



Document 2023 335

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BRANDY MACUMBER, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

**AMENDED AND SUBSTITUTED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
HOLLIWELL VALLEY SUBDIVISION  
MADISON COUNTY, IOWA  
Recorder's Cover Sheet**

**Preparer Information:** Mark L. Smith, 101 1/2 W. Jefferson, Winterset, IA 50273, Phone:  
515-462-3731

**Taxpayer Information:** Tracy Herrick, 2223 Holliwell Valley Court, Winterset, IA 50273

**Return Document To:** Mark L. Smith, 101 1/2 W. Jefferson, Winterset, IA 50273

**Grantors:**  
See Page 2

**Grantees:**  
See Page 2

**Legal Description:**  
See Page 2

**Document or instrument number if applicable:**

**AMENDED AND SUBSTITUTED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
HOLLIWELL VALLEY SUBDIVISION  
MADISON COUNTY, IOWA**

We, all of the owners of Holliwell Valley Subdivision, hereinafter referred to as “Declarants”, are now the fee simple owners and record titleholders of the following-described real estate:

SEE EXHIBIT “A” ATTACHED HERETO.

which real estate has been platted as Holliwell Valley Subdivision, Madison County, Iowa.

Said owners do hereby impose and subject said real estate to certain regulations, covenants, restrictions and easements as to the use and occupancy thereof, as follows:

**ARTICLE I.**

**Definitions**

Section 1. “Association” shall refer to the Holliwell Valley Subdivision Homeowners’ Association, which shall be a non-profit residential real estate management association, its successors and assigns.

Section 2. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, except that a vendee in possession under a recorded contract of sale of any lot shall be considered the owner rather than the contract seller being the owner. Those having an interest merely as security for the performance of an obligation shall not be considered an owner.

Section 3. “Properties” shall mean and refer to that certain real property hereinbefore described and such additional real property which includes lots or plats as may hereafter become subject by covenants of record to assessment by the Association or hereinafter become Common

Area.

Section 4. "Common Area" shall mean and refer to the roadway, including the improvements thereon, ownership of which shall be retained by the Association for the common use and enjoyment of the owners, the legal description of which is attached hereto and by this reference made a part hereof, marked Exhibit "B". The Common Area shall also be all portions of paving, rock roads, and utilities located in the Common Area. The Common Area and any improvements thereon shall be conveyed to the Association.

Section 5. "Lots" shall mean and refer to the numbered lots as shown upon any Plats within the Property.

Section 6. "Association Responsibility Elements" shall mean the following, whether located upon a "Lot" or upon the "Common Area": (a) The access roads constructed by the Declarant or the Association and owned by the Association. (b) Conduits, ducts, plumbing, wiring, pipes and other facilities located on the above roads which are carrying any service to any "Lot". (c) Street signs owned by the Association, including such signs located on property owned by Madison County, Iowa.

## ARTICLE II.

### Property Rights and Maintenance

Section 1. Owners' Easements and Enjoyment. Every Owner shall have a right and easement and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Board of Directors of the Association to dedicate or transfer any part of the Common Area to any public agency, authority or utility for such purposes. No such dedication or transfer by the Board of Directors shall be effective unless an instrument agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family or his tenants.

Section 3. Association Responsibility Elements. No person, other than the owner of a Lot, his or her invitees and other users of the roads, shall have the right to enter upon, use or affect an Association Responsibility Element located adjacent to a Lot except that the Association and its designees may enter the Common Area at reasonable times for the following purposes: (a) Enforcement of any provision of this Declaration or the Articles of Incorporation or the By-Laws of the Association, (b) Mowing and maintenance of grass areas, (c) Snow removal, (d) Inspection, maintenance or repair of any Association Responsibility Element, and (e) For any other reasonable purpose of the Association.

Section 4. Maintenance. The Association shall be responsible for the maintenance of the Common Area and the improvements thereon, as well as the Association Responsibility Elements as herein defined.

### ARTICLE III.

#### Membership and Voting Rights.

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership is mandatory and shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. All owners shall be entitled to one vote in the Association for each Owner. When more than one person holds an interest to any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine; but, in no event, shall more than one vote be cast with respect to any Lot. Any Owner who owns multiple lots shall only be entitled

to one vote.

#### ARTICLE IV.

##### Covenants for Maintenance Assessments.

Section 1.      Creation of Liens and Personal Obligations of Assessments.    The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed thereof, whether or not it shall be so expressed in such deed, is deemed to consent and agree to pay to the Association: (1) Annual assessments or charges; and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, together with interest, costs and reasonable attorney's fees, which shall be a charge upon each Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless expressly assumed by them.

Section 2.      Purpose of Assessments.    The assessments levied by and for the Association shall be used exclusively to promote the health, safety and welfare of the residents of the property and for the improvement and maintenance of the Common Area and the Association Responsibility Elements.

Section 3.      Annual Assessment.    (a) For the period commencing January 1st of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be fixed by the Board of Directors of the Association, after approval by a majority of the Lot Owners.    (b) The Board of Directors shall fix the annual assessment each year thereafter. In order to increase the assessment amount the Board of Directors shall have such increase

approved by a majority of the Lot Owners. If the increase of the assessment is proposed to be more than one hundred dollars (\$100.00), the Board of Directors must have such increase approved by a unanimous vote of the Lot Owners. (c) A Lot shall not be subject to assessment until the first day of the month following the date of possession of such Lot.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, which shall include the surfacing or maintenance of any such roads.

Written notice of any meeting called for the purpose of taking any action authorized under this Section shall be sent to all Members entitled to vote not less than 10 days nor more than 30 days in advance of the meeting. The acts approved by a majority of lot holders present at the meeting shall constitute acts of the members.

Section 6. Uniform Rate of Assessment. Annual assessments, special assessments for capital improvements, and insurance assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except as otherwise specifically provided herein.

Section 7. Date of Commencement of Annual Assessments: Due Dates. Annual assessments shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice by ordinary mail of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth

whether the assessments on a specific Lot have been paid. A properly executed Certificate of the Association as to the status of an assessment on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Insurance and Insurance Assessments. In addition to the annual assessments and special assessments for capital improvements, the Association may levy assessments for insurance purchased by the Association. The Association shall obtain liability and casualty insurance for the Common Area and for the Association Responsibility Elements. This provision shall not relieve any owner of any Lot from obtaining homeowners' liability insurance and casualty insurance for the property of such owner. In the event of a casualty loss upon the Common Area, the Association shall be responsible for the repair and restoration of the Common Area and the Owner shall be responsible for the repair and restoration of any building or improvements on his Lot.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments not paid within 30 days after the due date shall bear interest from the due date at the rate of 12% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Utilities. Each Owner shall be responsible for payment of all utility services to his Lot, including but not limited to, electricity, water, gas, telephone, sewer services, and cable television services. Each Owner, or group of Owners, shall also be responsible for servicing their private mechanical sanitary sewer systems or any other type of sewer system used, per manufacturers or designers recommendations but in no case less than annually, as well

as maintaining same so as to be in compliance with all health, safety and other local, county, state and federal codes, rules, regulations or laws of every kind or nature applicable thereto. Further, each Owner, or group of Owners, shall supply written proof and documentation of the routine maintenance of their respective private mechanical sanity sewer system, or other system used, to the Association, as the Association requires from time to time. If Owner, or group of Owners, does not comply with this requirement, and after written notice by the Association (in the form as set by the Association), the Association may, but is not required to, treat the respective Owner or Owner's sewer system as an "Association Responsibility Element", enter upon the Lot(s), and inspect, service, repair and/or maintain said sewer system as the association sees fit, and charge the cost of same directly to the respective Lot Owner or Owners as a Special Assessment, as elsewhere provided.

Section 11. Assessments for County Related Improvements. Notwithstanding any other provisions of this Article, the Board of Directors may establish an assessment for the maintenance, improvements or reconstruction of street signs, street lights, fences and sidewalks, if necessary, to comply with any directive of Madison County, Iowa.

## ARTICLE V.

### Architectural Control

No alteration of surface drainage be made until the plans and specifications showing the nature, kind, shape, height, material and location of the same have been submitted to and approved in writing as to the topography by the Board of Directors of the Association. In the event said Board of Directors fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. This Article shall not apply to

construction, improvements or alterations made by the Declarant.

## ARTICLE VI.

### Easements

Each Lot is burdened with an easement for surface drainage for the benefit of all other Lots and Common Areas. Each Lot is burdened with easements for public utilities and sidewalks, if the latter is required by Madison County.

## ARTICLE VII.

### Use Restrictions

Section 1. Subjection of the Property to Certain Provisions. The ownership, use, occupation and enjoyment of each Lot and the Common Area shall be subject to the provisions of the By-Laws and Articles of Incorporation of the Association, and this Declaration, all of which provisions irrespective of where set forth or classified, shall have equal status and shall be enforceable and binding as a covenant, condition, restriction or requirement running with the land and shall be binding on or enforceable against each and all Lots and the Owners thereof and their respective assigns, lessees, tenants, occupants and successors in interest.

Section 2. Use of Properties. The use of the Properties shall be in accordance with and subject to the following provisions:

- (a) All lots in said plat shall be used only for single-family residential purposes. No structure shall be erected on any lot except the residential dwelling structure, which shall be at least 1250 square feet in area, a one- to three-car garage and certain accessory buildings provided that accessory buildings other than garages may not be erected in excess of 2000 square feet in area. No mobile homes, earth homes, manufactured homes, or berm homes shall be erected or placed on

any of the lots in Holliwell Valley Subdivision. No hog confinement, nursery or finishing structure, cattle finishing structure, poultry laying or raising houses shall be erected on any of the lots in said Holliwell Valley Subdivision.

- (b) The requirements contained in the Madison County Zoning Ordinance as to lot area, width and yard requirements shall apply to all lots within the subdivision. A setback as shown on the Plat for Holliwell Valley Subdivision shall apply.
- (c) No lot in the plat shall be further subdivided, except that a lot may be divided and sold to or with adjoining lots to increase their size.
- (d) No trailer, basement, tent, shack, garage, barn or other accessory building in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
- (e) No building shall be erected on any building lot unless the design and location is in harmony with the existing structures and locations in the tract and does not violate any of these protective covenants.
- (f) The titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris in the yard area, and shall not engage in any activity which is a nuisance. It shall, however, be permitted to grow native or ornamental grasses and to allow wooded areas to remain in their natural state, so as to decrease the yard size and amount of mowing.
- (g) These use restrictions set forth in this Section 2 of Article VII are to run with the land, and shall be binding on all parties and persons claiming through or under them until September 1, 2043, unless by a vote of the majority of the then owners of the lots, it is agreed to delete and said covenants in whole or in part. No new

or additional covenants shall be added unless all of the owners of the lots in said Holliwell Valley Subdivision agree in writing to any such additional covenants.

- (h) If any person shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, it shall be lawful for any owner of any lot or lots in the subdivision to institute proceedings in law or in equity against the person or persons violation or attempting to violate any such covenants, conditions or restrictions, and to prevent or enjoin him or them from so doing or recover damages for such violation.
- (i) Invalidation of any one of these provisions by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.
- (j) If any lot owner decides to erect a fence upon his lot, the total cost of installation of such fence shall be borne by said lot owner as well as the cost of all future maintenance of the fence. No adjoining lot owner shall be required to participate in the cost of the erection or maintenance of any fence. Any fence erected shall be the sole property of the lot owner and can be removed by such lot owner at his discretion. Nothing in this paragraph shall be deemed to preclude a fencing agreement between adjoining lot owners for erection and maintenance of a common fence; however, for any such common fence agreement to be enforceable upon future lot owners, such fencing agreement must be in writing and filed on record in the Madison County Recorder's office in order to apprise prospective purchasers of their obligations with respect to such fencing.
- (k) With respect to exterior partition fences it shall be the responsibility and obligation of each lot owner to maintain a lawful partition fence separating his lot

from adjoining unplatted real estate.

- (l) Each owner shall be allowed to have up to 10 animals on any lot. The allowable animals shall be any domesticated house pet and any farm animal that is twenty-five pounds or less. Any farm animal that matures and grows to a point that it weighs more than twenty-five pounds, must be removed from the property.
- (m) The Board of Directors of the Association shall have the authority to adopt rules and regulations governing the use Lots at the Common Area and the Association Responsibility Elements. Such rules shall be observed and obeyed by the Owners, their guests, lessees, assigns, and licensees.
- (n) Agents or contractors hired by the Board of Directors of the Association may enter any Lot when necessary in connection with any installation, repair, removal, replacement or inspection of any Association responsibility element, or in connection with landscaping, or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the Owner as practicable.
- (o) An Owner shall be liable to the Association for the expense of any maintenance, repair or replacement to the Common Area or the Association Responsibility Elements rendered necessary by his act, neglect, or carelessness, or by that of his family, guests, employee, agents, or lessee, which liability shall include any increase in insurance rates resulting therefrom.
- (p) Neither the Owners nor the Association nor the use of the Common Area shall interfere with the completion of the contemplated improvements and the sale of the Lots by the Declarant. The Declarant may make such use of the unsold Lots

and the Common Area as may facilitate such completion of sale.

- (q) Police, firemen, emergency units, inspectors and any other public officials or law enforcement agencies shall have the same right of entry onto and the same enforcement powers as to the Common Area as they have with respect to public streets and publicly owned parks and areas.

#### ARTICLE VIII.

##### Non-Waiver of Provisions

Failure of the Association or any Owner to enforce any covenant, condition or restriction, this Declaration, the Articles of Incorporation or By-Laws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

#### ARTICLE IX.

##### By-Laws

The By-Laws of the Holliwell Valley Subdivision Homeowners' Association remain in full force and effect.

#### ARTICLE X.

##### Amendment of these Covenants.

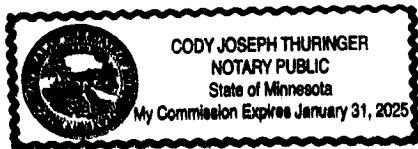
These Covenants shall only be Amended by a vote of 75% of all members.

Dated this 3<sup>rd</sup> day of January, 2023.

Jesse Harris  
Jesse Harris  
Emily Harris  
Emily Harris

STATE OF MINNESOTA :  
: SS  
DAKOTA COUNTY :

On this 20 day of JANUARY, 2023, before me, the undersigned, a Notary Public in and for the State of Minnesota, personally appeared Jesse Harris and Emily Harris, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Cody Joseph Thuringer  
Notary Public in and for the State of Minnesota

Ronald Pastory  
Ronald Pastory

Patricia Pastory  
Patricia Pastory

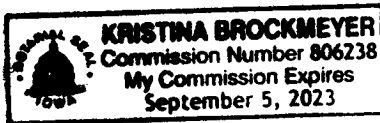
STATE OF IOWA :

: SS

MADISON COUNTY :

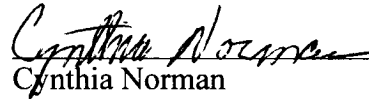
On this 31<sup>st</sup> day of January, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ronald Pastory and Patricia Pastory, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Kristina Brockmeyer  
Notary Public in and for the State of Iowa





Lisa Schumacher



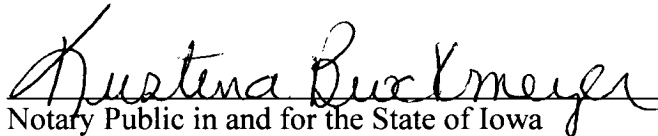
Cynthia Norman

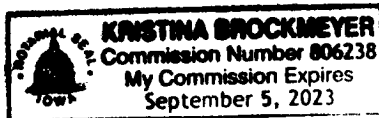
STATE OF IOWA :

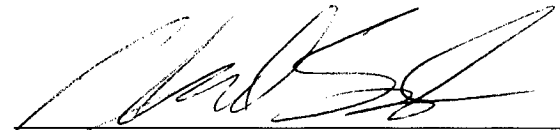
: SS

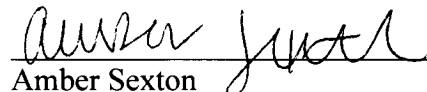
MADISON COUNTY :

On this 26 day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lisa Schumacher and Cynthia Norman, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

  
Notary Public in and for the State of Iowa

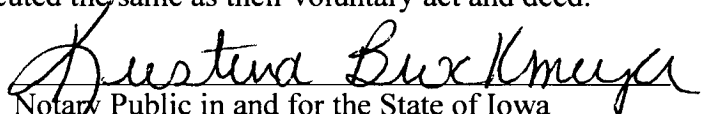


  
Chad Sexton

  
Amber Sexton

STATE OF IOWA :  
: SS  
MADISON COUNTY :

On this 30 day of January, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chad Sexton and Amber Sexton, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

  
Notary Public in and for the State of Iowa



Sandra K. Nelson

Sandra Nelson

Duane Nelson

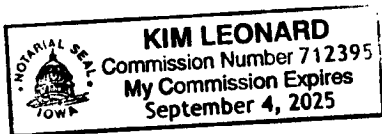
Duane Nelson

STATE OF IOWA :

: SS

MADISON COUNTY :

On this 26 day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sandra Nelson and Duane Nelson, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Kim Leonard

Notary Public in and for the State of Iowa

Rebecca Rohlf  
Rebecca Rohlf

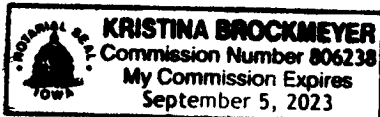
Zachary Rohlf  
Zachary Rohlf

STATE OF IOWA :

: ss

MADISON COUNTY :

On this 31 day of January, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rebecca Rohlf and Zachary Rohlf, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Kristina Brockmeyer  
Notary Public in and for the State of Iowa

[Signature]  
Lee Hall

[Signature]  
Katie Hall

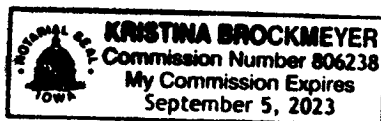
STATE OF IOWA :

: SS

MADISON COUNTY :

On this 30 day of December, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lee Hall and Katie Hall, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

[Signature]  
Notary Public in and for the State of Iowa



Jeff Herrick  
Jeff Herrick

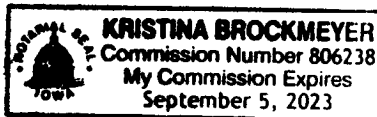
Tracy Herrick  
Tracy Herrick

STATE OF IOWA :

: SS

MADISON COUNTY :

On this 21<sup>st</sup> day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeff Herrick and Tracy Herrick, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



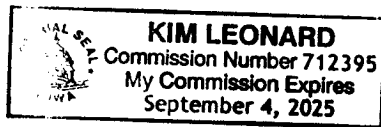
Kristina Brockmeyer  
Notary Public in and for the State of Iowa

DFM Trust

Darrel Mills  
Darrel Mills, Trustee

STATE OF IOWA :  
: SS  
MADISON COUNTY :

On this 22 day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Darrel Mills, Trustee of the DFM Trust, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Kim Leonard  
Notary Public in and for the State of Iowa

*Deborah Erikson*

Deborah Erikson

*Erik Erikson*

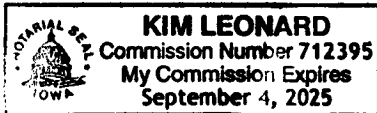
Erik Erikson

STATE OF IOWA :

: SS

MADISON COUNTY :

On this 27 day of January, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Deborah Erikson and Erik Erikson, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



*Kim Leonard*

Notary Public in and for the State of Iowa

Drew Bryant  
Drew Bryant

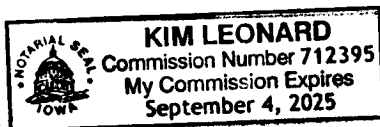
Jillian Bryant  
Jillian Bryant

STATE OF IOWA :

: SS

MADISON COUNTY :

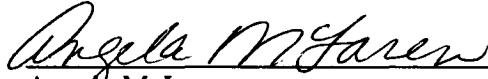
On this 23 day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Drew Bryant and Jillian Bryant, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Kim Leonard  
Notary Public in and for the State of Iowa



Nate McLaren



Angela McLaren

STATE OF IOWA

:

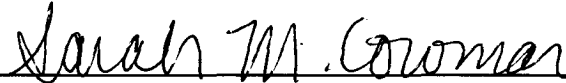
: SS

MADISON COUNTY

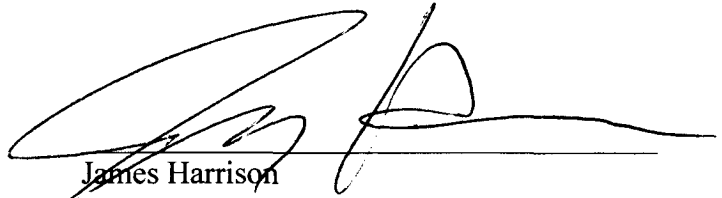
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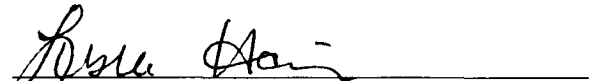
On this 25<sup>th</sup> day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Nate McLaren and Angela McLaren, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.





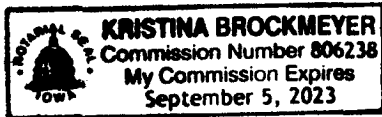
Notary Public in and for the State of Iowa

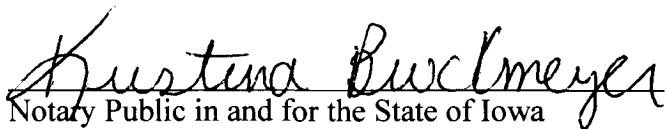
  
James Harrison

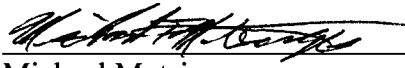
  
Leslee Harrison

STATE OF IOWA :  
: SS  
MADISON COUNTY :

On this 20 day of January, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James Harrison and Leslee Harrison, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



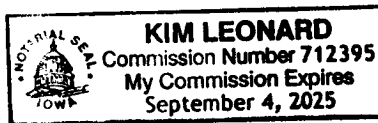
  
Notary Public in and for the State of Iowa

  
Michael Motsinger

  
Paula Motsinger

STATE OF IOWA :  
: SS  
MADISON COUNTY :

On this 21<sup>st</sup> day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael Motsinger and Paula Motsinger, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



  
Notary Public in and for the State of Iowa

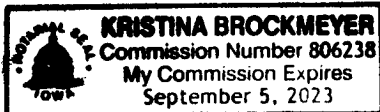
Joy Porter  
Joy Porter

Kristopher Porter  
Kristopher Porter

STATE OF IOWA :  
: ss  
MADISON COUNTY :

On this 31 day of January, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joy Porter and Kristopher Porter, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Kristina Brockmeyer  
Notary Public in and for the State of Iowa

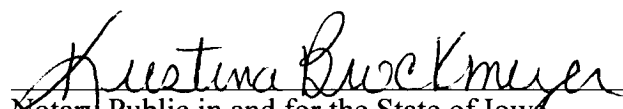


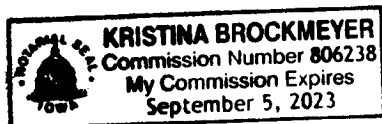
  
\_\_\_\_\_  
Christopher Potter

  
\_\_\_\_\_  
Beth Potter

STATE OF IOWA :  
: SS  
MADISON COUNTY :

On this 27 day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Christopher Potter and Beth Potter, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

  
\_\_\_\_\_  
Notary Public in and for the State of Iowa



A parcel located in the Northeast Quarter of Section 5, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the Center of Section 5, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa; thence North 1°16'49" East, 1317.11 feet to the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 5; thence South 84°35'21" East, 657.98 feet; thence North 5°34'30" East, 56.87 feet to a point on the North line of the Southwest Quarter of the Northeast Quarter of said Section 5; thence South 89°31'41" East, 651.60 feet to the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 5; thence North 1°25'18" East, 605.96 feet along the West line of the Northeast Fractional Quarter of the Northeast Quarter of said Section 5; thence South 89°01'23" East, 315.62 feet; thence North 1°25'18" East, 676.56 feet to a point on the North line of the Northeast Fractional Quarter of the Northeast Quarter of said Section 5; thence South 89°01'23" East, 404.35 feet along the North line of the Northeast Fractional Quarter of the Northeast Quarter of said Section 5; thence South 0°04'58" West, 9.80 feet to a point on the centerline of an existing county road; thence Southeasterly 649.70 feet along said road centerline, which is a 409.29 foot radius curve, concave Southwesterly, with a chord of South 47°20'09" East, 555.80 feet; thence South 0°39'58" West, 601.74 feet along said road centerline; thence Southeasterly 254.25 feet along said road centerline, which is a 572.97 foot radius curve, concave Northeasterly, with a chord of South 12°12'44" East, 255.41 feet to a point on the North line of the Southeast Quarter of the Northeast Quarter of said Section 5; thence North 88°26'10" West, 324.12 feet along the North line of the Southeast Quarter of the Northeast Quarter of said Section 5; thence South 1°33'50" West, 609.24 feet; thence North 89°30'57" West, 804.92 feet; thence South 1°33'49" West, 724.42 feet to a point on the South line of the Southeast Quarter of the Northeast Quarter of said Section 5; thence North 89°52'42" West, 75.43 feet to the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 5; thence North 89°09'12" West, 1308.35 feet along the South line of the Southwest Quarter of the Northeast Quarter of said Section 5 to the Point of Beginning. Said Parcel contains 80.506 acres, including 3.083 acres of County Road right-of-way.

EXHIBIT "A"