

Plat Book #9 page 24

INSTR. NO. **965370**

PLAT BK. 9 PG. 24
DK. _____ PAGE _____

96 OCT 11 AM 11:08

Prepared by:
James C. Ladegaard

708 Lake Street

Spirit Lake

JAN BORTSCHELLER
RECORDER
DICKINSON COUNTY, IOWA
712-336-1194
FEE \$ 66.00

PROPRIETOR'S CERTIFICATE
PLAT OF WEST OKOBOJI MEADOWS

KNOW ALL MEN BY THESE PRESENTS:

That West Okoboji Meadows, L.L.C., has caused the following described property:

The North 3.0 acres except the South 10 feet thereof, of Lot Thirty-seven (37), Block Two (2), and except the East 175 feet of Lot Thirty-seven (37); all of Lot Thirty-six (36), Block Two (2); the East 93.24 feet of Lot Thirty-five (35), Block Two (2); all of Block Four (4) except the North 500 feet of the West 165 feet and except the East 250 feet of the West 415 feet of the North 467 feet and except the North 12 feet and except the East 25 feet all in said Block Four (4); also the South 225 feet of the East 93.24 feet of Block Five (5); also all that part of vacated Depot Avenue lying west of Julia Avenue and East of the West line of the East 93.24 feet of Lot Thirty-five (35), Block Two (2) and Block Five (5), all in the Plat of Haskell & Smith's First Addition to Okoboji Park, City of Okoboji, Dickinson County, Iowa

being that tract of land shown in the Plat known as West Okoboji Meadows, 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 James R. Blum of Jacobson-Westergard & Associates, Inc., who surveyed, staked and platted the same. This subdivision, as it appears on the attached, is with the free consent and in accordance with the desire of the proprietor, West Okoboji Meadows, L.L.C.

Easements are hereby dedicated as shown on such plat.

The property being platted is hereby subjected to protective covenants which are attached hereto.

IN WITNESS WHEREOF, West Okoboji Meadows, L.L.C., the owner and proprietor of the land described in the attached plat does hereby execute this Proprietor's Certificate.

West Okoboji Meadows, L.L.C.

By Jay B. Staines
Jay B. Staines

STATE OF IOWA, DICKINSON COUNTY, ss:

1996 This 11 day of October, 1996, before me, a Notary Public in and for the said State, personally appeared Jay B. Staines, to me personally known who being by me duly sworn did say that that person is a Manager of said limited liability company and that said instrument was signed on behalf of the limited liability company by authority of its managers and the said Jay B. Staines acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Jay B. Staines
Notary Public - State of Iowa

PROTECTIVE COVENANTS
THE PLAT OF WEST OKOBOJI MEADOWS
SPIRIT LAKE, DICKINSON COUNTY, IOWA

1. These Protective Covenants shall apply to all Lots within this subdivision.

2. Except for Developer's reserved rights, all Lots shall be single family residential lots and used solely as such. No structures shall be erected except residences plus a garage or other usual outbuilding for use in connection therewith. No outbuilding shall be allowed which is susceptible of being occupied for residential purposes and no garages, structures, or other outbuildings shall be used except in connection with the main residential building located on the same lot. No business, trade or commercial activity of any kind may be conducted upon any lot excepting a one-person, one-room professional office or service office operated by a lot occupant. All single family residential properties shall have at least a two car attached garage. All driveways shall be hard surfaced.

Notwithstanding the preceding paragraph however, the Developer may designate Lots for residential uses other than single family. If the Developer elects to so designate any lots it may file such a designation with the Dickinson County Recorder's office and such designation may include restrictions upon such usage. However, no such designation may permit use of any lot for a non-residential use.

All outbuildings must be placed on permanent foundations and must conform to the exterior design and appearance of the principal residence.

3. No recreational vehicles shall be parked within the subdivision except inside a garage. Recreational vehicles shall be defined as travel trailers, motor homes, campers, boats, snowmobiles and shall include trailers. No trucks of larger than one ton size shall be maintained, parked or kept overnight for any purpose on the property in the subdivision except for vehicles which are making deliveries to or picking up property from the premises.

No basement home, earth sheltered home, or shack may be placed or erected upon a lot at any time nor may a residence of a temporary nature be permitted. No manufactured homes shall be allowed. This shall not be construed to prohibit modular homes that are built in compliance with the Uniform Building Code. The minimum roof pitch on any structure shall be 6:12. All structures shall be built in compliance with the Uniform Building Code.

Developer reserves the right to use a residence located within the subdivision as a sales office in connection with development of this property. Developer also reserves the right to locate a temporary sales office within the property.

4. All garages shall be used only for cars, pick-ups, recreational vehicles and storage of small residentially used items. This shall not prohibit use of any outbuilding or garage for a personal workshop.

5. All lots are subject to easements as shown on the attached plat.

6. All single family residences shall comply with the following minimums. Each single-story ranch style residence constructed upon the Property shall be constructed with a minimum of 1,250 square feet of finished, interior ground floor area. Each split foyer residence shall have a minimum of 1,250 square feet of interior, finished floor area. Each residence of one and one-half stories shall have a minimum of 1,000 square feet on the main floor and 600 square feet on the additional floor of finished, interior floor area. Each two story residence constructed within the Property shall have a minimum of 950 square feet on each floor of finished, interior floor space.

7. No owner, except the Developer, may at any time replat, or subdivide any lot or any other portion of the Property or in any manner change the plat which has been filed for the Property. However, a lot owner may acquire land from an adjacent lot for the purpose of increasing the size of the acquiring party's lot, but any lot so increased in size may never contain more than one

detached single family dwelling, except for Developer's reserved rights in Paragraph 2 above.

8. Owners of all lots shall at all times keep the same free and clear from all obstructions, debris, obnoxious growth, refuse piles, junk vehicles or other unsightly objects. All lots shall be well maintained. If the owner of a lot fails to comply with the provisions of this paragraph the Developer may give written notice of such failure to the owner and if the failure is not corrected within three (3) days from receipt of such notice the Developer may perform such mowing or remove such objects and the owner of the Lot shall be responsible to Developer for the expenses thus incurred.

Garbage, trash, rubbish and other solid waste must be kept in containers within a garage or other outbuilding. Solid waste may be placed at curbside for collection only in disposable containers such as plastic bags. Permanent containers such as garbage cans shall not be permitted at curbside for collection. Solid waste shall not be placed at curbside prior to 6:00 o'clock a.m. on the date of scheduled collection.

9. The exterior portions of all construction shall be completed within one (1) year of the date of beginning of construction. No advertising or billboards shall be permitted on any lot except a "For Sale" sign no larger than five (5) square feet in area which shall pertain only to the premises upon which it is located and there shall be no more than two (2) in number.

10. No animals shall be kept on the premises. This shall not prohibit domestic cats and dogs as pets provided they are confined upon the premises and not permitted to roam at large beyond the limits of the owner's property. No more than a total of two dogs and cats per dwelling unit shall be permitted.

No dog kennel run may be constructed with dimensions in excess of 5 feet by 20 feet. It shall be attached to the dwelling and shall not extend more than 10 feet beyond the dwelling in any direction.

11. No propane, heating oil tanks, gasoline or other fuel tanks of any kind shall be permitted.

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

13. No building, fence, wall, or other improvement or structure shall be constructed, erected, or maintained, nor shall any addition to or alteration of any building, fence, wall, or other improvement or structure be made until the plans and specifications therefore have been submitted to and approved in writing by the Developer. The plans and specifications shall indicate such information as the Developer may reasonably request, including the nature, kind, configuration, height, materials, floor plans, location and approximate cost of the structure or improvement. The Developer may from time to time establish architectural guidelines for the construction of improvements and dwellings upon the property, in which event the 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.

14. 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.

15. In the event the parties hereto, their heirs, assigns or any other owner of lots within West Okoboji Meadows 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 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.

16. 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.

17. These covenants can be amended by the owners of 75 percent of the lots in this subdivision.

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 lots within the subdivision.

18. 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.

West Okoboji Meadows, L.L.C.,
Developer

By Jay B. Staines
Jay B. Staines, Manager

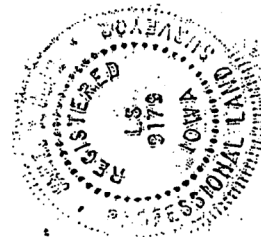
CERTIFICATE OF SURVEY

I, James R. Blum of Jacobson-Westergard & Associates, Inc., duly licensed consulting engineers and land surveyors authorized to practice in the State of Iowa, do hereby certify that I am a registered land surveyor under the laws of the State of Iowa, Iowa Registration No. 9179, that at the instance and request of West Okoboji Meadows, L.L.C., I surveyed the tract of real estate located in Dickinson County, Iowa, described on the attached Exhibit for the purpose of subdividing and platting said real estate into an addition to be known as West Okoboji Meadows, City of 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 fifty (50) 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 and the street serving all of said lots are shown on said plat. I further certify that the corners of all lots are marked with 5/8"x 30" capped rebars and that all dimensions of said plat are shown in feet and decimals thereof.

IN WITNESS WHEREOF, I have hereunto signed my name this 10th day of October, 1996.

James R. Blum


 James R. Blum Reg. No. 9179
 Jacobson-Westergard & Associates,
 Inc.



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

The undersigned, Douglas Bassett, being the Chairman of the Planning and Zoning Commission of the City of Okoboji, does hereby certify that the Plat of West Okoboji Meadows, City of Okoboji, Dickinson County, Iowa, has been submitted to said Planning and Zoning Commission of the City of 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 Okoboji and that therefore said Planning and Zoning Commission has approved said Plat on the 1st day of October, 1996, and has recommended approval of same by the City Council of the City of Okoboji, Iowa.

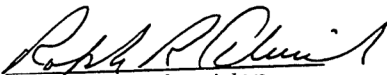
Dated this 1st day of October, 1996.

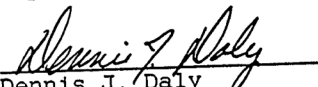


Douglas Bassett
Chairman of Planning and Zoning
Commission of the City of
Okoboji, Iowa

APPROVAL OF THE CITY OF OKOBOJI

The undersigned, Ralph R. Schneider, Mayor, and Dennis J. Daly, City Clerk/Administrator, do hereby certify that the attached Plat of the West Okoboji Meadows Subdivision, Dickinson County, Okoboji, Iowa, has been submitted to the Planning and Zoning Commission of the City of Okoboji, and that the Planning and Zoning Commission of the City of Okoboji, has approve said Plat and on the 8th day of October, 1996, the same was approved and accepted by the City Council of the City of Okoboji. A copy of resolution approving said plat is attached hereto.


Ralph R. Schneider
Mayor of the City of Okoboji


Dennis J. Daly
City Clerk/Administrator

RESOLUTION NO. 96-9

A RESOLUTION ADOPTING FINAL PLAT OF
THE WEST OKOBOJI MEADOWS SUBDIVISION
OKOBOJI, IOWA

WHEREAS, the City of Okoboji, State of Iowa, is a duly organized municipal corporation; 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 The West Okoboji Meadows Subdivision, Okoboji, 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.

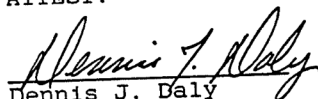
NOW, THEREFORE, IT IS HEREBY RESOLVED that the final plat of The West Okoboji Meadows Subdivision, Okoboji, Iowa, be and the same is hereby approved as presented and the Mayor and City Clerk/Administrator are directed to certify the Resolution which shall be affixed to said plat.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Okoboji, Iowa the 8th day of October, 1996.

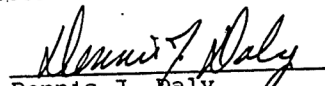
AYES: CORNWALL, ECKARD, LONG, HAHN
NAYS: NONE
ABSENT: BJORNSTAD


Ralph R. Schneider, Mayor

ATTEST:


Dennis J. Daly
City Clerk/Administrator

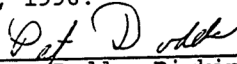
I, Dennis J. Daly, City Clerk/Administrator of the City of Okoboji, Iowa, hereby certify that the above and foregoing is a true copy of the Resolution adopted by the City of Okoboji, on the date aforesaid, as shown by the records of the City of Okoboji, Iowa.

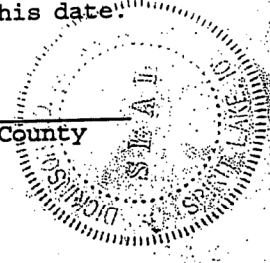

Dennis J. Daly
City Clerk/Administrator

ASSESSOR'S CERTIFICATE

I, Pat Dodds, Dickinson County Assessor, do hereby certify that a copy of the Plat of West Okoboji Meadows, City of Okoboji, Dickinson County, Iowa, has been duly filed in my office this date:

Dated this 11 day of October, 1996.


 Pat Dodds, Dickinson County
 Assessor




* * * *

TREASURER'S CERTIFICATE

I, MARIE BARRETT, 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 West Okoboji Meadows, City of Okoboji, Dickinson County, Iowa, as shown on the plat attached hereto.

Dated this 11 day of October, 1996.

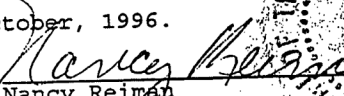

 Marie Barrett
 Dickinson County Treasurer

* * * *

AUDITOR'S CERTIFICATE AND APPROVAL OF PLAT NAME

I, NANCY REIMAN, Dickinson County Auditor, do hereby certify that West Okoboji Meadows is approved as the name for the Plat attached and that a copy of the attached Plat of West Okoboji Meadows, City of Okoboji, Dickinson County, Iowa, has been furnished to the Dickinson County Auditor's Office. I further state that there are no liens recorded in this office against said real estate.

Dated this 11th day of October, 1996.

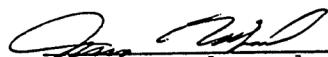

 Nancy Reiman
 Dickinson County Auditor



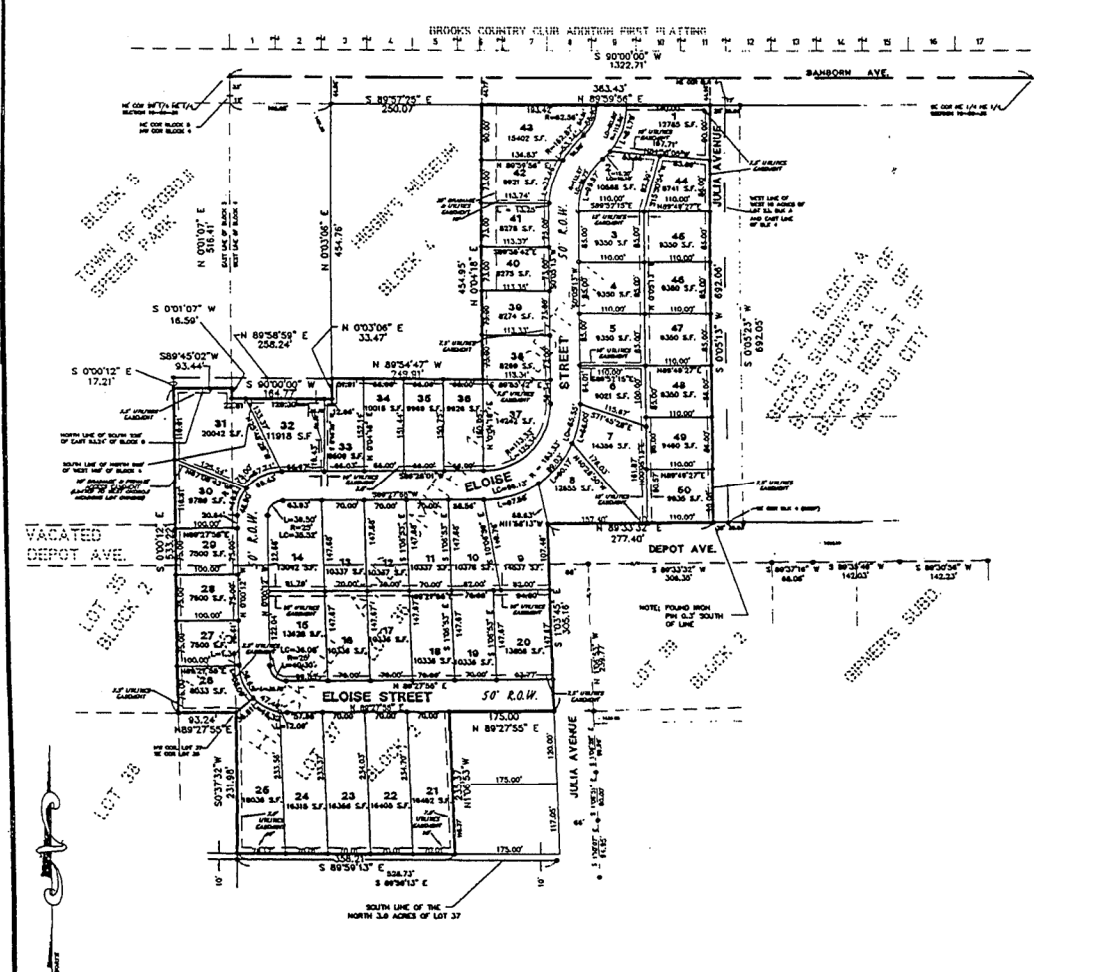
ATTORNEY'S ABSTRACT OPINION

I, James C. Ladegaard, of the firm of Ladegaard & Maahs, 708 Lake Street, Box AK, Spirit Lake, Iowa, pursuant to the provisions of Section 354.11 of the 1995 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 West Okoboji Meadows, City of 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 above described property is owned and vested in West Okoboji Meadows, L.L.C., and that said land is free from encumbrance.

This examination is based upon an abstract of title containing two (2) divisions, with Division One (1) consisting of 12 entries numbered one through 12, and Division Two (2), consisting of 50 entries, numbered one through 50, inclusive, prepared in accordance with the provisions of Chapter 614.29 through 614.38 of the Code of Iowa, the Iowa Land Title Examination Standards and the abstracting standards of the Iowa Land Title Association and last certified by Cornell Abstract Company to October 11, 1996 at 11:08 A.m.


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

FINAL PLAT OF WEST OKOBOJI MEADOWS OKOBOJI, IOWA



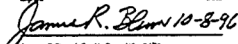
LEGAL DESCRIPTION OF AREA PLATED

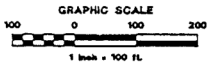
BEING A SUBDIVISION OF THE NORTH 3.0 ACRES EXCEPT THE SOUTH 10 FEET THEREOF, OF LOT 37, BLOCK 2 AND EXCEPT THE EAST 175 FEET OF LOT 37; ALL OF LOT 36, BLOCK 2; THE EAST 93.24 FEET OF LOT 35, BLOCK 2; ALL OF BLOCK 4 EXCEPT THE NORTH 500 FEET OF THE WEST 165 FEET AND EXCEPT THE EAST 250 FEET OF THE WEST 415 FEET OF THE NORTH 447 FEET AND EXCEPT THE NORTH 12 FEET AND EXCEPT THE EAST 25 FEET ALL IN SAID BLOCK 4; ALSO THE SOUTH 225 FEET OF THE EAST 93.24 FEET OF BLOCK 5; ALSO ALL THAT PART OF VACATED DEPOT AVENUE LYING WEST OF JULIA AVENUE AND EAST OF THE WEST LINE OF THE EAST 93.24 FEET OF LOT 35, BLOCK 2 AND BLOCK 5, ALL IN THE PLAT OF HASKELL & SMITHS FIRST ADDITION TO OKOBOJI PARK, CITY OF OKOBOJI, DICKINSON COUNTY, IOWA.

TOTAL AREA PLATED = 15.00 ACRES

CERTIFICATION

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly registered Land Surveyor under the laws of the State of Iowa.


 James R. Blum, L.S., No. Reg. No. 9179
 by Registration Renewed 12/31/64



- LEGEND**
- FOUND MONUMENT
 - SET 5/8" CAPPED REBAR
 - UTILITIES OR DRAINAGE EASEMENT LINE

10075-08842-VIN-PLAT-FINAL

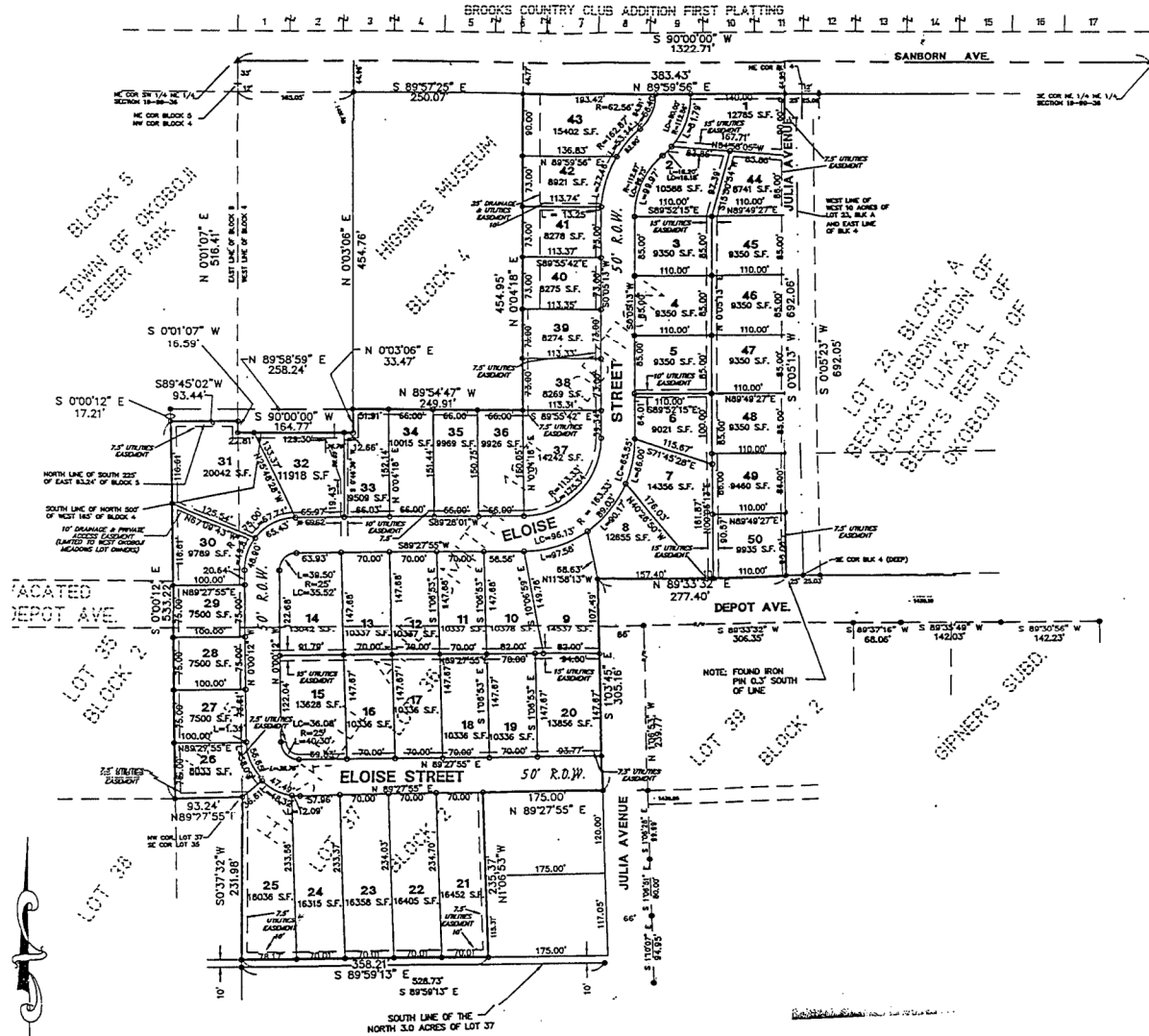
DATE: 7-24-64
 DRAWN BY: JEF
 CHECKED BY: DFF
 TITLE: WEST OKOBOJI MEADOWS

**FINAL PLAT
OF
WEST OKOBOJI MEADOWS
OKOBOJI, IOWA**

REVISION	BY	DATE

JW
**JACOBSON-WESTERGARD
& ASSOCIATES, INC.**
 106 S. SIXTH ST. ESTHERVILLE, IOWA
 CONSULTING ENGINEERS LAND SURVEYING

FINAL PLAT OF WEST OKOBOJI MEADOWS OKOBOJI, IOWA



LEGAL DESCRIPTION OF AREA PLATED

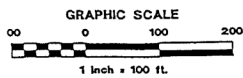
BEING A SUBDIVISION OF THE NORTH 3.0 ACRES EXCEPT THE SOUTH 10 FEET THEREOF, OF LOT 37, BLOCK 2, AND EXCEPT THE EAST 175 FEET OF LOT 37; ALL OF LOT 36, BLOCK 2; THE EAST 93.24 FEET OF LOT 35, BLOCK 2; ALL OF BLOCK 4 EXCEPT THE NORTH 500 FEET OF THE WEST 165 FEET AND EXCEPT THE EAST 250 FEET OF THE WEST 415 FEET OF THE NORTH 467 FEET AND EXCEPT THE NORTH 12 FEET AND EXCEPT THE EAST 25 FEET OF ALL IN SAID BLOCK 4; ALSO THE SOUTH 225 FEET OF THE EAST 93.24 FEET OF BLOCK 5; ALSO ALL THAT PART OF VACATED DEPOT AVENUE LYING WEST OF JULIA AVENUE AND EAST OF THE WEST LINE OF THE PLAT OF HASKELL & SMITHS FIRST ADDITION TO OKOBOJI PARK, CITY OF OKOBOJI, DICKINSON COUNTY, IOWA.

TOTAL AREA PLATTED = 15.00 ACRES
 * SOUTH DIMENSION OF LOT 32 IS CORRECTED TO 69.62 FEET. SEE AFFIDAVIT OF CORRECTION. *JWB 5/12/00*

CERTIFICATION

I hereby certify that this plat, map, survey was made by me or under my direct personal supervision and that I am a duly registered Land Under the laws of the State of Iowa.
 Signed

James R. Blum 10-8
 James R. Blum, L.S., W. Reg. No. 9179,
 My Registration Expires 12/



LEGEND

- FOUND MONUMENT
- SET 5/8" CAPPED REBAR
- UTILITIES OR DRAINAGE EASEMENT LINE

22 938
 ECTS:585163:VIN-PLAT:VIRAL

Date	9-24-96
Designer	JRB
Draftsman	DPB
Checker	JRB
Project Number	505163
Sheet	1

FINAL PLAT
 OF
 WEST OKOBOJI MEADOWS
 OKOBOJI, IOWA

REVISIONS	BY	DATE

JW JACOBSON-WESTERG & ASSOCIATES, INC.
 106 S. SIXTH ST. ESTHERVILLE, IOWA
 CONSULTING ENGINEERS LAND SURV