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RECORDED
JAN SOETSCHHELL
RECORDER
DICKINSON COUNTY, IOWA
FEE \$ 51.00
(712) 336-1292

Prepared by: Gregg L. Owens, 708 Lake Street, Spirit Lake,

PROPRIETOR'S CERTIFICATE
PLAT OF MANDYVILLE ESTATES ADDITION

KNOW ALL MEN BY THESE PRESENTS:

That **RGH, Ventures, L.C.**, have caused the following described property:

Parcel E being part of the North Half of the Southeast Quarter of the Southwest Quarter of Section 27, Township 100 North, Range 36, West of the 5th P.M., and part of Lot "C" of the Subdivision of Lot 60 of Uptagraff's Addition to Minnewaukon Beach, City of Orleans, Dickinson County, Iowa, as the same appears in a Plat of Survey by James R. Blum, Jacobson-Westergard & Assoc., Inc., dated June 21, 2001, filed June 26, 2001, in Survey Rec. 8, Page 199, in the Office of the Recorder of Dickinson County, Iowa;

being that tract of land shown in the Plat known as Mandyville Estates Addition, 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, L.S., 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 proprietors, **RGH Ventures, L.C.**

IN WITNESS WHEREOF, **RGH Ventures, L.C.**, the owner and proprietor of the land described in the attached plat do hereby execute this Proprietor's Certificate.

RGH Ventures, L.C.

By: Ronald G. Harris
Ronald G. Harris, Manager

STATE OF IOWA, COUNTY OF DICKINSON, ss:

On this 29th day of October, 2001, before me, a Notary Public in and for said county, personally appeared **Ronald G. Harris**, to me personally known, who being by me duly sworn did say that he is the Manager of said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said **Ronald G. Harris** acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

NOTARIAL SEAL
SONYA J. RICHARDSON
Commission Number 709730
MY COMMISSION EXPIRES
MAY 8, 2004

[Signature]
Notary Public, State of Iowa.

USE RESTRICTION AGREEMENT

THIS instrument effective the 18th day of October, 2001, is made, executed and entered into by RGH Ventures, L.C. (hereinafter referred to as "Developer"), in favor of MANDYVILLE ESTATES ADDITION, Orleans, Dickinson County, Iowa (hereinafter referred to as "Subdivision"), and each and every lot and tract contained in said Subdivision, and the same shall be binding upon and a charge against each and every said lot and tract in said Subdivision, and to the Subdivision as a whole and all common areas contained therein; WITNESSETH:

RECITALS

- A. Developer has platted Mandyville Estates Addition, Orleans, Dickinson County, Iowa;
- B. Developer has agreed to place certain restrictions and covenants on said subdivision as set out below;
- C. Developer is willing to impose these restrictions and covenants on the use of the above named subdivision as delineated in this instrument.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DEVELOPER AGREES AS FOLLOWS:

1. Recitals. The Recitals set forth above are incorporated by this reference.
2. Restrictions and Covenants and Term. The restrictions and covenants, set forth below, shall remain in full force and effect until January 1, 2030, at which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of said lots in Mandyville Estates Addition, Orleans, Dickinson County, Iowa, it is agreed to change the restrictions in whole or in part. Said restrictions and covenants are as follows:
 - a. No unlicensed vehicles, or unregistered vehicles, shall be stored on any lot or portion of the Subdivision for more than ten (10) days.
 - b. All outdoor storage of inventory, construction materials, parts, and similar items, other than licensed vehicles, boats, and construction equipment, shall be properly screened from view.
 - c. These restrictions and covenants may be enforced by the Developer and/or the City of Orleans, Dickinson County, Iowa, or its designee, by securing an order for the correction of any violation in the Iowa

District Court for Dickinson County and the parties seeking such enforcement shall further be entitled to receive from each violating party expenses, court costs and attorney fees incurred in successfully obtaining any such enforcement order.

- d. The owner(s) of each lot included in the Subdivision shall provide on the lot or on adjoining lot all parking and loading facilities required for incoming and outgoing freight, express pick-ups and deliveries, its employees and its customers.

IN WITNESS WHEREOF, the undersigned has caused this Use Restriction Agreement to be executed on the 18th day of October, 2001.

RGH VENTURES, L.C.

By: *Ronald G. Harris - President*
 Ronald G. Harris, President

STATE OF IOWA)
) ss:
 COUNTY OF Dickinson)

On this 18th day of October, 2001, before me, the undersigned, a Notary Public in and for the said State, personally appeared Ronald G. Harris, to me personally known, who being by me duly sworn, did say that he is the President, respectively, of the corporation executing the within and foregoing instrument, that (no seal has been procured by the) (the seal affixed hereto 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 Ronald G. Harris 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.

Robert J. Hinn

 Notary Public in and for said State

