

2133

**FILED**  
BOOK 1749 PAGE 353-385  
DATE 9-9-93 TIME 3:25 PM

CAROL HOL  
COUNTY RECORDER  
DALLAS CO. IOWA

RECORDING 1050/1.00  
TRANSFER 10.00  
176.00

DALLAS COUNTY

PLATTING WORKSHEET - IOWA CODE §354

SUBDIVISION NAME: WEST LAKES OFFICE PARK PLAT 3

BRIEF LEGAL: Property located in Section 1-78 N.-26, West Des Moines, Dallas County, Iowa (See Exhibit A)

CONTACT PERSON: Diane Davidson/Linda Andreini

ADDRESS: Central Properties, Inc., 6000 Westown Parkway, Suite 330W

CITY/ST/ZIP: West Des Moines, Iowa 50266

TELEPHONE: 221-6000

Entered for Taxation the 14  
day of September, 1993  
Carol Hol Auditor  
Deputy  
Book 0 Page 302, 306 + 306A  
17 3 (78-26)

DOCUMENTS REQUIRED:

- 1. FINAL PLAT - Four (4) original drawings (any size). One (1) exact copy no greater than 11 x 17" or less than 8-1/2 x 11".
- 2. ACCEPTANCE by City, County or both depending on location. A signed statement must be on the final plat or a separate resolution containing signature of county Zoning Administrator, Chairman of Zoning Commission, County Engineer, Chairman of the Board of Supervisors for a rural subdivision. If within two (2) miles of a city, check on whether city consent is required.
- 3. SURVEYOR'S CERTIFICATION - An original signature by a registered land surveyor, surveyor's registration number and legible seal affixed to final drawings. (Reduced copy does not require original signature.)
- 4. DEDICATION OF OWNER - Statement signed by both husband and wife consenting that the property is to be subdivided. Also if any property within these boundaries has been sold, the consent of the titleholders or contract purchasers will be needed.
- 5. RESTRICTIVE COVENANTS - If applicable.
- 6. RECORDER'S CERTIFICATE - To include subdivision name, legal description and current ownership. Document certifies that are no liens or encumbrances unless so stated. This document is prepared by the party initiating the subdivision and is submitted to the County Recorder along with a copy of the attorney's opinion for review and signature.
- 7. ACCEPTANCE BY MORTGAGE HOLDER - If applicable.
- 8. TREASURER'S CERTIFICATE - To include subdivision name, legal description and current ownership. Document certifies the property is free of encumbrances and taxes are paid unless so stated. This document is prepared by the party initiating the subdivision and is submitted to the county Treasurer along with a copy of the attorney's opinion for review and signature.
- 9. ATTORNEY'S OPINION - Document stating that property is free of liens and encumbrances and that subdivider owns the platted land.
- 10. GROUNDWATER HAZARD STATEMENT - Subdivision name and owners listed as Transferor - no listing for Transferee.

Waiver of Right to Repurchase 1-31-95 Bl 782 Pg 4Z  
Ordinance 10/23/98 Bl 1998 - Pg 11350

SIGNATURE Linda Andreini  
Owner or Agent

**RESOLUTION**

**WHEREAS**, a final plat was submitted to the City Council of West Des Moines, Iowa, at a meeting held on October 26, 1992, said plat being described as follows:

**WEST LAKES OFFICE PARK PLAT 3**

See Attached Exhibit A

**WHEREAS**, the West Des Moines Plan and Zoning Commission has reviewed the above Final Plat and recommended approval of same on October 7, 1992, and;

**WHEREAS**, the Owner, **WEST LAKES DEVELOPMENT COMPANY**, has provided deeds and easements for the construction of streets and utilities to be dedicated for public purposes as a part of West Lakes Office Park Plat 3, and;

**WHEREAS**, the Owner, **WEST LAKES DEVELOPMENT COMPANY**, has supplied a deed to the City of West Des Moines for Lots "A", "B", "C", "D", "E" and "F" to be dedicated as public streets, and;

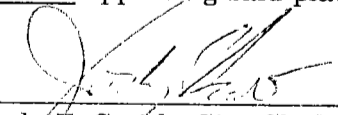
**WHEREAS**, the Owner, **WEST LAKES DEVELOPMENT COMPANY**, has supplied an Agreement to the City addressing the liability and maintenance of the proposed dam proposed as a part of the West Lakes Office Park Plat 3, and;

**WHEREAS**, West Lakes Office Park Plat 3 is zoned "PUD" Planned Unit Development and meets all requirements of that PUD.

**NOW THEREFORE** comes the City Council of West Des Moines, Polk County, Iowa and directs the City Clerk to release said plat for recordation in accordance with said City Council approval of the final plat on October 26, 1992 and Roll Call No. 92-337 and a deed has been provided for the construction of streets and utilities for public purposes.

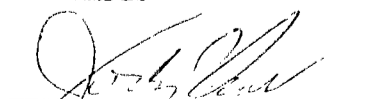
**CERTIFICATE**

I, Jody E. Smith, City Clerk for said City, hereby certify that at a meeting of the City Council of said City of West Des Moines, held on October 26, 1992, among other proceedings, Roll Call 92-337 approving said plat was approved, and released for recordation.

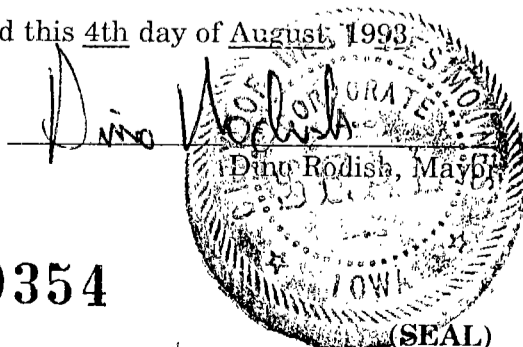
  
\_\_\_\_\_  
Jody E. Smith, City Clerk

**IN WITNESS WHEREOF**, I have hereunto set my hand this 4th day of August, 1993.

**ATTEST:**

  
\_\_\_\_\_  
Jody E. Smith, City Clerk

BOOK -749 PAGE 0354



### EXHIBIT A

Outlot 1, Continental Plaza Plat 1, an Official Plat, and Outlot "C" and a parcel of land in Outlot "A", West Lakes Office Park Plat 1, an Official Plat, and a parcel of land in Government Lots 2, 3 and 4 in Section 1, Township 78 North, Range 26 West of the 5th P.M., City of West Des Moines, Dallas County, Iowa, that is more particularly described as follows:

Beginning at the northwest corner of Government Lot 4; thence N89°44'52"E, 1367.97 feet along the north line of Government Lots 4 and 3 to a point; thence N89°27'14"E, 1127.44 feet along the north line of Government Lot 3 to the northeast corner of said lot; thence N89°36'20"E, 190.94 feet along the north line of Government Lot 2 to the northwest corner of West Lakes Office Park Plat 1, an Official Plat; thence S00°29'56"E, 1320.00 feet along the west line of said West Lakes Office Park Plat 1 to a point; thence S89°36'54"W, 442.20 feet along said west line to a point; thence S37°17'46"W, 353.79 feet to a point on said west line; thence S00°42'02"E, 582.80 feet along said west line to a point on a curve; thence southeasterly along a curve to the left having a radius of 1400.00 feet and a chord bearing of S66°57'16"E, an arc length of 511.21 feet to a point on the east line of Outlot 1, Continental Plaza Plat 1; thence S00°29'46"E, 507.60 feet along said east line to the southeast corner of said Outlot; thence S89°12'58"W, 800.60 feet along the south line of said Outlot to a point; thence N87°48'34"W, 587.27 feet along said south line to a point; thence N73°57'56"W, 426.74 feet along said south line to the southwest corner of said Outlot; thence N16°02'04"E, 278.74 feet along the west line of said Outlot to a point; thence N07°42'54"W, 60.00 feet along said west line to the northwest corner of said Outlot; thence S82°17'06"W, 148.40 feet along the north line of Continental Plaza Plat 1 to a point; thence N00°00'00"E, 1119.20 feet along said north line to a point; thence N90°00'00"W, 644.32 feet along said north line to a point on the west line of said Government Lot 4; thence N00°00'00"E, 1319.75 feet along said west line to the point of beginning. All containing a total of 137.177 acres more or less.

**CONSENT TO PLAT**

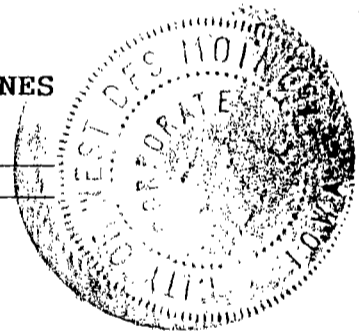
STATE OF IOWA )  
 ) SS;  
COUNTY OF POLK )

The undersigned hereby states, acknowledges and certifies that THE CITY OF WEST DES MOINES, is the proprietor and record title owner of the real estate described as that portion of Lot 19 and Outlot "X", which is a portion of the real estate described on Exhibit "A", which is to be subdivided and platted as WEST LAKES OFFICE PARK PLAT 3, as it appears on the accompanying plat, and is done so with the free consent and in accordance with the desire of said owner. Further, the undersigned hereby dedicates to the public all lands within the plat that are designed for streets or other public use.

Dated this 5<sup>th</sup> day of August, 1993.

THE CITY OF WEST DES MOINES

By: Dino Rodich  
Title: Mayor



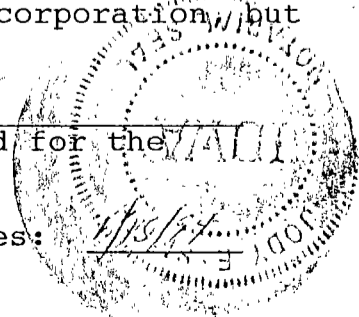
**ACKNOWLEDGEMENT**

STATE OF IOWA )  
 ) SS;  
COUNTY OF POLK )

On this 8<sup>th</sup> day of August, 1993, before me, Dino Rodich, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_, to me personally known, and, who being by me duly sworn, did say that he is the Mayor of THE CITY OF WEST DES MOINES, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No. \_\_\_\_\_ passed (the Resolution adopted) by the City Council, under Roll Call No. 22-327 of the City Council on the 24<sup>th</sup> day of October, 1992, and that Dino Rodich acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, but it voluntarily executed.

[Signature]  
Notary Public in and for the  
State of Iowa.

My Commission Expires: 1/15/97



**EXHIBIT A**

**LEGAL DESCRIPTION**

Outlot 1, Continental Plaza Plat 1, an official plat, and Outlot "C" and a parcel of land in Outlot "A", West Lakes Office Park Plat 1, an official plat, and a parcel of land in Government Lots 2, 3 and 4 in Section 1, Township 78 North, Range 26 West of the 5th P.M., City of West Des Moines, Dallas County, Iowa, that is more particularly described as follows:

Beginning at the Northwest Corner of Government Lot 4; thence N 89°44'52" E, 1367.97 feet along the North line of Government Lots 4 and 3 to a point; thence N 89°27'14" E, 1127.44 feet along the North line of Government Lot 3 to the Northeast Corner of said Lot; thence N 89°36'20" E, 190.94 feet along the North line of Government Lot 2 to the Northwest Corner of West Lakes Office Park Plat 1, an official plat; thence S 00°29'56" E, 1320.00 feet along the West line of said West Lakes Office Park Plat 1 to a point; thence S 89°36'54" W, 442.20 feet along said West line to a point; thence S 37°17'46" W, 353.79 feet to a point on said West line; thence S 00°42'02" E, 582.80 feet along said West line to a point on a curve; thence Southeasterly along a curve to the left having a radius of 1400.00 feet and a chord bearing of S 66°57'16" E, an arc length of 511.21 feet to a point on the East line of Outlot 1, Continental Plaza Plat 1; thence S 00°29'46" E, 507.60 feet along said East line to the Southeast Corner of said Outlot; thence S 89°12'58" W, 800.60 feet along the South line of said Outlot to a point; thence N 87°48'34" W, 587.27 feet along said South line to a point; thence N 73°57'56" W, 426.74 feet along said South line to the Southwest Corner of said Outlot; thence N 16°02'04" E, 278.74 feet along the West line of said Outlot to a point; thence N 07°42'54" W, 60.00 feet along said West line to the Northwest Corner of said Outlot; thence S 82°17'06" W, 148.40 feet along the North line of Continental Plaza Plat 1 to a point; thence N 00°00'00" E, 1119.20 feet along said North line to a point; thence N 90°00'00" W, 644.32 feet along said North line to a point on the West line of said Government Lot 4; thence N 00°00'00" E, 1319.75 feet along said West line to the point of beginning.

CONSENT TO PLAT

STATE OF IOWA )  
COUNTY OF POLK ) SS:

The undersigned hereby states, acknowledges and certifies that WEST LAKES DEVELOPMENT COMPANY, an Iowa general partnership, is the proprietor and record title owner of the real estate described on Exhibit A, which is to be subdivided and platted as WEST LAKES OFFICE PARK PLAT 3 (except that portion owned by the City of West Des Moines, public highways, and that portion thereof located in Outlot A in West Lakes Office Park Plat 1), as it appears on the accompanying plat, and is done so with the free consent and in accordance with the desire of said owner. Further, the undersigned hereby dedicates to the public all lands within the plat that are designated for streets or other public use.

Dated this 2nd day of December, 1992.

WEST LAKES DEVELOPMENT  
COMPANY, an Iowa general  
partnership,

BY: I.R.F.B. JOINT VENTURE,  
an Iowa joint venture, as managing  
partner in West Lakes  
Development Company,

BY: FARM BUREAU LIFE  
INSURANCE COMPANY, an  
Iowa corporation, a joint venturer  
of I.R.F.B. Joint Venture,

By: Richard W. Williams  
Title: Vice President - Investments

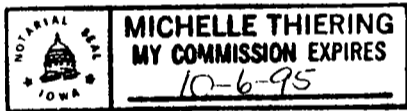
By: Julia K. Knapp  
Title: Real Estate U.P.

BY: IOWA REALTY CO., INC.,  
an Iowa corporation, a joint  
venturer in I.R.F.B. Joint Venture,

By: William C. Knapp II  
William C. Knapp II,  
Senior Vice President

STATE OF IOWA }  
COUNTY OF POLK } SS.

On this 2<sup>nd</sup> day of December, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard D. Warming and Joel Klisak, to be personally known, who being by me duly sworn, did say that they are the V.P. - Investments and Real Estate V.P. of Farm Bureau Life Insurance Company, a joint venturer in I.R.F.B. Joint Venture; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Richard D. Warming and Joel Klisak as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Michelle Thiering  
Notary Public in and for the State  
of Iowa

STATE OF IOWA }  
COUNTY OF POLK } SS.

On this 2<sup>nd</sup> day of December, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William C. Knapp II, to me personally known, who being by me duly sworn, did say that he is the Senior Vice President, of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that William C. Knapp II as such 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.



Linda Andreini  
Notary Public in and for the State  
of Iowa

EXHIBIT A

LEGAL DESCRIPTION

Outlot 1, Continental Plaza Plat 1, an official plat, and Outlot "C" and a parcel of land in Outlot "A", West Lakes Office Park Plat 1, an official plat, and a parcel of land in Government Lots 2, 3 and 4 in Section 1, Township 78 North, Range 26 West of the 5th P.M., City of West Des Moines, Dallas County, Iowa, that is more particularly described as follows:

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71  
C  
courtesy  
After recording return to:  
ATTN: General Counsel  
Central Properties, Inc.  
6000 Westown Parkway, Suite 330W  
West Des Moines, Iowa 50266

chg

**DECLARATION OF PROTECTIVE COVENANTS FOR  
WEST LAKES OFFICE PARK**

FILED FOR RECORD  
POLK COUNTY, IOWA  
93 AUG 17 P 1:48 8

This Declaration is made this 29 day of March, 1993, by **WEST LAKES DEVELOPMENT COMPANY**, an Iowa General Partnership, (hereinafter referred to as "Grantor") and **FARM BUREAU LIFE INSURANCE COMPANY**, an Iowa Corporation (hereinafter referred to as "Farm Bureau").

**Article I**

INST # 011192  
RECORDING FEE 71.00  
AUDITOR FEE \_\_\_\_\_

**RECITALS**

- 1.01 WHEREAS, Grantor is the owner of certain real property in the County of Polk, State of Iowa, more particularly described as:
- Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and Outlots B, C, D, E, F and G, all in WEST LAKES OFFICE PARK PLAT 2, an Official Plat, West Des Moines, Iowa; and
- 1.02 WHEREAS, Grantor is the owner of certain real property in the County of Dallas, State of Iowa, more particularly described as:
- Lots 5, 9, 10, 11 and 12 in WEST LAKES OFFICE PARK PLAT 1, an Official Plat, West Des Moines, Iowa; and
- 1.03 WHEREAS, Grantor is the owner of certain real property in the County of Dallas, State of Iowa, more particularly described as:
- Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20 and 21 and Outlots Y and Z in WEST LAKES OFFICE PARK PLAT 3, an Official Plat, West Des Moines, Iowa; and
- 1.04 WHEREAS, Farm Bureau is the owner of certain real property in the County of Polk, State of Iowa, more particularly described as:
- Lots 1, 19 and Outlot A in WEST LAKES OFFICE PARK, PLAT 2, an Official Plat, West Des Moines, Iowa; and
- 1.05 WHEREAS, Grantor and Farm Bureau are desirous of subjecting the Property to protective conditions, covenants, restrictions, reservations, and easements hereinafter set forth, each and all of which is and are for the benefit of the Property and for each owner thereof and the Grantor hereunder, and shall inure to the benefit of and pass with the Property and each and every parcel thereof and shall apply to and bind the successors in interest and any owner thereof; and
- 1.06 WHEREAS, Common Ground for lakes, entrance ways and other common uses are described herein.

NOW, THEREFORE, Grantor and Farm Bureau hereby declare that the Property described and referred to herein is and shall be held, transferred, sold, conveyed, leased, and occupied subject to the protective conditions, covenants, restrictions, reservations and easements hereinafter set forth.

## Article II

### DEFINITION OF TERMS

- 2.01 "Association" shall mean and refer to West Lakes Office Park Owners Association, its successors and assigns, a non-profit corporation organized pursuant to Chapter 504A of the Code of Iowa, 1991.
- 2.02 "Board" shall mean and refer to the Board of Directors of the Association duly elected in accordance with the Articles of Incorporation and Bylaws of the Association.
- 2.03 "Common Ground" shall mean that land conveyed to the Association for common use of all owners of the Property as shown on the recorded subdivision plats of West Lakes Office Park Plats 2 and 3 more particularly described as:

Outlots B, C, D, E, F and G in WEST LAKES OFFICE PARK PLAT 2, an Official Plat; West Des Moines, Polk County, Iowa; and

Outlots Y and Z in WEST LAKES OFFICE PARK PLAT 3, an Official Plat; West Des Moines, Dallas County, Iowa.

Common Ground shall also mean that land conveyed to the Association for common use pursuant to Article 5 below.

- 2.04 "Building Site" shall mean any lot, tract, or portion thereof, or two or more contiguous lots, tracts, or portions thereof in the Property, including real property subject to recorded easements, upon which a building or buildings and appurtenant structures may be erected.
- 2.05 "Grantor" shall mean West Lakes Development Company, its successors and assigns unless the context indicates otherwise.
- 2.06 "Improvements" shall mean and include a building or buildings, outbuildings, parking areas, loading areas, fences, walls, hedges, signs, lawns, landscaping, poles, and any structures of any type or kind, and all additions to any of the foregoing.
- 2.07 "Building Line or Lines" shall mean the minimum distance which buildings and outbuildings shall be set back from the property or street lines.
- 2.08 "West Lakes Office Park" shall mean the real property described in Article I above and may also be referred to as "Office Park".
- 2.09 "Architectural Review Committee" shall be composed of no less than three (3) or more than five (5) individuals, designated from time to time by the Board, who shall have the powers and duties as set forth herein.
- 2.10 "Design Criteria" shall mean and refer to the development criteria and design standards prescribing the quality and character specifications prepared by Grantor from time to time. Such Design Criteria may be modified or amended from time to time in the future by the Board in its sole discretion subject to any necessary approval and/or changes by any regulatory authorities of the City of West Des

Moines, County of Polk or other governing body and shall be binding upon all of the Property.

- 2.11 "Property" shall mean and refer to the real property described in Article I, above.

#### **Article III**

#### **PROPERTY SUBJECT TO THESE PROTECTIVE COVENANTS**

- 3.01 The Property, subject to liens, encumbrances, easements, conditions, reservations, restrictions, and plats of record and/or to be recorded, shall be held, conveyed, transferred, occupied and sold subject to these Protective Covenants.

#### **Article IV**

#### **PURPOSE OF PROTECTIVE COVENANTS**

- 4.01 The Property is subjected to these Protective Covenants to insure the proper use and most appropriate development of and improvements on each building site thereof. It is the intent of these Protective Covenants to provide conditions, covenants, restrictions, reservations, standards, and easements to insure that the Property will always be maintained as an attractive, park-like setting for business with ample, landscaped, open areas; attractive, high quality structures; proper and desirable use and appropriate development and improvement of all property; to protect the owners, lessees and sublessees of property against improper and undesirable use of surrounding property; to guard against depreciation in value of property, to guard against erection of structures constructed improperly or of unsuitable materials or design; to encourage the erection of attractive improvements at appropriate locations; to prevent haphazard and inharmonious improvement of property; to insure the proper maintenance of the Office Park signage, common ground, storm water detention system; and in general to provide adequately for a high type and quality of improvement and development in the Office Park. This section shall be used by the Board as a standard in judging performance and interpreting the provisions of these Protective Covenants and in granting approval or disapproval of development by property owners, lessees and sublessees in West Lakes Office Park.

#### **Article V**

#### **COMMON GROUND**

- 5.01 Grantor has conveyed certain Common Ground to the Association by separate instrument executed simultaneously herewith, subject to the provisions of this instrument. The Association shall hold the Common Ground pursuant to this Declaration. The Common Ground shall not be changed and shall continue in perpetuity except upon approval of all members of the Association subject to the provisions for dedication or transfer provided in Section 5.03 below. Notwithstanding the above, Grantor shall have the right to convey additional Common Ground to the Association from time to time so long as Grantor possesses any voting rights in the Association. Likewise, Farm Bureau has the right but not the obligation to submit Outlot A to the Association as Common Ground at any time Farm Bureau possesses any voting rights in the Association.

- 5.02 The Common Ground shall be used by the Association for the creation and maintenance of entrance amenities, lakes, greenbelt boulevards, cul-de-sacs, pedestrian walk ways, jogging paths, bicycle trails and other common uses within the sole discretion of the Board.
- 5.03 In the event it shall become necessary for any public agency to acquire all of any part of the Common Ground for any public purpose, the Board is hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Association need be made party, and in any event the proceeds received shall be held by the Association for the benefit of those entitled to the use of the Common Ground.
- 5.04 The Association shall be responsible for the management and control, for the exclusive benefit of the owners of any portion of the Property of the Common Ground conveyed to it and all improvements thereon and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with the standards of sound property management. In the event the need for maintenance or repair of any portion of the Common Ground or the Improvements thereon is caused through the willful or negligent acts of an owner of a portion of the Property, its guests or invitees, the cost of such maintenance or repair shall be added to and become part of the assessment to which the owner is subject and a lien upon the lot or a portion of the Property it shall become due and payable upon demand.

#### Article VI

##### MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

- 6.01 Membership. Every owner of a Building Site shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any such Building Site. Ownership of a Building Site shall be the sole qualification for membership.
- 6.02 Voting Rights. The voting rights of members and the reserve rights of the Grantor are specified in the Articles of Incorporation and Bylaws of the Association.
- 6.03 Authority and Obligations. The Association through its Board of Directors, shall have the right, power and authority to provide for the enforcement of these Protective Covenants; to review and approve plans and specifications as required by these Protective Covenants; and to establish policies and procedures for such review and approval or disapproval; to provide for any improvements or maintenance of improvements in the Common Ground which they may deem necessary or desirable; to levy, collect, and have jurisdiction, control and possession of assessments as hereinafter provided; to enter into contracts as may be necessary or desirable to carry out the provisions of these Protective Covenants; and to otherwise establish such procedures and policies necessary or deemed desirable to provide for the general welfare, in accordance with the spirit and letter of these Protective Covenants, including the power to make variances in these Protective Covenants, but only in accord with the intent and purpose of Articles IV above. The Association shall have the duty, responsibility and obligation to maintain, operate, improve and reconstruct as necessary the Common Ground.

## Article VII

### COVENANT FOR MAINTENANCE ASSESSMENTS

- 7.01 **Creation of Lien and Personal Obligation.** The Grantor and Farm Bureau hereby covenant and each owner of a Building Site by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association assessments as provided in this Declaration. The assessments levied by the Association, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made senior to all liens except the first mortgage of record and any ad valorem taxes. Such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of the Building Site at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to said owner's successor in title unless expressly assumed by them.
- 7.02 **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of carrying out the general duties and powers of the Association, including, but not limited to improvements, maintenance and operation of the Common Ground, real estate taxes due on the Common Ground, if any, and any legal or other costs of enforcement of these Protective Covenants, and for such reasonable reserves as the Board deems necessary. In making such assessments, the amount to be levied shall be equal and limited to the actual cost to the Association of providing those functions and services set forth in these Protective Covenants.
- 7.03 **Rate of Assessment.** The assessments levied upon and against the Property and the owners thereof, shall be a share of the total amount of each assessment prorated to each Building Site and the owner thereof on the basis of the ratio of the number of full acres and/or fraction of an acre in excess of one-half acre in such Building Site to the total number of acres and fractions thereof in the Properties.
- 7.04 **Procedures.** All assessments shall be made in the manner and subject to the following procedure, to wit:
- (1) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal title of the assessable property and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of the assessment upon the assessable property itself.
  - (2) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of ten percent (10%) per annum until paid and such payment and interest shall constitute a lien upon the assessable property and said lien shall continue in full force and effect until the assessment is fully paid. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Board may, in addition, execute and acknowledge with respect to any assessable property and cause same to be recorded in the applicable Recorder's Office in the County of Polk or Dallas, State of Iowa, and the Board may, upon payment, cancel or release any assessable property from the liability of assessment (as shown by recorded instrument) by executing,

acknowledging and recording (at expense of the owner of the property affected) a release of such assessment with respect to any assessable property affected, and the Board shall cause to be noted from time to time in the minutes of their proceedings, the payment made on account of assessments. Notwithstanding any other provision herein, the Association may bring an action at law against the owner personally obligated to pay such assessment, or foreclose the lien against the assessable property in the manner provided for foreclosure of a mortgage, or both, there shall be added to the amount of such assessment, the cost of preparation and filing the Petition in such action including reasonable attorney's fees. No owner of assessable property may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Ground or abandonment of its assessable property.

- (3) All statutory laws and rights for enforcing and collecting general taxes in the State of Iowa now existing or which may hereafter exist, are hereby referred to and made a part of this instrument and made applicable to the collection of assessments.
- (4) The term "assessable property" shall mean all Building Sites located within the Property.

#### Article VIII

#### ARCHITECTURAL REVIEW

##### 8.01 Procedure.

- (a) The Architectural Review Committee ("ARC") shall recommend, from time to time, to the Board modifications and/or amendments to the Design Criteria. Any modification or amendment to the Design Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by the Board in accordance with the Bylaws of the Association and are approved in writing by the Grantor. Notice of any modification or amendment to the Design Criteria, including a verbatim copy of such change or modification shall be delivered to each member of the Association, provided that the delivery to each member of the Association of notice and a copy of any modification or amendment to the Design Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification. Change, modification or amendment to the design criteria, shall not be a requirement to modify or change a previously approved Improvement. However, any rebuilding, modification, or addition to an existing Improvement shall comply with the design criteria as modified or amendment at the time of such addition or modification.
- (b) No Improvement, as that term is hereinabove defined, shall be erected, placed, altered, maintained, or permitted to remain on any land subject to these Protective Covenants until plans and specifications showing plot layout and all exterior elevations, with materials and colors therefor and structural design, signs and landscaping, shall be prepared as required by the Design Criteria and submitted to the Architectural Review Committee and approved in writing by the Board. Such plans and specifications shall be submitted in writing over the signature of the owner or lessee of the Building Site or his

authorized agent. At least three (3) complete sets of all such plans and specifications for any Improvement shall be submitted to the ARC. The ARC may also require submission of samples of building materials and colors proposed for use on any Lot or the Property, and may require such additional information as reasonably may be necessary for the ARC to evaluate completely the proposed improvement in accordance with this Declaration and the Design Criteria. Reviews shall be coordinated with any required City and County approvals or approvals of other governing bodies.

- (c) The ARC shall recommend for the Board the approval or disapproval of any Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Building Site or the Property in West Lakes Office Park. All recommendations of the ARC shall be submitted in writing to the Board.
- (d) Board Approval or disapproval shall be predicated upon the Board's sole opinion as to whether said building, structures, or improvements conform to the general character of West Lakes Office Park in accordance with the general guidelines and intent of Article IV above. No application for a building permit shall be made or issued without receiving such approval, as hereinabove provided. The Board's approval may, but need not, be made by a certificate in recordable form. The determination of the Board shall in all events be final and dispositive upon all parties. Approval shall be based, among other things, upon adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of improvements on neighboring sites, relation of topography, grade, and finished ground elevation of the site being improved to that of neighboring sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these Protective Covenants. If the Board fails either to approve or disapprove such plans and specifications within thirty (30) days after the same had been submitted to it by the ARC, it shall be conclusively presumed that the Board has approved said plans and specifications, subject, however, to the restrictions contained in the Design Criteria. The Board shall not be liable in damages to anyone so submitting plans for approval or making any other request of the Board, or to any owner, lessee, or sublessee of property in West Lakes Office Park by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any plans or other request. Likewise, anyone so submitting plans or a request for approval, agrees, by submission of such plans, and every owner or lessee of any of said property agrees, by acquiring title thereto or interest herein, that he will not bring any action or suit against the Board to recover any such damages. The Board may, and they are hereby authorized to, promulgate design and landscape guidelines for the information of affected persons, providing such guidelines shall be in conformity with the spirit and intent of these Protective Covenants. Any person, firm, or corporation violating this Section 8.01(d) shall be liable for all costs incurred in remedying such violation, including, but not limited to, removal of any construction commenced without such approval and attorneys' fees and court costs.
- (e) If any Improvement is changed, modified or altered without prior approval of the Board, then the Owner shall upon demand cause the Improvements to be

restored to comply with the plans and specifications originally approved by the Board and shall bear all costs and expenses of such restoration, including the costs and reasonable attorney's fees of the Board.

- (f) The Board shall adopt a schedule of reasonable fees for processing requests for Board approval for proposed Improvements. Such fees, if any, shall be payable to the Association in cash, at the time that plans and specifications are submitted to the ARC. In the event such fees, as well as any other costs or expenses of the ARC or the Board pursuant to any other provisions of this Article are not paid by the Owner, they shall become a lien of the Association on the Building Site, pursuant to Article VII.
  - (g) The ARC and the Board may retain professional advisors such as attorneys and architects as may be necessary in the exercise of its powers.
  - (h) The ARC and the Board may perform such incidental acts as may be necessary in the exercise of their Architectural Review powers.
- 8.02 **Liability.** Neither the ARC, the Board nor Grantor or their respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any such plans and specifications. Every person who submits plans for approval agrees, by submission of such plans and specifications, and every Owner or tenant of any of said Building Sites agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the ARC, the Board or Grantor to recover any such damages.
- 8.03 **Limitation of Action.** Notwithstanding anything to the contrary herein contained, after the expiration of one (1) year from the date of issuance of a building permit by the appropriate governmental authority for any Improvement or three (3) months after the completion of any Improvement, whichever shall last occur, said Improvement shall, in favor of purchasers and encumbrancers, in good faith and for value, be deemed to be in compliance with all provisions of this Article, unless actual notice of such noncompliance or noncompletion, executed by the Association, shall appear of record in the Public Records of Polk County, Iowa, or unless legal proceedings shall have been instituted to enforce compliance of completion.
- 8.04 **Approved Improvements.** The improvements existing as of the date hereof on Lots 1, 19 and Outlot A in West Lakes Office Park, Plat 2, owned by Farm Bureau Life Insurance Company are hereby approved by Grantor and the Board.

#### Article IX

#### GENERAL COVENANTS

- 9.01 **Permitted Operations and Uses.** All of the Building Sites are intended to be used for office and business of a kindred nature, including accessory or directly related services in compliance with all ordinances of the City of West Des Moines, Iowa. No portion of the Property shall be rezoned without the prior written consent of Grantor. Unless otherwise specifically prohibited by the ordinances of the City of West Des Moines, Iowa, any operation and use will be permitted if it is performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to adjacent sites



such as but not limited to vibration, sound, electro-mechanical disturbance and radiation, electro-magnetic disturbance, radiation, air or water pollution, dust, emission of odorous, toxic or non-toxic matter and all lighting is to be shielded and confined within property lines.

9.02 Prohibited Operations and Uses.

- (a) The operation and use of drilling for and/or removal of oil, gas, or other hydrocarbon substances on any property subject to these Protective Covenants shall not be permitted without the prior written consent of the Grantor.
- (b) The following operations and uses shall not be permitted on any property subject to these Protective Covenants:
  - (1) Trailer or mobile home courts
  - (2) Labor camps
  - (3) Junkyards
  - (4) Commercial excavation of building or construction materials
  - (5) Distillation of bones
  - (6) Dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals or refuse
  - (7) Fat rendering
  - (8) Stockyard or slaughter of animals
  - (9) Refining of petroleum or its products
  - (10) Smelting of iron, tin, zinc, or other ores
  - (11) The raising of animals of any kind or nature
- (c) No residential use of any type shall be permitted on any Building Site unless a prior written approval of the Board has been given.

9.03 Other Operations and Uses.

- (a) Operations and uses which are neither specifically prohibited nor specifically authorized by these Protective Covenants may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing by the Board and the use is authorized by the zoning ordinance of the City of West Des Moines, Iowa. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to these Protective Covenants or upon the occupants thereof. If the Board fails either to approve or to disapprove such operational plans and specifications within thirty (30) days after the same have been submitted to it it shall be conclusively presumed that the Board has disapproved said plans and specifications.

- (b) The Board shall not be liable in damages to anyone submitting operational plans and specifications to them for approval, or to any owner or lessee of land affected by these Protective Covenants, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such operational plans and specifications. Every person who submits operational plans and specifications to the Board for approval agrees, by submission of such plans and specifications, and every owner and lessee of any of said property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against the Board to recover any such damages.
- 9.04 Regulation of Improvements shall be defined in the Design Criteria.
- 9.05 Waste and Refuse. No waste material or refuse shall be dumped upon or permitted to remain on any part of the property outside the buildings constructed thereon.
- 9.06 Right to Repurchase. If, after the expiration of one (1) year from the date of execution of the sale agreement for any Building Site within West Lakes Office Park, any purchaser shall not have begun in good faith, the construction of an acceptable and approved building upon said building site, for the uses permitted hereunder, and diligently continue and complete the construction of such building, in compliance and in all respects with the provisions hereof, Grantor, may, within the succeeding Three (3) year period, at its option, require the purchaser to reconvey the Building Site, free and clear from all liens and encumbrances except these Protective Covenants; and, at such time, Grantor shall refund to the purchaser the original purchase price, and enter into possession of said Building Site. At any time, Grantor may extend, in writing, the time in which such building may be begun. In any event, issuance of a building permit and commencement of construction shall terminate this right to repurchase unless all work stops on the Improvement project for three (3) or more months and the Board thereafter determines, in its sole discretion, that the Improvement project has been abandoned.
- 9.07 Right to Resubdivide. Once a building site has been purchased from the Grantor, its successors or assigns, such parcel of land shall be considered as a single unit, and it shall not be subdivided, or a portion of the land sold, leased, or rented, unless written approval is given by the Board.
- 9.08 Weed Removal. It shall be the duty of the owner of owners of each and every parcel of land subject to these restrictions to keep their respective parcels of land totally free from weeds; and in the event any such owner does not comply with this provision within ten (10) days after the Board give any such owner written notice to comply, the Board shall have the right to enter on such owner's parcel and cut any weeds thereon and charge the cost of such work to the owner. If such charge is not paid within ten (10) days after such owner is notified of the cost thereof, it shall become a lien on the land in question, enduring and collectible the same as the lien for the general assessment pursuant to the provisions of Article VII hereof.
- 9.09 Condition of Premises. All property owners, lessees, or sublessees, in West Lakes Office Park shall carefully maintain and repair their property and all structures, buildings, and improvements of whatever nature thereon in a safe, clean, and tasteful manner and in first-class condition and repair at all times. In the event any such owner does not comply with this provision within thirty (30) days after the Board give any such owner written notice to comply, the Trustees shall have the right to enter on such owner's parcel in question and perform any necessary

maintenance and repair and charge the costs of such work to the owner as a lien and enforce the collection of such lien the same as provided in Section 9.09 above.

- 9.10 **Governmental and Agency Regulations.** Each and every parcel of land in West Lakes Office Park shall be subject to all present and future applicable laws, ordinances, rules and regulations and orders of the United States Government, the State of Iowa, or any political subdivision of either of the foregoing.
- 9.11 **Specific Enforcement of Restrictions.** All provisions of these Protective Covenants shall be capable of being specifically enforced by the Board hereunder. In the event, in the opinion of the Board, it shall be necessary to secure the services of an attorney to enforce the provisions of these Protective Covenants, then the fee of such attorney, and all other costs in connection with the enforcement of these Protective Covenants, including, but not limited to, the costs of any contemplated or actual legal proceedings in such connection shall become a lien against the real property which is the subject of proceedings. If such costs and attorney's fees are not paid within ten (10) days from the date of written notice thereof by the Board to the owner of the real property in question, said fee and costs shall thereupon constitute a lien against the property in question, the same as the lien for the general assessment pursuant to the provisions of Article VII hereof.

#### Article X

##### ADDITIONAL LAND MAY BE MADE SUBJECT HERETO

- 10.01 The Grantor, from time to time, shall have the right at any time before it has conveyed all of the land then subject hereto to render other land subject and subservient to these Protective Covenants in all respects, if such land is contiguous, adjoining or adjacent to land or some point thereof then subject to this instrument by executing and delivering to the Board and recording a supplement to these Protective Covenants, stating:
- (a) A description of the land to be added to that land subject and subservient to these Protective Covenants.
  - (b) A statement that Grantor or an entity at least 50% controlled by Grantor is the owner in fee simple of such land; or, in lieu thereof, all other persons, firms or corporations having an interest in such land to be added, may join in such supplement.
  - (c) A statement of any additional restrictions or burdens to which the land to be added shall be subjected, if any, and a statement of any restrictions, burdens or provisions of these Protective Covenants which shall in whole or in part not be applicable as to such land to be added or shall be applicable in modified form, if any.
- 10.02 Following the execution, delivery and recording of such supplement, but subject to its terms, such land to be added and the then or future lot owners thereof shall in all respects be fully subject to these Protective Covenants and all rights, privileges, obligations, duties, liabilities, responsibilities, burdens and restrictions, including but not limited to the right to serve as an elected member of the Board and to the payment of assessments as though said land had originally been included in and subject to these Protective Covenants.

- 10.03 Additional Common Ground may be conveyed to the Association as part of the submission of additional land to the terms of these Protective Covenants. Such additional Common Ground shall be conveyed to the Association at the time of the execution of the supplement to these Protective Covenants.

#### Article XI

#### MISCELLANEOUS PROVISIONS

- 11.01 Duration of Protective Covenants. Each of the conditions, covenants, indentures, restrictions and reservations herein contained shall continue and be binding upon the Grantor and Farm Bureau and upon their successors and assigns and upon each of them, and all parties and persons claiming under Grantor and Farm Bureau in perpetuity, provided that any time owners possessing two-thirds (2/3) or more of the Association voting rights (on issues other than the election and removal of directors) may, by written declaration signed and acknowledged by them and recorded in both the Polk County Records and the Dallas County Records, alter, amend, extend, supplement, add to, or terminate such restrictions, conditions, covenants and indentures, provided that such alteration, extension, supplement, addition, amendment, or termination shall insure provisions for the perpetual operation and maintenance of the Common Ground of West Lakes Office Park as enumerated herein. The Board is granted the right and authority to alter, amend, extend, supplement, add to or terminate all or part of these Protective Covenants, if such be authorized by these Protective Covenants or be required to comply with the rules of any governmental agency or law, whether Federal, state or local. No such amendment, modification, or change shall reduce or modify the obligation or right granted to or imposed upon the Association with respect to maintenance of Common Ground and the power to levy assessments therefor or to eliminate the requirement that there be an Association unless some persons or entity is substituted for the Association with their responsibilities and duties in a manner approved by the Director of Planning of the City of West Des Moines, Iowa.
- 11.02 Enforcement. These Protective Covenants herein set forth and the restrictions and conditions shall operate as covenants running with the land into whosoever hands the above-described property, or any part thereof shall come, and shall be enforceable at the suit of any and every owner thereof or by the Grantor or the Board by a proper proceeding, either in equity or at law, and obtain an injunction, prohibitive or mandatory, to prevent the breach of or the enforcement or observance of the restrictions and conditions herein set forth. The failure of Grantor or the Board to enforce any of the restrictions herein set forth, at the time of violation, shall in no event be deemed to be a waiver of the right of the Grantor or the Board to do so as to any subsequent violation.
- 11.03 Invalidation of Part. Invalidation of any of these Protective Covenants or any part thereof by judgments or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 11.04 Captions. The captions, section numbers and article numbers appearing in these Protective Covenants are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of these Protective Covenants nor in any way modify or affect these Protective Covenants.

11.05 Above Ground Structures. No above ground structure, other than required street lights, may be erected within a cul-de-sac, divided street, entry island, or median strip without the written approval of the City of West Des Moines, Iowa.

IN WITNESS WHEREOF, the parties have hereto subscribed their signatures the day and year first above written.

WEST LAKES DEVELOPMENT COMPANY, an Iowa general partnership,

BY: I.R.F.B. JOINT VENTURE, an Iowa joint venture, as managing partner in West Lakes Development Company,

BY: FARM BUREAU LIFE INSURANCE COMPANY, an Iowa corporation, a joint venturer of I.R.F.B. Joint Venture,

FARM BUREAU LIFE INSURANCE COMPANY, an Iowa Corporation,

By: Richard D. Wasmuth  
Title: Vice President - Investments

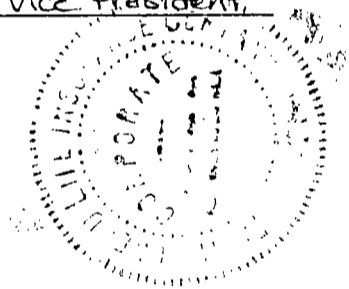
By: Joel Klant  
Title: Real Estate Vice President

By: Richard D. Wasmuth  
Title: Vice President - Investments

By: Joel Klant  
Title: Real Estate Vice President

BY: IOWA REALTY CO., INC., an Iowa corporation, a joint venturer in I.R.F.B. Joint Venture,

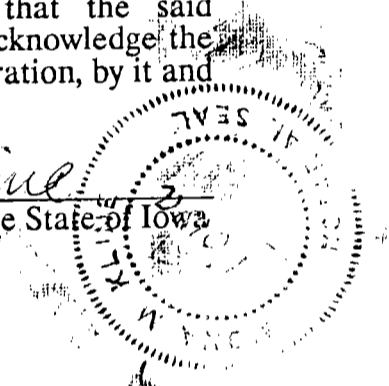
By: William C. Knapp II  
William C. Knapp II,  
Senior Vice President



STATE OF IOWA }  
COUNTY OF POLK } SS.

On this 25th day of March, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard D. Warming and Joel Klisart, to be personally known, who being by me duly sworn, did say that they are the Vice President-Investments and Real Estate Vice President of Farm Bureau Life Insurance Company, a joint venturer in I.R.F.B. Joint Venture; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Richard D. Warming and Joel Klisart as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

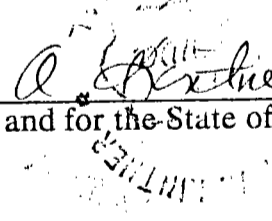
Mona M. Kline  
Notary Public in and for the State of Iowa



STATE OF IOWA }  
COUNTY OF POLK } SS.

On this 29 day of March, 1993, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William C. Knapp II, to me personally known, who being by me duly sworn, did say that he is the Senior Vice President, of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that William C. Knapp II as such 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.

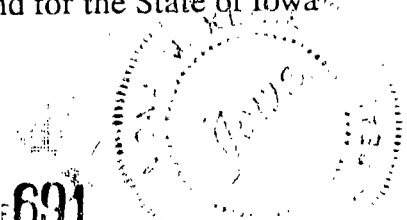
Kathy A. Bisher  
Notary Public in and for the State of Iowa



STATE OF IOWA }  
COUNTY OF POLK } SS.

On this 25th day of March, 1993, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard D. Warming and Joel Klisart, to me personally known, who being by me duly sworn, did say that they are the Vice President-Investments and Real Estate Vice President, respectively, of the corporation executing the within and foregoing instrument, and said seal has been procured by the corporation; that said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that Richard D. Warming and Joel Klisart as such officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and them voluntarily executed.

Mona M. Kline  
Notary Public in and for the State of Iowa



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BOOK - 749 PAGE 0374

**CERTIFIED STATEMENT**

I, Carol Hol, Recorder of Dallas County, Iowa do hereby certify in accordance with the provisions of Section 409A, I.C.A., 1991, that the real estate described on Exhibit A attached hereto, being made into an official plat to be known as **WEST LAKES OFFICE PARK PLAT 3**, in accordance with the provisions of Chapter 409A, I.C.A., 1991; that title in fee is in the proprietors:

**WEST LAKES DEVELOPMENT COMPANY,  
THE CITY OF WEST DES MOINES, IOWA,**

and that the real estate described on Exhibit A is free from any encumbrances as shown by the records of my office, except those noted in the attached opinion of the attorney at law of the abstract of title to said property.

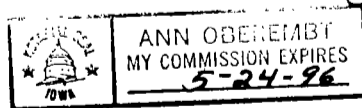
CAROL HOL

*Carol Hol*  
Dallas County Recorder

STATE OF IOWA }  
COUNTY OF DALLAS } SS:

I hereby certify that before me, a Notary Public in and for said county, personally appeared Carol Hol, Recorder of said county, personally known to me to be the Recorder of said county on the date of the execution of the foregoing plat and the signing of the foregoing certification and to be the identical person whose name is affixed to and who executed the above instrument as Recorder of said county, and acknowledged the execution of the same as her voluntary act and deed, as Recorder of said county for the purpose therein.

Dated this 12<sup>th</sup> day of May, 1993



*Ann Oberembt*  
Notary Public in and for the State  
of Iowa

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**EXHIBIT A**

**LEGAL DESCRIPTION**

Outlot 1, Continental Plaza Plat 1, an official plat, and Outlot "C" and a parcel of land in Outlot "A", West Lakes Office Park Plat 1, an official plat, and a parcel of land in Government Lots 2, 3 and 4 in Section 1, Township 78 North, Range 26 West of the 5th P.M., City of West Des Moines, Dallas County, Iowa, that is more particularly described as follows:

Beginning at the Northwest Corner of Government Lot 4; thence N 89°44'52" E, 1367.97 feet along the North line of Government Lots 4 and 3 to a point; thence N 89°27'14" E, 1127.44 feet along the North line of Government Lot 3 to the Northeast Corner of said Lot; thence N 89°36'20" E, 190.94 feet along the North line of Government Lot 2 to the Northwest Corner of West Lakes Office Park Plat 1, an official plat; thence S 00°29'56" E, 1320.00 feet along the West line of said West Lakes Office Park Plat 1 to a point; thence S 89°36'54" W, 442.20 feet along said West line to a point; thence S 37°17'46" W, 353.79 feet to a point on said West line; thence S 00°42'02" E, 582.80 feet along said West line to a point on a curve; thence Southeasterly along a curve to the left having a radius of 1400.00 feet and a chord bearing of S 66°57'16" E, an arc length of 511.21 feet to a point on the East line of Outlot 1, Continental Plaza Plat 1; thence S 00°29'46" E, 507.60 feet along said East line to the Southeast Corner of said Outlot; thence S 89°12'58" W, 800.60 feet along the South line of said Outlot to a point; thence N 87°48'34" W, 587.27 feet along said South line to a point; thence N 73°57'56" W, 426.74 feet along said South line to the Southwest Corner of said Outlot; thence N 16°02'04" E, 278.74 feet along the West line of said Outlot to a point; thence N 07°42'54" W, 60.00 feet along said West line to the Northwest Corner of said Outlot; thence S 82°17'06" W, 148.40 feet along the North line of Continental Plaza Plat 1 to a point; thence N 00°00'00" E, 1119.20 feet along said North line to a point; thence N 90°00'00" W, 644.32 feet along said North line to a point on the West line of said Government Lot 4; thence N 00°00'00" E, 1319.75 feet along said West line to the point of beginning.



CERTIFICATE OF THE TREASURER OF DALLAS COUNTY, IOWA

State of Iowa }  
County of Dallas } ss:

I, Thomas Hopewell, Treasurer of Dallas County, having examined the records of my office, in accordance with the provisions of Section 409A.12 of the Code of Iowa pertaining to real properties as specifically described as:

See Exhibit A attached hereto

to be hereinafter designated as:

**WEST LAKES OFFICE PARK PLAT 3**

do hereby certify that same is free from all certified taxes,\* special assessments and special rates and charges.

Nor are there any taxes due for Moneys and Credits, Bushels of Grain, Industrial Machinery, Data Processing Equipment, Utilities or Buildings on Leased Land against:

**THE CITY OF WEST DES MOINES,  
IMHS PROPERTIES, INC.  
WEST LAKES DEVELOPMENT COMPANY**

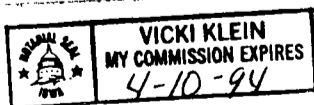
who are the record titleholders of said real estate.

Dated at Adel, Iowa this 12<sup>th</sup> day of May, 1992.

THOMAS HOPEWELL  
DALLAS COUNTY  
TREASURER

By: Thomas Hopewell  
Deputy Treasurer

Subscribed and sworn to before me this 12<sup>th</sup> day of May,  
1992.



Vicki Klein  
Notary Public in and for Dallas  
County, Iowa

EXHIBIT A

LEGAL DESCRIPTION

Outlot 1, Continental Plaza Plat 1, an official plat, and Outlot "C" and a parcel of land in Outlot "A", West Lakes Office Park Plat 1, an official plat, and a parcel of land in Government Lots 2, 3 and 4 in Section 1, Township 78 North, Range 26 West of the 5th P.M., City of West Des Moines, Dallas County, Iowa, that is more particularly described as follows:

Beginning at the Northwest Corner of Government Lot 4; thence N 89°44'52" E, 1367.97 feet along the North line of Government Lots 4 and 3 to a point; thence N 89°27'14" E, 1127.44 feet along the North line of Government Lot 3 to the Northeast Corner of said Lot; thence N 89°36'20" E, 190.94 feet along the North line of Government Lot 2 to the Northwest Corner of West Lakes Office Park Plat 1, an official plat; thence S 00°29'56" E, 1320.00 feet along the West line of said West Lakes Office Park Plat 1 to a point; thence S 89°36'54" W, 442.20 feet along said West line to a point; thence S 37°17'46" W, 353.79 feet to a point on said West line; thence S 00°42'02" E, 582.80 feet along said West line to a point on a curve; thence Southeasterly along a curve to the left having a radius of 1400.00 feet and a chord bearing of S 66°57'16" E, an arc length of 511.21 feet to a point on the East line of Outlot 1, Continental Plaza Plat 1; thence S 00°29'46" E, 507.60 feet along said East line to the Southeast Corner of said Outlot; thence S 89°12'58" W, 800.60 feet along the South line of said Outlot to a point; thence N 87°48'34" W, 587.27 feet along said South line to a point; thence N 73°57'56" W, 426.74 feet along said South line to the Southwest Corner of said Outlot; thence N 16°02'04" E, 278.74 feet along the West line of said Outlot to a point; thence N 07°42'54" W, 60.00 feet along said West line to the Northwest Corner of said Outlot; thence S 82°17'06" W, 148.40 feet along the North line of Continental Plaza Plat 1 to a point; thence N 00°00'00" E, 1119.20 feet along said North line to a point; thence N 90°00'00" W, 644.32 feet along said North line to a point on the West line of said Government Lot 4; thence N 00°00'00" E, 1319.75 feet along said West line to the point of beginning.

**BELIN HARRIS  
LAMSON McCORMICK**

A PROFESSIONAL CORPORATION • ATTORNEYS AT LAW

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John M. Bouslog  
Timothy P. Willcockson  
  
Of Counsel  
Sue Luetjohann Seitz  
Lawrence E. Pope

April 19, 1993

City of West Des Moines  
City Hall  
318 5th Street  
West Des Moines, Iowa 50265

This is to certify that I have examined the abstract of title prepared by Adel Abstract Company, Abstract No. 5471, which Abstract is continued to March 19, 1993, at 2:15 P.M., covering real property described on Exhibit A attached hereto to be known as:

**WEST LAKES OFFICE PARK PLAT 3**

and I report marketable title in the name of:

**THE CITY OF WEST DES MOINES, IOWA**, for that portion of the property to be known as Lot 19 and Outlot "X" and;

**WEST LAKES DEVELOPMENT COMPANY**, an Iowa general partnership, for the balance of the property described on Exhibit A except previously dedicated streets,

subject to the following liens, limitations and exceptions:

1. **OUTLOT 1, CONTINENTAL PLAZA PLAT 1:** A portion of the subject property under examination is located within Outlot 1, Continental Plaza Plat 1 and the following matters affect that portion of the property:

- A. Plat. The platting procedures for Continental Plaza Plat 1 are recorded in Book 8, Page 865 of the Dallas County, Iowa records.
- B. Easement. There appears a Declaration of Easement recorded March 28, 1989 in Book 668, Page 618 of the Dallas County, Iowa records.

City of West Des Moines  
April 19, 1993  
Page 2

- C. Easement. An easement over property lying to the east for the benefit of what is now Outlot 1 in Continental Plaza Plat 1 was reserved in a Warranty Deed dated April 24, 1989, recorded in Book 676, Page 251 of the Dallas County, Iowa records.
  - D. Covenant and Easement. There appears a Restrictive Covenant and Ingress/Egress Access and Public Utility Easement recorded October 16, 1989, in Book 8, Page 883 of the Dallas County, Iowa records.
2. **WEST LAKES OFFICE PARK PLAT 1:** Outlot C and a portion of Outlot A in West Lakes Office Park Plat 1 are included as part of the subject property. The following matters affect only those portions of the subject property located within West Lakes Office Park Plat 1:
- A. Plat. The plat of West Gate Business Park was recorded in Plat Book 8-546 of the Dallas County, Iowa records. The property was subsequently replatted as West Lakes Office Park Plat 1 recorded in Book 691, Page 437 of the Dallas County, Iowa records.
  - B. Restrictive Covenants. There appears Restrictive Covenants recorded in Book 8, Page 533 of the Dallas County, Iowa records.
3. **CITY OF WEST DES MOINES OWNERSHIP:** It appears that the City of West Des Moines is the owner by deed and/or prescriptive easement of 74th Street and University Avenue as located within the subject property. Accordingly, Lots E and F appear to be owned by the City of West Des Moines.
- There appears a deed to the City of West Des Moines recorded in Book 689, Page 760 of the Dallas County, Iowa records covering the "pumping station parcel" which is to be known as Outlot X on the subject plat.
- There appears a deed to the City of West Des Moines recorded in Book 724, Page 823 of the Dallas County, Iowa records for the property to be known as Lot 19 in the subject plat.
4. **ACCESS RIGHTS:** The property has no rights of direct access between, to and with Interstate Route No. 30 and the side road connection.
5. **PUMPING STATION:** As noted above, the property to be known as Outlot X in West Lakes Office Park Plat 3 was conveyed to the City of West Des Moines by Warranty Deed recorded in Book 689, Page 760 of the Dallas County, Iowa records. The following matters affect the pumping station parcel:
- A. Restrictive Covenant. The Warranty Deed conveying the property to the City of West Des Moines is subject to certain covenants, restrictions and easements.

City of West Des Moines  
April 19, 1993  
Page 3

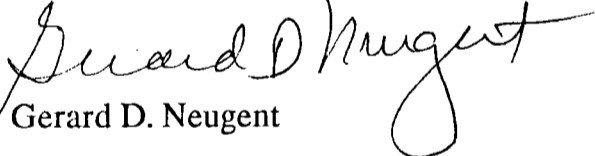
- B. Agreement and Easements. There appears an Agreement for Sale of Land and Easements with respect to the pumping station for the north slope sanitary sewer project recorded in Book 689, Page 762 of the Dallas County, Iowa records.
- C. Easement. There appears an Easement Agreement for the establishment of a private driveway serving the pumping station parcel recorded in Book 689, Page 769 of the Dallas County, Iowa records.
6. **EASEMENT:** There appears a Permanent Sanitary Sewer Easement granted to the City of West Des Moines recorded in Book 689, Page 774 of the Dallas County, Iowa records. There appears a First Amendment to this Easement recorded in Book 698, Page 79 of the Dallas County, Iowa records.
7. **EASEMENT:** There appears a Permanent Backslope and Lateral Support Easement recorded in Book 689, Page 778 of the Dallas County, Iowa records granted to the City of West Des Moines. The First Amendment to Easement recorded in Book 698, Page 79 of the Dallas County, Iowa records also amends this easement.
8. **EASEMENT:** There appears a Drainage Tile Easement recorded in Book 596, Page 789 of the Dallas County, Iowa records covering that portion of Government Lot 2 and a portion of Government Lot 3 under examination as the benefitted property.
9. **EASEMENT:** There appears a Permanent Easement granted to the City of West Des Moines for sanitary sewer purposes recorded in Book 700, Page 330 of the Dallas County, Iowa records covering a portion of Outlot C in West Lakes Office Park Plat 1 and the East 30 feet of Outlot 1 in Continental Plaza Plat 1.
10. **EASEMENT:** There appears a Sanitary and Storm Sewer Easement granted to the City of West Des Moines recorded in Book 691, Page 623 of the Dallas County, Iowa records covering Outlot A in West Lakes Office Park Plat 1.
11. **EASEMENT:** There appears an Overland Flowage and Detention Easement granted to the City of West Des Moines recorded in Book 691, Page 635 of the Dallas County, Iowa records covering Outlot A in West Lakes Office Park Plat 1.
12. **URBAN RENEWAL:** The property is located in the Westtown Parkway Urban Renewal Area established by Resolution of the City of West Des Moines as amended.
13. **TITLEHOLDER:** West Lakes Development Company is an Iowa general partnership for which a trade name was recorded in Book 723, Page 374 of the Dallas County, Iowa records.
14. **TAXES:** 1991-92 fiscal year taxes: first half, paid; second half, not paid (eight parcels).
15. **ZONING:** The property is subject to the zoning ordinances of the City of West Des Moines.

City of West Des Moines  
April 19, 1993  
Page 4

16. **GENERAL CONDITIONS:** You are cautioned the adoption of a resolution of necessity by a taxing authority for special assessments affecting the above property will constitute a lien against the property from the date of filing in the office of the County Treasurer but will not appear in the abstract until certified to the County Treasurer. No liens of any kind upon the property under examination or demands against the property are reported in the abstract except as mentioned herein. You are bound to take notice of the rights of persons actually in possession of the real estate and the rights of materialmen and laborers to file claims of mechanics' liens by reason of having furnished material or labor in the improvement of the premises. Such claim of lien must be filed within ninety days from the date on which the last of the material was furnished or the last of the labor was performed. The correctness of lot area and boundary lines is not assured by this option. This title opinion is rendered for platting purposes in accordance with the laws of the State of Iowa and for no other purpose.

Respectfully submitted,

BELIN HARRIS LAMSON McCORMICK  
A PROFESSIONAL CORPORATION



Gerard D. Neugent

GDN/csb  
d:\w0305\05\platopn2.doc

EXHIBIT A

Outlot 1, Continental Plaza Plat 1, an official plat, and Outlot "C" and a parcel of land in Outlot "A", West Lakes Office Park Plat 1, an official plat, and a parcel of land in Government Lots 2, 3 and 4 in Section 1, Township 78 North, Range 26 West of the 5th P.M., City of West Des Moines, Dallas County, Iowa, that is more particularly described as follows:

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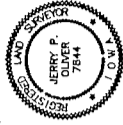


# FINAL PLAT NEST LAKES OFFICE PARK PLAT 3

SHEET TWO OF TWO

**OWNER**  
NEST LAKES DEVELOPMENT COMPANY  
8000 WESTOWN PARKWAY  
SUITE 3300  
NEST DES MOINES, IOWA 50326  
EXCEPT OUTLOT "Y" AND LOT 19, OWNER: CITY OF NEST DES MOINES

**CERTIFICATION**  
I HEREBY CERTIFY THAT THIS LAND SURVEYING INSTRUMENT WAS PREPARED BY ME OR UNDER MY PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.  
I HEREBY CERTIFY THAT THIS PLAT CLOSSES WITHIN THE TOLERANCES PRESCRIBED BY LAW.  
BY: JERRY P. OLIVER DATE: 11/14/83  
JERRY P. OLIVER, IOWA REG. NO. 7844  
MY REGISTRATION EXPIRES DECEMBER 31, 1994



- LEGEND**
- PLAT BOUNDARY
  - ▲ SECTION CORNER
  - FOUND CORNER
  - SET CORNER BY 5/8" IR. CAP #1044
  - IR. IRON ROD
  - GP. GAS PIPE
  - D. DEEPEST DISTANCE
  - M. MEASURED DISTANCE
  - F. PREVIOUSLY RECORDED DISTANCE
  - P. PUBLIC UTILITY EASEMENT
  - (NEST) ADDRESS

NORTH  
SCALE: 1" = 200'  
1" = 200'  
1" = 200'

**CIVIL ENGINEERING CONSULTANTS, INC.**  
2-000 26TH STREET, #12, DES MOINES, IOWA 50316-4584  
E-2746

