



Document 2020 3762

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Rec Amt \$132.00 Aud Amt \$5.00

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

Type of Document

BLUE SILO ESTATES SUBDIVISION

PREPARER INFORMATION:

Zoning Office for Scott & Holly Reinhardt

Contact: Jason Springer, Springer Law Firm, 148 W. 2nd St. Ste 4, Madrid Iowa
50156, 515-419-1471 attorney for Reinhardts

TAXPAYER INFORMATION:

Reinhardt, Scott & Holly
1402 Quail Ridge Ave
Van Meter, IA 50261

RETURN DOCUMENT TO:

Reinhardt, Scott & Holly
1402 Quail Ridge Ave
Van Meter, IA 50261
Or
Jason Springer
Springer Law Firm
148 W. 2nd St. Ste 4, Madrid Iowa 50156

GRANTOR:

GRANTEE:

LEGAL DESCRIPTION:

Parcel "D" located in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of section Twenty-six (26), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa containing 30.90 acres, more or less, as shown in Plat of Survey filed in Book 2018, Page 2499 on August 2, 2018, in the Office of the Recorder of Madison County Iowa.

PLAT AND CERTIFICATE
FOR BLUE SILO ESTATES
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 designed as BLUE SILO ESTATES, and that the real estate comprising said plat is as follows:

Parcel "D" located in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-six (26), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 30.90 acres, more or less, as shown in Plat of Survey filed in Book 2018, Page 2499 on August 2, 2018, in the Office of the Recorder of Madison County, Iowa.

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. Consent to Plat;
2. Attorney's Opinion;
3. Certificate from County Treasurer;
4. Certificate from Auditor approving subdivision name;
5. Resolution of the Board of Supervisors of Madison County, Iowa, approving said plat;
6. Groundwater Hazard Statement;
7. Agreement with the Engineer of Madison County, Iowa, regarding roads and driveways; and
8. Madison County Soil and Water Conservation District Land Disturbing Activity Affidavit

all of which are duly certified in accordance with the Madison County Zoning Ordinance.

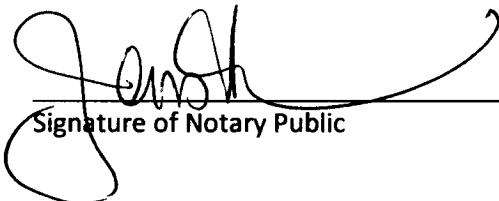


C.J. Nicholl, Zoning Administrator of
Madison County, Iowa

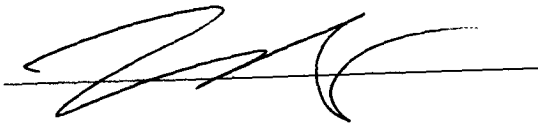
STATE OF IOWA, COUNTY OF MADISON,

This record was acknowledged before me on the 25 day of September, 2020, by C.J. Nicholl.





Signature of Notary Public

 Notary public



CONSENT TO PLAT

Prepared by and return to: Jason Springer, Springer Law Firm, PLLC, 148 W. 2nd Street, Suite 4, Madrid, IA 50156 (515) 419-1471

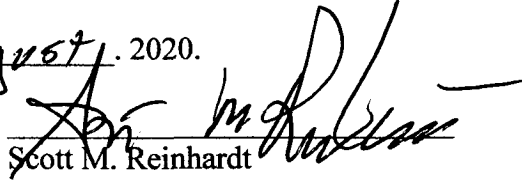
RE: BLUE SILO ESTATES

The undersigned, **Scott M. Reinhardt and Holly L. Reinhardt, husband and wife**, record fee titleholders to the property legally describes as:

Parcel "D" located in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-six (26), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 30.90 acres, more or less, as shown in Plat of Survey filed in Book 2018, Page 2499 on August 2, 2018, in the Office of the Recorder of Madison County, Iowa.

Is to be platted and Known as: **BLUE SILO ESTATES**, hereby state that the platting of the property is done with our free consent and open desire, pursuant to the Code of Iowa and to the Ordinances of Madison County, Iowa.

Dated this 27 day of August, 2020.



Scott M. Reinhardt



Holly L. Reinhardt

STATE OF IOWA COUNTY OF MADISON

This instrument was acknowledged before me on
8-27-20 by **Scott M. Reinhardt and Holly L. Reinhardt,**
husband and wife,

CONSENT TO PLAT

Prepared by and return to: Jason Springer, Springer Law Firm, P.L.L.C, 148 W. 2nd Street, Suite 4,
Madrid, IA 50156 (515) 419-1471

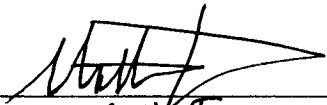
RE: BLUE SILO ESTATES

The undersigned, Luana Savings Bank, who holds one mortgage dated August 27, 2018 and filed September 5, 2018 in Book 2018 Page 2871 of the Madison County Recorder's Office, as mortgagee to the property legally describes as:

Parcel "D" located in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-six (26), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 30.90 acres, more or less, as shown in Plat of Survey filed in Book 2018, Page 2499 on August 2, 2018, in the Office of the Recorder of Madison County, Iowa.

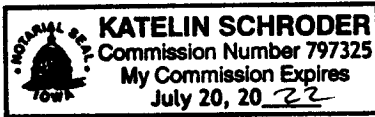
hereby state that the platting of the property is done with our free consent and open desire, pursuant to the Code of Iowa and to the Ordinances of Madison County, Iowa.

Dated this 20th day of August, 2020.


Name- Matt Janssen
Title- Market President

State of Iowa, County of Dallas

On this day of August 20th, 2020, before the undersigned, a Notary Public in and for said State, personally appeared Matt Janssen to me personally known, who being by me duly sworn, did say that he is the Market President of said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and that the _____ as such officer, acknowledged the execution of said instrument to be voluntary act and deed of said corporation, by it and by his/her voluntarily executed.



Kate Schrod

Notary

Prepared By/Return to: Jason Springer, 148 W. 2nd Street, Suite 4, Madrid, IA 50156
(515) 419-1471

August 20, 2019

**ATTORNEY'S TITLE OPINION PURSUANT TO CHAPTER 354, CODE OF
IOWA**

To Whom It May Concern:

I have examined, this day, the Abstract of Title to the following legally described real property located in Boone County, Iowa, to-wit:

Parcel "D" located in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-six (26), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 30.90 acres, more or less, as shown in Plat of Survey filed in Book 2018, Page 2499 on August 2, 2018, in the Office of the Recorder of Madison County, Iowa

The Abstract Search shows Entries from Root of Title to July 30, 2020 at 8:00 A.M. prepared by Madison County Abstract Co.

On the latter date I find good and merchantable title is held by:

Scott M. Reinhardt and Holly L. Reinhardt, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, by virtue of a Warranty Deed dated October 18, 2016 and filed October 19, 2016 in Book 2016 Page 3114 in the Madison County Recorder's Office relative to the aforementioned legally described property, subject to the following comments and objections:

1. **MORTGAGE:** The Abstract shows an Open End Mortgage dated August 27, 2018 and filed September 5, 2018 in **Book 2018 Page 2871** of the Madison County Recorder's Office, relative to the aforementioned legally described property, from Scott M. Reinhardt

and Holly B. Reinhardt, married persons to each other, to Luana Savings Bank in the amount of \$1,100,000.00. **Such Mortgage has not been satisfied and remains the first paramount lien on the property in question.**

2. **REAL ESTATE TAXES:** The Abstract shows the following with respect to Real Estate Taxes, relative to the aforementioned legally described property:

All Paid, except as hereinafter shown:

Real Estate taxes payable in the fiscal year beginning July 1, 2019 are as follows:

Parcel No. 150022624006000

1 st Half	\$201.00	Paid
2 nd Half	\$201.00	Paid.

3. **LIEN SEARCHES:** The Abstract shows no liens were made against **Scott Reinhardt or Holly Reinhardt** for the past ten years to date hereof, unless otherwise indicated herein.

4. **ZONING:** The property under examination is subject to the Zoning Ordinance for Madison County, Iowa. The Abstract does not designate the present Zone and Classification. You should contact the Madison County Planning and Zoning Office for the Classification to determine if the property in question is in compliance with proposed use.

5. **PLAT:** The Abstract shows a Plat of Survey for Parcel "D" and Parcel "E" NW1/4 NE1/4 Sec 26-77-27 in the Madison County, Iowa, Recorder's Office filed on August 2, 2018 in Book 2018 Page 2499 relative to the aforementioned legally described property. You should review the Official Plat for boundary lines, compliance, and usage.

6. **DECLARATION:** The Abstract shows a Declaration of Establishment of Badger Creek Watershed Soil Conservation District in the Madison County, Iowa, Recorder's Office recorded on July 1, 1960 in Misc. Rec. 26 Page 549 relative to the aforementioned legally described property. You should review the Declaration for boundary lines, compliance, and usage.

7. **NOTICE:** The Abstract shows a Notice to Landowners in the Madison County, Iowa, Recorder's Office recorded on August 5, 1992 in Misc. Rec. 41 Page 68 relative to the aforementioned legally described property. You should review the Notice for boundary lines, compliance, and usage.

8. **AGREEMENT:** The Abstract shows an Agreement for Fire Protection in the Madison County, Iowa, Recorder's Office recorded on June 16, 1995 in Book 2004 Page 3908 relative to the aforementioned legally described property. You should review the Agreement for boundary lines, compliance, and usage.

9. **AGREEMENT:** The Abstract shows a Surface Discharging Wastewater Treat System Agreement in the Madison County, Iowa, Recorder's Office recorded on September 27, 2018 in Book 2018 Page 3115 relative to the aforementioned legally described property. You should review the Agreement for boundary lines, compliance, and usage.

10. **RESOLUTION:** The Abstract shows a Land Disturbing Activities Regulation Resolution in the Madison County, Iowa, Recorder's Office recorded on August 23, 2004 in Book 2004 Page 3908 relative to the aforementioned legally described property. You should review the Resolution for boundary lines, compliance, and usage.

11. **EASEMENT:** The Abstract shows an Easement in favor of Warren Water, Inc., in the Madison County, Iowa, Recorder's Office recorded on November 15, 2000 in Deed Record 144 Page 355 relative to the aforementioned legally described property. You should review the Easement for boundary lines, compliance, and usage.

12. **EASEMENT:** The Abstract shows an Easement in favor of Warren Water District in the Madison County, Iowa, Recorder's Office recorded on November 13, 2018 in Book 2018 Page 3635 relative to the aforementioned legally described property. You should review the Easement for boundary lines, compliance, and usage.

13. **GROUNDWATER HAZARD STATEMENT:** If the Title to this property is to be transferred, with or without Declaration of Value, submitted to the County Recorder under Chapter 428A of the Iowa Code, a Groundwater Hazard Statement must be submitted as regards to well sites, solid waste disposal sites, hazardous waste sites, or underground storage tank sites on the subject property.

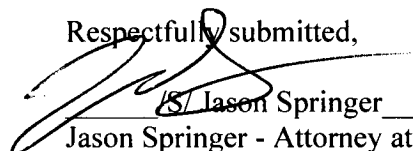
14. **TITLE OPINION LIMITATION:** Attached hereto and made of part hereof, are certain Title Opinion Limitations, labeled "Attachment A".

I appreciate the opportunity to be of service to you in rendering this Title Opinion. If you desire further assistance in clearing objections set forth in this Opinion, I would be happy to provide this additional service.

15. **TITLE OPINION LIMITATION:** Attached hereto and made of part hereof, are certain Title Opinion Limitations, labeled "Attachment A".

I appreciate the opportunity to be of service to you in rendering this Title Opinion. If you desire further assistance in clearing objections set forth in this Opinion, I would be happy to provide this additional service.

Respectfully submitted,


Jason Springer
Jason Springer - Attorney at Law

ATTACHMENT A

TITLE OPINION LIMITATIONS

1. This Opinion does not cover the following items, which do not appear in the Abstract of Title and require a physical inspection of the property:

Location of boundary lines;
Rights of parties in possession;
Easements existing by virtue of prescription and or usage; and
Compliance with local zoning ordinances.

2. You should ascertain that full payment has been made for any material or labor devoted to the improvement of the subject property within the last ninety (90) days in that any claim related to such may be prior to any rights gained in the purchase of this property.

Please note that the Abstract of Title makes no report of Special Assessments unless such are certified to the County Treasurer's Office. It is possible that a Special Assessment has been levied but not yet certified to the Treasurer. It is recommended that you request information as to whether any improvements have been made which may result in a Special Assessment.

4. Liens, judgments, mortgages and other documents or proceedings which might affect the title to the property, filed or recorded after the time of the last certification of the abstract, would not be shown.

5. Bankruptcy proceedings commenced within ninety (90) days of any transfer of the interest in the above-described property may give rise to the property being included in a bankruptcy estate, which may adversely affect the title.

6. This Opinion does not warrant against toxic or hazardous waste problems that may affect the property under examination. The Abstract does not cover such items. You should assure yourself that no violations of any statute or ordinance exist with respect to the subject property.

7. This Opinion is directed solely to the addressee herein and solely for the addressee's use and purposes. No other parties are entitled to rely thereon.

8. Ascertain whether Chapter 409 of the Iowa Code, relating to platting procedures, is applicable and if so, whether there has been compliance therewith.

Prepared by: Jason A. Springer, 148 W. 2nd Street, Suite 4, Madrid, IA 50156 515-419-1471
Return to: Same

Certificate of the County Treasurer of Madison County, Iowa.

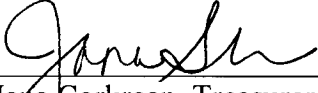
STATE OF IOWA)
)ss
COUNTY OF MADISON)

I, Jana Corkrean, do hereby certify that I am the duly elected and acting Treasurer of Madison County, Iowa; that I have examined the records in my office in accordance with the provisions of Section 354.11 of the Code of Iowa pertaining to the following described real estate:

Parcel "D" located in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-six (26), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 30.90 acres, more or less, as shown in Plat of Survey filed in Book 2018, Page 2499 on August 2, 2018, in the Office of the Recorder of Madison County, Iowa.

to be hereinafter designated as **BLUE SILO ESTATES**, do hereby certify that the same is free from certified taxes, special assessments and special rates and charges. Taxes for fiscal year 2018-2019, payable 2019-2020, are paid through this date.

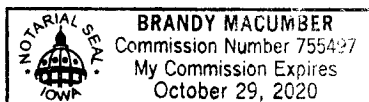
Dated this 3 day of Sept., 2020.

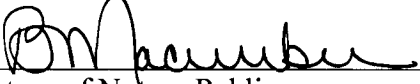


Jana Corkrean, Treasurer of Madison
County, Iowa

STATE OF IOWA, COUNTY OF MADISON

This record was acknowledged before me on Sept. 3, 2020, by
Jana Corkrean as Deputy of the Madison County Treasurer.





Signature of Notary Public

Certificate of the County Auditor of Madison County, Iowa.

STATE OF IOWA)
)ss
COUNTY OF MADISON)

I, Shelley D. Kaster, Auditor of Madison County, Iowa, having examined the records of my office, in accordance with the provisions of Section 354.11 of the Code of Iowa pertaining to the following described real estate:

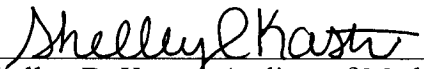
Parcel "D" located in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-six (26), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 30.90 acres, more or less, as shown in Plat of Survey filed in Book 2018, Page 2499 on August 2, 2018, in the Office of the Recorder of Madison County, Iowa.

to be known and platted as:

BLUE SILO ESTATES, an Official Plat, Madison County, Iowa;
do hereby certify that the name **BLUE SILO ESTATES** is available in Madison County, Iowa and that **BLUE SILO ESTATES** is hereby approved by the Auditor's Office of Madison County, Iowa.

I further certify that **Scott M. Reinhardt and Holly L. Reinhardt, husband and wife**, are the record titleholders of said real estate to be converted to **BLUE SILO ESTATES**.

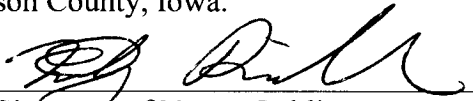
Dated this 15th day of September, 2020.



Shelley D. Kaster, Auditor of Madison
County, Iowa

STATE OF IOWA, COUNTY OF MADISON

This record was acknowledged before me on September 1st, 2020, by Shelley D. Kaster as Auditor of Madison County, Iowa.



Signature of Notary Public



Prepared by: Jason A. Springer, 148 W. 2nd Street, Suite 4, Madrid, IA 50156 515-419-1471
Return to: Same

AGREEMENT RE: ROADS AND DRIVEWAYS

This Agreement dated August 27, 2020, by and between **Scott M. Reinhardt and Holly L. Reinhardt, husband and wife**, the proprietors of BLUE SILO ESTATES, and Todd Hagan, Madison County Engineer.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Scott M. Reinhardt and Holly L. Reinhardt, husband and wife, the proprietors of BLUE SILO ESTATES, a Plat of the following described real estate:

Parcel "D" located in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-six (26), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 30.90 acres, more or less, as shown in Plat of Survey filed in Book 2018, Page 2499 on August 2, 2018, in the Office of the Recorder of Madison County, Iowa.

hereby agrees that all private roads located within BLUE SILO ESTATES are private roads and are not being dedicated to Madison County, Iowa. **Scott M. Reinhardt and Holly L. Reinhardt, husband and wife** consents and agrees that such roads shall not be maintained in any manner by Madison County, Iowa or the Madison County Engineer's Department.

Dated this 27 day of August, 2020.


SCOTT M. REINHARDT

Holly Reinhardt
HOLLY L. REINHARDT

STATE OF IOWA, COUNTY OF Polk

This record was acknowledged before me on 8-27-20, 2020, by
Scott M. Reinhardt and Holly L. Reinhardt, husband and wife.



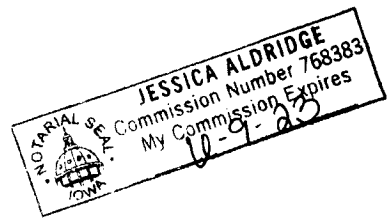
[Signature]
Signature of Notary Public

Dated this 25 day of September, 2020.

[Signature]
Todd Hagan, Madison County Engineer

STATE OF IOWA, COUNTY OF Madison

This record was acknowledged before me on 9-25, 2020, by
Todd Hagan, the Engineer for Madison County, Iowa.



[Signature]
Signature of Notary Public

Prepared by: Jason A. Springer, 148 W. 2nd Street, Suite 4, Madrid, IA 50156 515-419-1471
Return to: Same

LAND DISTURBING ACTIVITIES AFFIDAVIT

STATE OF IOWA)
)ss
COUNTY OF MADISON)

Pursuant to Iowa Code Section 161A.64, 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 statements made herein, **Scott M. Reinhardt and Holly L. Reinhardt, husband and wife**, being first duly sworn on oath does solemnly swear to affirm that:

Scott M. Reinhardt and Holly L. Reinhardt, husband and wife, do not plan to engage in land disturbing activities upon the the following described real estate:

Parcel "D" located in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-six (26), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 30.90 acres, more or less, as shown in Plat of Survey filed in Book 2018, Page 2499 on August 2, 2018, in the Office of the Recorder of Madison County, Iowa.

As owners or occupants of the land described above, **Scott M. Reinhardt and Holly L. Reinhardt, husband and wife**, are aware that it 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 161 A.43 and 161A.44, Code of Iowa.

Scott M. Reinhardt and Holly L. Reinhardt, husband and wife, are aware that loss limit regulations prohibits sediment from leaving the site in excess of 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.

Scott M. Reinhardt and Holly L. Reinhardt, husband and wife, assume responsibility for all land disturbing activities conducted on this property by it or other

people or entities it represents. This authority covers only the land and land disturbing activity described above.

Scott M. Reinhardt and Holly L. Reinhardt, husband and wife, are the owners of the land and have full authority to enter into this agreement

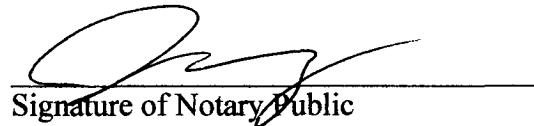
Dated this 27 day of August, 2020.

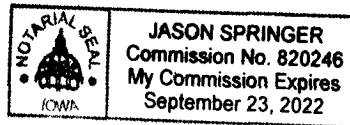

SCOTT M. REINHARDT


HOLLY L. REINHARDT

STATE OF IOWA, COUNTY OF

This record was acknowledged before me on 8-27, 2020, by **Scott M. Reinhardt and Holly L. Reinhardt, husband and wife.**


Signature of Notary Public



ZO-RESOLUTION-092220B
APPROVING FINAL PLAT
BLUE SILO ESTATES 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 BLUE SILO ESTATES Subdivision and

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

Parcel "D" located in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-six (26), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 30.90 acres, more or less, as shown in Plat of Survey filed in Book 2018, Page 2499 on August 2, 2018, in the Office of the Recorder of Madison County, Iowa.

WHEREAS, there was also filed with said plat a dedication of said plat containing a statement to the effect that that the subdivision as it appears on the plat is with the free consent and in accordance with the desire of the proprietors, Scott M. Reinhardt and Holly L. Reinhardt, husband and wife.

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 proprietors and that the platted land is free from encumbrance, and Certified statement from the Treasurer of Madison County, Iowa, that said platted land is free from taxes.

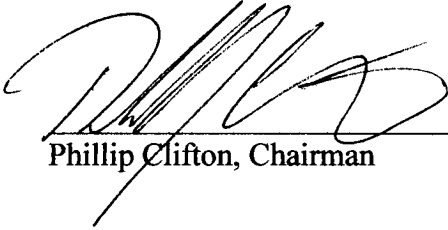
WHEREAS, the Board of Supervisors, Madison County, Iowa, finds that said plat conforms to the provisions of the Zoning Ordinance of Madison County, Iowa and that the plat, papers and documents presented therewith should be approved by the Board of Supervisors and that said plat, known as Blue Silo Estates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

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

- I. That said plat, known as BLUE SILO ESTATES 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.

Passed and approved by the Board of Supervisors on this 22nd day of September 2020, at Winterset, Iowa.

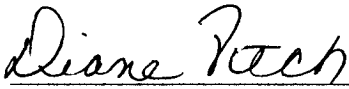
Madison County Board of Supervisors



Phillip Clifton, Chairman

Aye

Nay



Diane Fitch, Supervisor

Aye

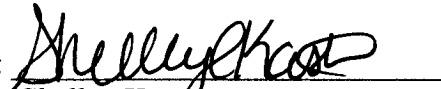
Nay



Robert Duff, Interim Supervisor

Aye

Nay

Attest: 
Shelley Kaster
Madison County Auditor

Prepared by and Return to: Jason Springer, 148 W 2nd St. Ste. 4 Madrid, IA 50156 515-419-1471

**DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND
RESTRICTIONS OF BLUE SILO ESTATES**

THIS DECLARATION is made this 27 day of August, 2020, by Scott M. Reinhardt and Holly L. Reinhardt, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common,

WHEREAS, Declarant is the owner of certain real property legally described as follows:

Parcel "D" located in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-six (26), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 30.90 acres, more or less, as shown in Plat of Survey filed in Book 2018, Page 2499 on August 2, 2018, in the Office of the Recorder of Madison County, Iowa.

To be Known as: Lots 1-3 of Blue Silo Estates, an Official Plat, now included and forming a part of Madison County, Iowa.

WHEREAS, Declarant is desirous of protecting the value and desirability of the Plat;

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

I. DEFINITIONS.

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

- A. "Plat" shall mean and refer to the real property described aforementioned.
- B. "Declarant" shall mean and refer to Scott M. Reinhardt and Holly L. Reinhardt, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common,
- C. "Lot" shall mean and refer to an individual parcel of land within the Plat.
- D. "Building Lot" shall mean and refer to one or more Lots, or one or more Lots and the portion or portions of adjacent platted Lots in the Plat, used for the construction of one dwelling as herein permitted.
- E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot or Building Lot that is a part of the Plat.
- F. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.

II. DESIGNATION OF USE OF LOTS.

- A. All Lots shall be known and described as single-family residential lots and shall not be improved, used or occupied for other than private residential purposes.
- B. No full-time commercial business activity may be conducted or maintained on any Lot.
- C. No Lot shall contain more than one (1) single-family residence per Lot. No Lot shall be Subdivided for the purpose of constructing more than one (1) single-family residence per Lot; however, parts of Lots may be conveyed to adjoining Lot owners for any other purpose.

III. BUILDING TYPES.

- A. No building or structure shall be constructed, altered, or maintained on any Building Lot other than a detached single-family dwelling with an attached private garage and an Outbuilding.
- B. No pre-erected dwelling or structure of any kind shall be moved onto any Lot.
- C. No mobile homes shall be placed or erected on any Lot.

IV. BUILDING AREA DESIGN AND CONSTRUCTION.

No residence shall be approved unless it meets the following requirements:

- A. One (1) story residences on the Lots shall have a ground floor finished area of not less than one thousand two hundred (1200) square feet.
- B. One and one-half (1 ½) story, split-level, split foyer or two story (2) residences must have a finished area of not less than one thousand six hundred (1,600) square feet.
- C. In computing total finished area, only 50% of a finished area that has its floor below the Exterior grade shall be included in the total finished area requirement.
- D. In the computation of floor area, the same shall not include any porches, breezeways, or attached or built-in garages.
- E. No more than twelve (12) inches of concrete block, poured concrete, or wood foundation shall be exposed on any building unless the exposed material is covered with brick, stone veneer, or siding.
- F. Following construction of the residential dwelling on any Lot, the entire yard shall be timely sodded. The requirement for sod shall be waived where a permanent underground irrigation system is installed on the Lot.
- G. Roof materials should be slate, tile, cedar shakes, or composite shingles. Composite shingles shall be architectural grade, minimum thirty (30) year warranty. Shingle color shall be compatible and complimentary to the exterior materials and colors. White or white blend roof materials are not acceptable. Metal accents are permitted.
- H. Each Lot owner shall keep the Lot free of weeds and debris and shall take all necessary steps to control erosion control measures before, during, and after construction. These measures may include silt fences, ground cover, and seeding over exposed areas. If, in the opinion of the Developer, erosion is not properly controlled, corrective action may be taken and the costs assessed against the Lot owner.
- I. Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Owner of any Lot shall be the solely responsible permittee for the Lot with respect to compliance with all terms, provisions, and requirements of any NPDES Storm Water Discharge Permits and any storm water pollution prevention plan which includes the Lot. During the

ownership of the Lot, the Lot owner shall protect, defend, indemnify, and hold the Developer and the other owners of the Lots 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: (1) any discharges of soil, silt, sediment, petroleum product, hazardous substances, or solid waste from Lot; and/or (2) any alleged violation of any NPDES or storm water discharge rule or regulation.

J. All mailboxes shall be placed in accordance with United States Postal Service regulations. Individual mailboxes will not be permitted. Cluster mailboxes will be provided by the United States Postal Service.

K. All building structures or improvements of any kind must be completed within twelve (12) months on the commencement date of the construction and construction must begin within twelve (12) months of the date on the deed from the Developer. All excess dirt from the excavation shall be hauled from the Lot or used as a part of the final landscape plan. Any excess dirt, concrete, or other debris may not be placed on the other land within the subdivision.

V. GARAGES AND DRIVEWAYS.

All dwellings shall have a minimum of a two-car attached garage.

VI. FENCES.

No fences or other structures 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 front of the front line of the residential dwelling extended to the side Lot lines.

VII. NUISANCES.

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.

VIII. TRASH RECEPTACLES.

No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling, garage or Outbuilding unless hidden by an attractive screen 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, garage or Outbuilding no earlier than twenty-four (24) 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, garage, or Outbuilding, within twenty-four (24) following the scheduled pick up of such trash.

IX. TOWERS AND ANTENNAS.

No exterior transmission towers, antennas or television and/or microwave transmission dishes of any kind shall be constructed, installed, modified, or permitted on the ground, on dwellings, on garages or on Outbuildings. Notwithstanding the foregoing, exterior towers, antennas or television and/or microwave receiver dishes which are designed to receive direct broadcast satellite service, including direct home satellite service, and have a diameter of less than one (1) meter, or which are designed to receive video programming services by a multipoint distribution service, including multichannel multipoint distribution services, instructional television fixed services, and are on (1) meter or less in diameter or diagonal measurement, shall be permitted. No more than one (1) such tower, antenna or television and/or microwave receiver dish shall be permitted on each Lot. No more than one (1) penetration into the dwelling shall be permitted for the cable from such tower, antenna or television and /or microwave receiver dish. No other exterior towers or antennas shall be constructed, installed, modified or permitted on the ground, on dwellings, on garages, or on Outbuildings.

X. MAINTENANCE.

The Owner and /or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, weeds and debris and to keep the lawn and landscaping 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 exterior of any dwelling, the driveway, fence, screening and all other improvements.

XI. CERTAIN ANIMALS PROHIBITED.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that horses, dogs, cats and other common household pets may be kept so long as they are not kept or maintained for commercial purposes. In no event, however, shall more than a total of three (3) dogs and/or cats be kept at any on Building Lot at any one time. Dogs must be either kept in the dwelling, on a leash, or in a shelter aesthetically compatible with the dwelling and surrounding areas, and dog runs, if any, must be completely screened or otherwise hidden from view from any other Lot and all streets with the Plat. Horses must be kept on a halter-rope or bridle, or in a shelter aesthetically compatible with the dwelling and surrounding areas, and pasture fencing shall also be composed of aesthetically compatible material.

XII. ACCESSORY STRUCTURES.

Each Building Lot may have customary and traditional accessory structures such as a tool shed, garden house, swimming pool, tennis court and the like. Swimming pools, tennis courts, Outbuildings and other accessory structures and improvements, including dog kennels and runs, shall not extend farther than the front line of the residential dwelling extended to the side or rear

Lot line, as the minimum distance established by the zoning ordinance of the City or the minimum distance as established in the Plat as recorded, whichever is the more restrictive.

XIII. SURFACE WATER.

The topography of the Plat is such that surface water may flow from certain Building Lots onto other Building Lots. In regard to all matters concerning surface water, each Building Lot shall be subject to and benefited by such easements as may exist from the flowage of surface water under the laws from time to time; and all Owners shall have such rights and obligations with respect thereto as may be provided by such laws.

XIV. ENFORCEMENT OF COVENANTS.

This Declaration shall be deemed to run with the land, and the Declarant or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration to enjoin its violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity, and shall further be entitled to recover reasonable legal fees and costs if the Declarant or Owner prevails in any such action.

XV. AMENDMENTS OF COVENANTS.

This Declaration may be amended from time to time with the approval of the Owners. Such approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the owners. The Owner of each Lot (or the joint Owners of 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 the Lots, it may make amendments or modifications to this Declaration without the consent of any other owners or other party. Such amendments or modifications by the Declarant shall be effective only after all other Owners are provided with a copy of the amendment or modification and the amendment or modification has been filed with the Recorder.

XVI. PERIOD OF COVENANTS.

This Declaration shall continue and remain in full force and effect at all times as to the Plat and as to the Owners of any Lot, regardless of how title was acquired, until the date twenty-one (21) years after the recording of this Declaration, on which date this Declaration shall automatically be extended for two (2) successive periods of five (5) years each, unless on or before the end of the base period, or the first extension period, the Owners of not less than fifty percent (50%) of the Lots, by written instrument duly recorded, declare a termination of the same.

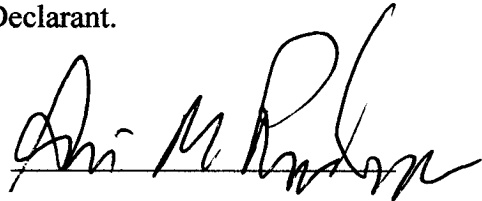
XVII. ENFORCEMENT AND WAIVER.

- A. In the event that any one or more of the foregoing covenants, conditions or restrictions shall be declared for any reason by a court or competent jurisdiction to be null and void, such judgement or decree shall not any

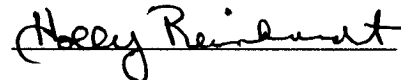
manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.

- B The Plat shall also be subject to any and all rights and privileges of the City, now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of the Plat, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the County, the more restrictive shall be binding.

IN WITNESS WHEREOF, this Declaration of Residential Covenants, Conditions and Restrictions, was made the date first written above by the Declarant.



Scott M. Reinhardt



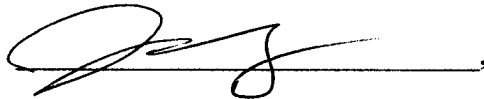
Holly L. Reinhardt

STATE OF IOWA)

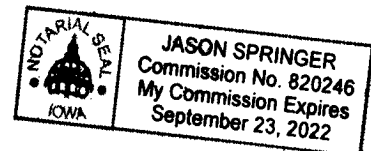
) ss:

COUNTY OF BOONE)

On this 27th day of August, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott M. Reinhardt and Holly L. Reinhardt and that they have acknowledged execution of the instrument to be the voluntary act and deed.



Notary Public in and for the State of Iowa





Document 2020 3762
Book 2020 Page 3762 Type 06 044 Pages 26
Date 10/05/2020 Time 10:26:55AM
Rec Amt \$132.00 Aud Amt \$5.00

INDEX LEGEND
COUNTY: Madison
SITE ADDRESS: 1402 Quail Ridge Avenue
CITY: Van Meter
SECTION: 26 TOWNSHIP: 77 RANGE: 27
ALIQUOT PART: NW1/4 NE1/4
PROPRIETOR: Scott and Holly Reinhardt
REQUESTED BY: Scott Reinhardt
SURVEYOR NAME: Vincent E. Piagentini

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK
SCAN
ANNO

SPACE ABOVE FOR USE BY RECORDER OFFICE

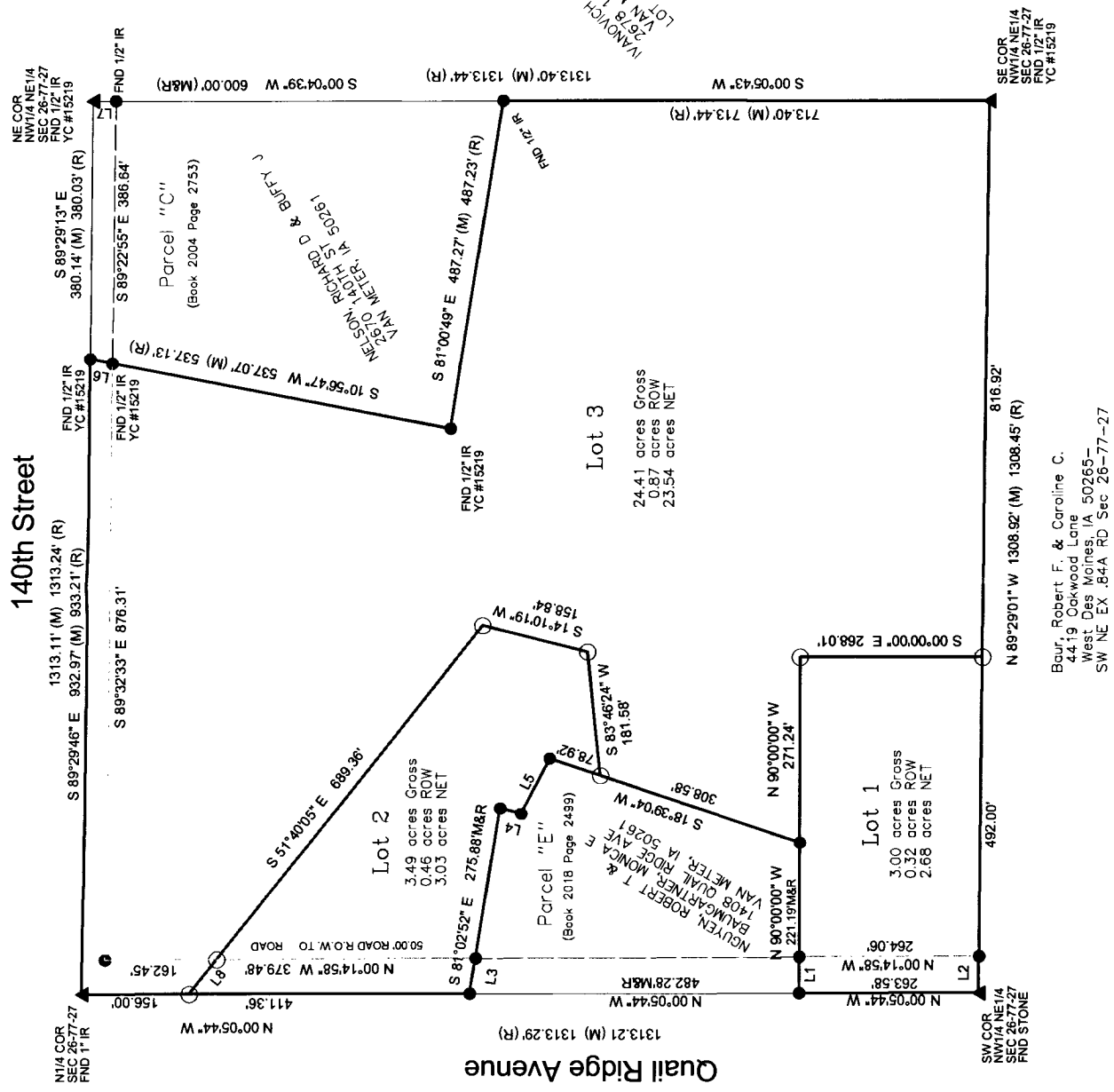
OWNER / DEVELOPER
Scott & Holly Reinhardt
1402 Quail Ridge Avenue
Van Meter, Iowa 50261

Legal Description
Parcel "D" of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section Twenty-six (26), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, as filed in Book 2018 Page 2499 of the records of the Madison County Recorder's Office.

FINAL PLAT
Blue Silo Estates

140th Street

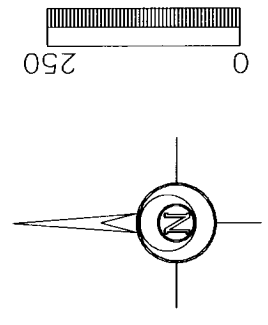
Quail Ridge Avenue



LINE TABLE

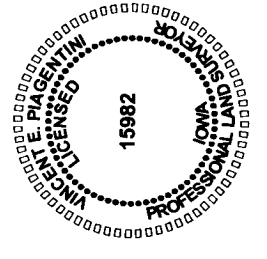
#	Bearing	Length
L1	N 90°00'00" E	52.82'
L2	N 89°29'01" W	53.53'
L3	S 81°02'52" E	52.20'
L4	S 14°22'36" W	32.00'
L5	S 63°08'21" E	91.18'
L6	S 10°56'47" W	33.00'
L7	S 00°04'39" W	33.12'
L8	S 51°40'05" E	64.50'

- NOTES:
1. Building setbacks to be 50 feet front and rear yard and 25 feet side yard.
 2. Sewer to be individual septic systems.
 3. Water to be rural water.
 4. Any new driveway entrances shall have a 24 foot minimum width.
 5. Property is currently zoned Agricultural.



SYMBOLS LEGEND:

R	RECORDED DISTANCE
M	MEASURED DISTANCE
C	CALCULATED DISTANCE
●	FOUND 1/2" IR YC 15982 UNLESS NOTED
○	SET 1/2" IR YC 15982 UNLESS NOTED
▲	SECTION CORNER FOUND
△	SECTION CORNER SET
POB	UNLESS NOTED POINT OF BEGINNING
POC	UNLESS NOTED POINT OF COMMENCEMENT
YC	YELLOW CAP
IR	IRON ROD
IP	IRON PIPE



DATE OF SURVEY FIELDWORK: DRAFTING DATE: DRAFTER: VP PROJECT NO:
I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
Vincent E. Piagentini 9/1/2020 DATE
VINCENT E. PIAGENTINI, IOWA LIC. NO 15982
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020.
ADDITIONAL PAGES CERTIFIED (NONE UNLESS INDICATED HERE)

ABACI CONSULTING, INC.
CIVIL ENGINEERING - LAND SURVEYING
3000 SE Grimes Blvd., Ste 800, GRIMES, IOWA 50111, PH. (515)986-5048