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MISC. SK #27

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Fee \$97.00

Filed at 2:02 PM
November 21, 2006

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06 NOV 21 PM 2: 02
JAN BORTSCHELLER
RECORDER
DICKINSON COUNTY, IOWA
FEE \$ 97.00

Prepared by: Gregg L. Oweas 708 Lake Street Spirit Lake (712) 336-1392

PROPRIETOR'S CERTIFICATE
PLAT OF THE PONDS AT HUNTER HILLS - PHASE II

KNOW ALL MEN BY THESE PRESENTS:

That D & W Development, Inc., has caused the property described in the attached final plat of The Ponds at Hunter Hills - Phase II, being that tract of land shown in the Plat known as The Ponds at Hunter Hills-Phase II, 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 Robert V. Bendixen, 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, D & W Development, Inc.

Those portions of Sportman's Drive, Bonnie Lane, 28th Street, Chaplain Drive and 32nd Street within the Plat are hereby dedicated to the City of Milford for street and utility purposes. Other easements as shown on the Plat are hereby dedicated to the City of Milford for utility purposes.

IN WITNESS WHEREOF, D & W Development, Inc., the owner and proprietor of the land described in the attached plat does hereby execute this Proprietor's Certificate.

Extension of Entry #56

NOV 21 2006

02

D & W DEVELOPMENT, INC.

By: Joe Weir
Joe Weir, Secretary

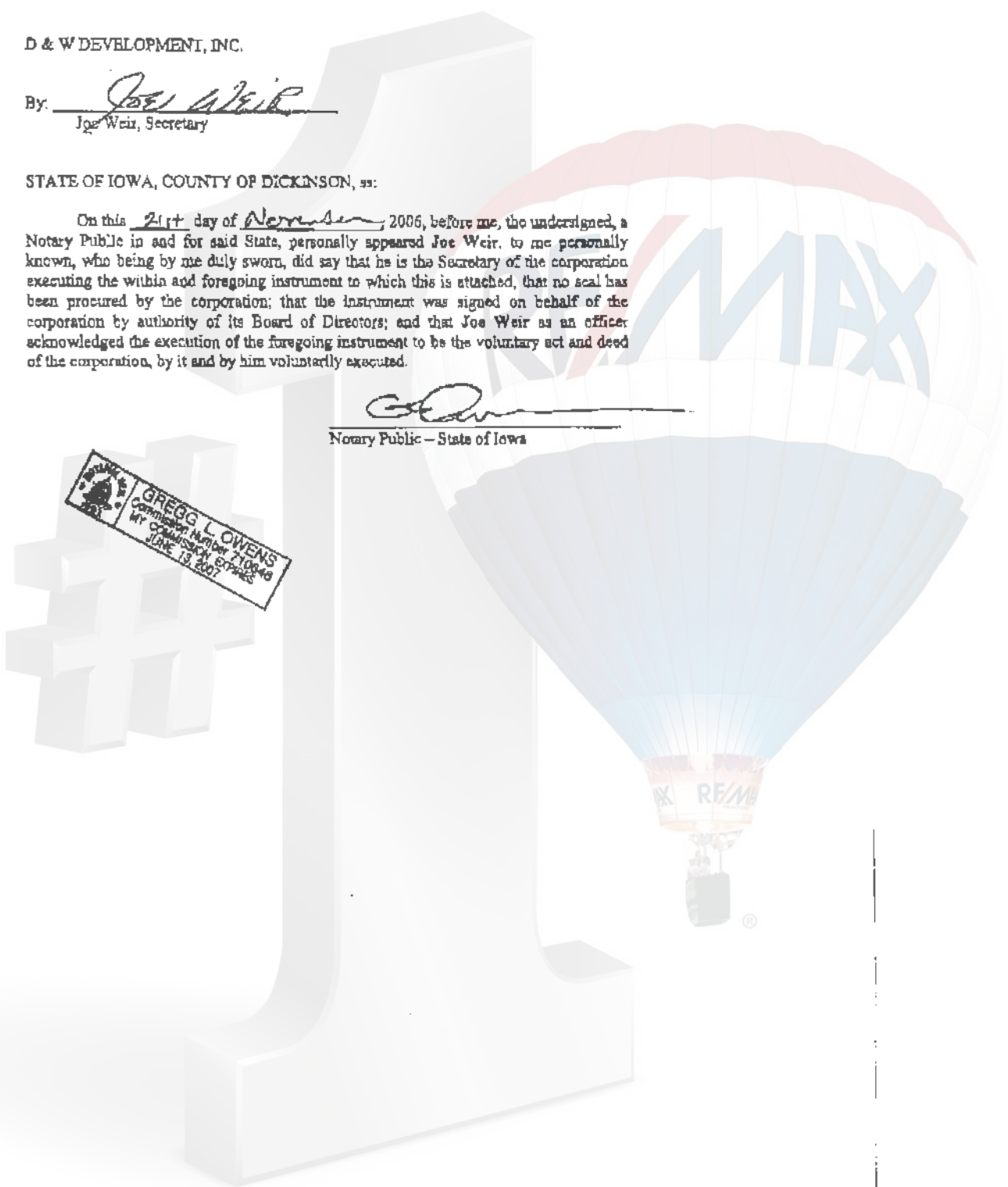
STATE OF IOWA, COUNTY OF DICKINSON, ss:

On this 21st day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe Weir, to me personally known, who being by me duly sworn, did say that he is the Secretary of the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Joe Weir as an 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.

Gregg L. Owens

Notary Public - State of Iowa

GREGG L. OWENS
Commission Expires 7/19/09
My Commission Expires
JUNE 19 2007



**PLAT OF THE PONDS AT HUNTER HILLS-PHASE II
RESTRICTIVE COVENANTS
MILFORD, DICKINSON COUNTY, IOWA**

In addition to the requirements of the City of Milford, Iowa Ordinances, as amended, the following Restrictive Covenants shall be in effect for all lots located in said Plat of The Ponds at Hunter Hills-Phase II, in the City of Milford, Dickinson County, Iowa:

1. **Introduction:** The covenants and restrictions are provided to insure proper use and appropriate development and improvements of each building site and protect the owners of the building sites against improper use of surrounding building sites as it will depreciate the value of their property.

2. **Construction:** All residential construction must be new. All construction must be commenced within six (6) months from the date of approval by the Design Committee. All exterior construction shall be completed within twelve (12) months from commencement of construction. The construction periods can be extended upon showing of good cause by the Design Committee.

3. **Residential Lots:** All lots in this subdivision shall be residential lots subject to Milford, Iowa's zoning and shall be solely for residential purposes. Lots 1 through 47 may be used for multi-family residential purposes. As allowed by City zoning, multi-family lots may be subdivided. The Developer reserves the right to use or develop Outlot A for non-residential purposes, subject to any necessary rezoning, special use or variance thereunder.

4. **Buildings:** No residence shall have ground floor areas of less than fourteen hundred (1,400) square feet in case of a one (1) story structure. No two (2) story or one and one-half (1½) story residence shall have the ground floor area of less than one thousand (1,000) square feet and a second floor of at least four hundred (400) square feet. All areas shall be determined exclusive of open porches, basement, breezeways, patio areas, or garages. There shall be a minimum slope of 5:12 on all roofs and a minimum of eight (8) foot sidewalls. No sheet metal roofs shall be allowed. No open carports shall be permitted. There shall be no single-wide or double-wide mobile homes placed on the lots. Building plans must be reviewed and accepted by the Design Committee.

5. **Garage Requirements:** No residence shall be constructed without a permanent garage for at least one vehicle also being constructed. The garage can be attached or detached, but no residence shall have more than one detached building. All garages are to be solely for the use of occupants of the residences. Garages may not be built without a residence on the same lot.

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

27-103

9. **Setbacks:** All setbacks will be in accordance with the Zoning Ordinances of the City of Millford, Iowa. No fence or hedge shall be erected or maintained on the property which shall unreasonably restrict or block the view from an adjoining lot. No fences will be placed in front, side, or rear setback areas. Where two or more continuous lots within the subdivision are under common ownership, side yard requirements are waived with respect to the interior lot lines.

10. **Exterior Lighting:** No exterior lighting shall be installed and maintained so as to unreasonably disturb the owner of any other lot. All lighting installations shall be oriented such that glare directed onto adjacent properties, including streets and neighboring tenants lots is minimized. Electric service to exterior lighting shall be underground.

11. **Miscellaneous Prohibitions:**

a. No building of any kind or for any purpose, may at any time be moved to and upon any of the lots, except new construction (construction trailers or buildings shall be permitted during construction period.) A new home that is substantially completed elsewhere and is moved onto the foundation is allowed if the home meets the requirements of the Uniform Building Code.

b. No basement, tent, shack, barn, mobile home, garage, or other building erected or placed within the subdivision or on any lot therein shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character or of less than one story above ground be used as a residence.

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

d. No recreational vehicles are to be stored on the property, including without thereby limiting, boats and travel trailers. Travel trailers and motor homes may not be used for human occupancy.

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

f. No animals, such as, but not limited to, horses, cattle, sheep, hogs, goats, poultry or rabbits, shall be permitted. This shall not prohibit domestic cats and dogs as pets, provided that there is a limitation of two (2) dogs and two (2) cats per dwelling unit or household. Domestic dogs and cats must be confined upon the premises of the lot owner. No dog kennel run may be constructed with dimensions in excess of five (5) feet by twenty (20) feet, it shall be attached to the house or garage and shall not extend more than ten (10) feet beyond the house in any direction and shall be no closer than four (4) feet to any side lot line or rear lot line. The holding of animals for commercial sale or breeding is prohibited.

27-105

g. One hundred & twenty five (125) gallons or less LP gas/propane tanks for a fireplace may be placed above ground on the property. All LP gas/propane tanks exceeding One hundred & twenty five (125) gallons shall be buried.

12. **Enforceability:** These restrictions are binding all purchasers and lot owners. Any person purchasing or owning a lot in the Plat of THE PONDS AT HUNTER HILLS-PHASE II, in the City of Milford, Dickinson County, Iowa agrees to be bound by the restrictions above set forth, including all terms thereof. Violation of any restriction by any lot owner may be enjoined by any other owner of a lot in the Plat of THE PONDS AT HUNTER HILLS-PHASE II, in the City of Milford, Dickinson County, Iowa and costs including reasonable attorney fees shall be assessed and paid by any person thus found violating a restrictive covenant as set forth herein. These covenants may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages and such proceeding may be maintained by any owner of a lot within the subdivision. All questions regarding interpretation of these covenants and restrictions shall be governed by laws of the State of Iowa in and for Dickinson County.

13. **Severability:** Each of the covenants and restrictions contained herein shall be considered to be an independent and separate covenant and agreement. In the event any one or more of such covenants or restrictions shall be invalidated by judgment or Court Order, all remaining covenants and restrictions shall nevertheless remain in full force and effect. Amendments to these covenants can be made only upon recommendations of Design Committee, with 100 percent approval of all lot owners.

14. **Duration:** All covenants, conditions, restrictions and agreements herein contained are made for the direct, mutual and reciprocal benefit of each and every lot of the subject property; shall create mutual equitable servitude upon each lot in favor of every other lot; shall create reciprocal rights and obligations between respective owners and occupants of all lots and privity of contract and estate between all grantees of said lots, their heirs, successors and assigns; and shall, as to the owner and occupant of each lot, his heirs, successors, and assigns, operate as covenants running with the land, for the benefit of all other lots, except as provided otherwise herein.

15. **Review and Approval:** Building site and landscaping plans shall be submitted for review to the Design Committee. All plans and specifications for construction and placement of buildings upon lot and parcel sites must first be presented to said Committee and meet with its approval before any work on the lot or parcel relating to said construction shall be started. A copy of said plans as finally approved shall remain in said Committee's possession. In the event said Committee or its designated representative fails to approve or disapprove such plans, specification and other matters hereinbefore provided within thirty (30) days after said plans and specifications have been submitted to said Committee, this covenant will be deemed to have been fully complied with. Time of submission of said plans and specifications commences to run upon the date the applicant deposits said plans and specifications in the mail at a U. S. Post Office with the proper amount of postage affixed certified mail return receipt mailed to the Developer, D & W Development, Highway 71, Box 268, Milford, Iowa 51351, or to such other address or person as hereafter shall be designated by the Design Committee. Decisions of the Committee shall be final and no lot or parcel owner or other parties shall have recourse for money damages against the Committee for its refusal to approve any such plans and

specifications. Decisions of the Committee may be reviewed by an action before Dickinson County District Court brought within 30 days of the Committee's final decision. Until all the lots in all phases of THE PONDS AT HUNTER HILLS-PHASE II are sold, the Developer, D & W Development, Inc. shall be the Design Committee. Thereafter, the Design Committee shall consist of three members elected by the owners of the lots in all phases of THE PONDS AT HUNTER HILLS. After said lots are all sold by the Developer, each lot owner within the Plat of THE PONDS AT HUNTER HILLS-PHASE II will have one vote in the election of members of the Design Committee. Therefore, each lot in THE PONDS AT HUNTER HILLS-PHASE II will have a vote pro-rated to the total number of lots in all phases of THE PONDS AT HUNTER HILLS-PHASE II.

16. Waiver: Neither the Design Committee nor its successors or assigns shall be liable to any owner or occupant of the subject property by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of this declaration. Every owner or occupant of any of said property by acquiring its interest therein agrees that it will not bring any action or suit against declarant to recover any such damages or to seek equitable relief because of same.

17. Variance: Subject to the Milford City Zoning Ordinances, the Design Committee may grant the owner of a lot a variance from these covenants as long as the general purpose of the covenants is maintained. Any variance granted from the provision of these covenants shall only be applicable to the specific site and conditions for which the variance was granted and shall in no respect constitute a change in or affect the terms or conditions set out in the standards as same apply to other sites or conditions.

18. Amendment: These covenants may 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.

D & W DEVELOPMENT, INC.

By: Joe Weir
Joe Weir, Secretary

STATE OF IOWA, COUNTY OF DICKINSON, ss:

On this 21st day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe Weir, to me personally known, who being by me duly sworn, did say that he is the Secretary of the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Joe Weir as an 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.



DeNeit VanDenBroeke
Notary Public - State of Iowa


27-107

1.08

CERTIFICATE OF SURVEY

I, Robert V. Bendixen of Jacobson-Westergard & Associates, Inc., land surveyor, authorized to practice in the State of Iowa, do hereby certify that I am a licensed land surveyor under the laws of the State of Iowa, Iowa license No. 9017, that at the instance and request of D & W Development, Inc. I surveyed the tract of real estate located in Dickinson County, Iowa, described in the Proprietor's Certificate for the purpose of subdividing and platting said real estate into an addition to be known as The Ponds at Hunter Hills - Phase II, City of Milford, 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 47 separate lots and one outlot as shown on said plat; that the plat is a true and correct plat of said addition and that it sets forth the boundaries thereof with the size and dimensions of all lots in accordance with said survey. I further certify that the corners of all lots are marked with 5/8" x 30" yellow capped rebar and that all dimensions of said plat are shown in feet and decimals thereof.

IN WITNESS WHEREOF, I have hereunto signed my name this 16th day of November, 2006.


Robert V. Bendixen, L.S., License No. 9017
Jacobson-Westergard & Associates, Inc.

PLAT OF THE PONDS AT HUNTER HILLS - PHASE II
Milford, Dickinson County, Iowa

Certificate of Approval
Milford Planning and Zoning Commission

STATE OF IOWA, COUNTY OF DICKINSON, ss:

The undersigned, Bryan H. Read, states that he is the duly appointed and acting City Clerk of the City of Milford, Iowa, and that in such capacity he acts as Cashier for the Milford Planning and Zoning Commission.

The undersigned further states that the Milford Planning and Zoning Commission has considered and reviewed the proposed PLAT OF THE PONDS AT HUNTER HILLS-PHASE II, to the City of Milford, Iowa. Following consideration and discussion, the Milford Planning and Zoning Commission passed a motion recommending approval of the final Plat of THE PONDS AT HUNTER HILLS-PHASE II to the Milford City Council.

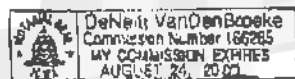
The undersigned further states that accordingly, the Plat of THE PONDS AT HUNTER HILLS-PHASE II to the City of Milford, Iowa, has been approved as required by the Milford Planning and Zoning Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of this office this 16th day of November, 2006.


Bryan H. Read, Milford City Clerk

SUBSCRIBED AND SWORN to before me by the said City Clerk this 16th day of November, 2006.


Notary Public -- State of Iowa.



27-109

110

Councilmember Lamb offered the following Resolution and moved for its adoption:

**RESOLUTION 1-0925-06
RESOLUTION APPROVING THE PLAT OF THE PONDS AT HUNTER HILLS - PHASE 2, CITY OF MILFORD, DICKINSON COUNTY, IOWA**

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

WHEREAS, there has been presented to the City by the Planning and Zoning Commission, a recommendation for approval of the Plat of THE PONDS AT HUNTER HILLS - PHASE 2, Milford, Iowa, being developed by D&W Development, Inc. located within the City of Milford, Iowa that contains 47 lots; and

WHEREAS, said Plat was reviewed and approved by the Planning and Zoning Commission of the City of Milford, Iowa; and

WHEREAS, the City Council has reviewed the Plat and found it to be acceptable.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Milford, Iowa that the Plat of THE PONDS AT HUNTER HILLS - PHASE 2, containing 47 lots, Milford, Iowa, is hereby approved as presented.

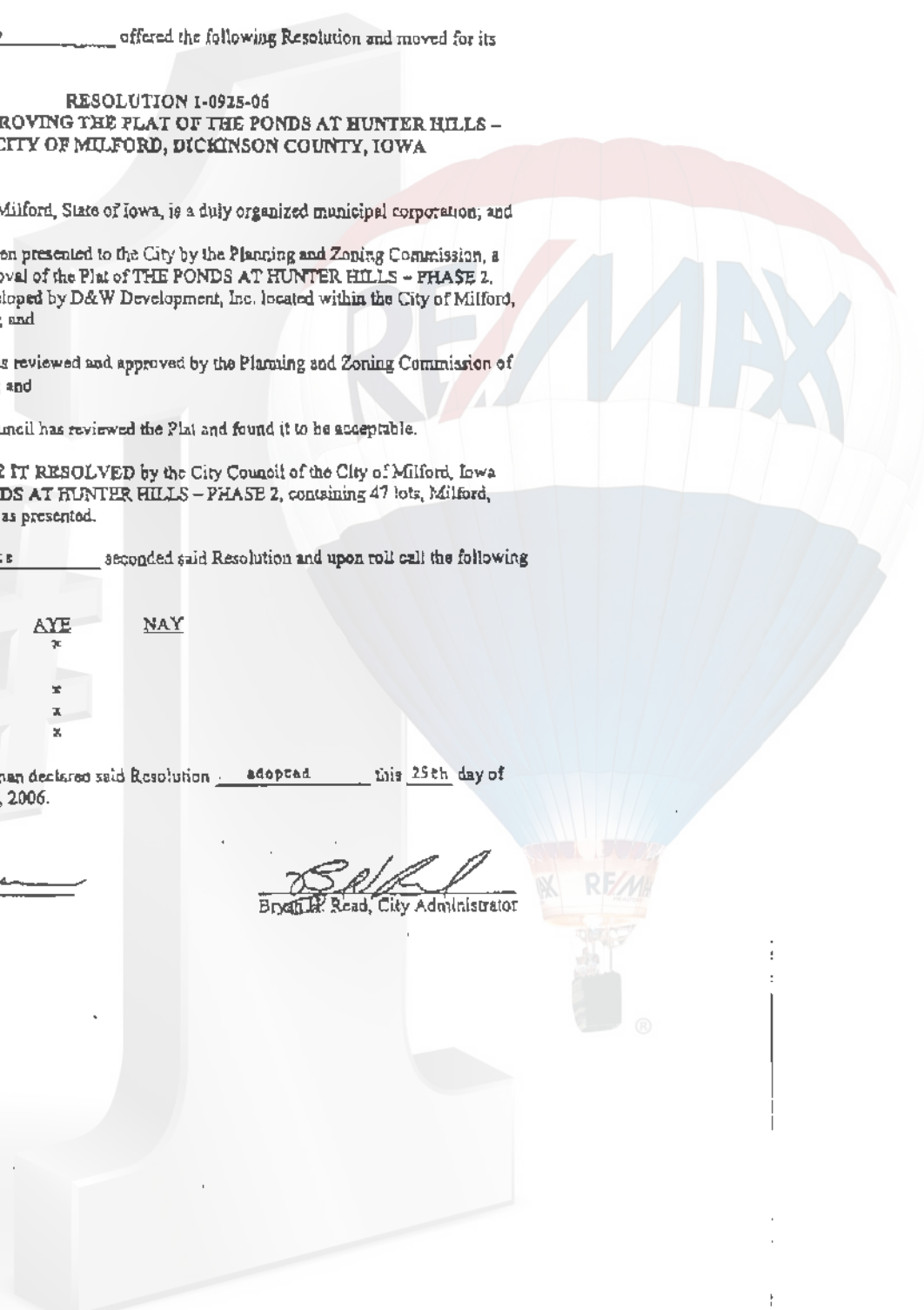
Councilmember Kilts seconded said Resolution and upon roll call the following vote was recorded:

	<u>AYE</u>	<u>NAY</u>
Anderson	x	
Feller		
Gude	x	
Kilts	x	
Lamb	x	

Thereupon Mayor Wahlman declared said Resolution adopted this 25th day of September, 2006.


Virgil Wahlman, Mayor

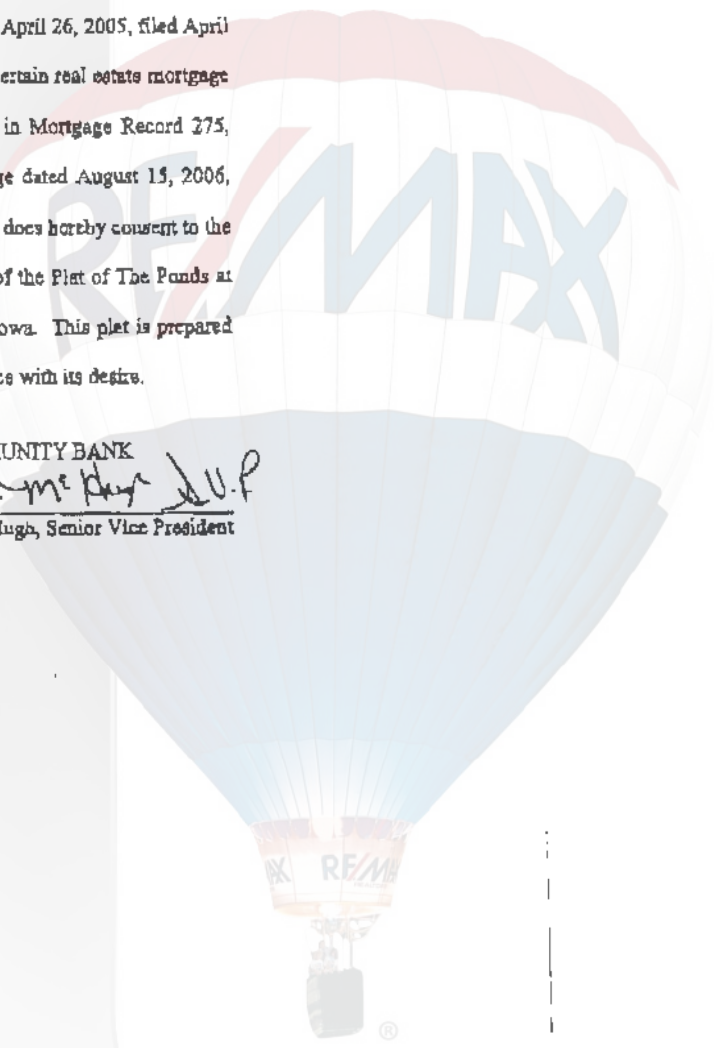

Bryan W. Read, City Administrator



CONSENT TO PLAT BY MORTGAGEE

United Community Bank, Milford, Iowa, Mortgagee named in a certain real estate mortgage being dated October 3, 2003, filed October 29, 2003 and recorded in Mortgage Record 253, Page 783 of the records of the Dickinson County Recorder's office and further named in a certain assignment of mortgage being dated April 26, 2005, filed April 27, 2005 in Mtg. Rec. 287, Page 317, and further named in a certain real estate mortgage dated August 4, 2004, filed October 13, 2004 and recorded in Mortgage Record 275, Page 771, and further named in a certain real estate mortgage dated August 15, 2006, filed August 21, 2006 and recorded in Mtg. Rec. 323, Page 23, does hereby consent to the platting of the real estate secured by such mortgages as part of the Plat of The Ponds at Hunter Hills - Phase II, City of Milford, Dickinson County, Iowa. This plat is prepared with free consent of United Community Bank and in accordance with its desire.

UNITED COMMUNITY BANK
By Matt McHugh JUP
Matt McHugh, Senior Vice President



27-111


7. Care of Lots/Condition of Property:

- a. Owners of all lots shall at all times keep the same free and clear from all obstruction, debris, weeds, and obnoxious growths. All premises shall be kept clean, neat and orderly at all times.
- b. No boats, trailers, campers, motorcycles, snowmobiles, tent trailers, house trailers, mobile homes, fish houses or other like vehicles or structures shall be stored or kept upon any lots except when enclosed within the garage.
- c. No outside toilets shall be permitted on the premises and the owner shall connect all waste water lines to the public sanitation sewer system.
- d. Refuse and garbage shall be disposed of in a manner consistent with the regulations of the health department and good sanitation practices.
- e. No noxious or offensive trade or activity shall be carried on upon any lot or tract nor shall anything be done which may become an annoyance to the neighborhood.
- f. The owner shall keep the site and building, improvements and appurtenances safe, clean and neat in appearance at the owner's expense.
- g. No large vehicles such as large trucks or buses shall be parked in the subdivision except for those brought in temporarily in connection with service or in case of emergencies.
- h. No building shall be moved onto the property without the approval of the Design Committee. All site grading and drainage shall be in accordance with the Design Committee's pre-approved site plans.

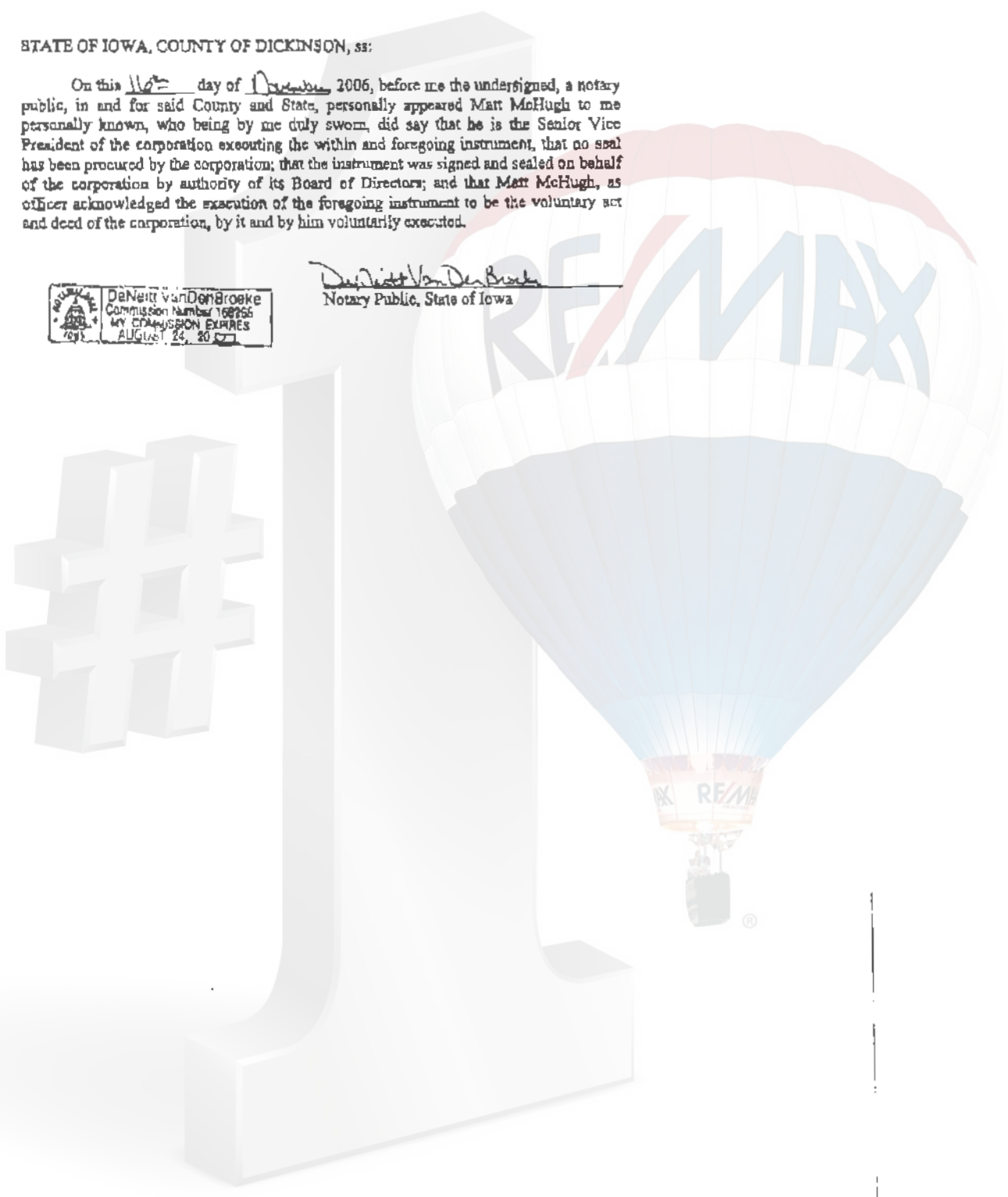
8. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structure or other buildings shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements in such easement shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. Utility services to sites in the Plat of THE PONDS AT HUNTER HILLS-PHASE II, in the City of Milford, Dickinson County, Iowa will be installed underground. Lot sites may be altered only with the approval of the Design Committee.

STATE OF IOWA, COUNTY OF DICKINSON, ss:

On this 16th day of October, 2006, before me the undersigned, a notary public, in and for said County and State, personally appeared Matt McHugh 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 the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that Matt McHugh, as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

 DeNert vanDenBroeke
Commission Number 168266
MY COMMISSION EXPIRES
AUGUST 24, 2007

DeNert Van Den Broeke
Notary Public, State of Iowa



ASSESSOR'S CERTIFICATE

I, Patricia Dodds, Dickinson County Assessor, do hereby certify that a copy of the Plat of The Ponds at Hunter Hills-Phase II, City of Milford, Dickinson County, Iowa, has been duly filed in my office this date as required by law.

Dated this 21 day of November, 2006.



Patricia Dodds
Patricia Dodds, Dickinson County Assessor

TREASURER'S CERTIFICATE

I, Linda Voss, Dickinson County Treasurer, do hereby certify that there are no unpaid taxes, certified special assessments nor tax liens of record in my office against any of the property platted as The Ponds at Hunter Hills-Phase II, City of Milford, Dickinson County, Iowa, as shown on the Plat attached hereto.

Dated this 21 day of Nov, 2006.

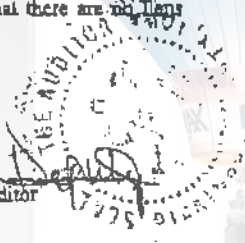


Linda M. Voss
Linda Voss, Dickinson County Treasurer

AUDITOR'S CERTIFICATE AND APPROVAL OF PLAT NAME

I, Nancy Reiman, Dickinson County Auditor, do hereby certify that Plat of The Ponds at Hunter Hills-Phase II is approved as the name for the Plat attached and that a copy of the attached Plat of The Ponds at Hunter Hills-Phase II, City of Milford, Dickinson County, Iowa, has been furnished to the Dickinson County Auditor's Office, and a copy has been filed with the Dickinson County Auditor's Office as required by law. I further state that there are no liens recorded in this office against said real estate.

Dated this 21 day of Nov, 2006.



Nancy Reiman
Nancy Reiman, Dickinson County Auditor

27-113

ATTORNEY'S ABSTRACT OPINION

I, Gregg L. Owens, of the firm of Ladegaard, Maahs & Owens, 708 Lake Street, Box AK, Spirit Lake, Iowa, pursuant to the provisions of Section 354.11 of the 2005 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 The Ponds at Hunter Hills-Phase II, City of Milford, 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 D & W Development, Inc., subject to a Mortgage by D & W Development, Inc., to United Community Bank, dated October 3, 2003, filed October 29, 2003 in Mortgage Record 253, Page 783 and further subject to a Mortgage by D & W Development, Inc., to The City of Milford, Iowa, dated October 21, 2003 and filed October 31, 2003 in Mtg. Rec. 253, Page 971, which Mortgage was assigned to United Community Bank on April 26, 2005 which Assignment was filed April 27, 2005 in Mtg. Rec. 287, Page 317 and further subject to a Mortgage by D & W Development, Inc., to United Community Bank, dated August 4, 2004, filed October 13, 2004 in Mtg. Rec. 275, Page 771 and further subject to a Mortgage by D & W Development, Inc., dated August 15, 2006, filed August 21, 2006 and recorded in Mtg. Rec. 323, Page 23.

This examination is based upon an abstract of title containing 57 entries numbered one through 57, inclusive, prepared in accordance with the provisions of Chapter 614.29 through 614.38 of the Code of Iowa, Chapter 11 of the Iowa Land Title Examination Standards and the abstracting

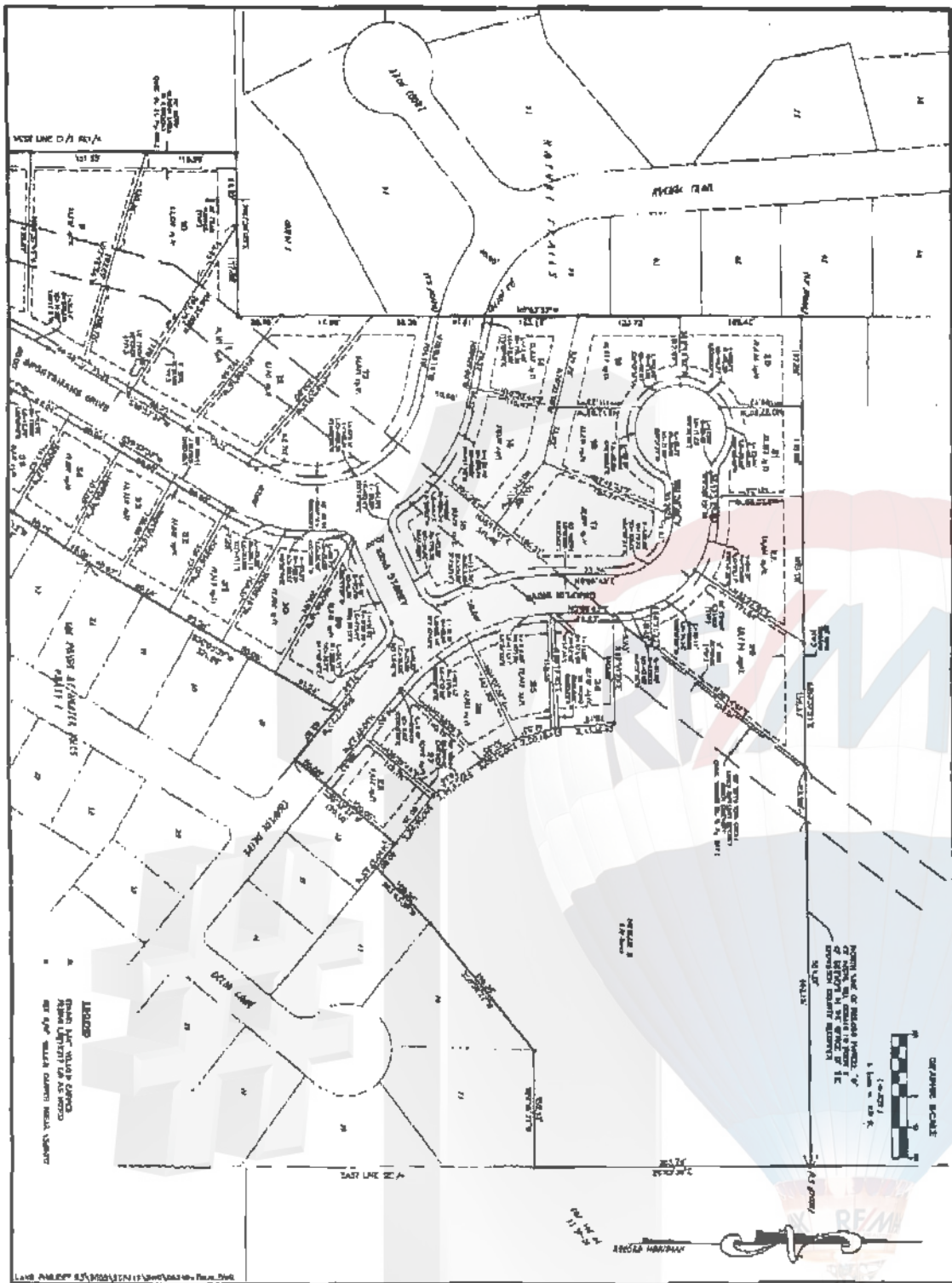
standards of the Iowa Land Title Association and last certified by Cornell Abstract Company to
November 23, 2006 at 2:02P.m.


Gregg L. Owens

Gregg L. Owens
Attorney at Law
Lodegaard, Mann & Owens
708 Lake Street, Box AK
Spirit Lake, IA 51360



27-115



Record Number 895388 Sheet 2 OF 2	Date 8-23-06 Page(s) 766 Drawn CLP Checked FVE	FINAL PLAY OF THE PONDS AT HUNTER HILLS-PHASE II, CITY OF MILFORD DICKINSON COUNTY, IOWA	DEVELOPER/OWNER D & W DEVELOPMENT P.O. BOX 268 MILFORD, IA 51351	 JACOBSON-WESTERGARD & ASSOCIATES, INC. 108 S. SIXTH ST. ELMHURST, IOWA 51501-1008 IOWA SURVEYORS
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