



Document 2022 1277

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Rec Amt \$387.00 Aud Amt \$5.00

INDX
ANNO
SCAN

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

Type of Document

PREPARER INFORMATION: Zoning Office for Scenic Ridge Subdivision.
Contact person-
Brett Osborn, Attorney 515-223-6000 & Matt Cole, Realter 515-669-2004

TAXPAYER INFORMATION:

(Owner)

Santana, Frank Thomas
1101 Hwy 169
Winterset, IA 50273

(Purchaser)

McCartney Trim Corporation
22351 360th St.
DeSoto Iowa 50069
Mark McCartney, President

RETURN DOCUMENT TO:

(Owner)

Santana, Frank Thomas
1101 Hwy 169
Winterset, IA 50273

(Purchaser)

McCartney Trim Corporation
22351 360th St.
DeSoto Iowa 50069
Mark McCartney, President

LEGAL DESCRIPTION:

The Northeast Quarter (1/4) of Section Twelve (12), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except that part thereof deeded for highway purposes,

Document or instrument of associated documents previously recorded:

**PLAT AND CERTIFICATE
FOR SCENIC RIDGE,
MADISON COUNTY, IOWA**

I, C.J. Nicholl, Zoning Administrator of Madison County, Iowa, do hereby certify that the plat to which this certificate is attached is a plat of a subdivision known and designated as Scenic Ridge, and that the real estate comprising said plat is described as follows:

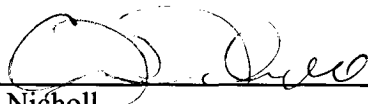
**THE NORTHEAST QUARTER (1/4) OF SECTION TWELVE (12) IN TOWNSHIP
SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH
P.M., MADISON COUNTY, IOWA, EXCEPT THAT PART THEREOF DEEDED FOR
HIGHWAY PURPOSES.**

Said tract of land being subject to and together with any and all easements and restrictions of record.

I do further certify that attached hereto are true and correct copies of the following documents which have been submitted in connection with said plat:

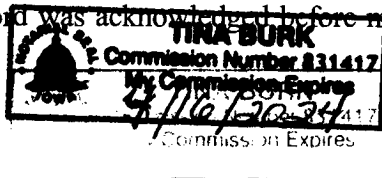
1. Dedication of Plat;
2. Attorney's Opinion;
3. Consents to Platting of Lender;
4. Certificate from County Treasurer;
5. Consent of County Auditor to subdivision name;

6. Agreement with County Engineer;
7. Madison County Soil and Water Conservation District Land Disturbing Activity Affidavit;
8. Ground Water Statement;
9. Resolution of the Board of Supervisors of Madison County, Iowa, approving said plat; all of which are duly certified in accordance with the Madison County Zoning Ordinance.


C.J. Nicholl

STATE OF IOWA, COUNTY OF MADISON

This record was acknowledged before me on this
by C.J. Nicholl.



2nd day of May, 2022

Notary Public in and for the State of Iowa

Preparer; When recorded, Return to: Brett T. Osborn, 974 - 73rd Street, Suite 16, West Des Moines, IA 50265 (515) 223-6000

CONSENT AND DEDICATION OF PURCHASERS

KNOW ALL MEN BY THESE PRESENTS:

McCartney Trim Corporation, being the purchaser pursuant to a Farm And Land - Offer for Real Estate agreement dated June 29, 2021 for the following described real estate, to-wit:

THE NORTHEAST QUARTER (1/4) OF SECTION TWELVE (12) IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, EXCEPT THAT PART THEREOF DEEDED FOR HIGHWAY PURPOSES;

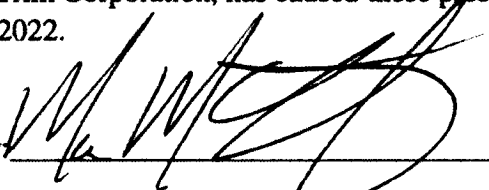
have caused a survey and subdivision of said real estate to be made, the lots to be marked, named and numbered as shown by a final plat subdivision, the same to be recorded and hereafter designated and known as:

Scenic Ridge, an Official Plat, Madison County, Iowa.

The owner hereby acknowledges the plat of said real estate is prepared with his free consent and in accordance with his desires.

IN WITNESS WHEREOF, McCartney Trim Corporation, has caused these presents to be executed this 24th day of March, 2022.

By



Marc McCartney, President

COUNTY OF Dallas)

Subscribed and sworn to before me this 24 day of March, 2022.



NOTARY PUBLIC - STATE OF IOWA

SAMUEL R. McCARTNEY
Commission Number 834913
My Commission Expires
10/06/2024

Preparer; When recorded, Return to: Brett T. Osborn, 974 - 73rd Street, Suite 16, West Des Moines, IA 50265 (515) 223-6000

CONSENT TO PLAT

STATE OF IOWA)
)ss
COUNTY OF MADISON)

KNOW ALL MEN BY THESE PRESENTS:

That Farmers and Merchants State Bank, the holder of a Real Estate Mortgage dated November 18, 2014, recorded in the Office of the Recorder of Madison County, Iowa, on November 18, 2014 in Book 2014, Page 2924, on the following described real estate, to-wit:

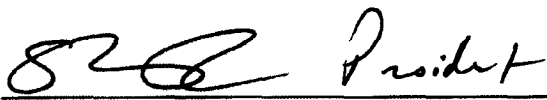
The Northeast Quarter (1/4) of Section Twelve (12), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except that part thereof deeded for highway purposes;

does hereby authorize Frank Thomas Santana, the owner of said real estate, to plat said real estate to be known as:

Scenic Ridge, an Official Plat, Madison County, Iowa.

IN WITNESS WHEREOF, the said Mortgagee, Farmers and Merchants State Bank, has caused these presents to be executed this 1st day of November, 2021.

Farmers and Merchants State Bank

By:  President

STATE OF IOWA)
)ss
COUNTY OF Madison)

On this 1st day of November, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Shane Pashek, to me personally known, who being by me duly sworn, did say that he/she is the President of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Shane Pashek as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.



Staci Shortt
NOTARY PUBLIC - STATE OF IOWA

Preparer; When recorded, Return to: Brett T. Osborn, 974 - 73rd Street, Suite 16, West Des Moines, IA 50265 (515) 223-6000

CONSENT TO PLAT

STATE OF IOWA)
)ss
COUNTY OF MADISON)

KNOW ALL MEN BY THESE PRESENTS:

That Farmers and Merchants State Bank, the holder of a Real Estate Mortgage dated November 18, 2014, recorded in the Office of the Recorder of Madison County, Iowa, on November 18, 2014 in Book 2014, Page 2924, on the following described real estate, to-wit:

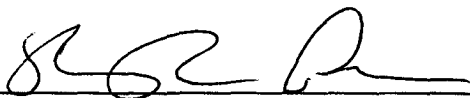
THE NORTHEAST QUARTER (1/4) OF SECTION TWELVE (12) IN TOWNSHIP
SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M.,
MADISON COUNTY, IOWA, EXCEPT THAT PART THEREOF DEEDED FOR HIGHWAY
PURPOSES;

does hereby authorize Frank Thomas Santana, the owner of said real estate, to plat said real estate to be known as:

Scenic Ridge, an Official Plat, Madison County, Iowa.

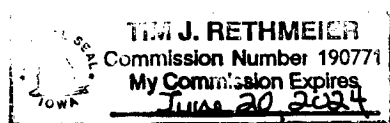
IN WITNESS WHEREOF, the said Mortgagee, Farmers and Merchants State Bank, has caused these presents to be executed this 26th day of April, 2022.

Farmers and Merchants State Bank

By: 

STATE OF IOWA)
)ss
COUNTY OF MADISON)

On this 26th day of April, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Shane K. Pashek, to me personally known, who being by me duly sworn, did say that he/she is the President of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Shane K Pashek as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.





NOTARY PUBLIC - STATE OF IOWA

ABBOTT OSBORN JACOBS PLC
ATTORNEYS AT LAW

Partners

KEVIN V. ABBOTT †
BRETT T. OSBORN †★
TIMOTHY J. JACOBS †*
KATIE J. HARTUNG †*

974 - 73rd Street Ste. 16
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Phone: (515) 223-6000
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★ Licensed in Texas
† Licensed in Iowa
‡ Licensed in Missouri
* Licensed in Nebraska

PATRICK S. BUTLER ‡
EMILY X. DOUGLAS †
JOSEPH PETRILLO †

www.midwestlawgroup.com
Email: bosborn@midwestlawgroup.com

March 30th, 2022

Charter Bank
Greg Grote
455 6th Street
Waukee, Iowa 50263

Property Address: Vacant land, Madison County, Iowa

Dear Mr. Grote:

The undersigned hereby certifies that I have examined title to the property described as:

The Northeast Quarter (1/4) of Section Twelve (12), in Township
Seventy-seven (77) North, Range Twenty-eight (28) West of the
5th P.M., Madison County, Iowa, except that part thereof deeded
for highway purposes,

as disclosed by a continuation of abstracts, from the original entry, last certified by Madison
County Abstract Co., extending to March 23rd, 2022 at 8:00 a.m.

TITLE

I find marketable title of record in fee simple and free from material objections, except
as are hereinafter mentioned, to be in:

FRANK THOMAS SANTANA,

Grantee named under Warranty Deed dated January 22, 2010 and filed January 22, 2010 in
Book 2010, Page 149 of the Madison County Recorder's Office as shown at Entry No. 21 to
Abstract No. 127728014.

EXCEPTIONS

1. The Warranty Deed referenced above contains information regarding the
construction of a lawful fence on the East half of the South boundary of the real estate. That
Deed also requires the Grantor to install a lawful fence as defined by the Code of Iowa on the
West ½ of the boundary line. Thereafter the responsibility of the maintenance and repair of the
fence is as set forth in the Deed in part as follows: the East half of the fence be maintained by the

Grantors and the West half of the fence will be maintained by the Grantee. The fence agreement remains in force and effect. There are other provisions in the Deed which require the removal of certain steel tubs/containers in a ditch, all farm machinery, unattached fencing materials and/or other matters. Additionally there was a requirement that certain unused transmission poles be left on the real estate. Further the Grantee was granted an easement for the use of an existing gravity flow water pipeline running from a pond located on the Grantee's property through the dam for that pond to furnish water to the real estate. Grantors reserved no responsibility for the maintenance of the pipeline. If the pipeline becomes unoperational the Grantee may not replace and repair the pipeline. Thereafter the easement terminates. If the waterline becomes unoperational the Grantee obtained an easement for access to the waterline located on the Grantors adjacent real estate to provide water to the real estate of the Grantee. Grantee is responsible for the installation, repair and maintenance of any equipment necessary to install by the Grantee in order to provide water to his real estate. There are maintenance obligations set forth in the Deed. Grantor is also reserved an easement in favor of the Grantors, their heirs, successors and assigns to the portion of the dam which is located on the real estate being purchased by the Grantee for the purpose of repair, maintenance and upkeep of the dam. There are other matters that may be contained within the Deed which grant rights and/or duties or obligations which affect the use and enjoyment of the property which you should take notice of and become aware of prior to closing. A copy of the Warranty Deed, as set forth in the abstract, has been attached hereto for your convenience.

2. Entry No. 30 to Abstract No. 12772813 shows a Soil Erosion Control Maintenance Agreement filed September 23, 2010 in Book 2010, Page 2297 of the Madison County Recorder's Office. This Agreement has a number 21368 in the amount of \$4,550.65. This is for the financing of soil and water conservation practice on the East half of the Northeast Quarter of the Northwest Quarter of the Northeast Quarter of Section 12. The obligations were for 20 years and remain in force and effect. There are numerous provisions contained within the Agreement that you should take notice of and be aware of which can create contingent future liabilities. A copy of the Agreement, as abstracted, is attached hereto for your convenience.

3. Entry No. 31 to the Abstract shows a Federal Tax Lien filed April 9, 2012 in Book 2012, Page 1020 of the Madison County Recorder's Office. The Federal Tax Lien is in the amount of \$112,614.36. The abstract indicates that the last day for refiling the lien was July 20, 2021. I require positive confirmation that no refiling of the lien was made by the Internal Revenue Service or its designees and that the lien has expired by operation of time or would no longer be a lien against the real estate under examination. There is an affidavit within the abstract pertaining to the federal tax lien however this examiner finds it to be self-serving and disregards it.

4. Entry No. 32 to the Abstract shows a Judgment in favor of Capital One Bank (USA), N.A., against Frank Santana entered September 18, 2013 as Madison County Small Claims Case No. SCSC015230. The judgment is in the amount of \$4,898.54 plus interest at 2.13% per annum from September 18, 2013 plus costs of the action. The judgment remains in force and effect and I require it be satisfied of record prior to closing. There is an Affidavit within the abstract pertaining to this judgment however this examiner finds it to be self-serving and disregards it. I require adequate showings that the judgment has been satisfied or that the Frank Santana for which the judgment was entered against is not one in the same Frank Santana who appears within the chain of title to the real estate under examination

5. Entry No. 38 to the Abstract shows a Real Estate Mortgage instrument dated November 18, 2014 executed by Frank Thomas Santana, a single person, by Frank Santana, attorney-in-fact, to Farmers and Merchants State Bank for \$220,000.00 and filed November 18, 2014 in Book 2014, Page 2924 of the Madison County Recorder's Office. The Mortgage indicates that it was a Purchase Money Mortgage which does not appear to be factual. The Mortgage remains a lien against the parcel under examination. I require a Release of Mortgage referencing the specific property under examination executed by duly authorized representatives of Farmers and Merchants State Bank.

6. Entry No. 47 and 53 to the Abstract shows a Dissolution of Marriage action No. CDDM006492 filed in Madison County District Court by Frank Santana against Debra Santana. The Decree is set forth in the abstract. The abstract indicates that the Decree entered judgment in several respects against Frank Santana for attorneys fees and costs in connection with a contempt action including 50% of the net social security payments per month from July 30, 2019, \$170,000.00 for property equalization, and \$1,500.00 for attorneys fees, all of which remain unsatisfied. The abstract further reflects the following judgements and that cost are unpaid. 1. Judgement entered January 27th, 2021 against Frank Santana and Debra Santana for Attorney Fees. 2. Judgement entered January 15th, 2021 against Frank Santana for Respondent's Attorney Fees. 3. Judgement entered January 15th, 2021 against Frank Santana for cost (Contempt Action). 4. Judgement entered July 30th, 2019 against Frank Santana for 50% of net social security payment per month. 5. Judgement entered July 30th, 2019 against Frank Santana for \$170,000.00 property equalization plus interest. 6. Judgement entered July 30th, 2019 against Debra Santana for half court cost. 7. Judgement entered July 29th, 2019 against Frank Santana for \$1,500.00 Respondent's Attorney fees. I require all of the judgments in the action be satisfied of record and all costs paid prior to closing.

7. Entry No. 48 and 54 to the Abstract shows a Petition in Equity No. EQCV035046 filed in Madison County District Court by Frank T. Santana, Sr. against Frank T. Santana, Jr. and Debra Santana. In said action there was a notice of attorney lien filed by the attorneys for Frank T. Santana, Jr. and Debra Santana in the amount of \$41,055.30. That attorney lien remains unsatisfied. I require the lien be satisfied of record or released of record prior to closing. Moreover in Madison County District Court Case No. EQCV035046 judgment was entered against all parties jointly for costs. I require those costs be paid prior to closing.

8. Entry No. 2 to Abstract No. 41848 shows an Easement filed March 18, 1944 in Deed Record 80, Page 253 of the Madison County Recorder's Office. This easement remains in force and effect and is for road purposes.

9. Entry No. 13 to Abstract No. 127728012 shows a Right of Way Easement filed January 23, 1987 in Book 119, Page 776 of the Madison County Recorder's Office. This easement is in favor of AT&T Communications of the Midwest and its associated and allied companies and the respective successors and assigns, lessees and agents for right of way to construct, operate, maintain, replace and remove communication systems from time to time and as otherwise described and set forth in the agreement for which you should take notice of prior to closing.

10. Entry No. 14 to the Abstract shows a Right of Way Easement filed October 29, 1990 in Book 127, Page 376 of the Madison County Recorder's Office. This easement is in favor of Northwestern Bell Telephone Company, its associated and allied company's, its

respective successors, assigns, lessees and agents for perpetual right of way and easement to construct, operate, maintain, replace and remove communication systems and its appurtenances as described and set forth herein and remains in force and effect and should be taken notice of prior to closing.

11. Entry No. 15 to the Abstract shows a Fence Agreement filed March 27, 1997 in Book 2, Page 162 of the Madison County Recorders Office. The fence agreement remains in force and effect and should be taken notice of prior to closing. The fence agreement is an important instrument that can create contingent future liabilities and requires routine maintenance as described therein. A copy of the fence agreement has been attached hereto for your convenience.

12. Entry No. 16 to the Abstract shows an Easement in favor of Warren Water, Inc. filed August 9, 2000 in Book 140, Page 863 of the Madison County Recorder's Office. The easement is for water pipeline and its appurtenances and is 32-feet in width centered on the pipeline and/or its appurtenances and remains in force and effect and should be taken notice of prior to closing.

13. Entry No. 17 to the Abstract shows a Notice to Landowners filed April 21, 1981 in Book 33, Page 488 of the Madison County Recorder's Office. This Notice indicates the property may be subject to a cost sharing soil conservation practice pursuant to Iowa Code §467A.7(16) of the Code of Iowa. This Notice was amended and substituted on August 12, 1981 filed August 14, 1981 in Book 33, Page 665 of the Madison County Recorder's Office. There was a further amendment on August 4, 1992 filed August 5, 1992 in Book 41, Page 68 of the Madison County Recorder's Office. You should take notice of this matter prior to closing as it can create contingent future liabilities. You should consult the local soil conservation district office prior to closing to determine the nature and effect against the parcel under examination prior to closing.

14. Entry No. 18 to the Abstract shows a Land Disturbing Activities Regulation Resolution filed August 23, 2004 in Book 2004, Page 3908 of the Madison County Recorder's Office. This regulation only applies to land disturbing activities where the land to be disturbed is in excess of 25,000 square feet.

When a land disturbing activity in excess of 25,000 square feet is to occur as part of a project for which a permit is required by a political subdivision, the required permit for the project causing the land disturbing activity shall not be issued unless there is on file with the issuing authority a soil erosion control plan which covers the proposed project and is approved by the soil conservation district commissioners. The Resolution defines "land disturbing activity" as a land change such as tilling, clearing, grading, or excavating, transporting or filling of land which may result in soil erosion from water or wind, the movement of sediment and sediment related pollutants into the waters of the state or onto the lands in the state. You can become acquainted with the limitations that this resolution may place on contemplated uses for the above described property by contacting Madison County Soil Conservation District.

15. Entry No. 56 to the Abstract shows real estate taxes for the property under examination as follows:

2020/2021 fiscal year taxes:

First installment: \$368.00 - Paid
Second installment: \$368.00 - Paid
District # / Parcel #190031222000000 (NE NE)

First installment: \$443.00 - Paid
Second installment: \$443.00 - Paid
District # / Parcel #190031224000000 (NW NE)

First installment: \$615.00 - Paid
Second installment: \$615.00 - Paid
District # / Parcel #190031226000000 (SW NE)

First installment: \$399.00 - Paid
Second installment: \$399.00 - Paid
District # / Parcel #190031228000000 (SE NE)

You should make reasonable inquiry and investigation into the tax liability of the parcel under examination prior to closing.

16. The abstract indicates that appropriate lien searches have been conducted against Frank Thomas Santana and Scenic Ridge Holdings, LLC, with no judgments or liens shown except as noted above. I note no searches have been conducted against a purchaser.

17. There is a requirement for transfers of real property that include a building served by a private sewage disposal system. Before a deed can be recorded, it must be accompanied by Certified Inspectors Report documenting the condition of the septic system. For further details, please refer to "time of transfer" requirements in Iowa Code Chapter 455B and applicable State and local ordinances.

18. This title opinion is subject to my standard exceptions attached hereto and by this reference incorporated herein. You should take note of these exceptions.

Respectfully submitted,



BRETT T. OSBORN
Iowa Title Guaranty Examiner No. 3628

BTO/skb
Abstract Enclosed

ABBOTT OSBORN JACOBS PLC
ATTORNEYS AT LAW

Partners

KEVIN V. ABBOTT †
BRETT T. OSBORN †★
TIMOTHY J. JACOBS †*
KATIE J. HARTUNG †*

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* Licensed in Nebraska

PATRICK S. BUTLER ‡
EMILY X. DOUGLAS †
JOSEPH PETRILLO †

www.midwestlawgroup.com
Email: **bosborn@midwestlawgroup.com**

March 30, 2022

Charter Bank
Greg Grote
455 6th Street
Waukee, Iowa 50263

Property Address: Vacant land, Madison County, Iowa

BILLING STATEMENT

Examination of abstract of title to property described as:

The Northeast Quarter (1/4) of Section Twelve (12), in Township
Seventy-seven (77) North, Range Twenty-eight (28) West of the
5th P.M., Madison County, Iowa, except that part thereof deeded
for highway purposes

BALANCE DUE ...

\$185.00

BRETT T. OSBORN
STANDARD EXCEPTIONS TO TITLE OPINIONS

An abstract of title is a multiple page document typically prepared by a commercial abstracting firm. It consists of numbered entries containing information abstracted from the public records on file in the county courthouse that affect the title to the real estate described in the abstract of title. However, these public records do not necessarily disclose all rights in, claims against or restrictions upon the real estate. Therefore, you should make a careful inspection of the real estate and make diligent inquiry to satisfy yourself as to the following additional matters:

1. The rights of any person in actual possession of the real estate, such as a tenant in possession under a lease agreement.
2. The rights, under the Iowa Mechanic's Lien Law, of persons who have furnished labor or materials in the past 90 days for improvements to the real estate. Claims for labor and improvements made within that period could become liens without appearing on the abstract, and you should satisfy yourself that all such bills or claims have been paid.
3. The rights of creditors under the Iowa Uniform Commercial Code to a security interest in improvements to the real estate in the form of fixtures, such as a furnace or water heater, which have been installed so recently as to allow the creditor to file notice of such rights after the period of time covered by the abstract.
4. Unpaid charges for public utility services furnished to the real estate which may become a claim against the real estate.
5. The existence of any security interest in growing farm crops disclosed by financing statements filed in the Office of the Iowa Secretary of State.
6. The existence of any easement over the real estate which is apparent from physical evidence of its use or the actual location of the boundary lines of the real estate.
7. Any encroachment upon the real estate from adjacent real estate by way of third party use or by building overlapping the boundary lines and any other facts that may be disclosed by a survey. The abstractor cannot certify in regards to physical boundaries of real estate, including a showing of the streets and alleys, fence lines, ditches, tile drains, easements not of record, and locations of improvements which may be situated thereon. No survey of the property under examination has been furnished.*
8. Availability of reasonable and convenient access to the real estate from an existing public right of way.
9. Any law, ordinance or governmental regulation (including, but not limited, to, zoning, subdivision and rental housing ordinances) restricting, regulating or prohibiting the occupancy, use or enjoyment of the real estate, or regulating the character, dimensions or location of any improvement now or hereafter erected on the real estate, or prohibiting a separation in ownership or a reduction in the dimensions or area of the real estate. For such information, you should consult the local building and zoning officials having jurisdiction.

BRETT T. OSBORN
STANDARD EXCEPTIONS TO TITLE OPINION

PAGE
TWO

10. The legal competency (as affected by age or mental disability) of each individual title holder executing a deed, mortgage or other instrument affecting the real estate; the authority of each person executing a deed, mortgage or other instrument affecting the real estate in a representative or fiduciary capacity; and the authenticity of all signatures appearing on such instruments.
11. Any other matter affecting the real estate which may have been filed as a part of the public records in the county courthouse after the period of time covered by this title opinion.
12. The abstract does not disclose the existence of hazardous substances, pollutants, contaminants, hazardous wastes, underground storage tanks, drainage wells, active or abandoned water wells, and other environmentally regulated activities. You are cautioned that federal, state and local legislation may, in the event that there are environmental and/or public health violations, permit injunctive relief and require removal and remedial actions or other "clean up". The cost of such "clean up" may become a lien against the real estate, and you may have personal liability even though you may not have disposed of any hazardous substances, pollutants, contaminants, or hazardous wastes on the real estate or used any underground storage tanks or wells.
13. You are also cautioned that the abstract does not make showing of the presence of radioactive elements such as "radon" on the property. Radon, which is present to some extent virtually everywhere, may present a health threat if found in concentration levels deemed high and may require remedial measures. You may desire to make independent inquiry, including specialized testing before closing herein.
14. The rights of undisclosed spouses.
15. Unreported bankruptcy proceedings. No opinion can be given concerning the effect of bankruptcy proceedings on title to the real property.
16. Forged or altered instruments.

*These are matters which can only be satisfactorily determined by a survey. The plat or survey shown in the abstract, if one is shown, normally does not show the location of improvements with respect to the boundary lines. Buyers are encouraged to have a site survey (sometimes referred to as an "as built" survey) done to locate any improvements with respect to the boundary lines. The site survey should be recorded to benefit both the buyer and the future buyers of the real estate. A site survey should reveal such problems as encroachments on the property, improvements built too close to or even over the boundary line and substandard lot size. Improvements not meeting zoning requirements may be considered nonconforming uses under applicable zoning and building codes. An owner may be prohibited from or restricted in rebuilding a nonconforming use under applicable zoning or building codes. A nonconforming use may also jeopardize the amount of recovery under the owner's insurance policy. A nonconforming use may also prevent a buyer from obtaining a mortgage on the property.

Preparer; When recorded, Return to: Brett T. Osborn, 974 - 73rd Street, Suite 16, West Des Moines, IA 50265 (515) 223-6000

CERTIFICATE OF TREASURER OF MADISON COUNTY, IOWA

STATE OF IOWA)
) ss
COUNTY OF MADISON)

I, Jana Corkrean, Treasurer of Madison County, Iowa, having examined the records of my office, in accordance with the provisions of §354.11 of the Code of Iowa, pertaining to the real property described as:

THE NORTHEAST QUARTER (1/4) OF SECTION TWELVE (12) IN TOWNSHIP
SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M.,
MADISON COUNTY, IOWA, EXCEPT THAT PART THEREOF DEEDED FOR HIGHWAY
PURPOSES;

to be known and platted as:

Scenic Ridge, an Official Plat, Madison County, Iowa;

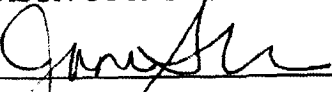
do hereby certify the same is free from all certified taxes, special assessments and special rates and charges.

I further certify there are no taxes due for Moneys and Credits, Bushels of Grain, Industrial Machinery, Data Processing Equipment, Utilities or Buildings on Leased Land, against:

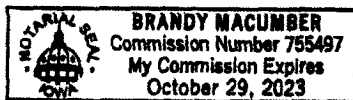
FRANK THOMAS SANTANA

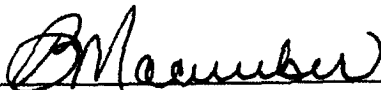
who is the record titleholder of said real estate.

JANA CORKREAN
MADISON COUNTY TREASURER

By: 

Subscribed and sworn to before me this 25 day of March, 2022.




NOTARY PUBLIC - STATE OF IOWA

Preparer; When recorded, Return to: Brett T. Osborn, 974 - 73rd Street, Suite 16, West Des Moines, IA 50265 (515) 223-6000

CERTIFICATE OF AUDITOR OF MADISON COUNTY, IOWA

STATE OF IOWA)
) ss
COUNTY OF MADISON)

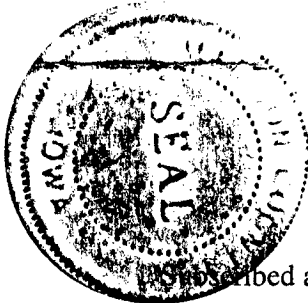
I, Shelley D. Kaster, Auditor of Madison County, Iowa, have examined the records of my office in accordance with the laws of the State of Iowa pertaining to the real property described as:

THE NORTHEAST QUARTER (1/4) OF SECTION TWELVE (12) IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, EXCEPT THAT PART THEREOF DEEDED FOR HIGHWAY PURPOSES;

to be known, designated, and platted as:

Scenic Ridge, an Official Plat, Madison County, Iowa;

and do hereby certify that the subdivision name indicated above is available and is hereby approved by this office.



SHELLEY D. KASTER
MADISON COUNTY AUDITOR

By: Shelley Kaster

Subscribed and sworn to before me this 30th day of March, 2022.



Sarah Pugh
NOTARY PUBLIC - STATE OF IOWA

DECLARATION OF RESIDENTIAL COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
SCENIC RIDGE

MADISON COUNTY, IOWA

THIS DECLARATION ("Declaration") is made this 5 day of April, 2022, by Scenic Ridge Holdings LLC, an Iowa limited liability company ("Declarant").

RECITALS:

WHEREAS, Declarant, concurrently herewith, has subdivided, developed and platted Scenic Ridge in Madison County, Iowa ("Scenic Ridge"), and is the owner of Lots 1 through 39 inclusive (the "Property"). Scenic Ridge is the platting of the following described real estate in Madison County, Iowa:

The Northeast Quarter (1/4) of Section Twelve (12), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except that part thereof deeded for highway purposes;

Now known as: **Scenic Ridge, an Official Plat, Madison County, Iowa.**

WHEREAS, Declarant desires to establish and place certain residential covenants, conditions and restrictions upon the Property, and to reserve certain easements for the benefits of the Property and each Owner thereof, and to provide for an association to own, govern and maintain common area and common amenities with authority to levy assessments necessary for care of the common areas, common facilities and common amenities associated with the Property, and to administer activities relating thereto for the benefit of the Owners of the Property entitled to use the common areas, common facilities, and common amenities of the Property.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions covenants, and conditions, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on all parties having any rights, title, or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Scenic Ridge Homeowners Association, Inc., its successors and assigns, a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa, as amended.

Section 2. "Association Responsibility Elements" shall mean the maintenance of the following:

- (a) Entrance and directional signs, monuments, fountains (if any) and similar entrance features and the landscape plantings and materials surrounding the entrance signs utilized by the Property.
- (b) Private streets owned and controlled by the Association as Common Area.
- (c) Common Area includes the Street Lot of Scenic Ridge.
- (d) Mailbox cluster units.

Section 3. "Board of Directors" shall mean and refer to the members of the Board of Directors of the Association duly elected in accordance with the Articles of Incorporation and Bylaws of the Association.

Section 4. "Bylaws shall mean and refer to the Bylaws of the Association adopted by the Board of Directors, as the same may be amended from time to time.

Section 5. "Common Area" shall mean and refer to any real property within the Property to which the Association holds title, together with any improvements thereon for the common use, employment and benefit of the Owners including any common facilities such as water lines, roadways or private drives, common fences, or other facilities or amenities.

Section 6. "County" shall mean and refer to Madison County, Iowa.

Section 7. "Declarant" shall mean and refer to Scenic Ridge Holdings LLC, an Iowa limited liability company, and its successors and/or assigns, as to the entirety of the Lots that has not theretofore been conveyed to homebuilders and homeowners, unless the context indicates otherwise.

Section 8. "Declaration" shall mean and refer to this Declaration of Residential Covenants, Conditions and Restrictions for Scenic Ridge to which the Property is subject and any amendments or appurtenances thereto.

Section 9. "Lot" shall mean and refer to Lots 1 through 39, inclusive, as shown on the recorded plat of Scenic Ridge, and any additional Lots and/or Outlots within the plat or any replats of the Property made and recorded in accordance with the statutes of the State of Iowa which may later be brought within the jurisdiction of the Association and the Declaration, but does not include the Common Areas.

Section 10. "Member" shall mean and refer to those persons entitled to membership as provided in this Declaration, the Articles of Incorporation of the Association and the Bylaws of

the Association,

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons and entities, including the Declarant, or a fee simple title to any part of the Property, but excluding those having such interest merely as security for the performance of any obligation, and excluding those having a lien upon the property by provision of operation of law. A vendee in possession under a recorded contract of sale of any part of the Property shall be deemed the owner thereof.

Section 12. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed, storage shed, garden house, pool house, barn, outbuilding, or detached garage.

Section 13. "Plat" shall mean and refer to the official subdivision plats of the Property filed in the records of the office of the Recorder of Madison County, Iowa.

Section 14. "Property" shall have the meaning set forth on Page 1 and shall include any Additional Land when annexed and subjected to this Declaration, but shall exclude and not refer to any portion thereof conveyed, dedicated or granted to the County now or in the future.

Section 15. "Street" shall mean and refer to Scenic Ridge Drive, designated as Street Lot "___" on the recorded plat of Scenic Ridge.

Section 16. Words and phrases in this Declaration shall be construed as in the singular or plural number, unless the context permits only one such manner.

ARTICLE II

NOTICE OF ADJACENT AGRICULTURAL USE AND NATURE OF RURAL LIVING

Section 1. Notice of Adjacent Use. The adjacent property as well as properties in the general vicinity are being used, and may continue to be used, for agricultural purposes as permitted by the County Zoning Ordinance, including, but not limited to, farming operations and raising of livestock. Any Lot Owner shall be deemed to have consented to the use of adjacent property or property in the general vicinity pursuant to the agricultural uses presently permitted as a matter of right under the County Zoning Ordinance and also barred from objecting to any use which was lawful under the County Zoning Ordinance as of the filing date of this Declaration.

Section 2. Notice of Rural Living. By the filing of this Declaration, notice is hereby given that the Property has been platted for and is intended to be used for country estate residential purposes in a rural setting. Consequently, certain urban infrastructure, such as natural gas mains and sanitary sewer are not planned for the Property by the Declarant. Owners must be prepared to make arrangements for adequate private sanitary sewer or septic systems and LP or propane storage on their own Lot which meet the requirements of the local governmental authority and are used in compliance with all applicable governmental regulations.

Section 3. Fencing. A Warranty Deed filed January 22, 2010 in Book 2010, Page 149 of the Madison County Recorder's Office contains information regarding the construction of a lawful fence on the East half of the South boundary of the Property (Northeast Quarter NE ¼ Section 12, Township 77 North, Range 28 West, Madison County). That Deed also requires the Grantor to install a lawful fence as defined by the Code of Iowa on the West ½ of the boundary line. Thereafter the responsibility of the maintenance and repair of the fence is as set forth in the Deed in part as follows: the East half of the fence be maintained by the Grantors and the West half of the fence will be maintained by the Grantee. The fence agreement remains in force and effect. Additionally, there are maintenance obligations set forth in the Deed. Grantor is also reserved an easement in favor of the Grantors, their heirs, successors and assigns to the portion of the dam which is located on the real estate being purchased by the Grantee for the purpose of repair, maintenance and upkeep of the dam. There are other matters contained within the Deed which grant rights and/or duties or obligations which affect the use and enjoyment of the Property.

The Property is also encumbered by a Fence Agreement filed March 27, 1997 in Book 2, Page 162 of the Madison County Recorder's Office. The fence agreement remains in force and effect. The fence agreement must be complied with by the Lots adjoining the affected boundaries and it will be the responsibility of the association as a common fence with the adjoining landowner to comply with, maintain, and share the cost of the maintenance, repair, or replacement of the fence according to the agreement. The Lot owners are required to cooperate with the Association for the maintenance, repair, or replacement of the fence and grant a perpetual easement twenty (20) feet in width to the Association for this purpose. All Lots will participate in the assessment of the costs of compliance with the fence agreements, easements, and covenants as a common facility/amenity expense which enhances and preserves the value of all Lots within the Subdivision.

ARTICLE III DESIGNATION OF USE

Section 1. Designation of Use. All Lots shall be known and described as residential lots and shall not be improved, used or occupied for other than private residential purposes. No full-time or part-time business activity may be conducted on any Lot or in and dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the local zoning ordinances.

Section 2. Model Homes and Offices. Declarant reserves the right to use any of its Lots as models and to sell, assign, or conduct other business in connection with the construction and development of the Property from any of such Lots prior to their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain model homes, erect signs, maintain an office, staff the office with employees, and to show any of its Lots then unsold.

ARTICLE IV BUILDING TYPES

Section 1. Building Types. No building or structure shall be constructed, altered or maintained on any Lot that is inconsistent with the terms of this Declaration or is in violation of local ordinances. No building or structure of any kind shall be moved onto any Lot. The construction of any building or structure on any Lot shall be performed by utilizing then acceptable construction methods and procedures, including (but not limited to) on-site "stick-built" construction and/or off-site modular or panelized construction.

Section 2. Temporary Structures. No temporary building or structure shall be built or maintained on any Lot. No Outbuilding, trailer, camper, motor home, watercraft, basement, tent, shack, shed, garage, barn, outhouse, or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 3. Outbuildings and Accessory Structures. Each Lot may have no more than one (1) Outbuilding. Each Outbuilding shall be one (1) level or story and construction shall not commence until such time as the Outbuilding has been approved in writing by the Declarant or the Board of Directors pursuant to the Architectural Review process established in Article VII of this Declaration. The total combined finished area of the one (1) Outbuilding shall not exceed 2,500 square feet. Trash receptacles, dog kennels or runs, and customary and traditional accessory structures such as tennis courts and the like shall be properly screened by privacy fence and/or shrubbery. In-ground pools shall be fenced, screened, or covered in accordance with County Ordinance. No above-ground or non-permanent swimming pools shall be permitted on any Lot. Outbuildings and other accessory structures and improvements shall not extend farther than the front line of the residential dwelling extended to the side lot lines and shall not be located within thirty (30) feet of any side or rear Lot line. A gravel drive extending from the main hard surfaced driveway to an outbuilding or accessory structure is permitted.

ARTICLE V BUILDING AREA, DESIGN AND CONSTRUCTION

Section 1. Building Area. Design and Construction. No dwelling shall be constructed or permitted to remain upon any Lot unless the design and location is in reasonable harmony with existing structures and unless it meets the following requirements.

- A. One and one-half story and two-story dwellings must have a finished area of not less than 2,600 square feet.
- B. One story, ranch, split-level, and split foyer dwellings must have a finished area of not less than 2,000 square feet.
- C. In computing total finished area, the same shall not include any finished area that has its floor below the exterior grade.

- D. In the computation of floor area, the same shall not include any porches, breezeways, or attached or built-in garages.
- E. All dwellings must be constructed using dryvit or stucco, brick, hardboard siding by LP SmartSide or cement board siding by James Hardie or other brands approved in writing by Declarant as being acceptable exterior siding. No steel, aluminum, vinyl or Masonite board siding shall be permitted.
- F. All exterior painted portions of any dwelling shall be finished with earth tone colors approved in writing by Declarant as being acceptable exterior color. Prior to commencement of painting of the exterior of any structure, a sampling of the approved exterior color(s) chosen by the Owner shall be applied to the structure to be viewed by Declarant for final color approval. All exterior painted portions of structures that are repainted shall be repainted in one such earth tone colors approved in writing by Declarant of the Association.
- G. All Outbuildings and Accessory Structures must be constructed to compliment the dwelling using similar construction methods and materials as well as exterior colors and details consistent with the requirements herein pertaining to the dwelling structure. Outbuildings may be constructed of metal or steel products so long as they are approved by the Declarant or Architectural Control Committee or governing body and maintain a consistent and complimentary aesthetic to that of the dwelling and neighboring structures.
- H. Not more than thirty (30) inches of concrete block or poured concrete foundation shall be exposed on any dwelling, excepting the rear of the walkout type residence, and any such exposed materials shall be painted or covered with brick or stone in accordance with the provisions of this Declaration regarding material and allowable paint colors.
- I. All roof material shall be architectural style, dimensional simulated slate or simulated shakes in earth tone colors or clay, approved in writing by Declarant as being acceptable roofing material and color.
- J. All accessory structures and dog houses shall have the same external appearance, color and building material as the dwelling constructed upon the Lot.
- K. All dwellings shall have a minimum of a three-car attached garage. All dwellings shall have a driveway of not less than twelve (12) feet in width and running from the street to the garage. All driveways serving any dwelling shall be of Portland cement concrete running from the street to the garage, except driveways longer than 100 feet in length shall be constructed of Portland cement concrete running 100 feet from the street and the remaining portion of the driveway to the garage may be constructed of a hard surface material other than Portland cement

concrete. Gravel driveways are only allowed when serving an Outbuilding or Accessory Structure and which are auxiliary to the driveway serving the dwelling. The intention is to prevent gravel spread onto Street Lot ____ commonly maintained by the Association and for uniformity of appearance in the Subdivision.

- L. All dwellings must be constructed by a recognized homebuilder approved in writing by Declarant prior to commencement of any construction. For purposes of this subparagraph, a recognized homebuilder shall be a homebuilder which completes construction on an average or a least three (3) new homes annually. The Declarant reserves the right not to approve builders.
- M. AT THE OPTION OF THE DECLARANT UPON WRITTEN NOTICE TO THE OWNER OF RECORD, IF CONSTRUCTION OF THE DWELLING UPON A LOT HAS NOT COMMENCED WITHIN FIVE (5) YEARS FROM THE DATE OF CONVEYANCE OF SUCH LOT BY DECLARANT, THE OWNER OF RECORD AGREES TO DEED THE LOT BACK TO DECLARANT FREE AND CLEAR OF ALL LIENS FOR THE ORIGINAL PURCHASE PRICE, THERE WILL BE NO ADJUSTMENT FOR TAXES, CLOSING COSTS OR INTEREST FROM THE TIME THE LOT WAS CONVEYED TO THE OWNER BY DECLARANT. DECLARANT WILL ONLY BE OBLIGATED TO PAY FOR DEED PREPARATION, RECORDING FEES AND TRANSFER TAXES. UPON ISSUANCE OF AN OCCUPANCY PERMIT FOR A DWELLING, THIS RIGHT TO REPURCHASE SHALL AUTOMATICALLY TERMINATE AS TO THAT LOT.
- N. All dwellings, outbuildings, accessory structures or improvements of any kind must be completed twelve (12) months of the date the building permit was issued.

Section 2. Additional Design Criteria and Standards. All improvements and appurtenances thereto constructed or permitted to remain upon any Lot shall conform to the following additional design criteria and standards.

- A. The cutting down and removal of tress or saplings shall be limited to the absolute minimum needed for construction of any improvement upon a Lot. Established trees removed for construction shall be only directly on the structure site or four (4) feet from any road or driveway.
- B. All utility connection facilities and services shall be underground.
- C. Power generation applications for personal use with appropriately-scaled mechanism in the form of solar panels may be installed on a Lot for the purpose of generating power by converting energy from sun into electricity. All such utility equipment and components must be approved in writing by Declarant prior to commencement of construction of such improvements to meet the installation

requirement of Declarant. All structures must be maintained in a commercially reasonable manner and if no longer in service, removed. Electric generation windmills will not be permitted.

- D. No propane tank shall be permitted to be placed on any Lot unless underground or completely hidden from view by an attractive screen, fencing, and/or shrubbery of suitable height so that the tank is not visible from any other Lot and is out of public view. All other types of liquid fuel tanks are prohibited.
- E. All Lots served by on-site septic systems with laterals where permitted or peat, sand or similar filter systems recognized and approved by Madison County Board of Health shall be placed, constructed and maintained in accordance with the laws, rules and regulations of the Madison County Board of Health and must conform to the standards adopted by the Iowa Department of Natural Resources. The location of the septic system must be approved in advance of installation by the Madison County Board of Health. The Owner shall be responsible to the Madison County Board of Health to have the septic system annually inspected and shall be responsible for any modifications or repairs to the system identified by the inspection report. Further, on-site septic systems shall receive periodic pumping when necessary to prevent noxious or offensive odors to escape from any Lot which may become an annoyance or nuisance to other Owners. No toxic or hazardous wastes or chemicals shall be disposed of in the septic system. Daylighted septic discharge must be dissipated before entering an adjoining property.
- F. Within ninety (90) days of completion of a dwelling upon a Lot, all portions of the Lot shall be fully seeded or sodded, except where the topography, conservancy area, or creek slopes or tree cover does not permit. In such event, the balance of the Lot shall be left in its timberland and natural vegetation. If weather conditions make this requirement impossible to meet, Declarant shall establish a reasonable period of time for compliance.
- G. A coach light with a minimum of 120-Watt incandescent (or equivalent to incandescent) lighting shall be placed within five (5) feet of the driveway at the front property line. The front elevation of the home shall also be illuminated by soffit can lighting, wall fixtures, or landscape up lighting sufficient to lightly illuminate the front elevation from dusk until dawn via a photocell or programmable timer. Such lighting plan shall be reviewed as part of the building plan review. All security or decorative lighting for driveways, parking and other areas shall be designed, located and directed in a manner which will avoid direct lighting onto adjoining Lots.
- H. All fencing material shall be mounted on the outside of or between the fence posts or fence framing. All fences shall be either, decorative wrought iron material of a single color, black vinyl coated chain link, solid vinyl panel construction, or other

acceptable material (no wood fences) as approved in writing by the Declarant or Board of Directors. Any fence constructed on a Lot shall be constructed so that all components of the fence, including posts, framing and screening are of matching material and color. There shall be no mixing or combination of different fencing materials or colors allowed. No chain link fence, including chain link fence around a dog run, shall be permitted unless it is black vinyl coated (or similar construction permanent black colored product). No fences may be built or maintained within the front building setback areas as shown on the Plat as recorded and no fences shall be built or maintained in the front of the front line of the residential dwelling extended to the side Lot lines. All fences shall be kept in good repair and attractive appearance.

- I. Perimeter fences shall not be permitted on any Lot except as required by fence agreement or recorded covenant or deed restriction. Agricultural fences which adjoin property outside the Plat shall be maintained in accordance with Chapter 359A of the Iowa Code.
- J. Neighborhood mailbox cluster units may be installed by the Declarant according to United States Postal Service regulations.

ARTICLE VI STORM WATER DISCHARGE PERMITTING REQUIREMENTS

Section 1 Erosion Control. The Owner and/or occupant of each Lot, jointly and severally, whether vacant or improved, their agents, assigns, heirs and/or building contractors, shall take all necessary precautions to prevent, stabilize and control erosion within its Lot to prevent sediment migration and soil erosion from extending beyond the boundaries of the Lot. In the event of any occurrence of soil erosion, the Owner- and/or occupant of the Lot shall, jointly and severally, promptly clean up all eroded sediment and restore all affected areas to their original condition.

Section 2. Storm Water Discharge Permit. Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Owner shall be solely responsible for the Lot with respect to compliance with all terms, provisions and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan which includes the Lot.

Section 3. Indemnity. During the ownership of the Lot the Owner shall protect, defend, indemnify and hold the Declarant, the Association and the other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to (i) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot and/or (ii) any alleged violation of any NPDES or storm water discharge rule or regulation.

ARTICLE VI ARCHITECTURAL REVIEW

Section 1. Architectural Review. No building, or structure, nor any addition or alteration thereof, shall be constructed or substantially altered on any Lot unless and until a grubbing plan, tree removal plan, design plan and site plan (collectively the "Plans") have been submitted and approved by Declarant or the Board of Directors. The Plans shall contain details of design, color scheme, elevation, site grade, landscaping, fencing, roofing, solar systems, sidewalks, driveways, yard lights, propane tanks, septic systems and other similar matters. The Plans shall also state the type of construction, including external details and materials. Declarant or the Board of Directors shall, within fourteen (14) days from the date of submittal of the Plans, deliver to the Owner written approval of, rejection of or required changes to the Plans. Dirt removal, excavation or construction shall not be commenced until approval therefor has been received from the Declarant or Board of Directors. Any deviation in construction on any Lot from the approved structure or surrounding area shall be corrected to conform to the approved Plans at the expense of the Owner of the Lot. Declarant, the Association and their designated architect shall not be liable to anyone in damages who has submitted Plans for approval, or to any Owner by reason of mistaken judgment, negligence, or nonfeasance of itself, its agents or employees arising out of or in connection with the approval or disapproval of any such Plans. The intent of this provision is to ensure that buildings and structures are developed in reasonable harmony within the Plat with special care and attention to restoration and management of the timberlands and natural vegetation, and that the covenants, restrictions and conditions contained herein are met in connection with such development.

ARTICLE VIII SIGNS AND HOME-BASED OCCUPATIONS

Section 1. Signs. No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except (j) street markers, traffic signs, or any signs installed by the local governmental entity or by the Declarant (ii) signs which have been approved by Declarant or the Association in writing not exceeding 144 square inches in area on which there shall only be exhibited the street number and/or the name of the resident, (iii) a customary sign (one per Lot) advertising a home for sale, not exceeding 1,296 square inches, and (iv) signs which have been approved by Declarant in writing advertising the builder or for promotional or marketing purposes. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, the Declarant or the Association is hereby given the right to enter upon such Lot and remove such signs, Declarant reserves the right to install entrance and directional signs with respect to the Property, at locations and of design determined by the Declarant in a manner consistent with local government ordinances.

Section 2. Home Occupations. No home occupation shall be conducted or maintained on any Lot other than that is incident to a business, profession or occupation of the Owner or occupant of any such Lot and that is generally or regularly conducted by such Owner or occupant

in another location away from such Lot. No child-care service or activity shall be regularly conducted on any Lot, except for incidental childcare activities for the sole benefit of the Owner of a Lot. Nothing contained herein shall be construed or interpreted to affect the activities of Declarant in the sale of Lots as part of the development of its Lots.

ARTICLE IX MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section L Membership. The owner or owners of the Property or any subdivisions thereof shall be members of the Association. Membership shall be appurtenant to the ownership of the real property and shall be indivisible from such ownership.

Section 2 Voting. There shall be appurtenant to each Lot one vote in the Association. When more than one person holds an interest in any such Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall the vote be split with respect to any such Lot. In the event that the owners of a Lot fail to determine how to cast any vote, no vote shall be cast for said Lot.

NOTWITHSTANDING THE ABOVE, THE DECLARANT SHALL BE THE SOLE VOTING MEMBER OF THE ASSOCIATION UNTIL TWELVE (12) MONTHS AFTER THE DECLARANT CONVEYS THE LAST LOT/OUTLOT OF THE PROPERTY, OR UNTIL THE DECLARANT WAIVES THE RIGHT TO BE SOLE VOTING MEMBER, WHICHEVER FIRST OCCURS. SO LONG AS DECLARANT IS THE SOLE VOTING MEMBER OF THE ASSOCIATION, DECLARANT SHALL HAVE THE RIGHT TO ELECT ALL MEMBERS OF THE BOARD, ALL OFFICERS OF THE ASSOCIATION AND AMEND THIS DECLARATION FOR ANY REASON.

Section 3. Board of Directors. The Owners entitled to vote shall elect a Board of Directors of the Association as prescribed by the Association's Bylaws. The Board of Directors shall manage the affairs of the Association.

Section 4. Suspension of Voting Rights. The Association shall suspend the voting rights of a member for any period during which any assessments against his or her Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

Section 5. Duration. No dissolution of the Association shall occur without the prior approval and consent of the public governmental body having jurisdiction over the Property.

ARTICLE X COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner

shall pay to the Association (1) annual assessments or charges, (2) special assessments for capital improvements and operating deficits, and (3) other special assessments as provided herein; such assessments to be established and collected as hereinafter provided. No assessment shall be levied without prior approval of a majority of the Board of Directors. The annual and special assessments, together with late fees, interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the joint and several personal obligation of each person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners; for improvement, maintenance, repair, replacement, removal, preservation and demolition of the Association Responsibility Elements; for payment of insurance, utility expenses, salaries, and real estate taxes and other assessments associated with the Association and the Association Responsibility Elements; and for other purposes specifically provided herein.

Section 3. Annual Assessment. The Association may levy general annual assessments which shall commence as to each respective Lot on the first day following the conveyance by the Declarant of a Lot, and shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of such general assessments at least thirty (30) days in advance of each annual assessment period. Written notice of such assessments shall be sent to every member of the Association subject thereto. The due dates shall be established by the Board of Directors of the Association, and the general annual assessments may be collected in equal annual, semi-annual, quarterly or monthly installments at the discretion of the Board of Directors.

Section 4. Reserve Fund. A portion of such annual assessment may be set aside or otherwise allocated in a reserve fund for the purpose of providing repair, replacement, removal and demolition of the Association Responsibility Elements and any capital improvement that the Association is required to maintain.

Section 5. Special Assessments for Capital Improvements and Operating Deficits. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, removal or demolition of a capital improvement that the Association is required to maintain or for operating deficits that the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% per annum or at the highest rate allowed by Iowa law, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same,

or foreclosure the lien against the property in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of said assessment all cost and expenses incurred by the Association in collecting said assessments, including reasonable attorney's fees, whether or not legal action is required in connection therewith. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, common facilities, common amenities, or abandonment of the Owner's Lot.

Section 7. Subordination of Assessments Liens. If any Lot subject to a lien created by any provision in this Declaration shall be subject to the lien of a first mortgage of record: (i) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such mortgage; and (ii) the foreclosure of the lien of such mortgage or the acceptance of a deed in lieu of the foreclosure by the mortgagee, shall not operate to affect or impair the lien except that assessment liens, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of assessments, if any, that have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or deed given in lieu of foreclosure, but subject to assessment liens that shall have come due subsequent to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure. All assessment liens as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the appointment of a receiver in foreclosure proceedings or the acceptance of a deed in lieu of foreclosure and have not been paid shall be deemed to be an expense of the Association, but this shall not derogate the Association's right to collect said sums from the defaulting owner personally.

Section 8. Assessment Certificate. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 9. Declarant Exempt. NOTWITHSTANDING ANYTHING IN THIS DECLARATION TO THE CONTRARY, LOTS OWNED BY THE DECLARANT THAT DO NOT HAVE A COMPLETED DWELLING CONSTRUCTED THEREON SHALL BE EXEMPT FROM THE ASSESSMENTS DESCRIBED HEREIN.

ARTICLE XI EASEMENTS

Section 1. Utility and Other Easements. Easements for installation and maintenance of utilities, drainage and detention facilities are reserved as shown on the Plat. The Owner and/or

occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant, maintain, keep, and preserve that portion of the easement area within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, fence, structure or other improvement of any kind within the easement areas, nor permit any growth of any kind of which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services, drainage and detention facilities within such easement areas. Any berm or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed. No creek, stream, drainage or detention easement running through any Lot shall be dammed or altered in any way by any person or entity other than Declarant or the Association.

Section 2. Surface Water. The topography of the Property is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to and benefitted by such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time; and all Owners shall have rights and obligations with respect thereto as may be provided by such laws. However, pursuant to Article V, Section 2 (E) daylighted septic discharge must be dissipated before entering an adjoining property.

Section 3. Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency for emergency vehicles such as fire trucks, police cars, ambulances and emergency personnel, public and private, over and upon all Lots and any driveway, sidewalk or trail within the Property.

Section 4. Easement for Association Maintenance. Each Lot is burdened with an easement of ingress and egress for preservation, maintenance, repair and replacement of the Association Responsibilities by the Association. An easement is hereby granted over each Lot that includes or abuts the preservation easement area to and for the benefit of the Association to the extent reasonably necessary for the purpose of maintenance and protection of such preservation easement area and the wildlife that habitat thereon.

Section 5. Additional Easement Rights. Declarant reserves unto itself, for the benefit of all Lots and the Owners, an easement, right, title, and authority to relocate, alter or otherwise change the location of any drainage, detention, utility or sewer easement and to grant such further easements, licenses, and rights of way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility, sewer and similar purposes on or within any Lot or Common Area. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, detention, utility and sewer easement, or other easement, license or right-of-way by written instrument, or amendment to the Plat. Each Owner shall take title subject to the right and easements reserved herein; provided, however, the rights reserved in this Section shall not be exercised in a manner which unreasonably and adversely affects any dwelling or portion thereof located upon any Lot or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress or egress to any Lot. The rights and easements set forth in this Section shall run with the land and

Declarant's right to further alter or grant easements shall automatically transfer to the Association when Declarant shall have conveyed its last Lot within the Property.

ARTICLE XII OBLIGATIONS OF ASSOCIATION

Section 1. Ownership of Common Area. The Association shall be the owner of the Common Area and shall timely pay all real estate taxes and assessments levied against the Common Area. Declarant hereby covenants for itself; its successors and assigns that it shall convey to the Association the fee title to the Common Area free and clear of all mechanic's liens or any liens or encumbrances whatsoever, except covenants, easements, conditions and restrictions shall be altered in, constructed in, or removed from the Common Area, except upon the written consent of the Board of Directors. The Association shall have sole control and jurisdiction over the Common Area.

Section 2. General Maintenance. The Association shall perform all preservation, maintenance, repair, replacement, restoration, removal and demolition of the Association Responsibility Elements, including but not limited to, the preservation easement and care of the timberland and natural vegetation within said preservation easement, all necessary painting and care of signs, monuments, and other structures, mailbox cluster units, and any necessary maintenance and repairs to keep the private street infrastructure (including removal of snow, ice and debris) and other common amenities in a good and safe condition. No Owner shall obstruct or interfere whatsoever with the duties and responsibilities of the Association to perform its maintenance obligations relating to the Association Responsibility Elements. An Owner shall be liable to the Association for the expense of any maintenance, repair, or replacement rendered necessary by any intentional, negligent or careless act by such Owner, or by any family, guest, employee, agent or lessee of such Owner. Any such expense shall become a special assessment and lien upon the Lot of such Owner and shall become due and payable upon demand.

Section 3. Reservation of Right to Convey Private Streets. Declarant reserves unto itself, for the benefit of all Lots and the Owners, the irrevocable right and authority to convey at any time in the future the fee title to the private streets, or any portion thereof, for public right-of-way purposes to the city or county governmental entity having jurisdiction by written instrument recorded in the office of the Recorder for Madison County, Iowa. The rights set forth in this Section shall run with the land and shall automatically transfer to the Association when Declarant shall have conveyed its last Lot within the Property. In the event that the private streets are acquired for public right-of-way, the obligations for maintenance to be performed by the Association hereunder and costs associated with such maintenance shall terminate and be of no further force or effect.

Section 4. Contracts and Agreements. The Board of Directors, in its sole discretion, shall enter into any contract, agreement, lease, management contract, employment contract or lease, engage the services of and discharge any manager, activities director, managing agent, independent contractor or other employee as it deems necessary. The Board of Directors, in its

sole discretion, shall determine the duties and compensation of such persons so employed.

Section 5. Casualty Insurance. The Association shall obtain a master casualty insurance policy or policies affording fire and extended coverage insurance for the Association Responsibility Elements in an amount equal to the full replacement value thereof. The Association may obtain "all risk" coverage for the Association Responsibility Elements. The Association shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. The Association may cause such full replacement value to be determined by a qualified appraiser and the cost of any such appraisal shall be included in the monthly maintenance assessment for each Lot on a pro rata basis. Such insurance coverage shall be for the benefit of the Association, each owner, and, if applicable, the first Mortgagee of each Lot.

The master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provision that the insurer (a) waives its right to subrogation as to any claim against the Association, its Board of Directors, its agents and employees, the Owners and their respective agents and guests, and (b) waives any defense based on the invalidity based upon the acts of the insured; and provided further that the insurer shall not be entitled to contribution against casualty insurance which may be purchased separately by any Owner.

Section 6. Liability Insurance. The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, its agents and employees, the Owners and all other persons entitled to occupy any Lot. The Association shall also obtain any other insurance required by law to be maintained, including but not limited to, worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf to the Association.

Each Owner shall be deemed to have delegated to the Board of Directors the Owner's right to adjust with the insurance companies all losses under policies purchased by the Association.

Section 7. Access for Maintenance. The Association and its agents, employees or contractors shall have the right of reasonable access for ingress and egress over, across or through each Lot for the purpose of performing its maintenance obligations for the Association Responsibility Elements and shall repair any damage to the Lot resulting from such access.

Section 8. Indemnification by Association. The Association hereby indemnifies and saves the Owners harmless from any and all liability, damage, expense, causes of action, suits, claims

or judgments arising from personal injury, death or property damage and occurring on or from the maintenance of the Association Responsibility Elements, except if caused by the act or negligence of the Owners, or by any family, guest, employee, agent, or lessee of such Owner.

Section 9. Indemnification by Owner. The Owner of each Lot hereby agrees to indemnify, defend and hold harmless the Declarant, the other Owners, the Association and their heirs, administrators, successors and/or assigns, from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on any appeal) judgments, proceedings, and causes of action, for injury or death of any person, or damage to or destruction of any property caused by the condition of or in any connection with accidents in the Common Area or out of the performance of any of the obligations set forth in this Declaration, except to the extent caused by the negligent or willful act or omission of the indemnified parties hereto.

ARTICLE XIII MAINTENANCE BY OWNERS

Section 1. General Maintenance. The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, rubbish, weed and debris and to keep the lawn and landscaping of the structure site well maintained and healthy, including (but not limited to) maintaining the lawn at a height not to exceed six (6) inches. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the dwelling and all other accessory structures and improvements upon the Owner's Lot in good condition and repair.

Section 2. Surface Drainage Easements. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the overland flowage easements upon the Owner's Lot. Any swale constructed for drainage purposes on the Lot shall be preserved and maintained to accomplish the purposes for which it was constructed. Such casement areas may be maintained to promote the growth of native vegetation or maintained as a grassy area and mowed on a regular basis, at the Owner's sole discretion.

ARTICLE XIV ADDITIONAL RESTRICTIONS

Section 1. Animals. No cattle, hogs, poultry, exotic animals, or other livestock of any kind as defined by the laws, statutes and regulations of the State of Iowa, shall be raised, bred or kept on any Lot. The keeping of horses on a Lot, in compliance with the provisions of this Declaration, may be approved in writing by the Declarant or the Board of Directors, at the Declarant's or Board of Directors' sole and absolute discretion. No horse shall be kept on any Lot unless approved in writing by the Declarant or Board of Directors, and all aspects of maintaining a horse on any Lot, including but not limited to fences, pastures, and buildings shall be subject to the Architectural Review process established in Article VII of this Declaration. Except as otherwise stated herein, dogs, cats, and other common household pets and domesticated animals not considered to be livestock, may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than a total of two (2) dogs and two (2)

cats be kept in any one Lot at any one time. No more than two (2) of either species, dog or cat, shall be permitted in any one Lot at any one time. For example, three (3) dogs and one (1) cat is prohibited. All pets must either be kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas, or completely screened and otherwise hidden from neighbors and public view. Dog runs, if any, must be located at the rear of the house or garage and extend toward the rear of the Lot from that portion of the house or garage which is closest to the rear Lot line. All pets must be leashed and under control of its owner if not tied up or kept within a fenced yard (invisible or concealed electric fence is permitted) or dog run. Dogs should be restrained at a reasonable distance from Street Lot ____ to prevent harassment and/or nuisance to or from passers by using Street Lot ____.

Section 2. Chemicals. Any chemical fertilizer, herbicide or pesticide that may be used on any Lot shall be maintained, applied and disposed of in an environmentally responsible and lawful manner. Phosphorus based fertilizers shall not be used. The Association shall further regulate chemical fertilizer, herbicide or pesticide pursuant to rules and regulations adopted by the Board of Directors in order to protect the natural vegetative conversancy of the Property from damaging plant nutrients.

Section 3. Noxious or Offensive Activity. No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently. By way of further explanation, the definition of noxious or offensive activities or odors shall not apply to the customary and normal activities and odors associated with the activities and operation of a rural subdivision and by activities from surrounding farming operations.

Section 4. Trash Receptacles. No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling unless hidden by an attractive screen or shrubbery of suitable height, or unless sunken to ground level in a hole lined with permanent cribbing. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling no earlier than twelve (12) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or underground location, or inside a dwelling within twelve (12) hours following a scheduled pick up for such trash.

Section 5. Antennas. No exterior transmission tower, antenna or television transmission dish of any kind shall be constructed, installed, modified, or permitted on the ground, on dwellings or on garages, Notwithstanding the foregoing, an exterior tower, antenna or receiver dish which is thirty-six inches (36") or less in diameter shall be permitted. No more than one (1) such exterior tower, antenna or receiver dish shall be permitted on each Lot. No more than one (1) penetration in the dwelling on a Lot shall be permitted for the cable from such exterior tower, antenna or receiver dish. No commercial cell phone or communication towers, commercial wind turbine towers for production of electricity or other exterior towers or antenna shall be constructed, installed, modified or permitted on the ground, on dwellings or on garages.

Section 6. Large Vehicles. No vehicle with a gross vehicle weight greater than 7,000

pounds, and no trailer, camper, motor home, watercraft, recreational vehicle, commercial vehicle, unlicensed or inoperable vehicle or any other motorized vehicle or mechanical equipment may be parked or maintained on any Lot, (except inside a garage or other vehicle enclosure, parked adjacent to or behind the dwelling, or otherwise out of view from the street and abutting Lots) or on any driveway in the Property, or on the public street, other than on a temporary basis; provided that this restriction shall not apply to trucks, equipment or trailers used in connection to construction of or rebuilding of a dwelling on any Lot. Temporary shall mean no more than a total of thirty (30) days per year. At no time shall a vehicle or any mobile equipment be disassembled, repaired, or serviced on any Lot, except inside a garage or other vehicle enclosure out of view from the street and abutting Lots.

Section 7. Off-road Vehicles. The operation of trail bikes, dirt bikes, all' terrain vehicles and any other similar off-road vehicles shall be confined to the roadways and to each Owners' respective Lot. No Owner shall operate, permit or allow any part of its Lot, whether vacant or occupied, to be used or maintained as an off-road track for trails, paths or hill climbs. The operation of such vehicles shall be prohibited between the earlier of (i) 8:00 p.m. or (ii) the time of sunset and 8:00 a.m. the following morning. Such vehicles, however, may be used throughout the Property for conveyance of emergency supplies, emergency transportation and use by the Association for maintenance and management purposes. All such vehicles shall be insured and properly licensed, if required by the State of Iowa. All such vehicles shall have mufflers. All such vehicles shall be used in such a manner that does not disturb the tranquility of the Property. The use of snowmobiles within the subdivision is prohibited. All-terrain-vehicles (ATV's), side-by-side ATV's, golf carts and similar vehicles are permitted on the Lots and Street Lot ___, or other common areas for common transport so long as they are used in a reasonable manner and do not disturb the tranquility of the Property. This provision does not create or provide for an easement over, across, though, or upon any Lot, Street Lot ___, or any other common area within the subdivision. The rights provided for herein may be revoked, limited, or modified by an amendment of the Declarant or by the Association according to its governing documents.

Section 8. Hunting. No hunting, trapping, shooting of wildlife, discharging of fire-arms, or bows and arrows shall be allowed in the Property.

Section 9. Timbering. Commercial timbering is prohibited, except for salvaged trees.

Section 10. Firewood. Firewood shall not be stored on the front of side of the dwelling. Firewood shall be neatly stacked behind the dwelling out of sight from public view and shall not consist of more than two stacks which shall not be in excess of four (4) feet x eight (8) feet x eight (8) feet in size.

Section 11. Storage. No personal property shall be stored or left upon a Lot except within the residential structure or garage located upon the Lot, Garage doors shall be kept closed except during times of access to the garage.

Section 12. Peaceful Possession. No activity shall be allowed that unduly interferes with the peaceful possession and use of the Property by the Owners nor shall any fire hazard or

unsightly accumulation of refuse be allowed.

Section 13. Nuisance. No Owner shall permit anything to be done or kept in the Owner's Lot that will result in the cancellation of insurance on any Lot, which would be in violation of any law, or which may be or become a nuisance or annoyance to the other Owners.

Section 14. Weed Control. No owner shall allow weeds, nuisance vegetation, invasive vegetation, or other nuisance establish, grow, or maintain on their Lot and all land within fifty (50) feet of Street Lot ____ shall be mowed and reasonably maintained to keep, maintain, and preserve the aesthetic and monetary value of the Lots within the Property.

Section 15. Portable Toilets. Lot Owners will be responsible for provision of portable toilets during the construction of dwellings or outbuildings or other accessory structures and for the regular maintenance of them during construction of those structures for the benefit of those associated with the construction and to prevent nuisance and preserve the tranquility and peaceful use and enjoyment of the Property for all.

Section 16. Declarant Improvements. The Owners shall not interfere with the completion of the contemplated improvements and the sale of Lots by Declarant. The Declarant may make such use of its unsold Lots as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office, model home, the showing of its Lots and the display of signs.

ARTICLE XV GENERAL PROVISIONS

Section 1. Rules and Regulations. The Board of Directors shall have the authority to amend and adopt rules and regulations governing the use of the Lots and the Association Responsibility Elements and such rules shall be observed and obeyed by the Owners, occupants, their family, guests, and invitees. Such rules after being properly adopted at a meeting duly called for such purpose shall have the same force and effect as if contained in this Declaration. In addition, the Board of Directors are authorized to establish fines to be assessed against Owners violating these covenants to be collected in the same manner as special assessments.

Section 2. Amendment of Covenants. This Declaration may be amended from time to time the approval of the Owners. Such approval shall be given by the affirmative vote of not less two-thirds (2/3) of the Owners. The Owner of each Lot (or the joint Owners or a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned. Provided, however, until the Declarant has sold all of its Lots, it may make amendments or modifications to this Declaration without the consent of any other Owners or other party and for any reason. Such amendments or modifications by the Declarant shall be effective the date the amendment or modification has been filed with the County Recorder.

Section 3. Period of Covenants. The easements granted herein shall be perpetual in nature. All covenants, conditions, restrictions, and reservations created by the Declaration shall

run with the land and shall be binding upon all parties claiming under them for the maximum period allowed by law, subject to the right of Owners under Section 614.24 of the Iowa Code to file a verified claim in the office of the County Recorder to extend the effectiveness of these covenants for successive periods of twenty-one (21) years each on or before the twenty-first anniversary of the filing of this Declaration and prior to the twenty-first anniversary of the filing of the last verified claim. Invalidation of any of the covenants, conditions, and restrictions of this Declaration by judgment or decree shall in no way effect any of the provisions hereof, but the same shall remain in full force and effect.

ARTICLE XVI ADDITION OF PROPERTY

Section 1. Conveyance of Additional Common Area and Additional Responsibility Elements. Declarant shall have the right at any time to convey additional Common Area to the Association or to add additional Association Responsibility Elements. Nothing in this Section, however, shall be deemed to be an obligation on the part of Declarant to convey additional Common Area to the Association in the future. The Association shall be obligated to accept any additional Common Area so conveyed by Declarant and to hold and maintain the additional Common Area pursuant to the terms of this Declaration.

Section 2. Subjecting Additional Land to Declaration. Declarant shall have the irrevocable right to subject Additional Land to the terms of this Declaration at any time in the future without the consent of the Association. The Additional Land shall be automatically subject to the applicable terms and conditions of this Declaration and Owners of Lots within the Additional Land shall automatically become Members of the Association in the same manner as described in this Declaration and shall be subject to the same applicable terms, conditions, duties, and assessments as described in this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration with the County Recorder. No approval of the Association or any other person shall be necessary.

ARTICLE XVI ENFORCEMENT AND WAIVER

Section 1. Invalid Provisions. In the event that any one or more of the foregoing covenants, conditions or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.

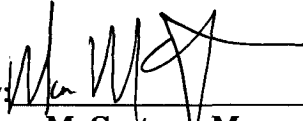
Section 2. Governmental Authority. The Property shall also be subject to any and all rights and privileges of the any governing entity now held or thereafter acquired, by dedication or

conveyance, or by reason of the platting and recording of the Plat for the Property, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the local zoning ordinances, the more restrictive shall be binding.

Section 3. Governmental Dedication. This Declaration shall not be applicable to property dedicated to the County, or any assignee city authority having jurisdiction upon annexation of the Property, and such governmental authority may allow appropriate public use on such dedicated property within the Property.

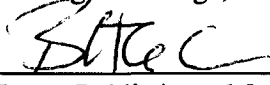
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DECLARANT: SCENIC RIDGE HOLDINGS LLC

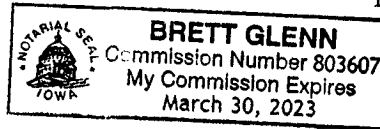
By: 
Marc McCartney, Manager

STATE OF IOWA, COUNTY OF DALLAS

This record was acknowledged before me on this 5th day of April
, 2022 by Marc McCartney, Manager of Scenic Ridge Holdings, LLC.



Notary Public in and for the State of Iowa



Preparer; When recorded, Return to: Brett T. Osborn, 974 - 73rd Street, Suite 16, West Des Moines, IA 50265 (515) 223-6000

**DECLARATION OF
PROTECTIVE COVENANTS AND USE
RESTRICTIONS TO
SCENIC RIDGE, AN OFFICIAL PLAT**

To the Public

Dated this 5 day of April, 2022.

Declaration of Protective Covenants and Use Restrictions for SCENIC RIDGE, an Official Plat of a parcel of real estate described as follows:

THE NORTHEAST QUARTER (1/4) OF SECTION TWELVE (12) IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, EXCEPT THAT PART THEREOF DEEDED FOR HIGHWAY PURPOSES;

The Protective Covenants and Use Restrictions in this instrument are to run with the land and shall be binding upon all parties and all persons owning lots in Scenic Ridge or claim under them until (20 years) April 5, 2042.

If the owners of any of the lots or any of them, or their heirs or assigns, shall violate any of the covenants in this instrument, it shall be lawful for any other person owning real property situated in Scenic Ridge to prosecute any proceedings at law or in equity against the person or persons violating any of the covenants, and either to prevent them from so doing or to recover damages for the violation, or both.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provision, which shall remain in full force and effect.

1. Nuisances. No cattle, swine, poultry, fowl or other farm animal feeding shall be kept on any lot, as defined by the Department of Natural Resources. Additionally, no more than 100 animals of the poultry, swine, or bovine variety shall be kept on any lot. Only open grazing

shall be permitted on any lot. No signs or other advertising, except standard real estate "for sale" signs, shall be displayed on any lot unless the size, form, and number of same are first approved in writing by the Subdividers. No refuse pile, unused motor vehicles, or unsightly objects shall be allowed to be placed or to remain anywhere on the premises. In the event that any owner of any property in Scenic Ridge shall fail or refuse to keep the premises free from refuse piles, unused motor vehicles, or other unsightly growths or objects, then the Subdivider may enter upon the lands with adequate notice and remove the same at the expense of the owner and such entry shall not be deemed a trespass. In the event of such a removal a lien shall arise and be created in favor of the Subdivider and against the owner's lot for the full amount chargeable to the lot and that amount shall be due and payable within 30 days after the owner is billed for it.

2. Individual property owners are responsible for maintaining the drainage way and drainage easements on the individual lots.

3. Taxes and government limitations. Any conveyance of property is made subject to taxes and other assessments if any levied or assessed against the property in the year in which it is conveyed and subject to all restrictions and limitations imposed by governmental authority.

4. Remedies for violations-invalidations. For a violation or a breach of any of these Protective Covenants and Use Restrictions by any person claiming by, through, or under the Subdividers, or by virtue of any judicial proceedings, the Subdividers, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Subdividers shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where the violations of these Protective Covenants and Use Restrictions exist and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the Protective Covenants and Use Restrictions shall not bar their enforcement. The invalidation of any one or more of the Protective Covenants and Use Restrictions by any Court or competent jurisdiction in no way shall affect any of the other Protective Covenants and Use Restrictions, but they shall remain in full force and effect.

Should the owner fail, neglect, or refuse to satisfy and discharge any lien arising hereunder within 30 days, the Subdividers, their successors and assigns, shall have the right to interest on the liens at the rate of ten percent (10%) per annum and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

5. Utility easements and lines. Reserved for the purpose of installing and maintaining municipal and public utility facilities, and for such other purposes incidental to the development of the property, are the easements, if any, shown upon the plat of Scenic Ridge, as recorded in the Public Records of Madison County, Iowa. All claims for damages, if any, arising

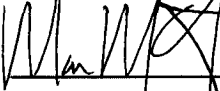
out of the construction, maintenance, and repair of utilities or on account of temporary or other inconvenience caused thereby against the Subdividers, or any utility company or municipality, or any of its agents or servants are waived by the owners. The Subdividers further reserve the right to change or discontinue any street, avenue, or way shown on the plan of development not necessary for ingress or egress to and from an owner's premises, subject to the approval of the County of Madison, Iowa, if approval is required.

6. The term Subdivider means Scenic Ridge Holdings, LLC and its successors and assigns.

THE UNDERSIGNED Owners of Lots 1 through 39, inclusive of Scenic Ridge, an Official Plat of Madison County, Iowa, hereby consent to the Declaration set forth above.

Signed the 5 day of April, 2022.

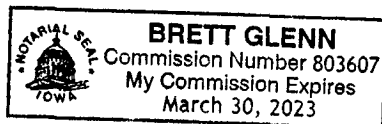
SCENIC RIDGE HOLDINGS, LLC



MARC McCARTNEY, Manager

STATE OF IOWA)
)ss
COUNTY OF DALLAS)

Subscribed and sworn to before me by Marc McCartney as Manager of Scenic Ridge Holdings, LLC, on this 5th day of April, 2022.



NOTARY PUBLIC - STATE OF IOWA

ZO-RESOLUTION 04-26-22A
APPROVING FINAL PLAT
SCENIC RIDGE SUBDIVISION

WHEREAS, there was filed in the Office of the Zoning Administrator of Madison County, Iowa, a registered land surveyor's plat of a proposed subdivision known as Scenic Ridge Subdivision; and

WHEREAS, the real estate comprising said plat is described as follows:

*The Northeast Quarter (1/4) of Section Twelve (12), in Township Seventy-seven (77) North,
Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except that part thereof
dedeered for highway purposes,*

WHEREAS, there was also filed with said plat a dedication of said plat containing a statement to the effect that the subdivision as it appears on the plat is with the free consent and in accordance with the desire of the proprietors, Scenic Ridge

WHEREAS, said plat was accompanied by a complete abstract of title and an opinion from an attorney at law showing that title in fee simple is in said proprietor and that the platted land is free from encumbrance and A Certified statement from the Treasurer of Madison County, Iowa, that said platted land is free from taxes.

WHEREAS, the Board of Supervisors, Madison County, Iowa, finds that said plat conforms to the provisions of the Zoning Ordinance of Madison County, Iowa, and that the plat, papers and documents presented therewith should be approved by the Board of Supervisors, and that said plat, known as Scenic Ridge, should be approved by the Board of Supervisors, Madison County, Iowa.

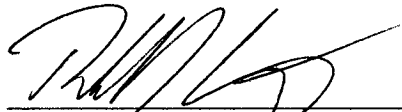
NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, Madison County, Iowa:

1. That said plat, known as Scenic Ridge Subdivision, prepared in connection with said plat and subdivision is hereby approved.

2. The Zoning Administrator of Madison County, Iowa, is hereby directed to certify this resolution which shall be affixed to said plat to the County Recorder of Madison County, Iowa, and attend to the filing and recording of the plat, papers and documents which should be filed and recorded in connection therewith.

DATED at Winterset, Iowa this 26 day of APRIL 2022.

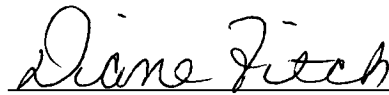
Madison County Board of Supervisors



Phil Clifton, Chairman

☒ Aye

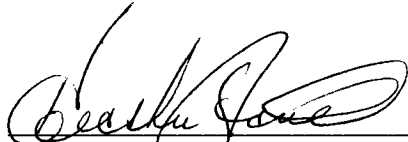
☐ Nay



Diane Fitch, Supervisor

☒ Aye

☐ Nay



Heather Stanell, Supervisor

☒ Aye

☐ Nay

Attest: 

Shelley Kaster
Madison County Auditor

Preparer; When recorded, Return to: Brett T. Osborn, 974 - 73rd Street, Suite 16, West Des Moines, IA 50265 (515) 223-6000

**AFFIDAVIT RE:
AGREEMENT BETWEEN DEVELOPER & COUNTY ENGINEER REGARDING
ROADS AND DRIVEWAYS**

STATE OF IOWA, COUNTY OF MADISON, SS:

KNOW ALL MEN BY THESE PRESENTS:

Scenic Ridge Holdings, LLC, being the ultimate developer of Scenic Ridge, if approved by the Madison County Board of Supervisors, and all other conditions are met, agrees to the below related to Roads and Driveways for the following described real estate, to-wit:

THE NORTHEAST QUARTER (1/4) OF SECTION TWELVE (12) IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, EXCEPT THAT PART THEREOF DEEDED FOR HIGHWAY PURPOSES;

To be known as: **Scenic Ridge, an Official Plat, Madison County, Iowa;**

1. The subdivider shall be responsible for the installation and or construction of all improvements required by the Madison County Subdivision Regulations (Ordinance) and shall warrant the design, material, and workmanship of such improvements, installation and-or construction for a period of two (2) years from and after completion. The agreement assures the expedient repair or replacement of defective improvements under warranty and shall indemnify the county from all costs or losses resulting from or contributed to such defective improvements.
2. The subdivider acknowledges that where the subdivider elects to complete the required improvements in portions of the platted area after the approval of the final plat, no building permit shall be issued until the improvements required in Section 5 of the Ordinance have been completed.
3. The subdivider understands that the improvements described in Section 5 of the Ordinance, if and when installed will be in accordance with the specifications required by the

Ordinance. All improvements shall be inspected as indicated and supporting documents shall be submitted as required.

4. The subdivider acknowledges that The Board of Supervisors may waive the requirements of the Ordinance for the construction and installation of some or all of the improvements in cases of resubdivisions where only the size, shape, or arrangement of the lots is being changed: provided however, such waivers shall be limited to existing improvements in good repair as determined by the County Engineer. Improvements not existing or in poor repair shall be made to meet the requirements of this Ordinance.

IN WITNESS WHEREOF, Scenic Ridge Holdings, LLC, has executed this document on the 6 day of April, 2022.

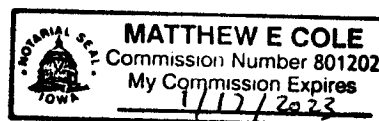
SCENIC RIDGE HOLDINGS, LLC

By: [Signature]
Marc McCartney, Manager

STATE OF IOWA)
)ss
COUNTY OF Dallas)

Subscribed and sworn to before me this 6th day of April, 2022.

[Signature]
NOTARY PUBLIC - STATE OF IOWA



Preparer; When recorded, Return to: Brett T. Osborn, 974 - 73rd Street, Suite 16, West Des Moines, IA 50265 (515) 223-6000

AFFIDAVIT RE FENCES

STATE OF IOWA, COUNTY OF MADISON, SS:

KNOW ALL MEN BY THESE PRESENTS:

McCartney Trim Corporation, being the purchaser pursuant to a Farm And Land - Offer for Real Estate agreement dated June 29, 2021 for the following described real estate, to-wit:

THE NORTHEAST QUARTER (1/4) OF SECTION TWELVE (12) IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, EXCEPT THAT PART THEREOF DEEDED FOR HIGHWAY PURPOSES;

To be known as: **Scenic Ridge, an Official Plat, Madison County, Iowa;**

The undersigned Purchaser of the Real Estate, having made inspection of the above described property, after being duly sworn on oath, state that this Affidavit concerns the proposed final Plat of Scenic Ridge, Madison County, Iowa. The undersigned Purchaser further states that it has personal knowledge that there is a lawful fence on all necessary boundary lines of the property located within the subdivision.

IN WITNESS WHEREOF, McCartney Trim Corporation, has caused these presents to be executed this 5 day of April, 2022.

By: _____

Marc McCartney, President

STATE OF IOWA)
)ss
COUNTY OF Dallas)

Subscribed and sworn to before me this 5th day of April, 2022.



Brett Glenn
NOTARY PUBLIC - STATE OF IOWA

LAND DISTURBING ACTIVITIES

AFFIDAVIT

Pursuant to section 161A.64, Code of Iowa in consideration for permission to engage in a land disturbing activity as defined in that statute, and recognizing that the agency authorized by that statute to receive and file this affidavit will rely on the statements I make herein, I, McCartney Trim Corporation, being first duly sworn under oath, do solemnly swear to affirm that:
if successful at acquiring

I plan to engage in the following land disturbing activity: Grading activity to construct streets and ditches plus associated utilities related to a housing subdivision.

The established starting date is 5-1-2022. The estimated completion date is 12-31-2022.

The land disturbing activity will occur on lands under my control, which lands are legally described as: See attached.

As owner or occupant of land described above, I am aware that I must establish and maintain soil conservation practices as necessary to meet the soil loss limits established by the Madison County Soil and Water Conservation District, pursuant to sections 161A.43 and 161A.44, Code of Iowa.

I am aware that the soil loss limit regulations prohibit sediment from leaving the site in excess of 1.5 tons per acre per year. The land disturbing activities described above will be conducted in a manner that will insure compliance with the soil loss limit regulations.

Upon filing this affidavit, I am given authority to start the land disturbing activity. I also assume responsibility for all land disturbing activities conducted on this property by myself or other people or entities I represent. This authority covers only the land and land disturbing activity described above.

I am the (underline as appropriate) owner of the land, authorized officer of corporate owner, partner, other _____ (specify) and have full authority to enter into this agreement on behalf of _____ (self or name of entity) and to fully bind _____ (self or name of entity) to comply with the representations contained herein.

CORPORATE SEAL:

[Signature]
Name

Official title: Pres.

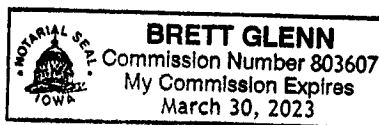
On behalf of: McCartney Trim Corporation
Name of entity seeking permission to
engage in land disturbing agreement

If a corporation has not adopted a corporate seal, the affiant shall so state: "I hereby certify that the above-named corporation has not adopted a corporate seal."

Subscribed and sworn to before me on this 5th day of April, 2022

Name and office

[Signature]
Notary Public in and for State of Iowa



013-0003

Legal description

The Northeast Quarter (1/4) of Section Twelve (12), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except that part thereof deeded for highway purposes.



Bond # 5957134

PERFORMANCE BOND

The American Institute of Architects,
AIA Document No. A312 (December, 1984 Edition)
Any singular reference to Contractor, Surety, Owner or other
party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Holzworth Construction
1730 All State Court
West Des Moines, IA 50265
CONSTRUCTION CONTRACT

Date: 04/25/2022

Amount: \$934,000.00

Description (Name and Location): New Concrete Road at Scenic Ridge of DeSoto, IA

OWNER (Name and Address):
Scenic Ridge Holdings, LLC
22351 360th Street
DeSoto, IA 50069

SURETY (Name and Principal Place of Business):
Old Republic Surety Company
445 S. Moorland Road, Suite 200
Brookfield, WI 53005



BOND

Date (Not earlier than Construction Contract Date): 04/25/2022

Amount: \$934,000.00

Modifications to this Bond:

☒ None

☐ See Page 2

CONTRACTOR AS PRINCIPAL

Company: Holzworth Construction (Corporate Seal)

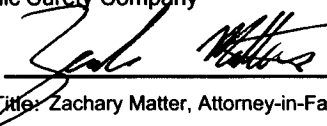
Signature: 
Name and Title: Victor Holzworth

(Any additional signatures appear on page 2.)

(FOR INFORMATION Only- Name, Address and Telephone)
AGENT or BROKER:

SURETY

Company: Old Republic Surety Company (Corporate Seal)

Signature: 
Name and Title: Zachary Matter, Attorney-in-Fact

OWNER'S REPRESENTATIVE (Architect, Engineer or other
party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default/ the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and Surety have received notice as provided in Subparagraph 3.1; and

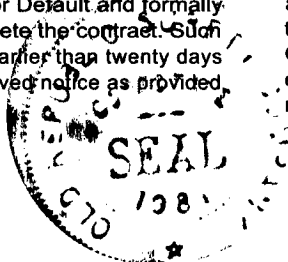
3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or



4.4 Waive its right to perform and complete, arrange for completion, Or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its Obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL Company: _____	(Corporate Seal)	SURETY Company: _____	(Corporate Seal)
Address: _____		Address: _____	

Name and Title: _____	Name and Title: _____
Signature: _____	Signature: _____



accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

Surety: Old Republic Surety Company

Bond No: 5957134

**MULTIPLE
ADD OBLIGEE RIDER**

It is hereby understood and agreed that this rider shall become a part of Bond Number 5957134
issued by Old Republic Surety Company hereinafter called Surety, in favor of
Scenic Ridge Holdings, LLC

hereafter called Obligee on behalf of Holzworth Construction, hereafter called Principal.

The following obligee(s) shall be added to this bond: Madison County, Iowa with an office located at 201 West Court, Winterset, IA 50273

(use reverse for additional obligees).

Further, the Principal and Surety shall not be liable to the obligees, or either/any of them, in the aggregate in excess of the penal sum stated in the attached bond.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

Signed, sealed and dated to be effective on the effective date of the attached bond.

Holzworth Construction
Principal (Typed)

Old Republic Surety Company
Surety (Typed)

By: NV owner 04/25/22
Title Date
By: [Signature] 04/25/2022
Title Date
Attorney in Fact

Accepted: Scenic Ridge Holdings, LLC
Obligee (Typed)

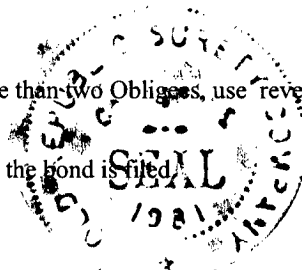
By: _____
Title Date

Accepted: Madison County, IA
Obligee (Typed)

By: _____
Title Date

NOTE: All Obligees must sign this rider. If more than two Obligees, use reverse side for additional signatures.

For use when additional obligees are added, after the bond is filed.





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **RYAN O. SWALVE, ZACHARY MEFFERD, ZACHARY MATTER, SAMRAGYEE GYAWALI** of WEST DES MOINES, IA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21st day of January, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21st day of January, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

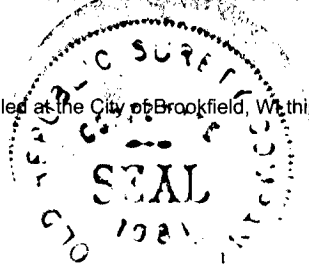
40-0605



Signed and sealed at the City of Brookfield, WI, this

25 day of April, 2022

Karen J. Haffner
Assistant Secretary



ORSC 22262 (3-06)

ZIP BONDS

AIA[®] Document A312[™] – 2010

Performance Bond

Bond No. 30158771

CONTRACTOR:

(Name, legal status and address)

McAninch Corporation

100 E. Grand Avenue, Suite 350
Des Moines, IA 50309

OWNER:

(Name, legal status and address)

Scenic Ridge Holdings, LLC

22351 360th Street
DeSoto, IA 50069

CONSTRUCTION CONTRACT

Date: April 13, 2022

Amount: One Million Thirty-nine Thousand Eight Hundred Seventy And 88/100
(\$1,039,870.88)

Description:

(Name and location) Scenic Ridge

SURETY:

(Name, legal status and principal place
of business) Western Surety Company

151 N Franklin Street
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: April 25, 2022

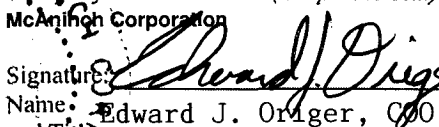
(Not earlier than Construction Contract Date)

Amount: One Million Thirty-nine Thousand Eight Hundred Seventy And 88/100
(\$1,039,870.88)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

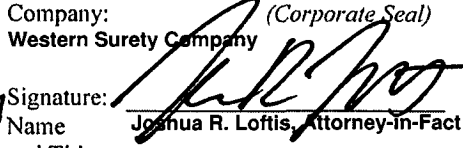
Company: (Corporate Seal)
McAninch Corporation

Signature: 
Name: Edward J. Origer, CEO
and Title

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)
Western Surety Company

Signature: 
Name: Joshua R. Loftis, Attorney-in-Fact
and Title

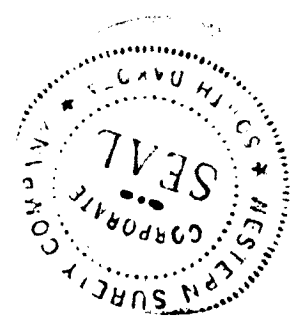
(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

CSDZ, LLC
1600 Aspen Commons, Suite 990
Middleton, WI 53562

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A312™ – 2010. The American Institute of Architects.

AIA[®] Document A312[™] – 2010

Payment Bond

Bond No. 30158771

CONTRACTOR:

(Name, legal status and address)
McAninch Corporation

100 E. Grand Avenue, Suite 350
Des Moines, IA 50309

OWNER:

(Name, legal status and address)
Scenic Ridge Holdings, LLC

22351 360th Street
DeSoto, IA 50069

CONSTRUCTION CONTRACT

Date: April 13, 2022

Amount: **One Million Thirty-nine Thousand Eight Hundred Seventy And 88/100**
(\$1,039,870.88)

Description:

(Name and location) Scenic Ridge

SURETY:

(Name, legal status and principal place
of business) Western Surety Company

151 N Franklin Street
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: April 25, 2022

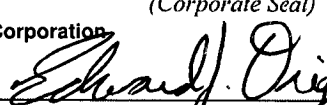
(Not earlier than Construction Contract Date)

Amount: **One Million Thirty-nine Thousand Eight Hundred Seventy And 88/100**
(\$1,039,870.88)

Modifications to this Bond: ☒ None ☐ See Section 18

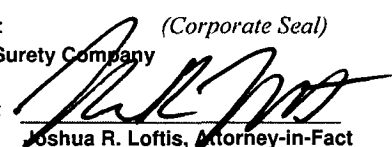
CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
McAninch Corporation

Signature: 
Name: Edward J. Origer, COO
and Title:

SURETY

Company: (Corporate Seal)
Western Surety Company

Signature: 
Name: Joshua R. Loftis, Attorney-in-Fact
and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

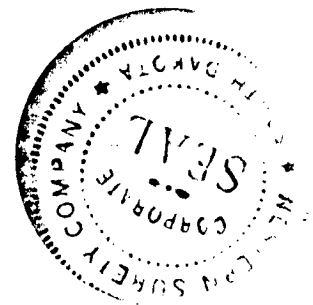
(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

CSDZ, LLC
1600 Aspen Commons, Suite 990
Middleton, WI 53562

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

DUAL OBLIGEE RIDER

To be attached to and form a part of Bond No. **30158771**

on behalf of: **McAninch Corporation**

given to: **Scenic Ridge Holdings, LLC**

for: **Scenic Ridge**

Consent is hereby given by the Principal, Surety and the Owner, to include the name(s) of:

Madison County
201 West Court, Winterset, IA 50273

as additional Obligee(s) under this bond.

The foregoing, however, is subject to the following further provisions:

1. The Surety shall not be liable under this bond to the Obligees or any of them unless the said Obligees or any of them shall make payment to the Principal strictly in accordance with the terms of the contract as to payment, and shall perform all the other obligations to be performed under the contract at the time and in the manner therein set forth.
2. The aggregate liability of the Surety under said bond to the said Obligees, as their interests may appear, is limited to the penal sum of the said bond, and provided further, that the Surety may, at its option, make any payments under said bond on check issued jointly to the said Obligees.

Signed, sealed and dated this 25th day of April

McAninch Corporation

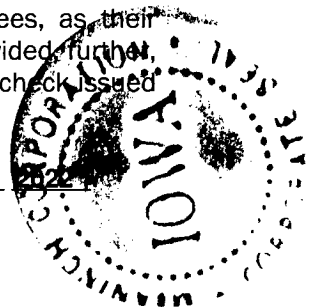
By: Edward J. Origer

, Edward J. Origer, C.O.O.

Western Surety Company

By: Joshua R. Loftis

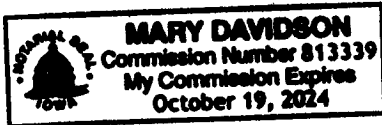
Joshua R. Loftis, Attorney-in-Fact



CORPORATE ACKNOWLEDGMENT

State of Iowa)
) ss
County of Polk)

On this 25th day of April 2022, before me appeared Edward J. Origer, to me personally known, who, being by me duly sworn, did say that he/she is the Chief Operating Officer of McAninch Corporation, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Edward J. Origer acknowledged said instrument to be the free act and deed of said corporation.

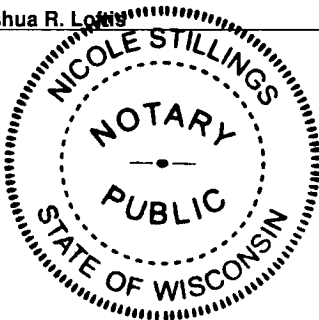


Mary Davidson
Notary Public Polk County, Iowa
My commission expires 10/19/24

SURETY ACKNOWLEDGMENT

State of Wisconsin)
) ss
County of Dane)

On this 25th day of April 2022, before me appeared Joshua R. Loftis, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Western Surety Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Joshua R. Loftis acknowledged said instrument to be the free act and deed of said corporation.



Nicole Stillings
Notary Public Dane County, Wisconsin
My commission expires 9/19/2022

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

R. W. Frank, Nicole Stillings, Rachel Thomas, Joshua R. Loftis, Ted Jorgensen, Sandra M. Engstrum, Melinda C. Blodgett, R. C. Bowman, Brian J. Oestreich, Lin Ulven, Emily White, Nathan Weaver, C. White, Individually

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of December, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

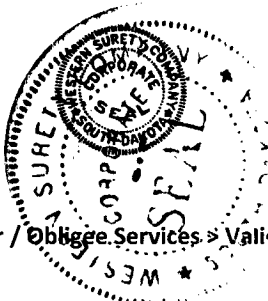
March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of April 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

INDEX LEGEND
COUNTY: MADISON
SEC. 12 TOWNSHIP 77N RANGE 28W
ALLOT PART: NE 1/4
SUBDIVISION NAME: SCENIC RIDGE
CITY: WINTERSET
OWNER: MRS. MCCARTNEY
SURVEYOR NAME: VINCE PRIGENTIN

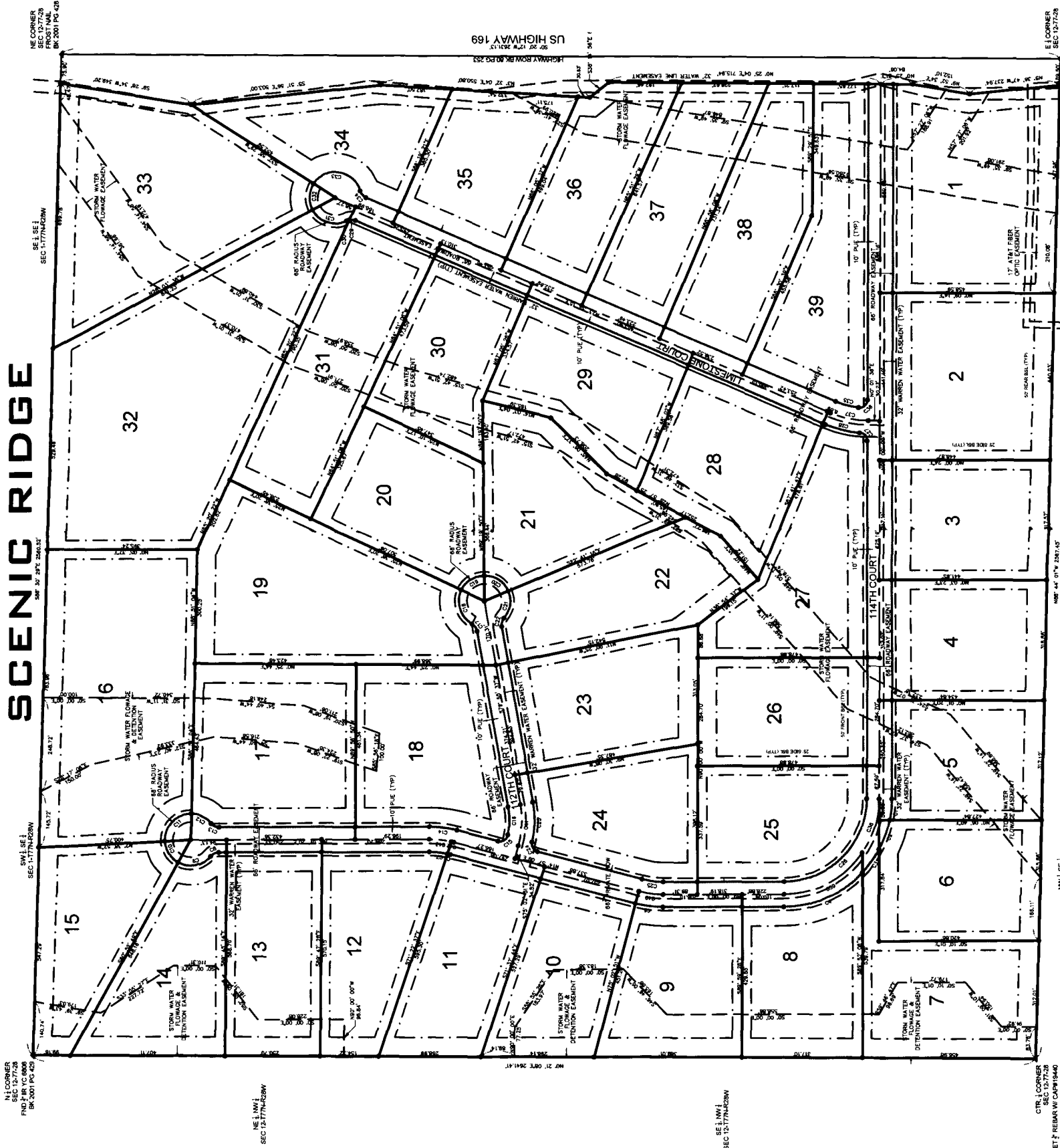
FINAL PLAT
SCENIC RIDGE

Document 2022 1277

Book 2022 Page 1277 Type 06 044 Pages 77
Date 5/02/2022 Time 2:36:12PM
Rec Amt \$387.00 Aud Amt \$5.00

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

INDX
ANNO
SCAN
CHEK



LEGAL DESCRIPTION
THE NORTHEAST QUARTER (1/4) OF SECTION TWENTY EIGHT (28) IN TOWNSHIP SEVEN (7) NORTH, RANGE TWENTY EIGHT (28) WEST, MADISON COUNTY, IOWA, BEING THAT PART THEREOF DESCRIBED FOR THE PURPOSES.
SAND PAGES: CONTAINS 15.28 ACRES

IOWA ONE CALL
CALL 800-252-5555
WWW.IOWAONECALL.COM

WATER
MADISON COUNTY

- SURVEYOR'S NOTES**
- 1) THE EXISTING AND PROPOSED ZONING IS AGRICULTURAL.
 - 2) THE EXISTING AND PROPOSED ZONING IS AGRICULTURAL.
 - 3) THE EXISTING AND PROPOSED ZONING IS AGRICULTURAL.
 - 4) THE EXISTING AND PROPOSED ZONING IS AGRICULTURAL.
 - 5) THE EXISTING AND PROPOSED ZONING IS AGRICULTURAL.
 - 6) THE EXISTING AND PROPOSED ZONING IS AGRICULTURAL.
 - 7) THE EXISTING AND PROPOSED ZONING IS AGRICULTURAL.
 - 8) THE EXISTING AND PROPOSED ZONING IS AGRICULTURAL.
 - 9) THE EXISTING AND PROPOSED ZONING IS AGRICULTURAL.
 - 10) THE EXISTING AND PROPOSED ZONING IS AGRICULTURAL.

STANDARD LEGEND

- FOUND PROPERTY CORNER
- SET PROPERTY CORNER
- FOUND SECTION CORNER
- SET SECTION CORNER
- SET LINE OF ROAD
- PLAT BOUNDARY LINE
- RIGHT OF WAY ROW
- BLDG. SETBACK LINE (BSL)
- PUBLIC UTILITY EASEMENT (PUE)
- EASEMENT LINE
- RED PLASTIC CAP
- CENTERLINE

VELOCITY MAP

NE 1/4, SEC. 12, T77N, R28W

PROJECT INFORMATION:

OWNER: MRS. MCCARTNEY
PROJECT: SCENIC RIDGE
DATE: 5/2/2022
SCALE: 1" = 40'

PROJECT BULK REGULATIONS:

MAX. LOT AREA	MAX. LOT AREA
150,000 SQ. FT.	150,000 SQ. FT.
MIN. FRONT BLDG. SETBACK	25'
MIN. SIDE BLDG. SETBACK	25'
MIN. REAR BLDG. SETBACK	25'
MAX. BUILDING HEIGHT	35'

REFERENCE STATEMENT:
THIS PLAT WAS PREPARED BY THE SURVEYOR AND IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND EASEMENTS. THE SURVEYOR HAS BEEN ADVISED BY THE OWNER OF THE LAND AND EASEMENTS AND HAS BEEN ADVISED OF THE EXISTING AND PROPOSED ZONING AND THE EXISTING AND PROPOSED EASEMENTS. THE SURVEYOR HAS BEEN ADVISED OF THE EXISTING AND PROPOSED EASEMENTS AND HAS BEEN ADVISED OF THE EXISTING AND PROPOSED EASEMENTS.

ABACI CONSULTING, INC.
CIVIL ENGINEERING - LAND SURVEYING
3000 E. OMAHA BLVD.
DES MOINES, IA 50314

PROJECT NO: 21258
DRAWN BY: CA
DESIGNED BY: CA
REVIEWED BY: NO
ISSUE DATE: 2/28/2022

FINAL PLAT
SCENIC RIDGE
MADISON COUNTY, IOWA

SHEET NO: 1 of 6

SCENIC RIDGE

Parcel Area Table			
Parcel #	Gross Area	ROW Area	Net Area
1	5.74 ACRES	0.42 ACRES	5.32 ACRES
2	4.59 ACRES	0.33 ACRES	4.26 ACRES
3	3.24 ACRES	0.24 ACRES	3.00 ACRES
4	3.19 ACRES	0.24 ACRES	2.95 ACRES
5	3.14 ACRES	0.24 ACRES	2.90 ACRES
6	3.09 ACRES	0.03 ACRES	3.06 ACRES
7	3.56 ACRES	0.07 ACRES	3.49 ACRES
8	3.28 ACRES	0.26 ACRES	3.02 ACRES
9	3.27 ACRES	0.21 ACRES	3.06 ACRES
10	3.05 ACRES	0.20 ACRES	3.85 ACRES
11	3.28 ACRES	0.19 ACRES	3.09 ACRES
12	3.26 ACRES	0.26 ACRES	3.00 ACRES
13	3.27 ACRES	0.19 ACRES	3.08 ACRES
14	3.27 ACRES	0.13 ACRES	3.14 ACRES
15	3.16 ACRES	0.05 ACRES	3.11 ACRES
16	7.07 ACRES	0.09 ACRES	6.98 ACRES
17	4.55 ACRES	0.36 ACRES	4.19 ACRES
18	4.44 ACRES	0.69 ACRES	3.75 ACRES
19	5.87 ACRES	0.19 ACRES	5.68 ACRES
20	3.21 ACRES	0.06 ACRES	3.15 ACRES
21	3.43 ACRES	0.06 ACRES	3.37 ACRES
22	3.51 ACRES	0.18 ACRES	3.33 ACRES
23	3.56 ACRES	0.22 ACRES	3.34 ACRES
24	3.48 ACRES	0.52 ACRES	2.96 ACRES
25	3.40 ACRES	0.52 ACRES	2.88 ACRES
26	3.13 ACRES	0.22 ACRES	2.91 ACRES
27	4.32 ACRES	0.56 ACRES	3.76 ACRES
28	3.69 ACRES	0.29 ACRES	3.40 ACRES
29	3.65 ACRES	0.35 ACRES	3.30 ACRES
30	3.10 ACRES	0.20 ACRES	2.90 ACRES
31	4.41 ACRES	0.19 ACRES	4.22 ACRES
32	9.31 ACRES	0.11 ACRES	9.20 ACRES
33	6.60 ACRES	0.06 ACRES	6.54 ACRES
34	3.03 ACRES	0.24 ACRES	2.79 ACRES
35	3.16 ACRES	0.23 ACRES	2.93 ACRES
36	3.13 ACRES	0.18 ACRES	2.95 ACRES
37	3.42 ACRES	0.17 ACRES	3.25 ACRES
38	3.75 ACRES	0.18 ACRES	3.57 ACRES
39	4.66 ACRES	0.94 ACRES	3.72 ACRES

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	TANGENT
C1	56.49	283.00	11°26'15"	S84° 16' 53"E	28.34
C2	81.54	283.00	16°30'30"	N70° 18' 30"W	41.05
C3	75.98	283.00	15°22'58"	S54° 21' 47"E	38.22
C4	230.52	283.00	46°40'18"	S23° 20' 08"E	122.09
C5	73.85	283.00	14°57'09"	N7° 28' 34"E	37.14
C6	8.68	217.00	21°7'34"	S13° 48' 22"W	4.34
C7	47.86	217.00	12°38'15"	S6° 20' 28"W	24.03
C8	23.95	27.00	50°50'01"	N25° 23' 40"W	12.83
C9	94.85	68.00	79°55'16"	N10° 51' 02"W	56.96
C10	69.12	68.00	58°14'29"	N58° 13' 51"E	37.88
C11	111.33	68.00	93°48'30"	S45° 44' 39"E	72.68
C12	58.98	68.00	49°41'44"	N26° 00' 28"E	31.49
C13	23.95	27.00	50°50'01"	N25° 26' 19"E	12.83
C14	73.74	283.00	14°55'49"	S7° 29' 14"W	37.08
C15	34.31	20.00	98°16'41"	S32° 44' 24"E	23.12
C16	73.89	217.00	19°30'37"	N89° 40' 56"E	37.31
C17	23.95	27.00	50°50'01"	N54° 30' 38"E	12.83
C18	102.71	68.00	86°32'42"	N72° 21' 59"E	64.02
C19	75.59	68.00	63°41'30"	N32° 30' 55"W	42.24
C20	80.68	68.00	67°58'54"	N33° 19' 17"E	45.85
C21	75.30	68.00	63°26'53"	S80° 57' 49"E	42.04
C22	23.95	27.00	50°50'01"	S74° 39' 24"E	12.83
C23	106.66	283.00	21°35'41"	N89° 16' 32"W	53.97
C24	29.87	20.00	85°35'19"	S57° 43' 50"W	18.51
C25	56.63	217.00	14°57'09"	S7° 28' 34"W	28.48
C26	340.86	217.00	90°00'00"	S45° 00' 00"E	217.00
C27	31.96	20.00	91°34'14"	S47° 10' 04"W	20.55
C28	93.87	283.00	19°00'17"	S14° 02' 06"W	47.37
C29	17.29	27.00	36°41'33"	S5° 11' 30"W	8.95
C30	23.95	27.00	50°50'02"	N1° 52' 44"W	12.83
C31	105.91	68.00	89°14'06"	S17° 19' 18"W	67.10
C32	72.44	68.00	61°02'07"	S87° 32' 35"E	40.06
C33	155.94	68.00	131°23'41"	N8° 40' 19"E	150.58
C34	23.96	27.00	50°50'15"	N48° 57' 21"E	12.83
C35	63.89	217.00	16°52'07"	N15° 06' 11"E	32.18
C36	33.74	20.00	96°40'03"	N41° 39' 58"W	22.47
C37	102.59	250.00	23°30'39"	S11° 46' 56"W	52.02
C38	151.04	250.00	34°36'59"	N72° 41' 31"W	77.91
C39	241.66	250.00	55°23'01"	N27° 41' 31"W	131.21
C40	65.24	250.00	14°57'08"	N7° 28' 34"E	32.81
C41	109.19	250.00	25°01'31"	S87° 33' 37"E	55.48
C42	6.56	250.00	1°30'11"	N14° 12' 03"E	3.28
C43	58.59	250.00	1°25'38"	N6° 44' 09"E	29.43

DRAWING SCALE:

0150
SCALE: 1"=150'
(ALWAYS CHECK AGAINST BM SCALE)

ABACI CONSULTING, INC.
CIVIL ENGINEERING - LAND SURVEYING
3000 W. JAMES ST. SUITE 100
DUBLUKE, IA 52001
PH: 563.586.0000

PROJECT NO: 21256
DRAWING FILE NO: 21256PP
DRAWN BY: SK
CHECKED BY: NO
REVIEWED BY: NO
ISSUE DATE: 2/28/2022

FINAL PLAT

REVISIONS SCHEDULE:

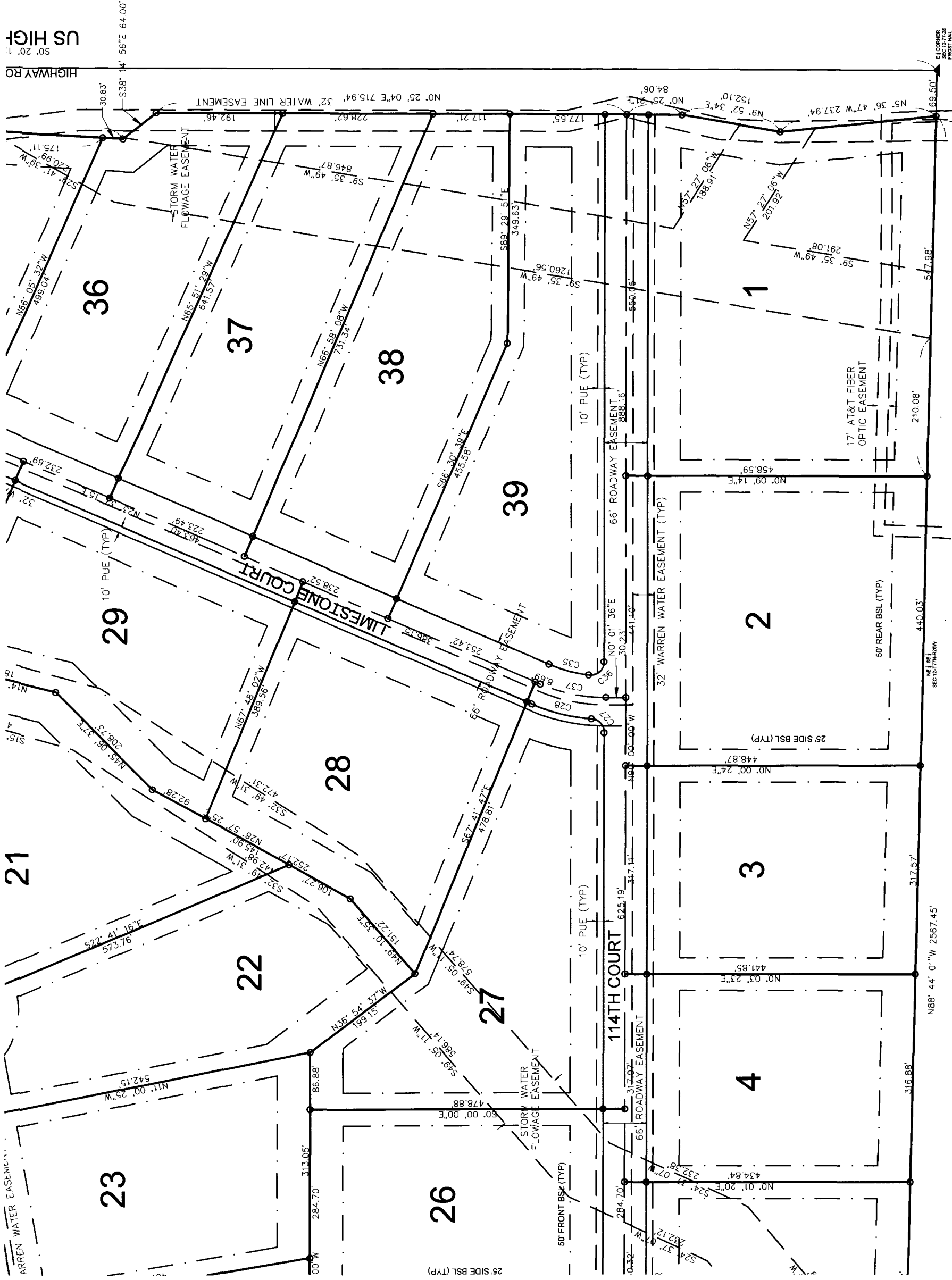
SHEET NO:

MADISON COUNTY, IOWA

2 of 6

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FINAL PLAT
SCENIC RIDGE



ABACI CONSULTING, INC.

CIVIL ENGINEERING - LAND SURVEYING

PROJECT NO: 21258

DRAWING FILE NO: 21258PP

DRAWN BY: JAC

DESIGNED BY: JAC

REVIEWED BY: JAC

ISSUE DATE: 2/26/2022

DRAWING SCALE:

0

150

SCALE: 1" = 150'

ALWAYS CHECK AGAINST BAR SCALE!

N

REVISIONS SCHEDULE:

FINAL PLAT

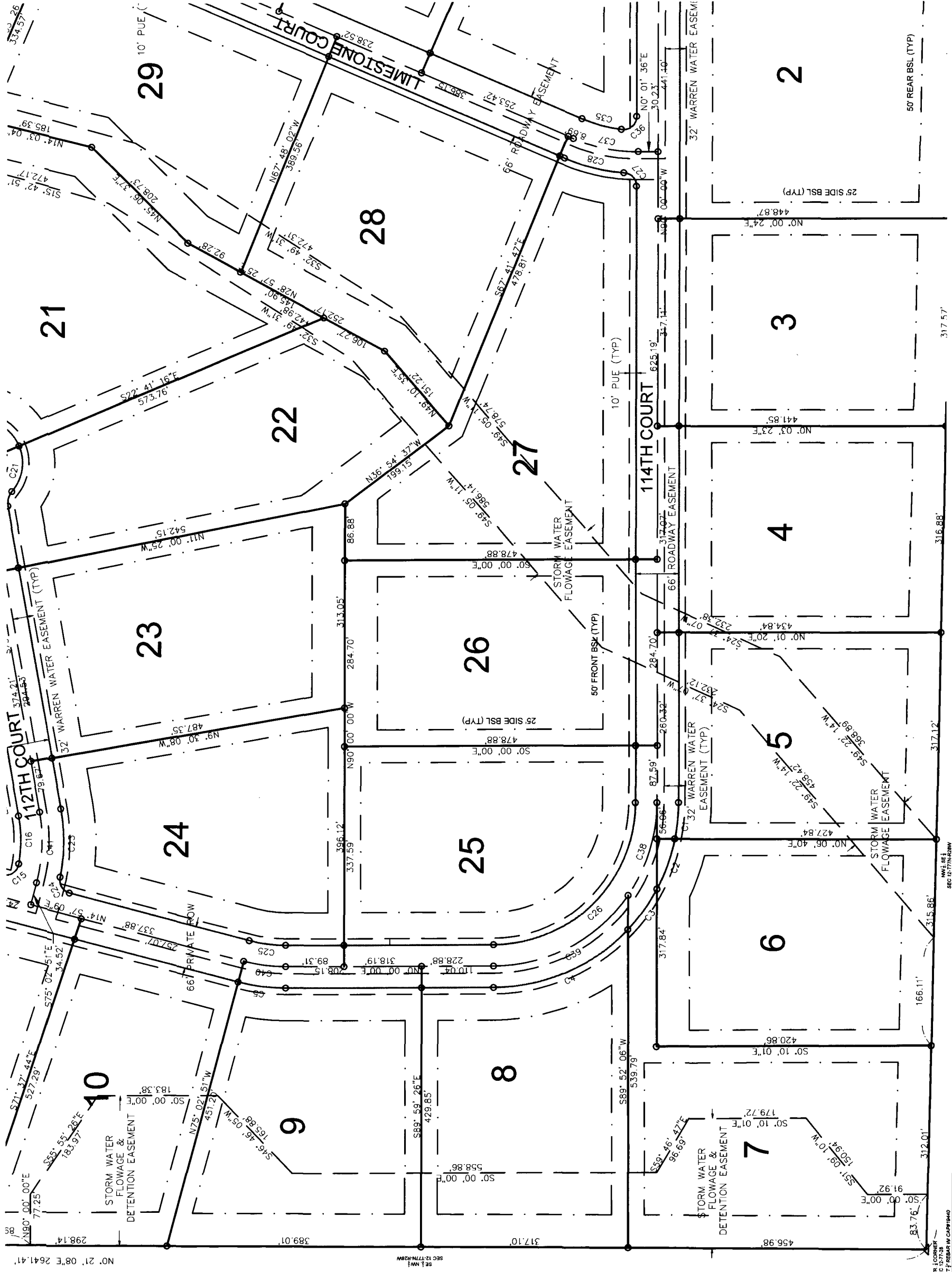
SCENIC RIDGE

MADISON COUNTY, IOWA

SHEET NO: 3 of 6

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FINAL PLAT

**REVISIONS SCHEDULE:**

FINAL PLAT

SCENIC RIDGE

MADISON COUNTY, IOWA

SHEET NO:

4 of 6

CTR. 1 CORNER
SEC 12.77-28
SET 1" REBAR W/ CAPS 19440

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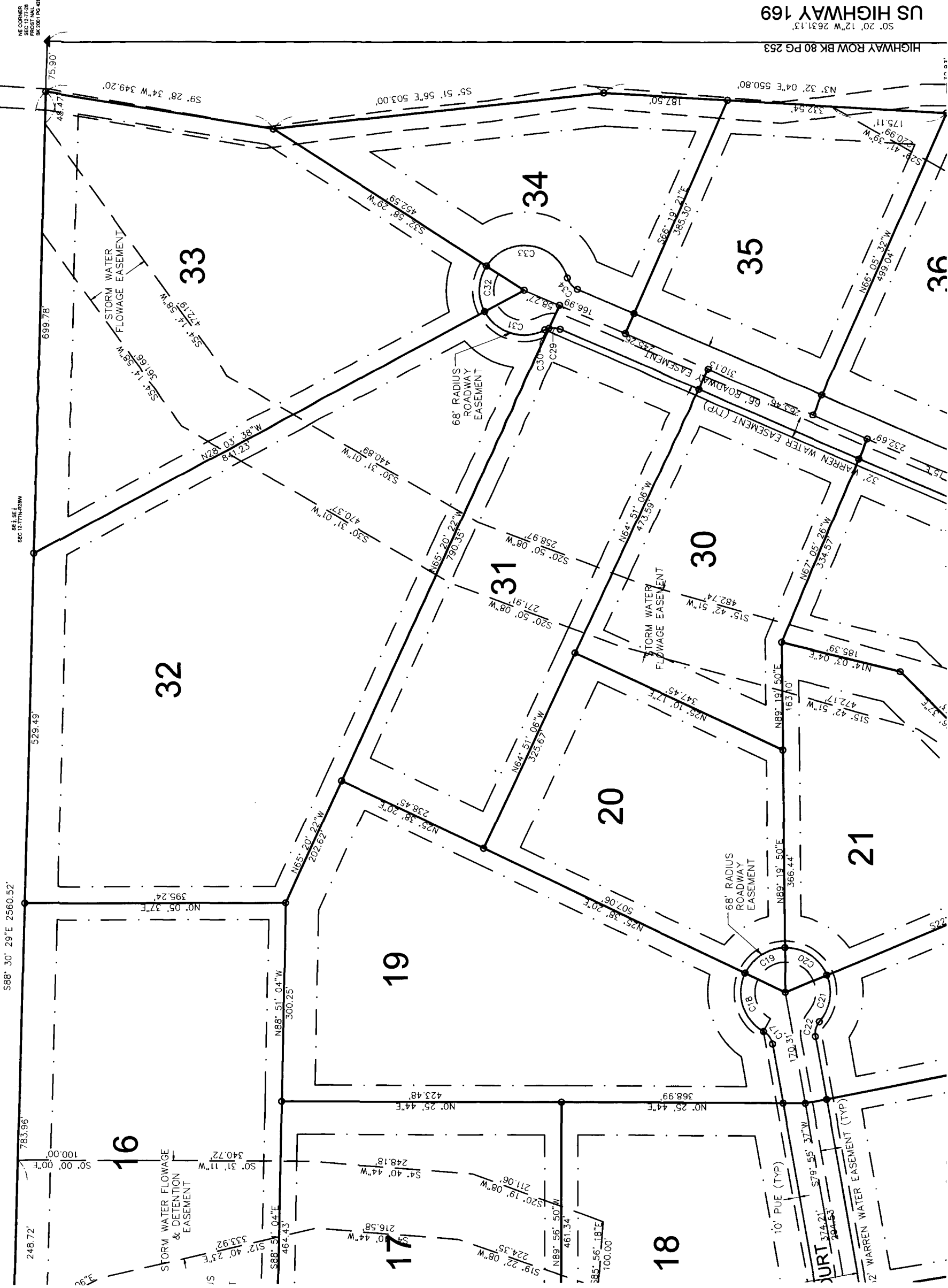
FINAL PLAT



PROJECT NO:	21258
DRAWING FILE NO:	21258FP
DRAWN BY:	SA
DESIGNED BY:	NM
REVIEWED BY:	MD
ISSUE DATE:	2/28/2022

REVISIONS SCHEDULE:

FINAL PLAT
SCENIC RIDGE



NE CORNER
OF SECTION 16
FRONT NAIL
BK 2001 PG 428

US HIGHWAY 169
S0° 20' 12" W 2631.13'
HIGHWAY ROW BK 80 PG 253

ABACI CONSULTING, INC.
CIVIL ENGINEERING - LAND SURVEYING
3000 DE GRADY BLVD
MADISON, WI 53704
PH: (608) 261-0000

PROJECT NO.: 21508
DRAWING FILE NO.: 21508PP
DRAWN BY: SA
DESIGNED BY: MM
REVIEWED BY: MD
ISSUE DATE: 2/25/2022

FINAL PLAT

SCENIC RIDGE
MADISON COUNTY, IOWA

SHEET NO.: 6 OF 6

DRAWING SCALE:
1" = 100'
0 150

SCALE: 1" = 100'
ALWAYS CHECK AGAINST BAR SCALE!

REVISIONS SCHEDULE: