car attached garage. All garages are to be solely for the use of occupants of the residences. Garages may not be built independently of a residence on the same lot.

**LOT SIZE:** No lot may be sub-divided into smaller building lots, however, one (1) additional lot or portion thereof, as approved by the proprietor, may be added to provide larger yards or building sites.

**BUILDINGS:** No residence shall have ground floor areas of less than sixteen hundred (1600) square feet in the case of a one (1) story structure. For a two (2) story or one and one-half (1½) story residence, the ground floor shall have at least sixteen hundred (1600) square feet and the second floor at least six hundred (600) square feet. All areas shall be determined exclusive of open porches, basement, breezeways, patio areas, or garages.

There shall be a minimum slope of 6:12 on all roofs and a minimum of eight (8) foot sidewalls. No metal roofs shall be allowed. No open carports shall be permitted. No outbuildings shall be allowed including, but not limited to storage sheds.

All exterior construction shall be completed within twelve (12) months from commencement of construction.

At least fifty percent (50%) of the street side of all residences and attached garages shall be of brick and/or stone surface. All homes and garages shall have paint grade siding or better.

**CARE OF LOTS:** Owners of all lots shall at all times keep the same free and clear from all obstruction, debris, and obnoxious growths. No boats, trailers, campers, motorcycles, snowmobiles, tent trailers, house trailers, mobile homes, fish houses or other like vehicles or structures shall be stored or kept upon any lots except when enclosed within the garage. Refuse and garbage shall be disposed of in a manner consistent with the regulations of and Department of Health, the City of West Okobojo and good sanitation practices.

**MISCELLANEOUS PROHIBITIONS:** 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 and these covenants.

No business, trade or commercial activity of any kind may be conducted upon any lot excepting only for a one (1) person, one (1) room professional office or service office used by the residence occupant.

No lot owner may directly or indirectly permit the use of a lot in such a manner as to become a nuisance or annoyance to owners or occupants of lots within the plat.

No temporary structure, tent, trailer or similar structure shall be used as a residence.

No heating oil tanks, gasoline or other fuel tanks of any kind shall be permitted. In the event natural gas is not available, propane tanks shall be buried.

No advertising or billboards shall be permitted on the premises except a "For Sale" sign no larger than five (5) square feet in area, such sign shall pertain only to the premises upon which it is located.

No animals, such as, but not limited to, horses, cattle, sheep, hogs, goats, poultry or rabbits, shall be permitted. This shall not prohibit domestic cats and dogs as pets, provided that there is a limitation of two (2) dogs and two (2) cats per dwelling unit or household, and that they are confined upon the owners property.

No dog kennel run may be constructed with dimensions in excess of five (5) feet by twenty (20) feet, it shall be attached to the house shall be in the back yard and shall not extend more than ten (10) feet beyond the house in any direction and shall be no closer than four (4) feet to any side lot line or rear lot line. The holding of animals for commercial sale or breeding is prohibited.

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

No exterior lighting shall be installed and maintained so as to unreasonably disturb the owner of any other lot.

Easements for the installation and maintenance of utilities and facilities are dedicated as shown on the recorded plat.

**DRIVEWAYS AND PARKING.** All driveways and parking areas shall be hard surfaced with black top or concrete and must adjoin street surface, within six (6) months after construction of the building is substantially completed.

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, drainage 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.

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.

In the event the parties hereto, their heirs, assigns or any other owner of lots within this plat 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 including owners of lakeside lots 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.

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.

These covenants can only be amended by agreement of all the owners of the lakefront and off lake lots.

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 of the lakeshore lots within the subdivision.

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.






CERTIFICATE OF SURVEY

I, **Richard Lee Knudson** of **Ryken Engineering**, land surveyor, authorized to practice in the State of Iowa, do hereby certify that I am a licensed land surveyor under the laws of the State of Iowa, Iowa license No. 15217, that at the instance and request of **Maymor, L.L.C., and Lois Morgan**, I surveyed the tract of real estate located in Dickinson County, Iowa, described in the Proprietor's Certificate for the purpose of subdividing and platting said real estate into an addition to be known as Wheeler Woods, City of West Okemoji, Dickinson County, Iowa, the plat of which is attached hereto and made a part of this certificate; that the real estate was surveyed under my direction and that the same was staked out and platted into 9 separate lots as shown on said plat; that the plat is a true and correct plat of said addition and that it sets forth the boundaries thereof with the size and dimensions of all lots in accordance with said survey. I further certify that the corners of all lots are marked with 5/8" yellow capped rebar and that all dimensions of said plat are shown in feet and decimals thereof.

IN WITNESS WHEREOF, I have hereunto signed my name this 16 day of JUNE, 2004.

  
Richard Lee Knudsen, License No. 15217  
Ryken Engineering

APPROVAL OF THE PLANNING AND ZONING COMMISSION  
OF THE CITY OF WEST OKOBOJI, IOWA

The undersigned, Jeanne Stuck, being the chairman of the Planning and Zoning Commission of City of West Okoboji, does hereby certify that the Plat of Wheeler Woods City of West Okoboji, Iowa, has been submitted to said Planning and Zoning Commission of the City of West Okoboji 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 West Okoboji and that therefore said Planning and Zoning Commission has approved said Plat on the 29<sup>th</sup> day of April, 2004, and has recommended approval of same by the City of West Okoboji, Iowa.

Dated this 29<sup>th</sup> day of April, 2004.

By: Jeanne Stuck  
Chairman of the Planning and Zoning Commission  
of the City of West Okoboji, Iowa

RESOLUTION NO. 2004-02

A RESOLUTION ADOPTING  
FINAL PLAT OF WHEELER WOODS SUBDIVISION  
WEST OKOBOJI, DICKINSON COUNTY, IOWA

WHEREAS, the City of West Okoboji, State of Iowa, is a duly organized municipal corporation; and

WHEREAS, the Plat of Wheeler Woods Subdivision is located in the City of West Okoboji, Dickinson County, 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 Wheeler Woods Subdivision, City of West Okoboji, Dickinson County, Iowa; and

WHEREAS, the City Council has reviewed the plat and it is the desire of the City Council to approve the aforementioned final plat.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the final plat of Wheeler Woods Subdivision, Dickinson County, 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 West Okoboji, Iowa this 7 day of June, 2004.

AYE:

NAY:

ABSENT:

Howard Kitterington  
Mayor

ATTEST:

Linda Maske  
City Clerk

I, Linda Maske, City Clerk of the City of West Okoboji, Iowa, hereby certify that the above and foregoing is a true copy of the resolution adopted by the City of West Okoboji on the date aforesaid, as shown by the records of the City of West Okoboji, Iowa.

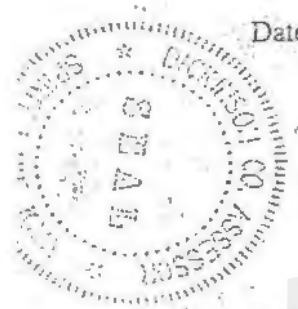
Linda Maske  
City Clerk

**ASSESSOR'S CERTIFICATE**

I, **Patricia Dodds**, Dickinson County Assessor, do hereby certify that a copy of the Plat of Wheeler Woods, City of West Okoboji, Dickinson County, Iowa, has been duly filed in my office this date as required by law.

Dated this 21<sup>st</sup> day of June, 2004.

Patricia Dodds  
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 Wheeler Woods, City of West Okoboji, Dickinson County, Iowa, as shown on the Plat attached hereto.

Dated this 21 day of June, 2004.

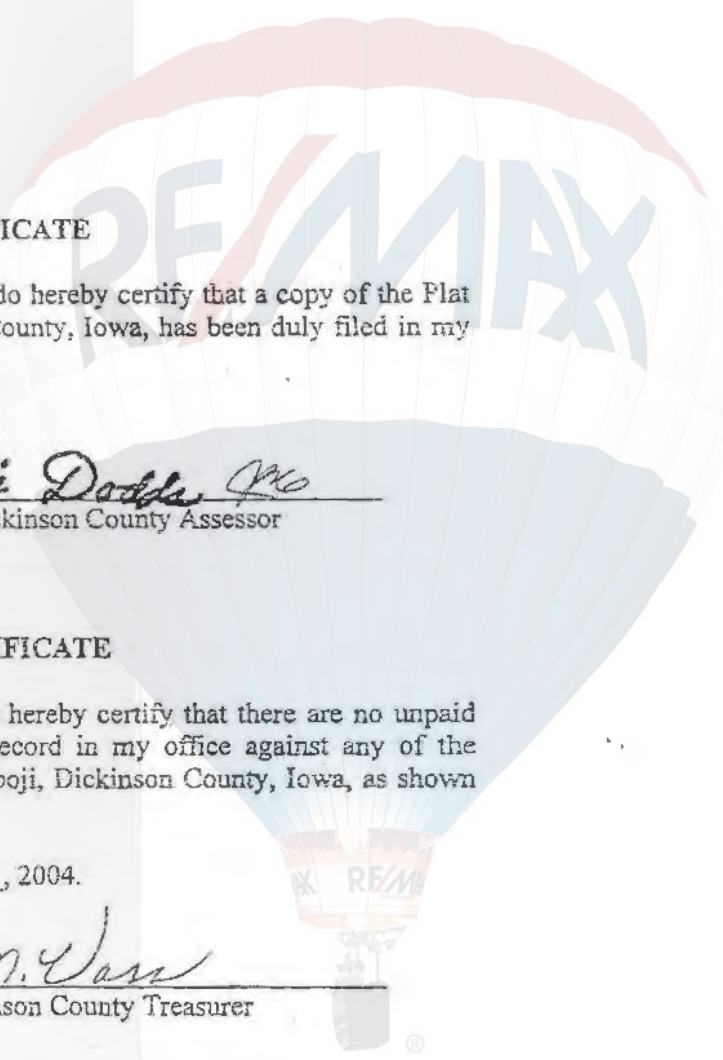
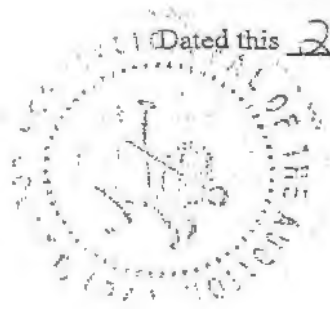
Linda M. Voss  
Linda Voss, Dickinson County Treasurer

**AUDITOR'S CERTIFICATE AND APPROVAL OF PLAT NAME**

I, **Nancy Reiman**, Dickinson County Auditor, do hereby certify that Plat of Wheeler Woods, City of West Okoboji is approved as the name for the Plat attached and that a copy of the attached Plat of Wheeler Woods, City of West Okoboji, 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 21 day of June, 2004.

Nancy Reiman  
Nancy Reiman, Dickinson County Auditor



**CONSENT TO PLAT BY MORTGAGEE**


Bank Midwest, Okoboji, Iowa, Mortgagee named in a certain real estate mortgage filed September 30, 2003 and recorded in Mortgage Record 251, Page 703 of the records of the Dickinson County Recorder's office does hereby consent to the platting of the real estate secured by such mortgage as part of the Plat of Wheeler Woods. This plat is prepared with the free consent of Bank Midwest and in accordance with its desire.

BANK MIDWEST

By Keith Deitering  
Sr. Vice President  
Title

STATE OF IOWA )  
 ) ss  
Dickinson COUNTY )

On this 17th day of June, 2004, before me the undersigned, a notary public, in and for said County and State, personally appeared Keith Deitering to me personally known, who being by me duly sworn, did say that he is the Sr. Vice President of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that he as 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.

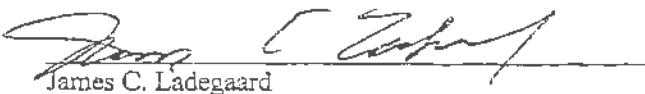
 **SONYA J. KIEHL**  
Commission Number 709730  
MY COMMISSION EXPIRES  
MAY 3, 2007

[Signature]  
Notary Public, State of Iowa

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 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 Wheeler Woods, City of West Okoboji, 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 property being platted as Lots 1, 2, 3, 4, Plat of Wheeler Woods and Lakeside Avenue is owned and vested in Maymor, L.L.C., subject to a Mortgage by Maymor, L.L.C., to Bank Midwest, Minnesota Iowa, N.A., dated September 29, 2003, filed September 30, 2003 in Mortgage Record 251, Page 703.

I am of the opinion that fee simple title to the property being platted as Lots 5, 6, 7, 8, 9, Plat of Wheeler Woods, First Street and Wheeler Boulevard is owned and vested in Lois Morgan and that said land is free from encumbrance. This examination is based upon an abstract of title containing 45 entries numbered one through 45, 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 June 21, 2004 at 8:34 A.M.



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