DELAWARE COUNTY IOWA
FILED

2002 DE 18 PM 3:39

BOOK 2002 PAGE 4809
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
76.00

FILED
SHARON McCRABB
DELAWARE COUNTY AUDITOR

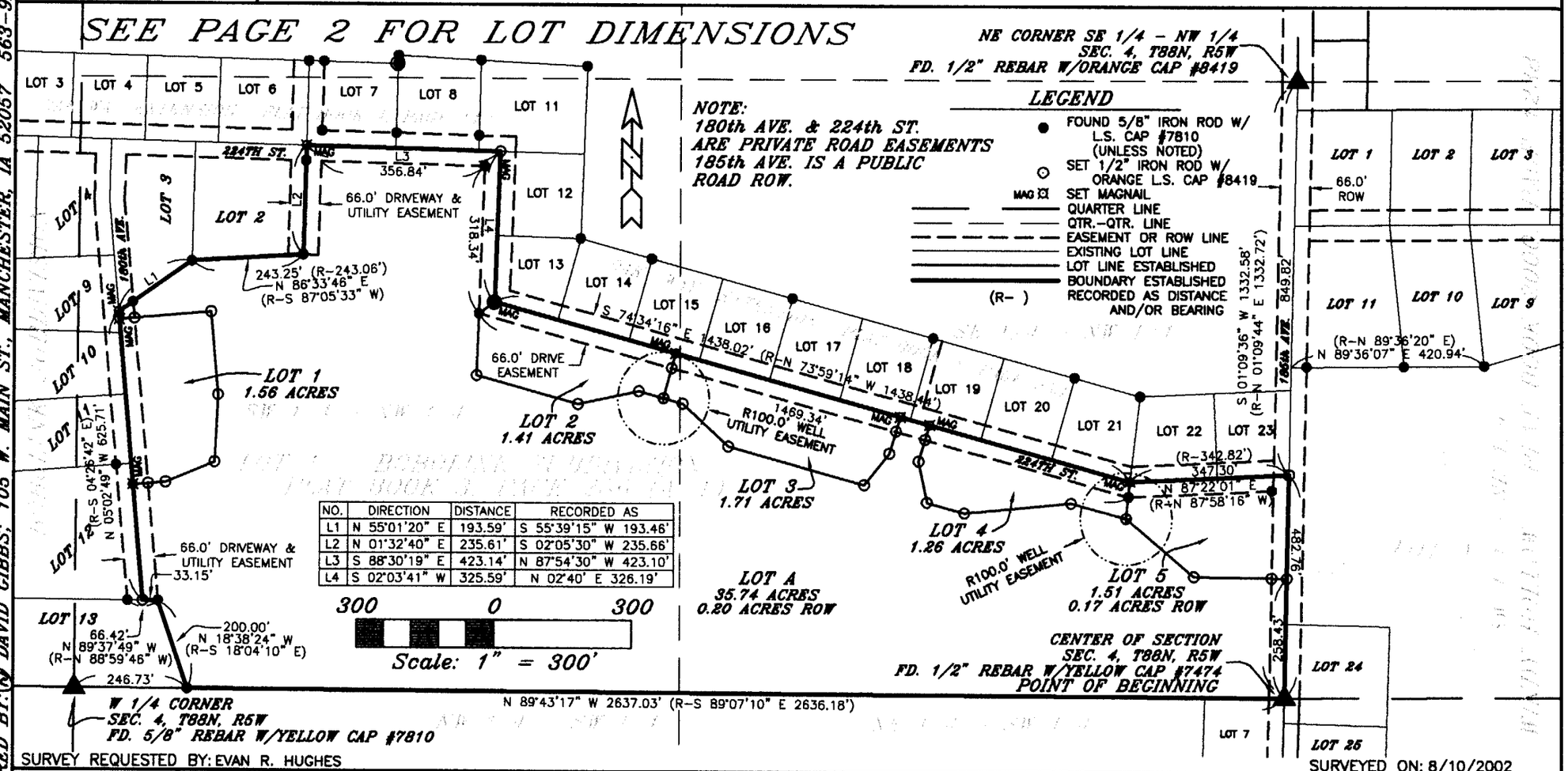
DEC 18 2002

FILED
Date 12-18-02
County Assessor

PLAT OF SURVEY

BOBOLINK SECOND SUBDIVISION, A SUBDIVISION OF LOT 1 OF BOBOLINK SUBDIVISION SECTION 4, T88N, R5W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA

SEE PAGE 2 FOR LOT DIMENSIONS



NO.	DIRECTION	DISTANCE	RECORDED AS
L1	N 55°01'20" E	193.59'	S 55°39'15" W 193.46'
L2	N 01°32'40" E	235.61'	S 02°05'30" W 235.66'
L3	S 88°30'19" E	423.14'	N 87°54'30" W 423.10'
L4	S 02°03'41" W	325.59'	N 02°40' E 326.19'

PREPARED BY: J. DAVID GIBBS; 105 W. MAIN ST., MANCHESTER, IA 52057 563-927-2434

SURVEY REQUESTED BY: EVAN R. HUGHES

SURVEYED ON: 8/10/2002

SCALE: 1"=300'	
DATE: 10/22/2002	
DRAWN BY: RLR	
CHECKED BY: JDG	
FIELD BK: D.L.	
REVISED	
SHEET 1 OF 8	

PROPRIETORS: HUGHES DEVELOPMENT, INC. P.O. BOX 559 MANCHESTER, IA 52057

PROJECT NO. 02-25

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

J. DAVID GIBBS, P.E., L.S. LISCENSE #8419 DATE 11/13/02
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2002

LICENSED LAND SURVEYOR J. DAVID GIBBS 8419 IOWA

PAGES OR SHEETS COVERED BY THIS SEAL: 1-3

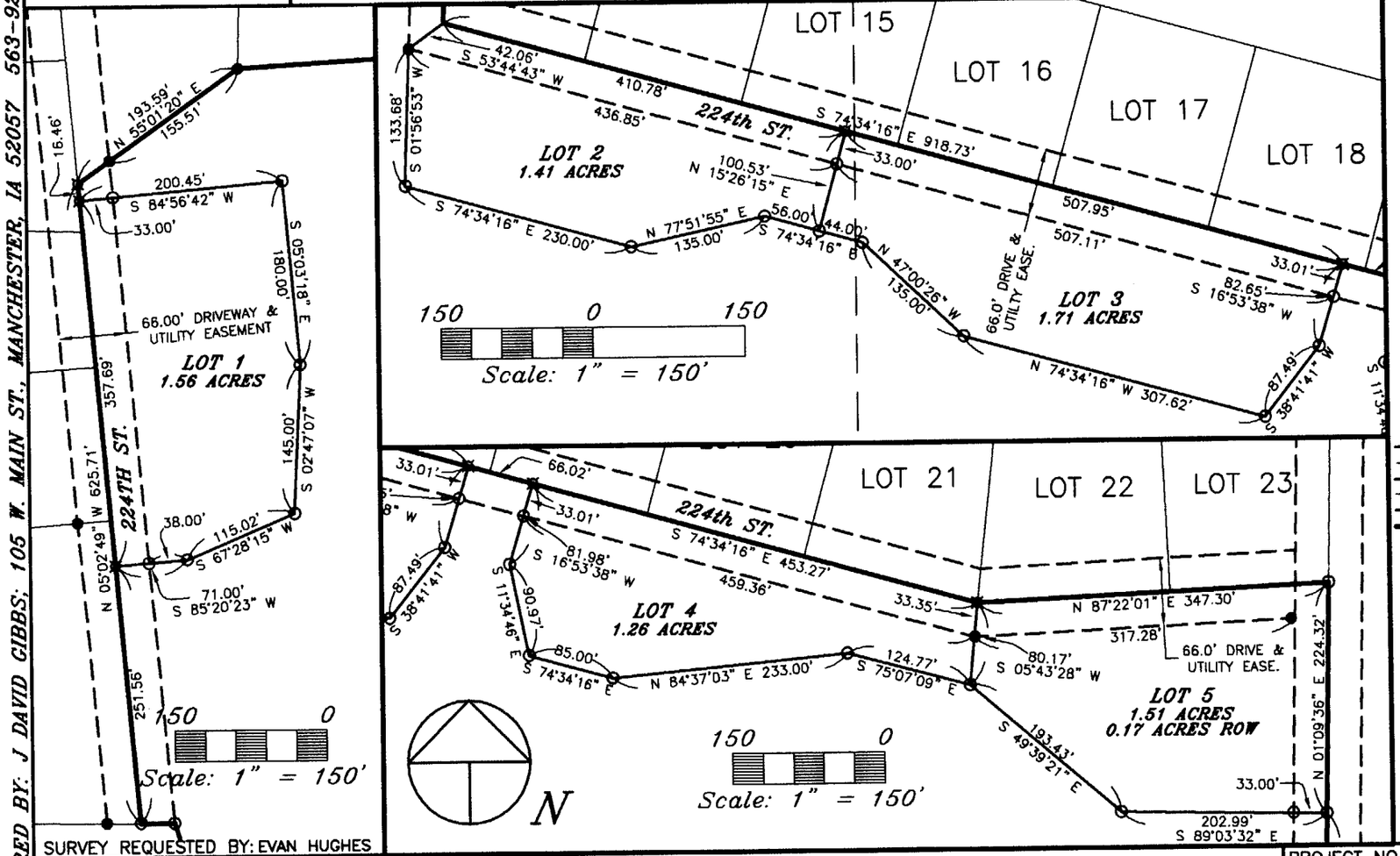
GIBBS ENGINEERING & SURVEYING
105 WEST MAIN STREET, MANCHESTER, IA 52057

BOOK 2002 PAGE 4809

PLAT OF SURVEY

BOBOLINK SECOND SUBDIVISION, A SUBDIVISION OF LOT 1 OF BOBOLINK SUBDIVISION SECTION 4, T88N, R5W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA

PREPARED BY: J DAVID GIBBS; 105 W. MAIN ST., MANCHESTER, IA 52057 563-927-2434



SURVEY REQUESTED BY: EVAN HUGHES

SURVEYED ON: 8/10/2002

LEGEND

- FOUND 5/8" IRON ROD W/ L.S. CAP #7810 (UNLESS NOTED)
- SET 1/2" IRON ROD W/ ORANGE L.S. CAP #8419
- MAG SET MAGNAIL
- QUARTER LINE
- QTR.-QTR. LINE
- EASEMENT/ROW LINE
- EXISTING LOT LINE
- LOT LINE ESTABLISHED
- BOUNDARY ESTABLISHED
- (R-) RECORDED AS DISTANCE AND/OR BEARING

SCALE: 1"=150'	
DATE: 10/22/2002	
DRAWN BY: RLR	
CHECKED BY: JDG	
FIELD BK: D.L.	
REVISED	
SHEET 2 OF 8	

PROPRIETORS: HUGHES DEVELOPMENT, INC. P.O. BOX 559 MANCHESTER, IA 52057

PROJECT NO. 02-25

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

J. DAVID GIBBS, P.E., L.S. LISCENSE #8419 11/13/02 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2002

LICENSED LAND SURVEYOR J. DAVID GIBBS 8419 IOWA

PAGES OR SHEETS COVERED BY THIS SEAL: 1-3

GIBBS ENGINEERING & SURVEYING
105 WEST MAIN STREET, MANCHESTER, IA 52057

LEGAL DESCRIPTION:

BOBOLINK SECOND SUBDIVISION, *A SUBDIVISION OF LOT 1 OF BOBOLINK SUBDIVISION, SECTION FOUR (4), TOWNSHIP EIGHTY-EIGHT NORTH (T88N), RANGE FIVE WEST (R5W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA,* containing a total of 43.00 acres, including 0.37 acres of public road right of way, subject to easements of record, and more particularly described by metes and bounds as follows;

BEGINNING at the Center of Section of Section Four (4), Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, also being the Southeast Corner of Lot 1 of Bobolink Subdivision as recorded in Book 3, Page 236 in the Office of the Delaware County Recorder;

THENCE along the Southerly Line of said Lot 1, North 89° 43' 17" West, to the Southwesterly most Corner of said Lot 1, 2637.03 feet;

THENCE along the Westerly Line of said Lot 1, North 18° 38' 24" West, 200.00 feet;

THENCE continuing along the Westerly Line of said Lot 1, North 89° 37' 49" West, 33.15 feet;

THENCE continuing along the Westerly Line of said Lot 1, North 05° 02' 49" West, to the Northwesterly most Corner of said Lot 1, 625.71 feet;

THENCE along the Northerly Line of said Lot 1, North 55° 01' 20" East, 193.59 feet;

THENCE continuing along the Northerly Line of said Lot 1, North 86° 33' 46" East, 243.25 feet;

THENCE continuing along the Northerly Line of said Lot 1, North 01° 32' 40" East, 235.61 feet;

THENCE continuing along the Northerly Line of said Lot 1, South 88° 30' 19" East, 423.14 feet;

THENCE continuing along the Northerly Line of said Lot 1, South 02° 03' 41" West 325.59 feet;

THENCE continuing along the Northerly Line of said Lot 1, South 74° 34' 16" East, 1438.02 feet;

THENCE continuing along the Northerly Line of said Lot 1, North 87° 22' 01" East, to the Easterly Line of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of said Section Four (4), also being the Westerly Line of Lot A of Windy Hollow, as recorded in Book 2000, Page 1238 in the Office of the Delaware County Recorder, 347.30 feet;

THENCE along the Easterly Line of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of said Section Four (4), South 01° 09' 36" West, 482.76 feet to the **POINT OF BEGINNING**;

Containing a total of 43.00 acres, including 0.37 acres of public road right of way and subject to easements of record.

The Easterly Line of Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Four (4), Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa is assumed to bear North 01° 09' 36" East.

OWNER'S ACKNOWLEDGMENT

I Evan R. Hughes, President, of Hughes Development, Inc., State of Iowa, do hereby certify that the above survey, as shown by the attached Plat, is made with the free consent, and in accordance with our desires of the board of directors of said corporation.

Hughes Development, Inc.

By: Evan R. Hughes, President

State of Iowa)
)
County of Delaware) ss:

On this 15th day of November, 2002, before me, a Notary Public in and for said county, personally appeared Evan R. Hughes, to me personally known, who being by me duly sworn, did say that that person is President, of said corporation and that said instrument was signed on behalf of the said corporation by the authority of its board of directors and the said Evan R. Hughes acknowledged the execution of the said instrument to be the voluntary act and deed of said corporation by its voluntary execution.

Notary Public in and for said State

DONNA M. KUNDE
Commission Number 175597
My Commission Expires
8-16-03

DEDICATION OF EASEMENTS

Hughes Development, Inc., as owners and developers of ***Bobolink Second Subdivision, Delaware County, Iowa***, see attached Plat, hereby dedicates to the owners of lots in said ***Bobolink Second Subdivision, Delaware County, Iowa,*** their successors and assigns, perpetual use of the easements as shown in the attached plat. Utility easements are also established for said intended use and hereby dedicated to the owners of said lots. Said road right of way easement shall be considered a part of the subdivision roadway system and subject to the Declaration of Covenants, Conditions, Restrictions, Reservations and Grants of ***Bobolink Second Subdivision, Delaware County, Iowa.***

Dated this 15th day of November, 2002.

Evan R. Hughes, President, Hughes Development, Inc.

State of Iowa)
)
County of Delaware) ss:

On this 15th day of November, 2002, before me, a Notary Public in and for said county, personally appeared Evan R. Hughes, to me personally known, who being by me duly sworn, did say that that person is President, of said corporation and that said instrument was signed on behalf of the said corporation by the authority of its board of directors and the said Evan R. Hughes acknowledged the execution of the said instrument to be the voluntary act and deed of said corporation by its voluntary execution.

Notary Public in and for said State

DONNA M. KUNDE
Commission Number
My Commission E
8-16-03

CERTIFICATE OF TREASURER

I, the undersigned, Carolyn A. Wilson, Treasurer of Delaware County, Iowa, do hereby certify that all taxes and special assessments against ***Bobolink Second Subdivision,*** Delaware County, Iowa, have been paid and said real estate is free and clear of all taxes as of this date.

Carolyn A. Wilson 12-18-02

Carolyn A. Wilson, County Treasurer Date

MORTGAGE HOLDERS ACKNOWLEDGMENT

The First State Bank, State of Iowa, does hereby certify that the above survey, as shown by the attached Plat, is made with our free consent and in accordance with our desire as mortgage holder of a portion of the premises described herein.

First State Bank

By: Joseph Wiewel, President

By: David R. Dudley, Exec. Vice President

State of Iowa)
)
County of Delaware) Ss:

On this 15th day of November, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joseph Wiewel and David R. Dudley to me personally known, who being duly sworn, did say that they are the President and Exec. Vice President respectively, of the First State Bank executing the within and foregoing instrument to which this is attached, that (~~no seal has been procured by the~~) (the seal affixed hereto is the seal of the) First State Bank; that said instrument was signed (and sealed) on behalf of the First State Bank by authority of its Board of Directors; and that Joseph Wiewel and David R. Dudley as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the First State Bank, by it and by them voluntarily executed.

Barbara Topping

Notary Public in and for said County

BARBARA TOPPING NOTARIAL SEAL Iowa Exp. 8-24-03

Q:\Surveys\Hughes\02-25_club\LEGAL02-25.doc

DELAWARE COUNTY E-911 BOARD

Delaware County, Iowa

The foregoing plat of ***Bobolink Second Subdivision***, has been examined and approved as to being in full compliance with Delaware County Ordinance #12, The Uniform Rural Address System, as passed and adopted by the Delaware County Board of Supervisors on the 6th day of August, 1996.

Norman Wellman

Norman Wellman – Coordinator
Delaware County E-911 Board

State of Iowa)
)
County of Delaware) Ss:

On this 14th day of November 2002, before me Donna M. Kunde, a Notary Public in and for the State of Iowa, personally appeared Norman Wellman, to me personally known, and, who, being me duly sworn, did say that he is the Coordinator for the Delaware County E-911 Board.

DONNA M. KUNDE
Commission Number 175597
My Commission Expires
8-16-03

Donna M. Kunde
Notary Public

ATTORNEY'S OPINION

I, _____, a practicing attorney at law in _____, _____ County, Iowa, have examined the abstract of title to the land included in ***Bobolink Second Subdivision,*** Delaware County, Iowa, on premises more specifically described in the Surveyor's Certificate of J. David Gibbs, dated November 13, 2002.

Said abstract has been prepared in its entirety by the Delaware County Abstract Company, Inc., and was last certified to by said company on the ___ day of _____, A.D., 2002, at the hour of ____ o'clock __.M.

My examination of said abstract shows good and merchantable title on the date and hour of the certification to be in _____
_____.

Dated at _____, Iowa, in said County, this ___ day of _____, 2002.

_____
Attorney at Law Date

Note: See Attached Attorney's Opinion

RESOLUTION APPROVING PRELIMINARY AND FINAL PLAT

WHEREAS, the final plat of ***Bobolink Second Subdivision, Delaware County, Iowa***, affecting premises more specifically described in the Surveyor's Certificate of J. David Gibbs, dated November 13, 2002, has been filed with the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa; and

WHEREAS, Section 127.33 of Chapter 127 Subdivision Regulations of the City of Manchester allows variances with regard to minimum improvements (Section 127.09) and street standards (Section 127.17); and

WHEREAS, the subdivider has included herewith an Agreement and Waiver Regarding Alternative Systems for Sewer and Water of ***Bobolink Second Subdivision, Delaware County, Iowa,*** which will control development in the subdivision as show in Exhibit A, a copy of which is attached hereto and by this reference is made a part hereof; and

WHEREAS, the subdivision plat and its attachments conform to Sections 354.6, 354.11 and 355.8 of the Iowa Code and therefore can be approved pursuant to 354.8 of the Iowa Code;

WHEREAS, the final plat of ***Bobolink Second Subdivision, Delaware County, Iowa***, should be approved with the following variances, declarations and conditions;

a. In the event this subdivision is annexed into the City of Manchester, the recommendation on zoning status for Lot 1 through Lot 5 would be residential, Lot A would be agricultural.
b. No determination has been made as to compliance with this subdivision and platting requirements which are set forth in the Code of Iowa.
c. That easement access shall be provided to all real estate included in the subdivision pursuant to the easements as shown in the attached plat.
d. Improvements to 180th Avenue, and 224th Street, existing private roads, and 185th Avenue, a public road right of way, are not required at this time.
e. Sidewalks shall not be required at this time. The Owner or Owners of record of the numbered lots, if voluntarily annexed to the City, may be required to construct sidewalks at a future date as required by the City of Manchester.
f. Longer block lengths appropriate with the nature of the development layout, which includes large lots surrounding a large open space or golf course area.

NOW, THEREFORE, BE IT RESOLVED, by the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa , that said final Plat of ***Bobolink Second Subdivision, Delaware County, Iowa,*** be, and the same is hereby acknowledged, approved and accepted on the part of the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa, and exhibits attached thereto, subject to all conditions as represented and representations referred to above, and the Commission hereby recommends to the City Council the acceptance of the same and the Chairperson and the Secretary are hereby authorized and directed to certify this resolution of approval and affix the same to said plat and all attachments referred to herein as provided by law.

Adopted and passed this 13th day of November, A.D., 2002.

PLANNING & ZONING COMMISSION
CITY OF MANCHESTER, IOWA

By Dan Stelken
Dan Stelken, Chairperson

By Laura Thomas
Laura Thomas, Recording Secretary

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 20th day of November, 2002, before me, Julie A. Swanson, a Notary Public in and for the State of Iowa, personally appeared Dan Stelken and Laura Thomas, to me personally known, and, who, being by me duly sworn, did say that they are the Chairperson and Recording Secretary, respectively, of the Planning and Zoning Commission of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by the authority of its Planning and Zoning Commission, as contained in Resolution adopted by the Planning and Zoning Commission on the 13th day of November, 2002, and that Dan Stelken and Laura Thomas acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Julie A. Swanson
Julie A. Swanson, Notary Public.

NOTARIAL SEAL IOWA
JULIE A. SWANSON
Commission Number 224151
My Comm. Exp. 8-23-05

R-164-2002
RESOLUTION APPROVING PRELIMINARY AND FINAL PLAT

WHEREAS, the final plat of ***Bobolink Second Subdivision, Delaware County, Iowa*** Delaware County, Iowa, affecting premises more specifically described in the Surveyor's Certificate of J. David Gibbs, dated November 13th, 2002, has been filed with the City Clerk of the City of Manchester, Delaware County, Iowa, and has been acknowledged and approved by the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa, who has recommended acceptance;

WHEREAS, the City Council has fully considered the same and found the same to be in accordance with the ordinances of the City of Manchester, Iowa, relating to plats and additions to cities or within a two mile radius of the City; and

WHEREAS, the subdivider has included herewith an Agreement and Waiver Regarding Alternative Systems for Sewer and Water of ***Bobolink Second Subdivision, Delaware County, Iowa,*** which will control development in the subdivision as show in Exhibit A, a copy of which is attached hereto and by this reference is made a part hereof; and

WHEREAS, the subdivision plat and its attachments conform to Sections 354.6, 354.11 and 355.8 of the Iowa Code and therefore can be approved pursuant to 354.8 of the Iowa Code;

WHEREAS, the Manchester Planning and Zoning Commission has recommended to the Council that they accept the amended preliminary plat of ***Bobolink Second Subdivision, Delaware County, Iowa***, as presented with the following declarations and conditions;

a. In the event this subdivision is annexed into the City of Manchester, the recommendation on zoning status for Lot 1 through Lot 5 would be residential, Lot A would be agricultural.
b. No determination has been made as to compliance with this subdivision and platting requirements which are set forth in the Code of Iowa.
c. That easement access shall be provided to all real estate included in the subdivision pursuant to the easements as shown in the attached plat.
d. Improvements to 180th Avenue, and 224th Street, existing private roads, and 185th Avenue, a public road right of way, are not required at this time.
e. Sidewalks shall not be required at this time. The Owner or Owners of record of the numbered lots, if voluntarily annexed to the City, may be required to construct sidewalks at a future date as required by the City of Manchester.
f. Longer block lengths appropriate with the nature of the development layout, which includes large lots surrounding a large open space or golf course area.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Manchester, Delaware County, Iowa, that said Final Plat of ***Bobolink Second Subdivision, Delaware County, Iowa***, and exhibits attached thereto, subject to all conditions and representations as referred to above, be, and the same is hereby acknowledged, approved and accepted on the part of the City of Manchester, Delaware County, Iowa.

The Mayor and City Clerk are hereby directed to certify this approval and affix the same to said plat and all attachments referred to herein as by law provided.

Passed this 18th day of November, A.D., 2002.

Milt L. Kramer, Mayor

ATTEST: Erin Rempe, City Clerk

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 20th day of November, 2002, before me, Julie A. Swanson, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Erin Rempe, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by the authority of its City Council, as contained in Resolution Number R-164-2002 adopted by the City Council on the 18th day of November, 2002, and that Milt L. Kramer and Erin Rempe acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Julie A. Swanson, Notary Public.

NOTARIAL SEAL IOWA
JULIE A. SWANSON
Commission Number 224151
My Comm. Exp. 8-23-04

EXHIBIT A

AGREEMENT AND WAIVER REGARDING ALTERNATIVE SYSTEMS FOR SEWER AND WATER

BOBOLINK SECOND SUBDIVISION, DELAWARE COUNTY, IOWA
HUGHES DEVELOPMENT, INC., DEVELOPER

Whereas, Developers have proposed to establish a subdivision located in Delaware County, Iowa, more specifically described as:

BOBOLINK SECOND SUBDIVISION, *A SUBDIVISION OF LOT 1 OF BOBOLINK SUBDIVISION, ALL IN SECTION FOUR (4), TOWNSHIP EIGHTY-EIGHT NORTH (T88N), RANGE FIVE WEST (R5W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA.*

Whereas, said proposed subdivision is located outside the city limits of the City of Manchester, Iowa, but is within a two-mile radius of the city limits of the City of Manchester, Iowa, and therefore is subject to subdivision regulations for the City of Manchester, Iowa; and

Whereas, the City Council for the City of Manchester, Iowa, has reviewed the proposed subdivision, that alternative systems may be designed to protect the public health, safety, and welfare and meet requirements of State, County, or other applicable health regulations; and

Whereas, the Developer and the City of Manchester, Iowa have executed this Agreement to provide notice to all current owners of the real estate that is subject to the proposed subdivision, and all persons or entities who may hereafter acquire an interest in said property as to the agreement set forth in this document.

IT IS THEREFORE AGREED as follows:

1. The City of Manchester, Iowa, approves the use of alternate facilities for the distribution of water and the collection and disposal of sanitary waste, however, such alternative facilities must be designed to fully protect the public health, safety, and welfare and shall meet all requirements of State, County, of other applicable health regulations.

2. Approval of the subdivision by the City of Manchester, Iowa, does not constitute a finding by the City of Manchester, Iowa, that alternative water systems or alternative systems for collection and disposal of sanitary waste do in fact meet with the requirements of State, County, or other applicable health regulations. Private disposal systems or water supply systems, and costs thereof, shall be the responsibility of the property owner developing such private facility. In the event it is determined that a public sewer is necessary to serve the above described property, it is acknowledged and agreed by the developer that the City of Manchester, Iowa, may not be required to incur expense for the subsequent installation of a sewer facility serving the above premises.

3. The purchasers of real estate contained in the proposed subdivision are hereby put on notice that the City of Manchester, Iowa, shall not be required to install sewer or water facilities serving the land set forth in the proposed subdivision.

4. The purchasers of real estate shall be solely responsible for development and creation of alternative facilities for the distribution of water or collection and disposal of sanitary waste. The Purchasers of real estate shall further hold harmless the City of Manchester, Iowa, for any cost, liability, damage, or other injury of any kind resulting from the creation of said alternate facilities for the distribution of water or the collection and disposal of sanitary waste.

5. The terms and conditions set forth in this Agreement shall be binding upon the Developers and other current owners of the property more specifically described in the proposed subdivision. Terms, conditions, and obligations set forth in this Agreement shall further be binding upon all heirs, assigns, devisees, or other persons acquiring land contained in the proposed subdivision and the terms of the Agreement shall further run with the land.

6. Purchasers and owners of land described in the proposed subdivision have expressly, by the creation of this Agreement, waived any right to require the City to incur any expense for subsequent installation of streets, storm sewer, sanitary sewer, sidewalks or water facilities serving the land set forth in the proposed subdivision.

7. This Agreement is executed in compliance with Manchester Code of Ordinances 1997, Section 127.12 and 127.17(15).

Hughes Development, Inc.

Evan R. Hughes, President

Subscribed and sworn to before me by Evan R. Hughes this 5th day of November, 2002

Notary Public in and for the State of Iowa

DONNA [illegible]
Commission Number [illegible]
My Commission Expires
8-16-03

CITY OF MANCHESTER, IOWA

Milt L. Kramer, Mayor

Erin Rempe, City Clerk

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 20th day of NOV, 2002 before me, Julie A. Swanson, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Erin Rempe, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by the authority of its City Council, as contained in Resolution Number R-11-2002 adopted by the City Council on the 18th day of NOV, 2002 and that Milt L. Kramer and Erin Rempe acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____, Notary Public

JULIE A. SWANSON
Commission Number 224151
My Comm. Exp. 8-23-04

Q:\Surveys\Hughes\02-25_club\Agree02-25.doc

GRAY, STEFANI & MITVALSKY, P.L.C.
LAWYERS
Established 1938
MAILING ADDRESS
P.O. BOX 456
CEDAR RAPIDS, IOWA 52406-0456

RAYMOND R. STEFANI
FRANK S. MITVALSKY
RAYMOND R. STEFANI II
RICHARD A. STEFANI
THOMAS F. OCHS
RICHARD F. MITVALSKY

RUSSELL I. HESS, RETIRED

B. D. SILLIMAN (1895-1988)
WILLIAM O. GRAY (1914-1997)

TELEPHONE (319) 364-1535

FACSIMILE (319) 364-1562

OFFICE LOCATION
200 AMERICAN BUILDING
101 SECOND STREET, S.E.
CEDAR RAPIDS, IOWA
52401-1245

e-mail: fsmitvalsky@gsmlawyers.com

November 26, 2002

To Whom It May Concern:

Re: **BOBOLINK SECOND SUBDIVISION**, A SUBDIVISION OF LOT ONE (1) OF BOBOLINK SUBDIVISION, SECTION FOUR (4), TOWNSHIP EIGHTY-EIGHT NORTH (T88N), RANGE FIVE WEST (R5W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA

We have examined the Abstract of Title to the land included in **BOBOLINK SECOND SUBDIVISION, DELAWARE COUNTY, IOWA**, on premises more specifically described in the Surveyor's Certificate of J. David Gibbs dated November 13, 2002. Said Abstract was prepared by the Delaware County Abstract Company, Inc., and was last certified to by said company on the 18th day of November, 2002, at 8:00 a.m.

Our examination of said Abstract shows good and merchantable title on the date and hour of the certification to be in:

HUGHES DEVELOPMENT, INC.,

subject to the following:

1. The above-described real estate is free and clear of all mortgages, liens or other encumbrances except as hereinafter shown:

a. Mortgage to First State Bank dated May 26, 2000, filed for record in the office of the Delaware County Recorder on May 30, 2000, appearing there in Book 2000 at page 1622.

b. Mortgage to First State Bank dated May 26, 2000, filed for record in the office of the Delaware County Recorder on May 30, 2000, appearing there in Book 2000 at page 1623.

c. Right of way easements for roadway usage as shown on the Plat of Bobolink Subdivision.

d. The second half of fiscal 2001-2002 real estate taxes are shown as unpaid.

Respectfully submitted,

GRAY, STEFANI & MITVALSKY, P.L.C.

Frank S. Mitvalsky

FSM/vkw

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS, RESERVATIONS, AND GRANTS OF
BOBOLINK SECOND SUBDIVISION, DELAWARE COUNTY, IOWA

The undersigned, Hughes Development, Inc., being the sole owner of all real estate included in the plat designated as:

BOBOLINK SECOND *SUBDIVISION, A SUBDIVISION OF LOT ONE OF BOBOLINK SUBDIVISION, SECTION 4, T88N, R5W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA, subject to easements of record.*

Hereby covenants with the prospective purchasers of all of Lots one (1) through five (5) of said subdivision, that the following restrictions be and the same hereby are, by this reference, included in each conveyance having to do with said premises, that the following covenants are mutually binding on the aforesaid purchasers by suitable reference in the Contract and Deed to any portion thereof and are intended and shall run with the land and be binding on all owners thereof, their heirs, successors and assigns:

1. RESIDENTIAL - All lots (1-5) described in said plat shall be known, described and used solely as residential lots, and no structure of any kind shall be erected on any residential lot other than one detached single family dwelling not to exceed two stories in height, excluding the basement, with a two or three stall car garage that must be attached to said dwelling structure.

2. BUILDING LINES - In order to create a uniform building line, all dwellings must be set back at least twenty-five (25) feet from the existing private road right of way easement, must face said road right of way (lot five must face north), and must set back at least thirty (30) feet from both side property lines and from the rear property line.

3. CONSTRUCTION APPROVALS - The developer reserves the right to review and approve all building plans, setbacks and elevations for all construction, and the locations, designs and capacity for well and septic systems, prior to the beginning of any excavation or construction. It will be the sole responsibility of the buyer of any lot, prior to purchase, to determine the suitability of the lot for any proposed construction. Once excavation has commenced for any approved construction on any lot, the construction must be fully completed within one (1) year from the date construction began, including all exterior grading and landscaping.

4. TEMPORARY AND/OR DETACHED BUILDINGS - No temporary or detached structures of any kind or description will be allowed on the lot for any reason and no part of any approved dwelling shall be used as a residence or temporary residence until the entire dwelling has been fully completed.

5. SIZE OF RESIDENCE - No dwelling shall be permitted on any lot described herein, having a ground square foot area of less than 1,600 square feet in the case of a one story structure or 1,200 square feet in the case of a two story structure (not including porches, decks, porticoes, entrance ways, garages, basements or other areas not normally considered to be part of the main floor living area of a dwelling).

6. CONTIGUOUS PROPERTY - Lots may only be divided into smaller parcels for the sole purpose of conveyance to a contiguous property owner, however, no structure may be constructed on any part of the smaller parcel to be conveyed. If a lot is divided, as stated above, the size of the remainder of the original lot must at least one acre, not including the adjacent road right of way easement(s).

7. RESTRICTIONS - Titleholder of each platted lot, vacant or improved, shall keep his lot or lots free of weeds and debris. No business, commercial, industrial, obnoxious or offensive activity of any kind shall be carried on upon any lot. No animals of any kind shall be kept, bred or raised on any lot except that typical domesticated house pets, such as dogs and cats, may be kept as long as they are maintained inside, and no outside structures or kennels are used. Outside storage of boats, campers, trailers, motor homes, trucks, cars, recreational vehicles or similar items will be prohibited. Cars and trucks, three quarter ton or less, may be normally parked in the approved driveways. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet may be used to advertise the property for sale, or to advertise the builder only during construction. All property owners shall maintain the exterior of their dwelling and land in a sightly manner. No fence of any kind or character shall be erected or maintained upon that part of any lot lying between the road right of way and the rear building line of the dwelling erected upon the lot. No fence, if erected, shall exceed six feet in height.

8. PRIVATE ROAD – Improvements and maintenance of the private roads, including snow and ice removal, shown on the plat of Bobolink Second Subdivision shall be the mutual responsibility of the owner(s) of each lot. Such mutual responsibility shall be equally divided based on the number of platted lots along the private roadways.

9. MODIFICATIONS – These covenants may be modified, or an individual variance from the restrictions therein may be obtained, upon the affirmative vote of at least four fifths of the owners of the lots in this platted subdivision.

10. VIOLATIONS – If the parties hereto, or any of them, or their heirs, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein as long as these convents are in effect, it shall be lawful for any other person or persons owning any other lots of said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages for any violations, including reasonable attorneys fees for the plaintiff's attorney.

11. COVENANTS TO RUN WITH LAND – These covenants are to run with the land and shall be binding on all the parties and persons claiming under them for the period of twenty (20) years, at which time such covenant shall be automatically extended for successive periods of twenty (20) years unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part.

12. INVALIDATION – Invalidation of any one of these covenants by Judgment or Court Order shall in no way effect any of the other provisions, which shall remain in full force and effect.

HUGHES DEVELOPMENT, INC.

By _____
Evan R. Hughes, President

By _____
Evan R. Hughes, Secretary

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 17th day of December 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Evan R. Hughes, to me personally known, who being by me duly sworn, did say that he is the president and secretary respectively of the corporation executing the within and foregoing instrument; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Evan R. Hughes as officers acknowledged the execution of the foregoing instrument to be voluntary act and deed of the corporation, by it and by him voluntarily executed.

DONNA M. KUNDE
Commission Number [illegible]7
My Commission Expires
8-16-03

_____
Notary Public in and for the State of Iowa