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AMENDMENT TO CONDITIONS, COVENANTS AND RESTRICTIONS  
CONTAINED IN THE PROPRIETOR'S CERTIFICATE  
IN THE PLAT OF SOUTH TEMPLAR PARK SUBDIVISION  
AND ANY AMENDMENT THERETO

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, it has been determined by an affirmative vote of more than two-thirds (2/3) of the members and stockholders of South Templar Park, Inc. that the restrictive covenants, conditions and restrictions contained in the Plat of South Templar Park Subdivision and any amendment thereto should now be amended to provide that a maximum of four single-family residential dwelling units may be constructed on the premises described on an Attachment "A" hereto, and

WHEREAS, the conditions, covenants and restrictions be further amended to permit construction of garages on said Lot 4, in the Plat of South Templar Park Subdivision, which is north of the present existing northerly sewer line on Lot 4 to permit construction of garages to provide a garage space for each owner of a residential unit located on the property described in Attachment "A" hereto.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

The covenants, conditions and restrictions contained in the Plat of South Templar Park Subdivision be, and the same are amended as follows:

1. There may be a maximum of four single-family residential dwelling units constructed on the premises described on Attachment "A" hereto.

2. There may be garages constructed northerly of the north sewer line on Lot 4, in the Plat of South Templar Park

#6191

July 5, 1994  
4:17 PM

Extension of Entry #61

Subdivision to provide a garage space for each owner of a single-family residential unit located on the property described on Attachment "A" hereto.

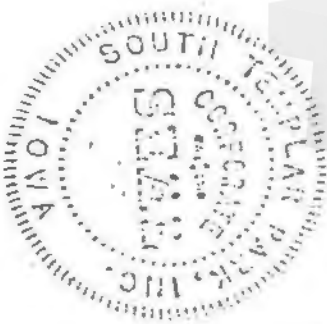
3. The property remains subject to zoning ordinances of the City of Orleans, Iowa.

IN WITNESS WHEREOF, South Templar Park, Inc., by its duly authorized officers, and by authority of its Board of Directors and vote of more than 2/3 of its members, hereby executes this amendment to the proprietor's certificate filed with reference to the plat known as South Templar Park Subdivision recorded in the office of the Dickinson County Recorder.

SOUTH TEMPLAR PARK, INC.

BY: Harold E. Tuttle  
President

BY: Mary Ellen Sandle  
Secretary



STATE OF IOWA :  
                              : ss.  
DICKINSON COUNTY :

On this 1st day of July, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared HAROLD E TUTTLE and MARY ELLEN SANDLE, to me personally known, who being by me duly sworn, did say they are the President and Secretary of the corporation executing the within and foregoing instrument, (~~that no seal has been procured by the~~) (the seal affixed hereto

CERTIFICATION

I, Mary Ellen Sandle, hereby certify that I am the Secretary of South Templar Park, Inc. and that the vote on the attached amendment was by written ballot. There were 32 votes passed in favor; <sup>two</sup> one (2) votes changed from "No" to "Yes"; and one (1) vote cast against.

Mary Ellen Sandle

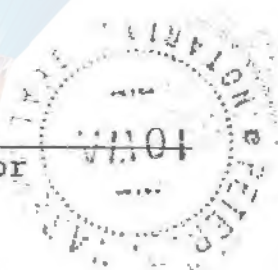
Secretary of South Templar Park Inc.

Sworn and subscribed to this 1st day of

July, 1994.

Peter S. Navay

Notary Public in and for State of Iowa.



RESOLUTION

IT IS RESOLVED by the Board of Directors of South Templar Park, Inc., as follows:

Pursuant to vote of the shareholder of South Templar Park, Inc. concerning amending Paragraphs 1 and 13 of the Restrictive Covenants contained in the Plat of South Templar Park, solely for the purposes set forth in the proposals of Berkley, Inc., and as the same were amended, all of which is attached hereto, and

WHEREAS vote on said amendment to allow such action solely and only as proposed was carried by an affirmative vote of more than 2/3 outstanding shares of South Templar Park, Inc.,

NOW IT IS THEREFORE RESOLVED that the Restrictive Covenants, Paragraphs 1 and 13, be amended to allow Berkley, Inc. to proceed in accordance with its proposals as the same were amended, all being attached hereto, and

All of said Restrictive Covenants, Conditions and Limitations shall remain in full force and effect except as hereby amended.

A copy of this Resolution with attachments shall be filed with the Dickinson County Recorder.

Harold E. Tuttle  
President

ATTEST:

Mary Ellen Sandle  
Secretary

STATE OF IOWA

ROCK COUNTY

SS:

INSTR. NO. 970053

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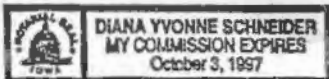
JAN BORTSCHELLER  
RECORDER

DICKINSON COUNTY, IOWA

I, Mary Ellen Sandle, being first duly sworn, do hereby certify that I am the Secretary of South Templar Park, Inc.; that the foregoing Resolution was approved by the Board of Directors of South Templar Park, Inc., on December 14, 1996, and was ordered to be placed of record in Dickinson County, Iowa. 5/00

Mary Ellen Sandle  
Secretary

Sworn and subscribed to before me by the said Mary Ellen Sandle this 3<sup>rd</sup> day of January, 1997.



Diana Yvonne Schneider  
NOTARY PUBLIC IN AND FOR SAID  
COUNTY AND STATE.

NOTICE OF AMENDED PROPOSAL

By order of the Board of Directors, the Notice of Special Meeting is amended to provide as follows:

The third paragraph of the Notice of Special Meeting is amended to allow said property and properties to be used solely for parking, drives and landscaping so that said third paragraph in the Notice of Special Meeting will now read as follows:

"that said Restrictive Covenants be amended to provide that the property described as the Lanham property and the Montgomery properties, more particularly legally described on Exhibit A attached hereto, be permitted to be used for other than private residential purposes exclusively for one family and specifically to allow the same to be used solely for parking drives and landscaping in conjunction with the use of the Templar Park Pavilion as specified on Exhibits B and C attached;"

Exhibit C is amended by adding to the second paragraph thereof:

"and the number of persons who may be accommodated in the seven (7) units combined shall not exceed fifteen (15) at any time."

The following should be added to the fourth paragraph of Exhibit C so that said fourth paragraph will now read as follows:

"Berkley, Inc. intends to permit occasional use by other organizations similar to Berkley, Inc. and may grant permission to use the property for appropriate community groups and individuals. However, no community or individual use shall be permitted from May 15 through September 15 of any year without approval of the South Templar Park Association. The activities outlined above in Exhibit C are the only activities for which the entire facility or any part thereof may be used. With the sole exception of such activities outlined above, that portion of the Restrictive Covenant #13 which provides in part: "said real estate shall not be used for any commercial enterprises or occupations of any kind or character whether involving the sale of goods or services" shall remain in full force and effect."

The fifth paragraph of Exhibit C is stricken and the following inserted in lieu thereof:

"In the event title to or the right of occupancy or use to the Pavilion and adjoining grounds or any part thereof is transferred to another person or persons by deed, lease, gift or otherwise by Berkley, Inc., then all restrictive covenants presently existing will automatically be reinstated and any Special Use Permit granted by the City of Orleans permitting the use of the property requested in this

Exhibit C shall be deemed to have expired and the restrictive covenants will be reinstated in full force and effect. Provided, however, that this paragraph will not limit or affect Berkley's right to make transfers of occupancy, use or function between departments or subsidiaries within Berkley, Inc."

There will be added to Exhibit C a sixth paragraph as follows:

"Berkley, Inc. agrees that the amendments it is requesting to the Restrictive Covenants, Conditions and Limitations relate solely to the Pavilion, Montgomery and Lanham properties as specified and described in the Notice of Special Meeting and its attached Exhibits A, B, and C. The Restrictive Covenants, Conditions and Limitations presently governing all other lots in the South Templar Park subdivision are not included in the request of Berkley, Inc. and shall remain in full force and effect."

NOTICE OF SPECIAL MEETING

The President and Board of Directors of South Templar Park, Inc. have set the 14th day of December, 1996, at 11:00 o'clock A.M. as the time, and the Narey law office at 832 Lake Street, in Spirit Lake, Iowa, as the place for a special meeting of South Templar Park, Inc. at which time a vote will be held on the following question:

"Should the Restrictive Covenants, Conditions and Limitations relating to and being a part of the land encompassed in the Plat of South Templar Park Subdivision be amended to provide:

that said Restrictive Covenants be amended to provide that the property described as the Lanham property and the Montgomery properties, more particularly legally described on Exhibit A attached hereto, be permitted to be used for other than private residential purposes exclusively for one family and specifically to allow the same to be used for parking, drives and landscaping in conjunction with the use of the Templar Park pavilion as specified on Exhibits B and C attached;

AND

to provide that the Restrictive Covenants, Conditions and Limitations contained in the Plat of South Templar Park Subdivision and amendment thereto should now be amended to provide that the pavilion, as more particularly described on Exhibit A attached hereto, may be used for those purposes by Berkley, Inc. as specified on Exhibit C attached, and as shown on the drawings attached hereto as Exhibit B.

At said meeting you may be personally present to vote, or if not personally present you may vote by proxy which is enclosed herewith. Each shareholder is entitled to vote the number of shares held by him or her. If there are two owners on one share, they should both sign the enclosed ballot, or they can designate between themselves who may cast the ballot.



EXHIBIT A

All of Lot One (1) of South Templar Park Subdivision, City of Orleans, Dickinson County, Iowa; AND All of Lot Four (4) of South Templar Park Subdivision, City of Orleans, Dickinson County, Iowa, except that part described as follows:-- Commencing at the northeast corner of said Lot Four (4), also being the northwest corner of Lot Three (3) of said South Templar Park Subdivision, said point being the point of beginning; thence South 10°05'40" West 91.57 feet along the easterly line of said Lot Four (4); thence South 31°16'20" East 28.77 feet along the easterly line of said Lot Four (4); thence North 77°10'00" West 13.27 feet; thence North 24°55'00" West 136.25 feet; thence South 80°42'28" East 72.40 feet along the north line of said Lot Four (4) to the point of beginning; said parcel containing approximately 3,946 square feet, subject to easements of record. The North line of said Lot Four (4) is assumed to bear South 80°42'28" East, (Pavilion Property)

AND

That part of Lot Four (4) of the South Templar Park Subdivision, City of Orleans, Dickinson County, Iowa, described as commencing at the Northeast corner of said Lot Four (4), also being the Northwest corner of Lot Three (3) of said South Templar Park Subdivision, thence South 10°05'40" West 84.57 feet along the Easterly line of said Lot Four (4) to the Point of Beginning, thence South 10°05'40" West 7.00 feet along the Easterly line of said Lot Four (4), thence South 31°16'20" East 28.77 feet along the Easterly line of said Lot Four (4), thence North 77°10'00" West 13.27 feet, thence North 24°55'00" West 34.28 feet, thence South 79°35'50" East 13.90 feet to the point of beginning, said parcel containing approximately 310 square feet, subject to easements of record. The North line of said Lot Four (4) is assumed to bear South 80°42'28" East AND A part of Lot Three (3) of the South Templar Park Subdivision, Town of Orleans, Iowa, more complete described as follows: Commencing at the Southeast corner of said Lot Three (3) of the South Templar Park Subdivision, which is the Point of Beginning; thence North 10°03'18" East along the Easterly line of said Lot Three (3) for 31.00 feet; thence North 79°42'31" West 76.94 feet; thence South 10°03'18" West 7.00 feet; thence South 31°22'25" East 28.77 feet to the Southerly line of said Lot Three (3); thence South 76°50'47" East 58.01 feet to the Point of Beginning (Lanham Property)

AND

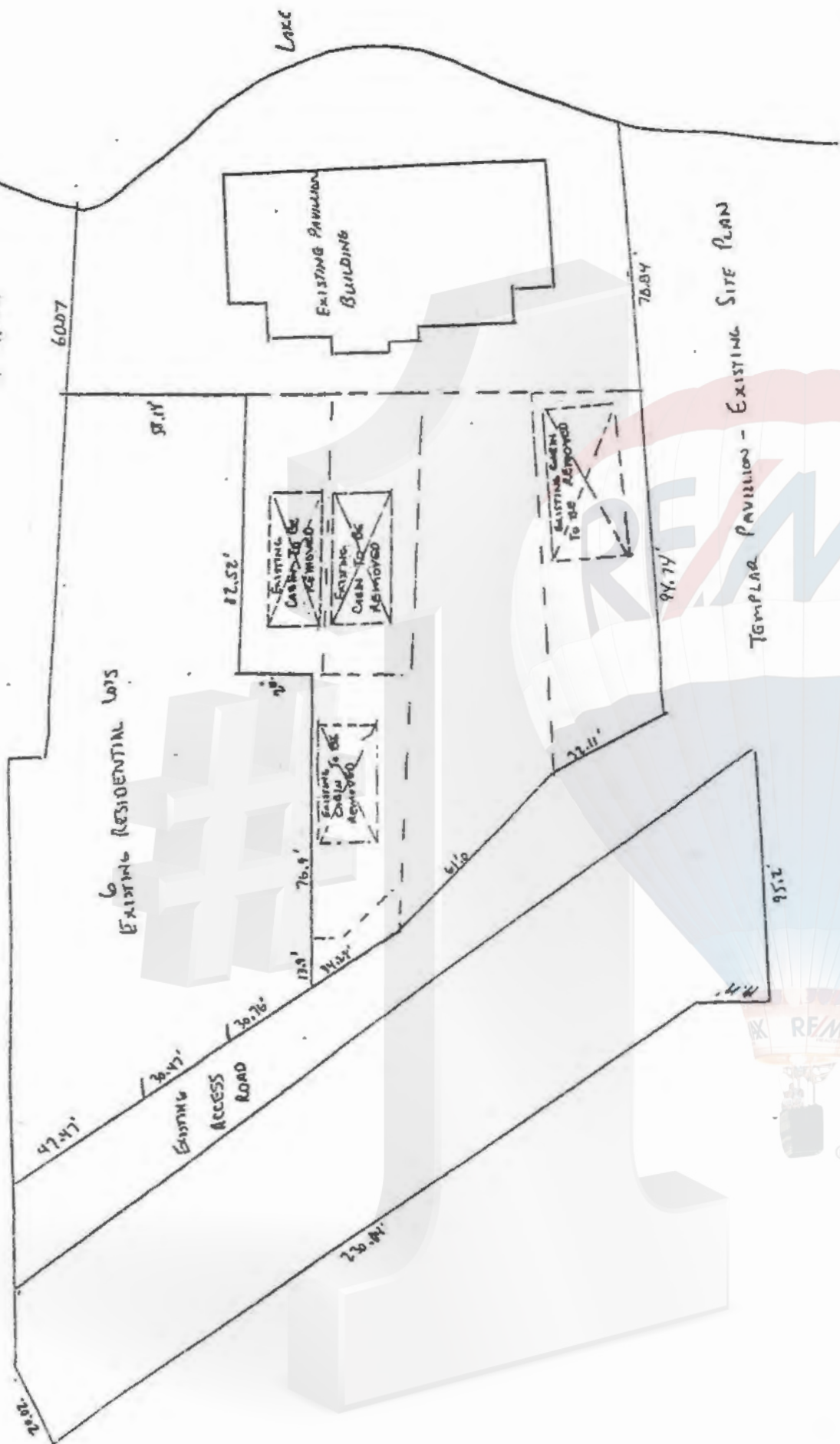
A part of Lot Five (5), of the South Templar Park Subdivision, Town of Orleans, Dickinson County, Iowa, more particularly described as follows: Commencing at the Southwest corner of said Lot Five (5), of South Templar Park Subdivision, thence North 08°35'33" East along the Westerly line of said Lot Five (5) for 75.00 feet; thence South 84°10'29" East 95.20 feet; thence North 16°59'10" West 31.01 feet to the point of beginning; thence North 16°59'10" West for 32.11 feet; thence South 84°10'29" East for 110.00 feet; thence South 08°35'33" West 29.00 feet; thence North 84°10'20" West 94.74 feet to the point of beginning.

AND The North 25 feet of the south 50 feet of Lot Two (2), South Templar Park Subdivision, Town of Orleans, Iowa, being more particularly described as: Commencing at the Southeast Corner of said Lot Two (2) of South Templar Park Subdivision; thence North 08°35'33" East along the Easterly line of said Lot Two (2) for 25.00 feet to the point of beginning; thence North 08°35'33" East for 25.00 feet; thence North 76°50'47" West for 82.52 feet to the Westerly line of said Lot Two (2); thence South 10°03'18" West 25.00 feet; thence South 76°50'47" East 83.16 feet to the point of beginning,

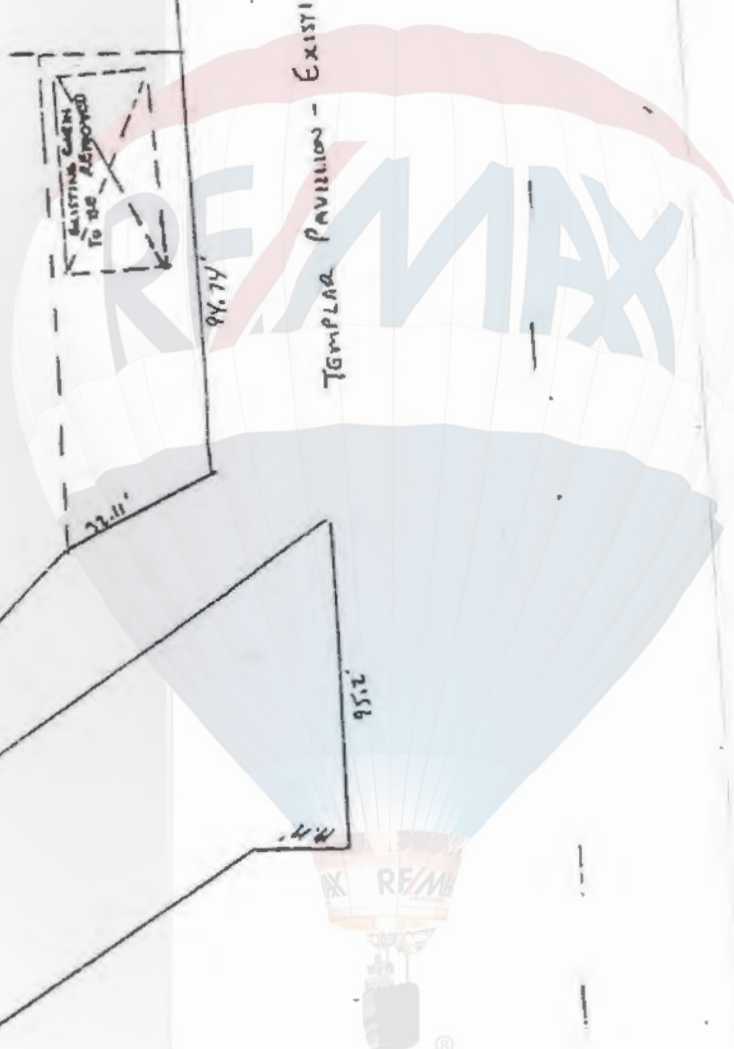
AND A part of Lot Two (2) of the South Templar Park Sub-division, Town of Orleans, Iowa, more particularly described as follows: Commencing at the Southeast corner of said Lot Two (2) of the South Templar Park Sub-division, which is the Point of Beginning; thence North 76°50'47" West along the Southerly line of said Lot Two (2) for 83.80 feet; thence North 10°03'18" East 25.00 feet; thence South 76°50'47" East 83.16 feet to the Easterly line of said Lot Two (2); thence South 08°35'33" West 25.00 feet to the Point of Beginning, (Montgomery properties).

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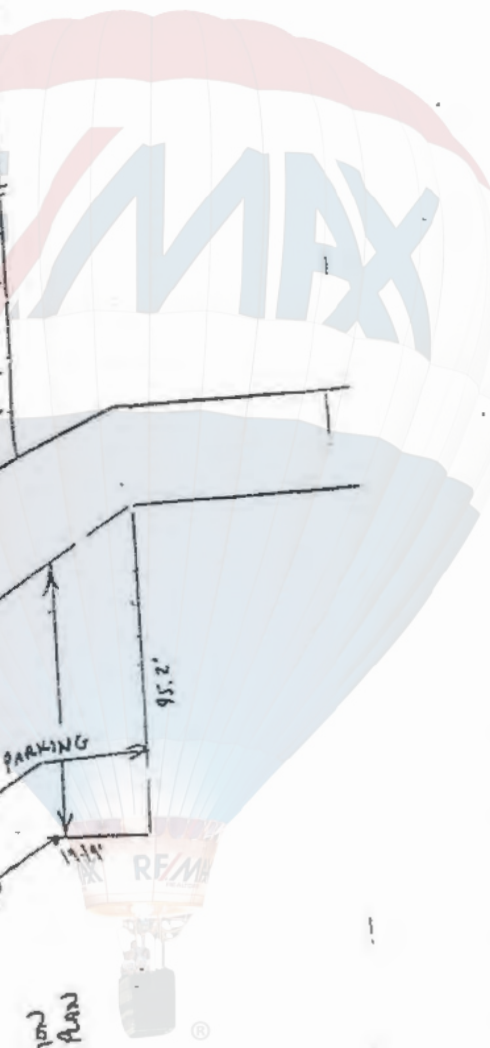
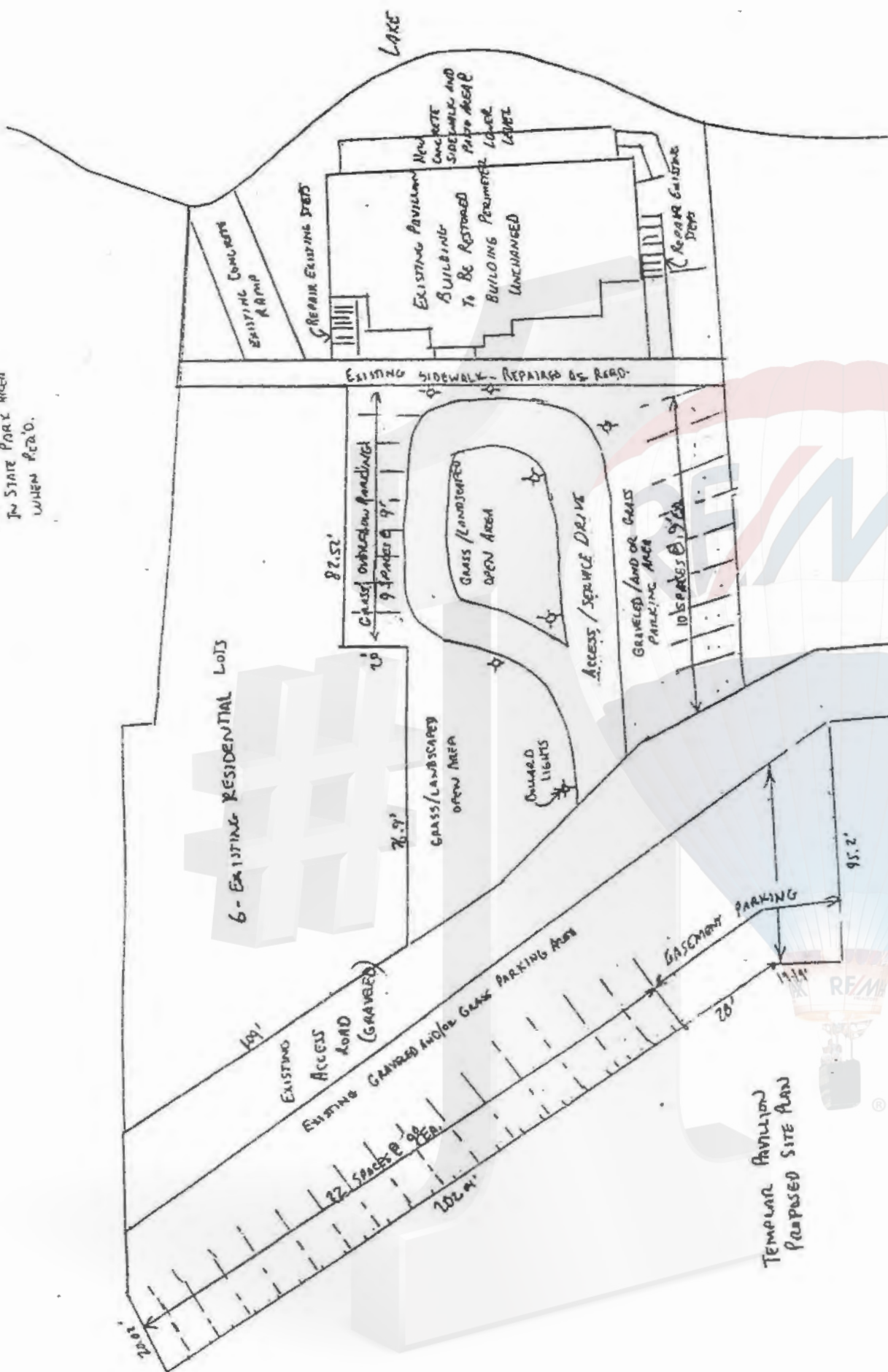
State Park Area



TEMPLE PAVILION - EXISTING SITE PLAN



OVERFLOW PARKING  
IN STATE PARK AREA  
WHEN REQ'D.



TEMPLAR PAVILION  
PROPOSED SITE PLAN



TEMPORARY PAVILION  
 LOWER LEVEL  
 SCALE 1/4" = 1'-0"

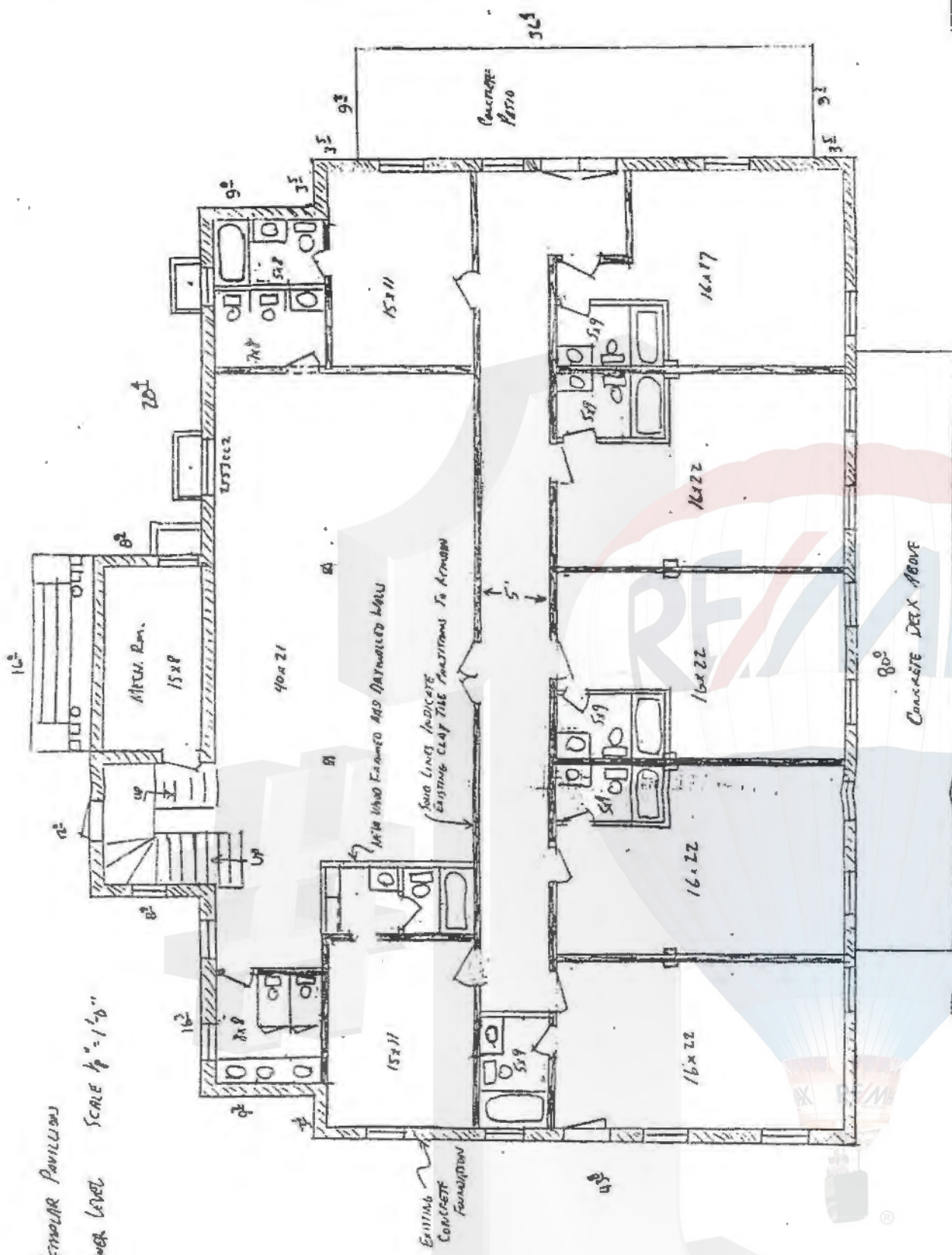


EXHIBIT C

Berkley, Inc. intends to convert the Templar Park Pavilion into a corporate retreat facility. The main floor will be used primarily for meetings of Berkley employees, its customers and potential customers. It will have facilities for sales meetings, quality seminars, training sessions, management and other similar meetings. Other usages may include new personnel and new customer orientation and motivational instruction. Company products will be displayed for the benefit of customers. There will be no retail sales activity on the premises.

The lower level will be used for short-term housing for new employees, prospective employees and employees who live outside the area. It will also be available for short term customer lodging. The number of housing units shall not exceed seven (7).

The entire facility will be used for entertaining vendors, customers, potential customers, employees and potential employees. There will be occasional use by larger groups such as company picnics or seasonal gatherings such as company Christmas parties. It may also be used for retirement parties, celebrations and recognition banquets or other similar gatherings.

Berkley, Inc. intends to permit occasional use by other organizations similar to Berkley, Inc. and may grant permission to use the property for appropriate community groups and individuals. However, no community or individual use shall be permitted from May 15 through September 15 of any year without approval of The South Templar Park Association.

Berkley, Inc. agrees that in the event The Pavilion and adjoining grounds are ever sold by Berkley, Inc. any Special Use Permit granted by the City of Orleans permitting the above use of the property shall be deemed to have expired and the previous protective covenants shall be reinstated.

LAW OFFICES OF  
FITZGIBBONS BROTHERS

P O BOX 496  
108 NORTH SEVENTH STREET  
ESTHERVILLE, IOWA  
51334

TELEPHONE  
AREA 78-352-72 5

CO C FITZGIBBONS  
RANCIS FITZGIBBONS  
JOHN G. MARTENS  
AROLD W. WHITE

October 14, 1976  
2:25 o'clock p.m.)

TO WHOM IT MAY CONCERN:

At your request, I have examined the Abstract of Title to the following described premises situated in Dickinson County, Iowa, to-wit:

A part of Government Lots One (1) and Two (2) in Section Twenty-nine (29), in Township One Hundred (100) North, Range Thirty-six (36) West of the 5th P.M.; which is also described as Lots One (1) and Two (2) of Kingman's Plat of Government Lots One (1) and Two (2) in Section 29, Township 100 N, Range 36 W of the 5th P.M.; lying East of the centerline of the public highway; Said part being in the Town of Orleans, Dickinson County, Iowa, more completely described as follows: Commencing at the North Quarter Corner (N 1/4 Cor.) of said Section 29; thence South 90°00'00" East 264.66 feet to the centerline of Iowa Highway #276; thence South 21°35'30" East along the centerline of said public highway for 1375.20 feet; thence North 85°54'02" East 564.86 feet to the Point of Beginning; thence South 80°42'28" East 204.72 feet; thence South 10°03'18" West 6.00 feet; thence South 74°50'49" East 141.27 feet to the high water line of Spirit Lake; thence South 26°30'03" West 12.06 feet along the Meander High Water Line; thence South 12°09'27" East 104.57 feet along the Meander High Water Line; thence South 29°54'03" West 90.91 feet along the Meander High Water Line; thence South 08°35'33" West 464.46 feet along the Meander High Water Line; thence South

09°54'57" East 145.00 feet; thence South  
80°05'03" West 120.00 feet; thence North  
09°54'57" West 164.56 feet; thence North  
08°35'33" East 129.80 feet; thence North  
27°24'26" West 34.03 feet; thence North  
81°24'27" West 95.00 feet; thence North  
08°35'33" East 340.09 feet; thence North  
24°34'02" West 230.04 feet; thence North  
59°56'20" East 20.02 feet to the Point of  
Beginning.

This Abstract consists of entries numbered 1 to 45, inclusive, and was last certified by the Brainard Abstract Company on October 14, 1976 at 2:25 p.m. and I find title vested in

SOUTH TEMPLAR PARK, INC.

subject to the following:


1. Entry No. 34 shows that the real estate is subject to zoning ordinances and regulations of the town of Orleans, Dickinson County, Iowa. The Abstract shows that the real estate described in the caption of this Abstract is included in "R-1, Lake Residential District." These ordinances and regulations are beneficial to the real estate but are restrictive in use. Therefore, we advise you that you acquaint yourself with the terms and conditions of the zoning ordinances and regulations.

2. This title is also subject to claims of any occupying tenants, legally established highways and to any claims of laborers or material men furnishing labor or material for improvement of these premises, for which a mechanic's lien can be filed; also subject to any public improvements such as drainage districts or hard surfaced roads, for which special assessments can be levied against the premises.

3. We wish to advise you that in examining any Abstract of Title, it is not possible for us to make any determination as to the location of the boundary lines, buildings, acreage or

dimensions of the property. In order to determine the exact location of the boundary lines, buildings, acreage or dimensions, it is necessary for you to secure a survey of the real estate by a competent surveyor. This opinion pertains only to the title to the real estate and not to its boundary lines, buildings, acreage or dimensions.

Yours very truly,

  
Harold W. White



Mr. H. White.  
FF

APPROVAL OF PLANNING COMMISSION

This is to certify that the Plat of South Templar Park Sub-Division has been presented to the Planning and Zoning Commission of the City of Orleans, Iowa, for approval. Said presentation being in conformity with Section 409.14 of the Code of Iowa. That the area contained in said plat is within the city limits of Orleans. That said plat has been filed with the Clerk of City of Orleans and considered by the Planning and Zoning Commission and has been by resolution of the Commission approved and accepted as follows:

"Be It Hereby Resolved by the Planning and Zoning Commission of Orleans, Iowa, on this 16 day of August, 1976, at a duly called meeting that the Plat of South Templar Park Sub-Division filed and submitted to the City Council and Planning and Zoning Commission of Orleans for approval be and the same is hereby approved. The Chairman and Secretary are hereby authorized to attach a certified copy of this resolution to said plat."

Dated this 16 day of August, 1976.

Elwood Lillbert  
Chairman

Owen H. Nielsen  
Secretary

I, Owen H. Nielsen, do hereby certify that the foregoing is a true and correct copy of the resolution and action taken by the Orleans Planning and Zoning Commission at a duly called meeting on the 16th day of August, 1976.

Owen H. Nielsen  
Secretary

APPROVAL OF CITY COUNCIL

This is to certify that the Plat of South Templar Park Sub-Division has been presented to the City Council of Orleans for approval. Said presentation being in conformity with Section 409.14 of the Code of Iowa. That the area contained in said plat is within the city limits of Orleans. That said plat has been filed with the Clerk and considered by the council of said city and has been by resolution of the council approved and accepted as follows:

"Be It Hereby Resolved by the Council of the City of Orleans, Iowa, on this 13<sup>th</sup> day of September, 1976, at a duly called meeting that the Plat of South Templar Park Sub-Division filed and submitted to the Council for approval be and the same is hereby approved. The Mayor and Clerk of the City of Orleans are hereby authorized to attach a certified copy of this resolution to said plat."

Dated this 13<sup>th</sup> day of September, 1976.

Robert V. Olson  
Mayor Robert V. Olson

I, Sharon Caskey, do hereby certify that the foregoing is a true and correct copy of the resolution and action taken by the City Council of Orleans, Iowa, at a duly called meeting on the 13<sup>th</sup> day of September, 1976.

Sharon Caskey  
City Clerk Sharon Caskey

: ss.  
DICKINSON COUNTY :

I, Viola Hagedorn, County Recorder of Dickinson County, Iowa, do hereby certify that the title to the following described premises, to-wit:

A part of Government Lots One (1) and Two (2) in Section Twenty-nine (29), in Township One Hundred (100) North, Range Thirty-six (36) West of the 5th P.M.; which is also described as Lots One (1) and Two (2) of Kingman's Plat of Government Lots One (1) and Two (2) in Section 29, Township 100 N, Range 36 W of the 5th P.M.; lying East of the centerline of the public highway; Said part being in the Town of Orleans, Dickinson County, Iowa, more completely described as follows: Commencing at the North Quarter Corner (N 1/4 Cor.) of said Section 29; thence South 90°00'00" East 264.66 feet to the centerline of Iowa Highway #276; thence South 21°35'30" East along the centerline of said public highway for 1375.20 feet; thence North 85°54'02" East 564.86 feet to the Point of Beginning; thence South 80°42'28" East 204.72 feet; thence South 10°03'18" West 6.00 feet; thence South 74°50'49" East 141.27 feet to the high water line of Spirit Lake; thence South 26°30'03" West 12.06 feet along the Meander High Water Line; thence South 12°09'27" East 104.57 feet along the Meander High Water Line; thence South 29°54'03" West 90.91 feet along the Meander High Water Line; thence South 08°35'33" West 464.46 feet along the Meander High Water Line; thence South 09°54'57" East 145.00 feet; thence South 80°05'03" West 120.00 feet; thence North 09°54'57" West 164.56 feet; thence North 08°35'33" East 129.80 feet; thence North 27°24'26" West 34.03 feet; thence North 81°24'27" West 95.00 feet; thence North 08°35'33" East 340.09 feet; thence North 24°34'02" West 230.04 feet; thence North 59°56'20" East 20.02 feet to the Point of Beginning.

the same having been laid out into lots and platted by South Templar Park, Inc., is clear of liens and encumbrances as shown by the Abstract of title with opinion thereon by an attorney at law, filed with the Plat of South Templar Park Sub-Division as shown by the records of my office as of this date.

Spirit Lake, Iowa, Oct. 14, 1976.

*Viola Hagedorn*  
\_\_\_\_\_  
Viola Hagedorn  
County Recorder


STATE OF IOWA :  
                  : ss.  
DICKINSON COUNTY :

I, Marie Barrett, County Treasurer of Dickinson County, Iowa, hereby certify that there are no unpaid taxes or tax liens of record in my office against the following described premises, to-wit:

A part of Government Lots One (1) and Two (2) in Section Twenty-nine (29), in Township One Hundred (100) North, Range Thirty-six (36) West of the 5th P.M.; which is also described as Lots One (1) and Two (2) of Kingman's Plat of Government Lots One (1) and Two (2) in Section 29, Township 100 N, Range 36 W of the 5th P.M.; lying East of the centerline of the public highway; Said part being in the Town of Orleans, Dickinson County, Iowa, more completely described as follows: Commencing at the North Quarter Corner (N 1/4 Cor.) of said Section 29; thence South 90°00'00" East 264.66 feet to the centerline of Iowa Highway #276; thence South 21°35'30" East along the centerline of said public highway for 1375.20 feet; thence North 85°54'02" East 564.86 feet to the Point of Beginning; thence South 80°42'28" East 204.72 feet; thence South 10°03'18" West 6.00 feet; thence South 74°50'49" East 141.27 feet to the high water line of Spirit Lake; thence South 26°30'03" West 12.06 feet along the Meander High Water Line; thence South 12°09'27" East 104.57 feet along the Meander High Water Line; thence South 29°54'03" West 90.91 feet along the Meander High Water Line; thence South 08°35'33" West 464.46 feet along the Meander High Water Line; thence South 09°54'57" East 145.00 feet; thence South 80°05'03" West 120.00 feet; thence North 09°54'57" West 164.56 feet; thence North 08°35'33" East 129.80 feet; thence North 27°24'26" West 34.03 feet; thence North 81°24'27" West 95.00 feet; thence North 08°35'33" East 340.09 feet; thence North 24°34'02" West 230.04 feet; thence North 59°56'20" East 20.02 feet to the Point of Beginning.

The same now being laid out in lots as Plat of the South Templar Park Sub-Division.

Spirit Lake, Iowa, October, 1976.

  
Marie Barrett

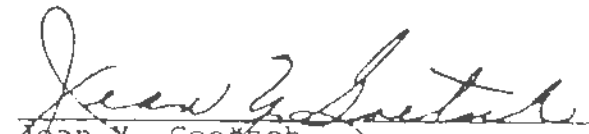
STATE OF IOWA :  
: f  
DICKINSON COUNTY :

I, Jean Y. Goetsch, Clerk of the District Court of Dickinson County, Iowa, hereby certify that there are no judgments, attachments, suits commenced, notices of lis pendens, mechanic's liens, or other liens filed of record in my office against the following premises, to-wit:

A part of Government Lots One (1) and Two (2) in Section Twenty-nine (29), in Township One Hundred (100) North, Range Thirty-six (36) West of the 5th P.M.; which is also described as Lots One (1) and Two (2) of Kingman's Plat of Government Lots One (1) and Two (2) in Section 29, Township 100 N, Range 36 W of the 5th P.M.; lying East of the centerline of the public highway; Said part being in the Town of Orleans, Dickinson County, Iowa, more completely described as follows: Commencing at the North Quarter Corner (N $\frac{1}{4}$  Cor.) of said Section 29; thence South 90°00'00" East 264.66 feet to the centerline of Iowa Highway #276; thence South 21°35'30" East along the centerline of said public highway for 1375.20 feet; thence North 85°54'02" East 564.86 feet to the Point of Beginning; thence South 80°42'28" East 204.72 feet; thence South 10°03'18" West 6.00 feet; thence South 74°50'49" East 141.27 feet to the high water line of Spirit Lake; thence South 26°30'03" West 12.06 feet along the Meander High Water Line; thence South 12°09'27" East 104.57 feet along the Meander High Water Line; thence South 29°54'03" West 90.91 feet along the Meander High Water Line; thence South 08°35'33" West 464.46 feet along the Meander High Water Line; thence South 09°54'57" East 145.00 feet; thence South 80°05'03" West 120.00 feet; thence North 09°54'57" West 164.56 feet; thence North 08°35'33" East 129.80 feet; thence North 27°24'26" West 34.03 feet; thence North 81°24'27" West 95.00 feet; thence North 08°35'33" East 340.09 feet; thence North 24°34'02" West 230.04 feet; thence North 59°56'20" East 20.02 feet to the Point of Beginning.

The above property now laid out as lots and platted by South Templar Park, Inc., and I further certify that I find no judgments or liens of any character against the present owner of record of said land.

Spirit Lake, Iowa, October 14, 1976.

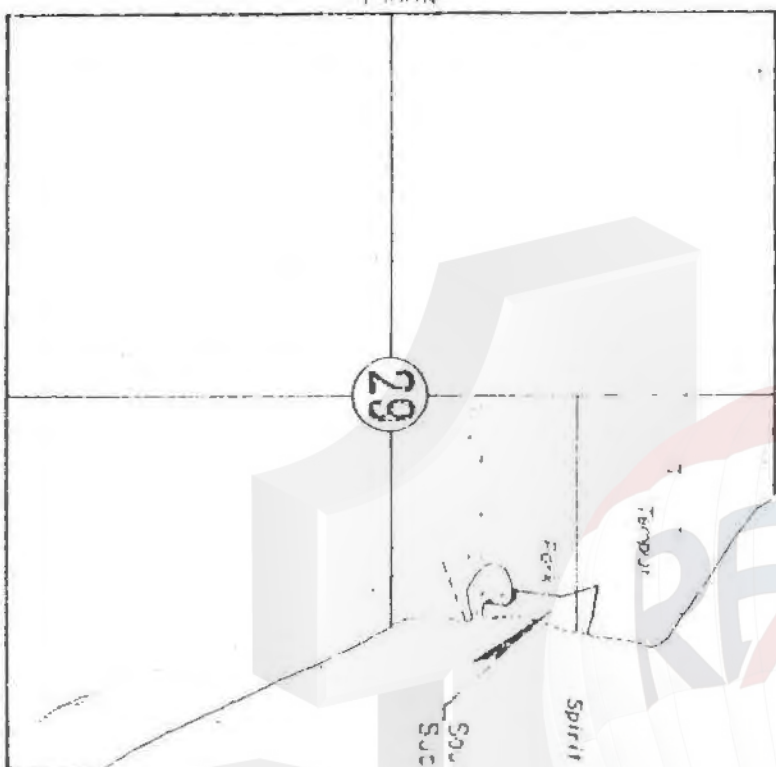
  
Jean Y. Goetsch  
Clerk of District Court

Scale 1" = 100'

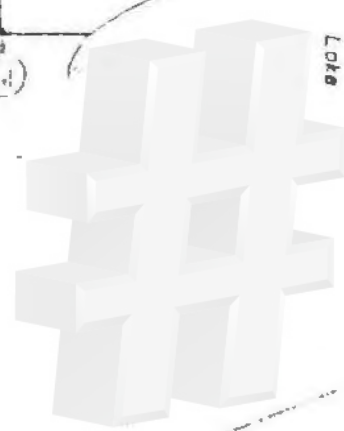
100'

● - Set 5/8" x 30" Rebar  
▲ / Survey Cap

LOCATION PLAT

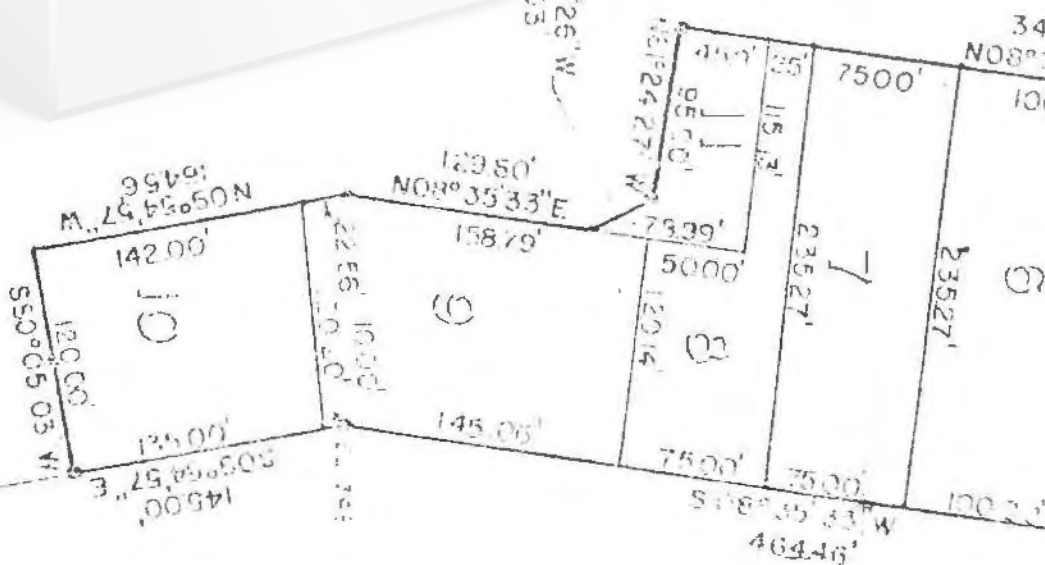


RE/MAX



Indicate Right of Wayline

N27°24'26"W  
34.03'



hereby certify that the survey, and plat  
was made by me or under my supervision  
and that on this day I was present at  
the time of the filing of this

be located,

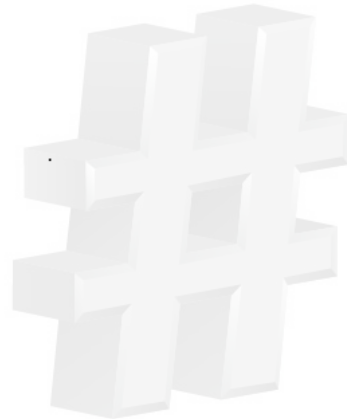
Notes: The Wander High Water Line of Spirit Lake as shown on the map is shown by Section 7 drawn from field notes of 1967 and 1981.

Notes: The North Line of Government Lot One (1) and Section 29, T100N R36W, is shown as assigned to one (one) East and West.

Dedication of Plat

The above described parcel is hereby divided into 11 divided lots numbered One (1) through Eleven (11). Lots numbered 1, 2, 3, 4, 5 and 10 have riparian boundary on Spirit Lake as their Easterly boundary; and lots numbered 2, 3, 4, and 11 have no riparian boundary. All lots have the dimensions shown on this Sub-division Plat.

L A K E

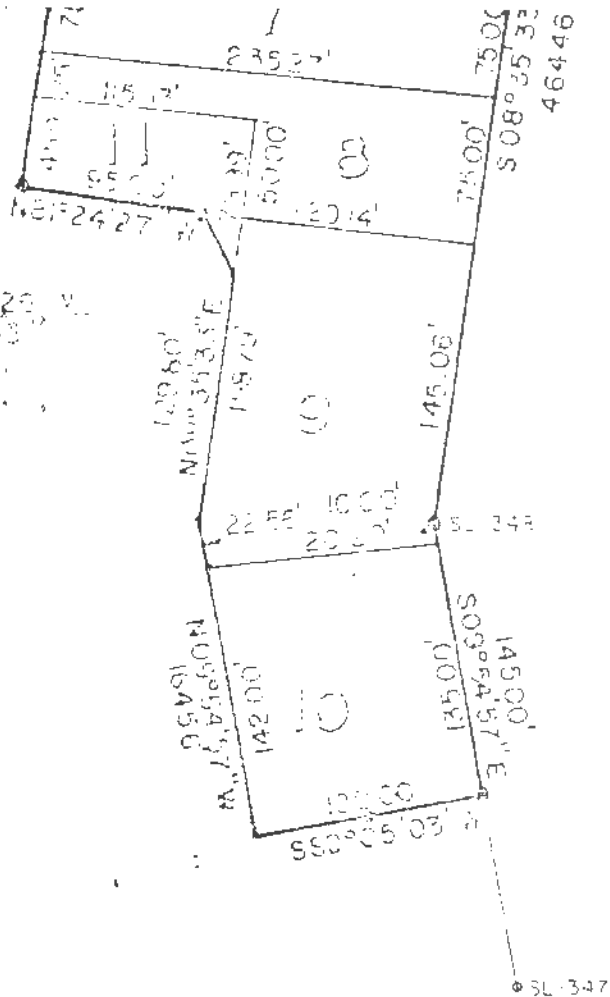


**South Templar Park Inc., Sub-Division**  
A PART OF GOVERNMENTAL LOTS ONE AND TWO  
OF SEC. 29 T100N R36W  
DICKINSON COUNTY, IOWA

Hereby certify that this survey, plat and description was made by me in conformity with personal supervision and that I am a duly Registered Professional Surveyor in the State of Iowa.

Signed: Edward C. Bigelow July 20, 1976  
Edward C. Bigelow, P.S.

July 1976  
BIGELOW, WALLER & ASSOCIATES P.C.  
IDA GROVE, IOWA 51445



# SUB-DIVISION

S9C°00'00" E  
264.66'

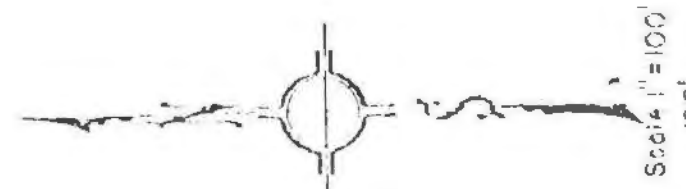
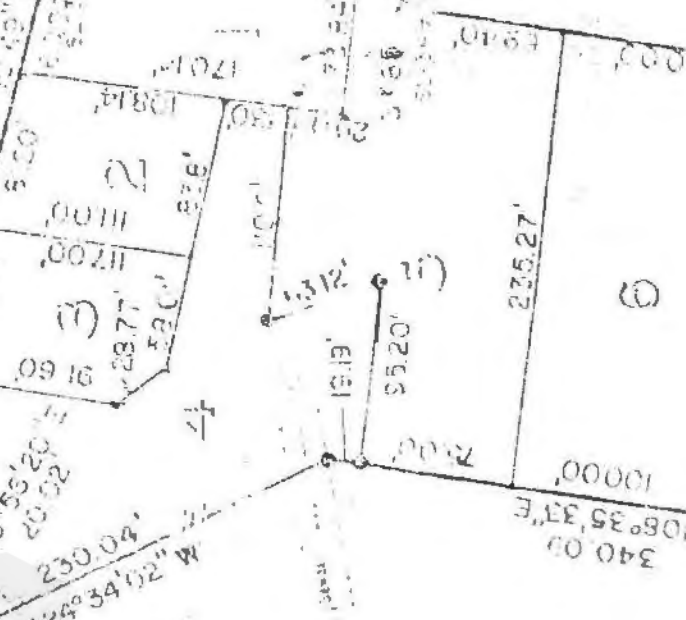
N 1/4 Cor. Sec. 29  
T-100N R-36W

1375.20'  
S 21°35'30" E

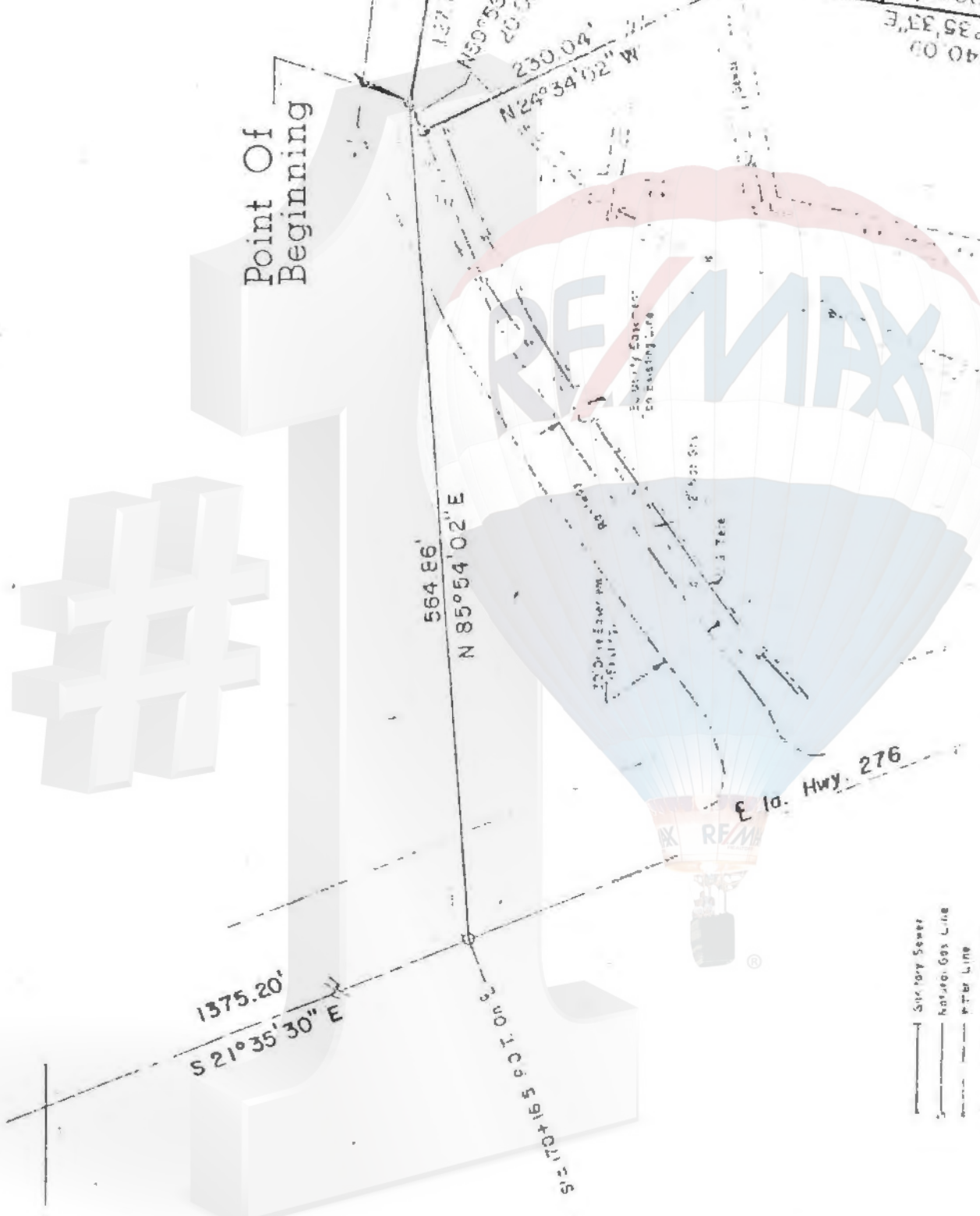
Point Of Beginning

564.86'  
N 85°54'02" E

S 10°19'56" E  
310.01'



- Sewer
- Gas Line
- Water Line
- U.S. Telephone Line



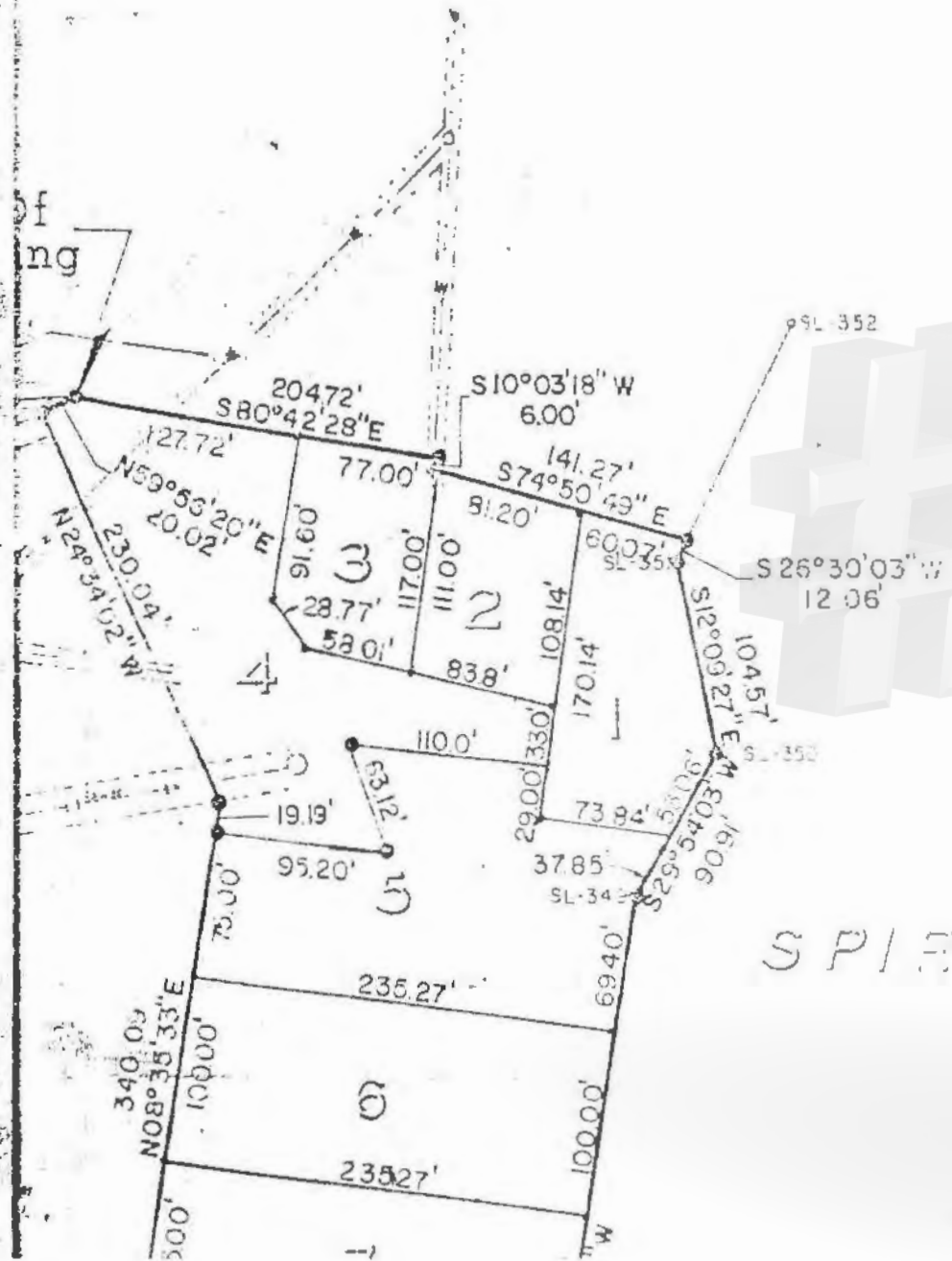
E 10. Hwy. 276

10' Easement on Existing Line

Scale 1" = 100'



# DIVISION



## TEMPLAR PARK SUB-DIVISION

... (1) and Two (2) in Section Twenty-nine (29),  
 ... North, Range Thirty-Six (36) West of the  
 ... described as Lots One (1) and Two (2) of Kingman's  
 ... (1) and Two (2) in Section 29, T100N, R36W  
 ... of the centerline of the public highway; Said  
 ... Plains, Dickinson County, Iowa, more completely

... Quarter Corner (N. Cor.) of Said Sec. 29;  
 ... 264.66 feet to the centerline of Iowa highway  
 ... East along the centerline of said public  
 ... hence North  $85^{\circ}54'02''$  East 564.26 feet to the  
 ... South  $80^{\circ}42'28''$  East 204.72 feet; thence South  
 ... thence South  $74^{\circ}50'49''$  East 141.27 feet to the  
 ... lake; thence South  $26^{\circ}30'03''$  West 12.06 feet  
 ... r Line; thence South  $12^{\circ}09'27''$  East 104.57  
 ... Water Line; thence South  $29^{\circ}54'03''$  West 90.91  
 ... Water Line; thence South  $08^{\circ}35'33''$  West  
 ... er High Water Line; thence South  $09^{\circ}54'57''$   
 ... th  $80^{\circ}05'03''$  West 120.00 feet; thence North  
 ... thence North  $08^{\circ}35'33''$  East 129.80 feet;  
 ... 34.03 feet; thence North  $81^{\circ}24'27''$  West  
 ... 35'33" East 340.09 feet; thence North  $34^{\circ}34'02''$   
 ... th  $59^{\circ}56'20''$  East 2002 feet to the Point of

RESTRICTIVE COVENANTS, CONDITIONS AND  
LIMITATIONS RELATING TO AND BEING A  
PART OF THE LAND ACQUIRED BY SOUTH  
TEMPLAR PARK, INC. FROM THE GRAND  
COMMANDERY OF KNIGHTS TEMPLAR OF THE  
STATE OF IOWA, CONTAINED IN THE PLAT  
OF THE SOUTH TEMPLAR PARK SUBDIVISION

1. SINGLE RESIDENCE EXCLUSIVELY. No building shall be erected or constructed on any lot in this plat other than one single family dwelling house (with the usual outbuildings for use in connection therewith) for the use of one family only, and no lot shall be used except for private residential purposes exclusively for one family only. No outbuilding shall be allowed that is susceptible of being occupied for residential purposes and no outbuilding shall be used except in connection with the main house.

2. IMPROVEMENTS TO EXISTING STRUCTURES. No changes or additions to the exterior of any existing structure can be made without the prior approval of the Board of Directors of South Templar Park, Inc. In addition, any such changes or additions to the exterior of the structure must comply with the Zoning Ordinances of the City of Orleans, Dickinson County, Iowa.

3. INVALIDATION. Invalidation for any reason of any provision in the covenants, conditions and limitations shall not affect the remaining portions which shall continue in full force and effect.

4. NUISANCES. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl shall be kept on any lot. No one is to maintain any pets that are a proven nuisance to neighbors.

5. SIGNS. No sign of any character shall be displayed except that the owner may display on his premises his name and address and a "For Sale" or "For Rent" sign, referring only to the premises on which displayed.

6. CARE OF LOTS. No weeds, underbrush or other unsightly

growth shall be permitted to grow or remain upon the premises hereby conveyed, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that the owner shall fail or refuse to keep the demised premises free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the corporation or its agent may enter upon said lands and remove the same at the expense of the owners, and such entry shall not be deemed a trespass.

7. TRAILERS AND TEMPORARY BUILDINGS. No structure of a temporary character, trailer, basement, mobile home, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

8. SOUTH TEMPLAR PARK, INC. Each owner and/or contract owner of a portion of lakeshore land which was purchased by South Templar Park, Inc. from the Grand Commandery of Knights Templar of the State of Iowa, shall be a stockholder in South Templar Park, Inc. and by acceptance of any deed or transfer for any of said land, agrees to abide by the rules, regulations, bylaws and objects of said corporation as they may be adopted or amended from time to time. Voting rights shall be as set forth in the Articles of Incorporation and the stockholder or stockholders entitled to vote shall be those disclosed on the books of the corporation as maintained by the Secretary. The Bylaws may also have provisions relating to voting.

9. REMEDIES FOR VIOLATIONS. For a violation or breach of any of these restrictions by any person claiming by, through or under South Templar Park, Inc. or succeeding owners to land which has been conveyed by said corporation, then said corporation shall have the right to proceed in law or in equity for damages or to compel a compliance with the terms hereof or to prevent the

violation or breach of any of them. In addition to the foregoing rights, the designated agent or agents or any officer of South Templar Park, Inc. shall have the right whenever there shall have been built on land originally acquired by the corporation from the Commandery any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the violating owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to promptly enforce any of these conditions, restrictions and covenants in a court of competent jurisdiction shall not affect any other restrictions, but they shall remain in full force and effect.

10. MAINTENANCE ASSESSMENTS. In order to maintain a high standard of care for the property being purchased by South Templar Park, Inc. from the Grand Commandery of Knights Templar of the State of Iowa, such land by whomever owned may be subjected to an annual assessment commencing when deemed proper by the Board of Directors of South Templar Park, Inc., and shall be a continued practice thereafter on an annual basis except as may be amended by the Board of said corporation. The assessment shall be a lien upon the land of each stockholder of South Templar Park, Inc. until paid. The assessment shall be payable on or before May 1 of each year. Such annual assessment may be adjusted year to year by the Board of Directors as the needs of the property may require in the judgment of the Board. Such assessment fund may be used for any or all of the following purposes but not necessarily limited to the same; such as lighting, recreation facility construction, for the improvement and maintenance or construction of roadways owned by the corporation; to employ labor or professional assistance deemed desirable in the sole discretion of the Board for purposes deemed necessary by the Board for the proper maintenance,

reservation and protection of land originally purchased by the corporation from the Commandery and for any land owned by stockholders of the corporation. Such assessments may likewise be used for collection and disposal of garbage, ashes, sewage, rubbish and the like. The judgment of the Board of Directors or its officers shall be final with reference to the expenditure of assessment funds. The assessments may be terminated and extinguished at any time by a resolution duly adopted at the annual meeting of the stockholders but such action shall not affect any previous assessment. Any assessment for record lien purposes shall be deemed to have been paid unless an affidavit of an officer of the corporation is filed in the office of the Dickinson County Recorder showing the amount and that an assessment is unpaid whereupon the same shall be notice of said lien against the property of the owner who is thus delinquent.

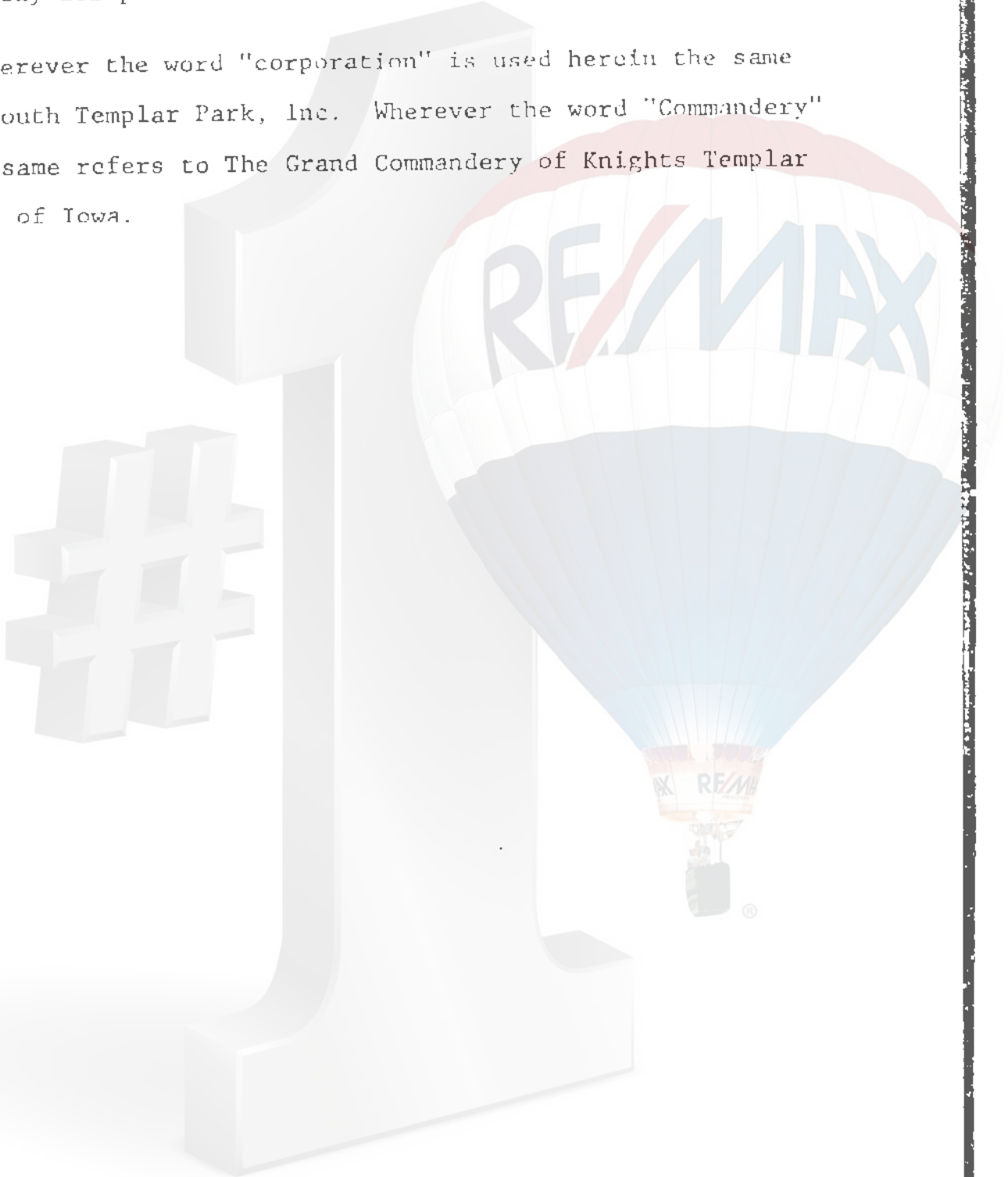
11. DURATION OF RESTRICTIONS. The foregoing covenants, restrictions and conditions shall run with land at any time sold by the South Templar Park, Inc. and, except as may be altered or amended shall remain in full force and effect until the 1st day of January, 1986, at which time they shall be extended automatically for successive periods of ten years each, unless, by vote of the owners of a majority of shares of stock in South Templar Park, Inc. it is agreed to change them in whole or in part. At any time the foregoing covenants, burdens and servitudes may be amended by a written instrument signed by the owners of two-thirds (2/3) of outstanding shares of stock in South Templar Park, Inc. and filed of record in the office of Dickinson County Recorder.


12. MOST STRICT RESTRICTION APPLICABLE. Whenever any zoning ordinance requires more strict conditions or restrictions than herein specified, then such zoning ordinance shall prevail; if the conditions and restrictions contained herein are more strict in

requirement than the applicable zoning ordinance, then these conditions, restrictions and covenants shall prevail.

13. That said real estate shall not be used for any commercial enterprises or occupations of any kind or character whether involving the sale of goods or services. That said lots shall be used solely and exclusively for private residential purposes.

14. Wherever the word "corporation" is used herein the same relates to South Templar Park, Inc. Wherever the word "Commandery" is used the same refers to The Grand Commandery of Knights Templar of the State of Iowa.





ATTACHMENT "A"

✓ All of Lot 1 of South Templar Park Subdivision, City of Orleans, Dickinson County, Iowa; AND All of Lot 4 of South Templar Park Subdivision, City of Orleans, Dickinson County, Iowa, except that part described as follows:-- Commencing at the northeast corner of said Lot 4, also being the northwest corner of Lot 3 of said South Templar Park Subdivision, said point being the point of beginning; thence South 10°05'04" West 91.57 feet along the easterly line of said Lot 4; thence South 31°16'20" East 28.77 feet along the easterly line of said Lot 4; thence North 77°10'00" West 13.27 feet; thence North 24°55'00" West 136.25 feet; thence South 80°42'28" East 72.40 feet along the north line of said Lot 4 to the point of beginning; said parcel containing approximately 3,946 square feet, subject to easements of record. The North line of said Lot 4 is assumed to bear South 80°42'28" East.

-3-

is the seal of the) corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that HAROLD E TUTTLE and MARY ELLEN SANDLE as such officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Peter B. Narey  
NOTARY PUBLIC, STATE OF IOWA

