



**PLAT AND CERTIFICATE  
FOR BLUEBIRD ESTATES SUBDIVISION,  
MADISON COUNTY, IOWA**

LISA SMITH, COUNTY RECORDER  
MADISON IOWA

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

SEE ATTACHED

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. Attorney's Opinion;
2. Consent to Plat;
3. Certificate from County Treasurer;
4. Resolution of the Board of Supervisors of Madison County, Iowa, approving said plat;
5. Agreement with County Engineer; and
6. Declaration of Covenants, Conditions and Restrictions;
7. Ground Water Statement;
8. Madison County Soil and Water Conservation District Land Disturbing Activity Affidavit;
9. IDNR approved NPDES General Permit #2;
10. Consent of County Auditor to subdivision name.

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

*[Handwritten signature]*

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

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 4<sup>th</sup> day of JANUARY  
2008 by C.J. Nicholl.

*[Handwritten signature]*

Notary Public in and for said State of Iowa



Parcel D and Parcel C recorded in Book 2003, Page 1241, Madison County Recorder's Office, Madison County, Iowa, located in the Southwest Quarter of the Northwest Quarter and part of the Northwest Quarter of the Southwest Quarter of Section 5, and Government Lot 4 and part of Government Lot 7, of Section 6, Township 77 North, Range 26 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Beginning at the northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 5; thence on an assumed bearing of North 83 degrees 21 minutes 45 seconds East along the northerly line of said Southwest Quarter of the Northwest Quarter and the northerly line of said Parcel D and Parcel C 1080.94 feet to the northeast corner of said Parcel C and the centerline of a Madison County Highway; thence South 02 degrees 09 minutes 23 seconds West along the easterly line of said Parcel C and said centerline 1296.40 feet; thence southeasterly 88.67 feet along said easterly line and said centerline and a non-tangential curve concave to the northeast, said curve has a radius of 191.00 feet, a central angle of 20 degrees 35 minutes 54 seconds, a chord 68.30 feet in length bearing South 06 degrees 41 minutes 36 seconds East; thence southeasterly 267.99 feet along said easterly line and said centerline and a non-tangential curve concave to the northeast, said curve has a radius of 191.00 feet, a central angle of 80 degrees 23 minutes 31 seconds, a chord 246.54 feet in length bearing of South 57 degrees 21 minutes 47 seconds East to the southeast corner of said Parcel C; thence South 80 degrees 42 minutes 27 seconds West along the southerly line of said Parcel C and Parcel D and the centerline of a Madison County Highway 1275.80 feet; thence South 80 degrees 45 minutes 48 seconds West along said southerly line and said centerline 661.20 feet to the east line of the West 40 rods of said Government Lot 7; thence North 00 degrees 48 minutes 33 seconds East 296.00 feet along said east line to the southerly line of said Government Lot 4; thence South 83 degrees 17 minutes 10 seconds West along said southerly line 665.73 feet to the southwest corner of said Government Lot 4; thence North 00 degrees 48 minutes 33 seconds East along the westerly line of said Government Lot 4 a distance of 1310.68 feet to the northwest corner of said Government Lot 4; thence North 83 degrees 15 minutes 36 seconds East along the northerly line of said Government Lot 4 a distance of 1318.78 feet to the northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 5 and the point of beginning.

Said tract contains 81.35 acres and is subject to a Madison County Highway Easement over the southerly and easterly 2.55 acres thereof.

**DEDICATION OF PLAT  
OF  
BLUEBIRD ESTATES SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS:

That Bluebird Properties, LLC and Tray W. Thomas and Tammy Thomas, husband and wife, do hereby certify that they are the sole owners and proprietors of the following-described real state:

See Attached

That the subdivision of the above-described real estate as shown by the final plat of Bluebird

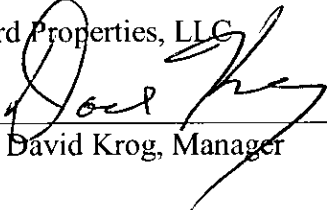
Estates Subdivision is with the free consent and in accordance with the owners' desire as owners of

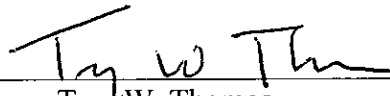
said real estate.

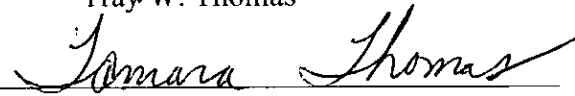
DATED this 13 day of June, 2007.

Bluebird Properties, LLC

By

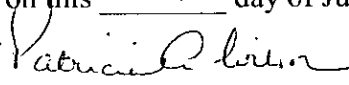
  
David Krog, Manager

  
Tray W. Thomas

  
Tammy W. Thomas

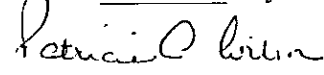
STATE OF IOWA, COUNTY OF POLK

This instrument was acknowledged before me on this 13<sup>th</sup> day of June, 2007, by David Krog, as Manager of Bluebird Properties, LLC.

  
Notary Public in and for said State of Iowa

STATE OF IOWA, COUNTY OF POLK

This instrument was acknowledged before me on this 13<sup>th</sup> day of June, 2007, by Tray W. Thomas and Tammy Thomas.

  
Notary Public in and for said State of Iowa



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Said tract contains 81.35 acres and is subject to a Madison County Highway Easement over the southerly and easterly 2.55 acres thereof.

**ATTORNEY'S OPINION FOR FINAL PLAT,  
BLUEBIRD ESTATES SUBDIVISION**

I, Jerrold B. Oliver, an attorney at law licensed to practice under the laws of the State of Iowa, have examined the abstract of title in two (2) parts, one part of which was last certified to June 14, 2007, at 8:00 a.m., and one part of which was certified to June 12, 2007, at 8:00 a.m., by Madison County Abstract Co. The two abstracts show the chain of title to the following described real estate which is the real property contained in the Final Plat of Bluebird Estates Subdivision, Madison County, Iowa:

See Exhibit "A" Attached

In my opinion, merchantable title to the above described property is in the names of Bluebird Properties, LLC and Tray W. Thomas and Tamara Thomas, husband and wife, free and clear of all liens and encumbrances.

We call to your attention the following easements:

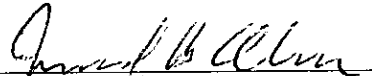
1. The abstract to said Parcel "C" shows the following easements:
  - a. Entry No. 6 shows an Easement to Madison County, Iowa for road purposes dated November 5, 1955, and filed November 7, 1955, in Deed Record 88, Page 51 of the Recorder's Office of Madison County, Iowa.
  - b. Entry No. 16 shows an Easement to Warren Water, Inc. dated June 11, 2002, and filed June 15, 2002, in Book 2002, Page 3433 of the Recorder's Office of Madison County, Iowa for water pipeline purposes.

2. The abstract for the rest of the real estate under examination shows the following easements:

- a. Entry No. 3 shows an Easement to Madison County, Iowa for road purposes dated February 7, 1939, and filed April 11, 1939, in Deed Record 77, Page 59 of the Recorder's Office of Madison County, Iowa.
- b. Entry No. 13 shows an Easement to Madison County, Iowa for road purposes dated November 5, 1955, and filed November 7, 1955, in Deed 88, Page 51 of the Recorder's Office of Madison County, Iowa.
- c. Entry No. 30 shows an Easement to Warren Water, Inc. dated June 11, 2002, and filed July 15, 2002, in Book 2002, Page 3433 of the Recorder's Office of Madison County, Iowa, for water pipeline purposes.

Respectfully submitted,

JORDAN, OLIVER & WALTERS, P.C.

By 

Jerrold B. Oliver

Farmers & Merchants Bank Bldg.

P.O. Box 230

Winterset, Iowa 50273

Telephone: (515) 462-3731

## EXHIBIT "A"

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Said tract contains 81.35 acres and is subject to a Madison County Highway Easement over the southerly and easterly 2.55 acres thereof.




**CERTIFICATE OF THE COUNTY TREASURER  
OF MADISON COUNTY, IOWA**

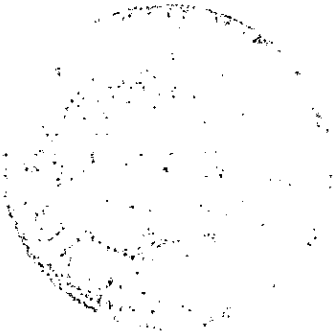
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I, G. JoAnn Collins, do hereby certify that I am the duly elected and acting Treasurer of Madison County, Iowa; that I have examined the records in my office, and that there are no unpaid taxes forming a lien against the following-described real estate, to-wit:

See Attached

DATED at Winterset, Iowa, this 17 day of October, 2007.

  
\_\_\_\_\_  
G. JoAnn Collins, Treasurer of Madison County,  
Iowa



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Pursuant to Iowa Code requirements, the following proposed subdivision name:

Bluebird Estates Subdivision

For property located at:

See Attached

And owned by:

Bluebird Properties, LLC

Has been approved on the 20 day of June, 2007.

By the Auditor, Madison County, Iowa.

*Joan Welch, Auditor*  
Joan Welch, Auditor  
*C. Spica*  
deputy

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**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
BLUEBIRD ESTATES  
MADISON COUNTY, IOWA**

We, Bluebird Properties, LLC, and Tray Thomas and Tammy Thomas, Husband and Wife, hereinafter referred to as “Declarants”, are now the fee simple owners and record titleholders of the following-described real estate:

See Legal Description Attached Herteo

which real estate is being platted as Bluebird Estates, 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 Bluebird Estates Homeowners’ Association, Inc., 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 private roadway maintained by the Association including the improvements thereon, and any easements shown on the plat for the common use and enjoyment of the owners. The Common Area shall also be all portions of paving, rock roads, and utilities located in the Common Area.

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 or under 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. The lots are burdened with easements for roads, public utilities and other purposes as shown on the plat.

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 to any person who resides within the subdivision, 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.

#### Homeowners' Association, Membership and Voting Rights.

Section 1. Homeowners' Association. The management and administration of the properties shall be governed and managed by a Homeowners' Association organized and existing under Chapter 504 of the Code of Iowa. Copies of its Articles of Incorporation and Bylaws are attached to this Declaration of Covenants, Conditions and Restrictions, as Article A and B, respectively.

Section 2. 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 3. All owners shall be entitled to one vote in the Association for each Lot. 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.

Section 4. Notwithstanding any other provisions of this Declaration, the Declarants, their successors and assigns, shall be the sole voting membership of the Association until Declarant no longer owns any portion of the property, or until Declarant waives in writing this right to be the sole voting membership, whichever first occurs. While the sole voting member the Declarant, their successors and assigns, shall have the right to elect all Directors of the Association. Declarant shall waive in writing his right to be the sole voting membership when all lots have been sold.

#### 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. (b) The Board of Directors shall fix the annual assessment each year thereafter. (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 lot requires its own septic service at the owner's expense. Percolation tests, should they be required by the Madison County Public Health Department, are the responsibility of the owners. 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 sanitary 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, paving of adjacent roads, fences and sidewalks, if necessary, to comply with any directive of Madison County, Iowa.

ARTICLE VI.

Use of Residential Lots and Restrictions

Section 1. Use and Restrictions. Subject to the provisions of this Declaration, the following shall govern and restrict the use, occupancy and alienation of lots within Bluebird Estates:

a. Lots within the Subdivision are to occupied and used only for residential purposes by lot owners and their families, tenants and social guests. No occupant of a lot shall create a nuisance to other occupants or interfere with the peaceable possession of occupation of other lots. There are no restrictions on occupancy or alienation by reason of age, race, sex or religion.

b. These general restrictions shall apply to all lots within the Subdivision:

1. All setbacks will be in accordance with the Madison County regulations and building setbacks as shown on the recorded plat.

2. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Bluebird Estates. The Owner of occupant of a lot shall at his or her expense keep and preserve that portion of the easement within his or her property at all times in good repair and conditions, and shall neither erect or permit erection of any building or structure of any kind nor permit any growth of any kind within this easement which might interfere in any way with the use and patrolling of any of the utility services and drainage courses located in the easement.

3. There is hereby reserved for the benefit of Declarations, the Association and their respective successors and assigns the alienable, transferable and

perpetual right and easement upon, over and across those strips of land fifty (50) feet in width located along and adjacent to those exterior lot boundaries shown on the Plat of Survey for the installation, maintenance and use of trails, directional signs and related improvements, provided that Declarant shall have no obligation to construct any such improvement.

4. Drainage of storm and surface waters in the plat will be by open surface water drainage courses in true keeping with the rural nature of the zoning classification. Each Owner will be responsible for accepting any upstream drainage including drainage from streets and street culverts, and passing the water across the street to the downstream side. The Owner shall not divert drainage from its natural course to another lot without the express written consent of the other Owner. Each Lot Owner agrees to maintain, keep free of weeds and debris and keep in good repair, at no costs or expense to Madison County, any surface water drainage, or storm drainage way, located on, over and across the Lot. Madison County in no way assumes responsibility for maintenance of surface water drainage courses or any damage that may be caused by the surface after drainage course to each of every Lot or improvements placed thereon, in the Plat.

5. No building or structure of a temporary character and no trailer, basement, tent, shack, garage or Outbuilding shall be used at any time as a residential dwelling on any lot.

6. No more than a combination of two (2) boat, snow mobile, recreational vehicle, trailer, lawn tractor or other vehicle other than automobiles shall be stored or parked on any Lot unless enclosed in a House or Outbuilding. The Association

may limit or prohibit the parking of automobiles on any street or driveway. In the event of violation of this provision the Association may, after reasonable notice, remove such boat, snow mobile, recreational vehicle, trailer or other vehicle and assess the costs of such removal to the Owner of the Lot.

7. The Owner or person in possession of each Lot, whether vacant or improved, shall keep grassy areas the mowed and free of weeds and the entire lot free of debris. Each Owner agrees that after written notice given by certified mail to such Owner or person in possession by the Association or any property within 500 feet of such lot, such weeds and/or such debris shall be removed within fifteen (15) days, failing which the Association giving such notice may enter upon the property to cut or cause to be cut such weeds, remove or cause to be removed such debris, and shall have a right of action against the Owner of such lot for the collection of the costs thereof.

8. Each Owner shall be responsible for the repair, maintenance and replacement of utility services and lines serving his or her Lot.

9. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdictions, shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of property shall be the same as the responsibility for the maintenance for the repair of the property concerned.

10. No lot shall be subdivided, partitioned, replatted or in any way divided so as to create more than one parcel of real estate for the purpose of constructing and maintaining a House thereof.

11. No signs of any kind shall be displayed to the public view on any lot, except, signs of not more than six (6) square feet advertising property for sale or rent, or signs used by a builder to advertise the property during construction. Excluded from this provision are signs promoting politicians running for public office.

12. If any lot owner decides to erect a fence upon his lot in conformity to these Conditions, Covenants and Restrictions, 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.

13. Any perimeter fence erected by owners is to be constructed of white plastic or white fiber composite.

14. A lot owner shall have the right to lease or rent the premises owned by such owner provided that Outbuildings shall not be rented separately from the residence located on such lot.

Section 2. Architectural control.

a. No building or structure, nor any addition or alteration thereof shall be constructed, altered, or maintained on any building plot unless and until detailed plans, specifications, proposals, and site plans (hereinafter collectively referred to as "Plans") shall have been filed in writing and have been approved in writing by the Association. The Association shall have a right to charge a fee for filing of such plans.

b. Submitted plans shall contain details of design, color scheme, elevation, site grade, fencing, roofing, solar systems, and location of dimensions of structures, walks, driveways, landscaping, yard lights, and mailboxes and shall also state the type of construction, including the submission of proposed external details. The Association shall not unreasonably withhold approval of plans submitted pursuant hereto provided, however, that failure to meet covenants, restrictions and conditions contained herein shall be grounds for the Association's reasonable disapproval of such plans.

c. Failure of the Association to disapprove plans within sixty (60) days of submission of said plans shall be deemed to be approval thereof. The Association and its designated architect shall not be liable to anyone in damages who has submitted plans for approval, or to any Owner by reason of mistaken judgment, negligence, or nonfeasance of itself, its agents or employees arising out of or in connection with the approval or disapproval of any such plans.

d. Plans approved by the Association shall permit the Owner of a building plot to construct in accordance with said plans and in conformity of the applicable codes. Dirt removal, excavation or construction shall not be commenced until approval therefore has been received from the Association.

e. Any deviation in construction on any building plot from approval plan, which



in the judgment of the Association is of substantial detriment to the appearance of the structure or surrounding area, shall be corrected to conform to the approval plans at the expense of the Owner of the building plot.

f. The Association may grant permission to allow reasonable variances from the strict application of the provisions of this Declaration of Covenants, Conditions and Restrictions.

Section 3. Minimum dwelling floor area requirements. No dwelling shall be constructed or permitted to remain upon any lot within the development unless it has a finished living area of not less than 2000 square feet and a main floor area of not less than 1800 square feet.

In the computation of floor area, the same shall not include any porch breezeways, garages, attics, cellars, and basements.

Section 4. Design and construction of House and Outbuildings.

a. No mobile home or manufactured home, as defined in the Code of Iowa, shall be placed upon or erected on any Lot.

b. No House, Outbuilding, or any other structure shall be constructed, altered or maintained on any lot unless it has a driveway running from a street to the home which must be of a sufficient area to park at least two (2) automobiles entirely off the street. All driveways shall be constructed of concrete, bituminous surfacing, or three-quarter (3/4) inch limestone gravel.

c. All dwellings must have, at a minimum, double-attached or double-basement garage

d. All Houses, or Outbuildings, or improvements of any kind must be completed

within twelve (12) months of the commencement date of the construction.

e. All painted surfaces on any House or Outbuildings shall be painted in earth tones or neutral colors.

f. No towers shall be constructed on any Lot, however, antenna and satellite dishes are permissible, provided that the same are screened in such a fashion so as not to be visible from the road ways or from any other lot.

g. Notwithstanding the provisions of this subsection to the contrary, guest houses may be permitted in Outbuildings subject to the approval of the plans of such Outbuildings. No guest house shall be used for permanent living quarters, nor shall any guest house be allowed on a lot which does not have a house erected thereon.

Section 5. Animals and Household Pets.

a. No more than 12 poultry, 2 cattle or 4 goats or 4 sheep shall be raised or kept on any lot, and no animals shall be bred for commercial purposes. All other livestock is prohibited. Horses, ponies, dogs, cats, and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than two (2) dogs, two (2) cats and one (1) horse per acre be maintained on any one lot at any one time.

b. No horses shall be kept on any lot until an Outbuilding has been constructed sufficient in size to provide stable area for the horses kept on such lot. The location, design and construction of the Outbuilding shall be approved in accordance with the Association's provisions of the architectural control provisions of the Declaration and shall comply with Madison County zoning regulations. Where the construction of an Outbuilding precedes the onset of the construction of a Dwelling, the Owner shall provide

the Association with a site plan sufficient in detail to assure that the location of the Dwelling, Outbuilding and Pasture Area conform with the Declaration in all respects.

c. No horse shall be kept on any lot unless and until an approved white plastic or white composite fence has been constructed on such lot providing for complete enclosure of the area where the horses will be kept (hereinafter "Pasture Area"). An approved fence is a fence approved in accordance with the express terms of the Declaration and in accordance with the architectural control and approval provisions herein. Horses shall be kept only in the Pasture Area, which area shall be restricted to that portion of the Lot located behind the House.

d. No lot shall be used for the commercial building, training or keeping of horses whether or not such boarding, keeping or training is being performed for remuneration or voluntarily.

e. Each lot shall be maintained so as to have a neat and groomed appearance. Each Owner shall take such measures as may be reasonably necessary so as to not allow soil erosion, noxious and offensive odors, waste, effluents, and pests on such lot. No owner shall allow the number of horses on their lot to cause, contribute to or create these adverse conditions.

f. An Owner shall be permitted to ride and exercise their horses on his or her property with the Pasture Area and on the driveways. Horseback riding shall be permitted on all Common Areas to the Association of Lot Owners of Bluebird Estates and any vacant lots within the development.

g. The provisions of this article may be enforced by the Association. In the event that an Owner fails to maintain fences located on his or her property or fails to comply

with the other restrictions of this article, the Association shall have the right to perform such action and assess thereof of the Owner on whose behalf the Association perform such actions.

## ARTICLE VII

### Other Rules and Regulations.

Other Rules and Regulations. The Association shall have the authority to amend and adopt reasonable rules and regulations governing the use of the property and such rules shall be observed and obeyed by the owners, their guests, and licensees. Such rules after being properly adopted shall have the same force and effect as if contained in this Declaration. The initial Rules and Regulations promulgated by the Declarant shall be deemed properly adopted by the Association without any formal action.

## ARTICLE VIII

### Remedies

In addition to the remedies to enforce the lien provided in Article VI, the Association shall have the right to enforce the provisions of this Declaration and Exhibits hereto, and any Rules and Regulations properly adopted by the Association against an individual lot owner or the occupant of any lot. The Association shall have the right to proceed at law or in equity to enforce any lien or any of the above items against the lot owner including an action for damages or Injunction and reasonable attorneys fees, and shall have the right to proceed against any tenant or other occupant who is violating any of the Rules and Regulations or provisions of this Declaration. In the event of any default by any lot owner under the terms of this Declaration, the Association shall have the right to correct such default and seek reimbursement from the lot owner. Any such costs, damages, or expenses in connection with this paragraph shall be a lien

against the lot owner enforceable at law or in equity.

## ARTICLE IX.

### Miscellaneous.

Section 1. 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.

Section 2. Severability. Invalidity of a covenant, restriction, agreement, undertaking or other provision of this Declaration document or Exhibit thereto shall not affect the validity of the remaining portions thereof.

Section 3. Covenant running with the Land. The provisions of this Declaration of Covenants, Conditions and Restrictions shall be deemed to be covenants running with the land inuring to the benefit fit and binding upon the parties, their successors and assigns and shall remain in full force and effect until December 31, 2027, at which time said covenants shall automatically be extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of the lots, it is agreed to delete said Covenants, Conditions and Restrictions in whole, or in part. No new or additional Covenants, Conditions or Restrictions shall be added unless all of the owners of the lots agree in writing to any such additional Covenants, Conditions or Restrictions.

Section 4. Declarants shall have the right to amend these Covenants, Conditions and Restrictions in whole or in part as long as Bluebird Properties, LLC, Tray Thomas or Tammy Thomas own any lots located within the subdivision. The consent of any other owners of lots shall not be required to make such amendment effective.

Dated this 15 day of Nov, 2007.

Bluebird Properties, LLC

By *Dave Krog*  
Dave Krog, Member/Manager

*Tray Thomas*  
Tray Thomas

*Tammy Thomas*  
Tammy Thomas

STATE OF IOWA, COUNT OF Polk

This instrument was acknowledged before me on this 15 day of November, 2007, by Dave Krog, Manager of Bluebird Properties, LLC.

*Kristina Hypes*  
Notary Public in and for said State of Iowa

STATE OF IOWA, COUNT OF Polk

This instrument was acknowledged before me on this 15 day of November, 2007, by Tray Thomas and Tammy Thomas.

*Kristina Hypes*  
Notary Public in and for said State of Iowa



Parcel D and Parcel C recorded in Book 2003, Page 1241, Madison County Recorder's Office, Madison County, Iowa, located in the Southwest Quarter of the Northwest Quarter and part of the Northwest Quarter of the Southwest Quarter of Section 5, and Government Lot 4 and part of Government Lot 7, of Section 6, Township 77 North, Range 26 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Beginning at the northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 5; thence on an assumed bearing of North 83 degrees 21 minutes 45 seconds East along the northerly line of said Southwest Quarter of the Northwest Quarter and the northerly line of said Parcel D and Parcel C 1080.94 feet to the northeast corner of said Parcel C and the centerline of a Madison County Highway; thence South 02 degrees 09 minutes 23 seconds West along the easterly line of said Parcel C and said centerline 1296.40 feet; thence southeasterly 68.67 feet along said easterly line and said centerline and a non-tangential curve concave to the northeast, said curve has a radius of 191.00 feet, a central angle of 20 degrees 35 minutes 54 seconds, a chord 68.30 feet in length bearing South 06 degrees 41 minutes 36 seconds East; thence southeasterly 267.99 feet along said easterly line and said centerline and a non-tangential curve concave to the northeast, said curve has a radius of 191.00 feet, a central angle of 80 degrees 23 minutes 31 seconds, a chord 246.54 feet in length bearing of South 57 degrees 21 minutes 47 seconds East to the southeast corner of said Parcel C; thence South 80 degrees 42 minutes 27 seconds West along the southerly line of said Parcel C and Parcel D and the centerline of a Madison County Highway 1275.80 feet; thence South 80 degrees 45 minutes 48 seconds West along said southerly line and said centerline 661.20 feet to the east line of the West 40 rods of said Government Lot 7; thence North 00 degrees 48 minutes 33 seconds East 296.00 feet along said east line to the southerly line of said Government Lot 4; thence South 83 degrees 17 minutes 10 seconds West along said southerly line 665.73 feet to the southwest corner of said Government Lot 4; thence North 00 degrees 48 minutes 33 seconds East along the westerly line of said Government Lot 4 a distance of 1310.68 feet to the northwest corner of said Government Lot 4; thence North 83 degrees 15 minutes 36 seconds East along the northerly line of said Government Lot 4 a distance of 1318.78 feet to the northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 5 and the point of beginning.

Said tract contains 81.35 acres and is subject to a Madison County Highway Easement over the southerly and easterly 2.55 acres thereof.

EXHIBIT "A"

ARTICLES OF INCORPORATION  
OF  
BLUEBIRD ESTATES HOMEOWNERS ASSOCIATION, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 504 of the Code of Iowa, and certify as follows:

ARTICLE I.

Name, Registered Agent and Registered Office.

The name of the corporation shall be Bluebird Estates Homeowners Association, Inc. hereinafter called the Association. Its registered agent is David Krog. Its registered office is at 4305 Cody Dr., West Des Moines, IA 50265.

ARTICLE II.

Purpose.

1. The purpose for which the Association is organized is to provide an entity for the construction, reconstruction, maintenance, operation and replacement of roads, waterlines, utilities, and other common improvements and areas of Bluebird Estates Subdivision, a subdivision located in Parcel "D" and Parcel "C" recorded in Book 2003, Page 1241, Madison County Recorder's Office, Madison County, Iowa, located in the Southwest Quarter of the Northwest Quarter and part of the Northwest Quarter of the Southwest Quarter of Section 5, and Government Lot 4 and part of Government Lot 7, of Section 6, Township 77 North, Range 26 West of the Fifth Principal Meridian, Madison County, Iowa.

2. The Association shall make no distributions of income to its members, directors, or officers.

ARTICLE III.

Powers.

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

2. The Association shall have all of the powers and duties set forth in the Declaration of Covenants, Conditions and Restrictions for Bluebird Estates Subdivision, these Articles of Incorporation and the Bylaws for this Association, and all powers and duties reasonably necessary, including, but not limited to, the following:

(a) To make and collect assessments against members to defray the costs, expenses, and losses of the Association.



(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To construct, reconstruct, maintain, operate and replace the Association property.

(d) To purchase insurance upon the Association property and insurance for the protection of the Association and its members.

(e) To reconstruct improvements after casualty and to further improve the property.

(f) To make and amend reasonable regulations respecting the use of the property.

(g) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association, and the regulations for use of the Association property.

(h) To employ personnel to perform the services required for proper operation.

3. The Association shall not have the power to purchase a lot in Bluebird Estates Subdivision. This provision shall not be changed without unanimous approval of the members.

4. All funds and the title of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

#### ARTICLE IV.

##### Members.

1. The members of the Association shall consist of all of the record owners of lots located within Bluebird Estates Subdivision. Contract purchasers shall be treated as owners of lots purchased once they take possession.

2. Change of membership in the Association shall be established by the recording in the public records of Madison County, Iowa, a deed or other instrument establishing a record title to a lot and the delivery to the Association of a copy of such instrument. The owner designated by such instrument thereby becomes a member of the Association. The membership of the prior owner shall be thereby terminated.

3. The shares of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his lot.

4. The members of the Association shall be entitled to at least one vote for each lot owned by them. The exact number of votes to be cast by owners of a lot and the manner of exercising voting rights shall be determined

by the Bylaws of the Association.

#### ARTICLE V.

##### Directors.

1. The affairs of the Association shall be managed by a Board consisting of the number of directors as shall be determined at any special or regular meeting of the members, but not less than three directors, and in the absence of such determination shall consist of three directors.

2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

3. The first election of directors shall not be held until after all of the lots of the subdivision have been sold by the developer of the subdivision, or until such developer elects to terminate its control of the subdivision, whichever shall first occur. The directors herein named shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors, or if there are no remaining directors, by the developer.

4. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified are:

David Krog  
4305 Cody Dr.  
West Des Moines, IA 50265

Tray W. Thomas  
4305 Cody Dr.  
West Des Moines, IA 50265

Tammy W. Thomas  
4305 Cody Dr.  
West Des Moines, IA 50265

#### ARTICLE VI.

##### Officers.

The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors.

#### ARTICLE VII.

##### Indemnification.

Every director and every officer of the Association shall be indemnified

by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

#### ARTICLE VIII.

##### Bylaws.

The first Bylaws of the Association shall be adopted by the Board of Directors, and may be altered, amended, or rescinded in the manner provided by the Bylaws.

#### ARTICLE IX.

##### Amendments.

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.
3. Approval of an amendment must be by not less than 75% of the entire membership of the Board of Directors or by not less than 75% of the votes of the entire membership of the Association.
4. A copy of each amendment shall be recorded in the public records of Madison County, Iowa.

#### ARTICLE X.

##### Incorporators.

The name and residence of the incorporator under these Articles of Incorporation is as follows:

Bluebird Properties, LLC  
4305 Cody Dr.  
West Des Moines, IA 50265

Tray W. Thomas

4305 Cody Dr.  
West Des Moines, IA 50265

Tammy W. Thomas  
4305 Cody Dr.  
West Des Moines, IA 50265

ARTICLE XI.

Date of Corporate Existence.

The date on which the corporate existence shall begin shall be the date on which the Secretary of State issues a Certificate of Incorporation.

ARTICLE XII.

Duration.

The corporation shall have perpetual duration.

ARTICLE XIII.

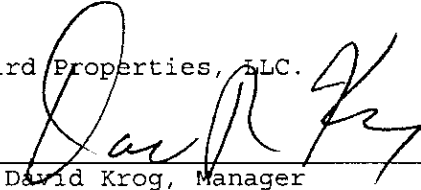
Dissolution.

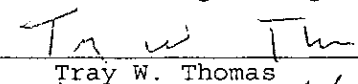
Upon dissolution of the corporation, the Board of Directors after making payment of all debts and liabilities of the corporation, shall divide the assets into equal shares to provide for share for each lot in the subdivision. The owner or owners of each lot shall each receive one share for each lot.

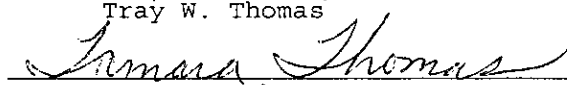
In witness whereof the incorporator has hereto affixed their signatures on 11-15, 2007.

Bluebird Properties, LLC.

By

  
David Krog, Manager

  
Tray W. Thomas

  
Tammy W. Thomas

STATE OF IOWA, COUNTY OF Polk

This instrument was acknowledged before me on this 15 day of November, 2007, by David Krog as Manager of Bluebird Properties, LLC.

Kristina Hypes  
Notary Public in and for said State

STATE OF IOWA, COUNTY OF Polk

This instrument was acknowledged before me on this 15 day of  
November, 2007, by Tray W. Thomas and Tammy W. Thomas.

Kristina Hypes  
Notary Public in and for said State

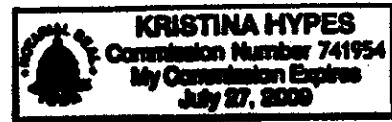


EXHIBIT "B"

BYLAWS  
OF BLUEBIRD ESTATES  
HOMEOWNERS ASSOCIATION, INC.

1. **IDENTITY.** These are the Bylaws of Bluebird Estates Homeowners Association, Inc., (the "Association"), a Corporation not for profit under the laws of the State of Iowa. The Association has been organized for the purpose for which the Association is organized is to provide an entity for the construction, reconstruction, maintenance, operation and replacement of roads, waterlines, utilities, and other common improvements and areas of Parcel "D" and Parcel "C" recorded in Book 2003, Page 1241, Madison County Recorder's Office, Madison County, Iowa, located in the Southwest Quarter of the Northwest Quarter and part of the Northwest Quarter of the Southwest Quarter of Section 5, and Government Lot 4 and part of Government Lot 7, of Section 6, Township 77 North, Range 26 West of the Fifth Principal Meridian, Madison County, Iowa.

2. **MEMBERS' MEETINGS.** (a) The annual members' meeting shall be held at 7:00 P.M., Central Standard Time, on the second Tuesday in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members. If that day is a legal holiday, the meeting shall be held at the same hour on the next day.

(b) Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

(c) Notice to all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten days nor more than 30 days prior to the date of the meeting. Notice of meeting may be waived before or after meetings.

(d) The acts approved by a majority of lot holders present at a meeting shall constitute acts of the members.

(e) In any meeting of the members, the owners shall be entitled to cast one vote per lot for each of the lots of Bluebird Estates Subdivision.

If a lot is owned by one person, his right to vote shall be established by the record title to his lot. If a lot is owned by more than one person, the persons entitled to cast the vote for the lot shall all be members but shall still have just one vote per lot.

(f) Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary.

(g) The order of business at annual members' meetings, and as far as practical at all other members' meetings may be:

- (1) election of chairman of the meeting;
- (2) calling of the roll and certifying of proxies;

- (3) proof of notice of meeting or waiver of notice;
- (4) reading and disposal of any unapproved minutes;
- (5) reports of officers;
- (6) reports of committees;
- (7) election of directors (if necessary);
- (8) unfinished business;
- (9) new business; and
- (10) adjournment.

(h) Until the Developer of the subdivision (the "Developer"), has sold all of the lots, or until the Developer elects to terminate its control, whichever shall first occur, there shall be no meeting of the members of the Association unless a meeting is called by the Board of Directors.

3. **DIRECTORS.** (a) The affairs of the Association shall be managed by a board of not less than two directors. The number may be changed at any annual or special meeting of the members.

(b) Election of directors shall be conducted at that annual members' meeting. A nominating committee of at least two members shall be appointed by the Board of Directors prior to the annual members' meeting. Additional nominations for directorships and directors may be made from the floor. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(c) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(d) Any directors may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the association at the same meeting.

(e) Until the Developer has completed and sold all of the lots, or until the Developer elects to terminate its control, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer.

(f) The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

4. **DIRECTORS' MEETINGS.** (a) The organizational meeting of the newly-elected Board of Directors shall be held immediately after the annual meeting of the members, and no further notice of the organizational meeting shall be necessary providing a quorum shall be present.

(b) Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone, or telegraph at least three days prior to the day named for such meeting.

(c) Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Notice of the meeting shall be given personally or by mail, telephone, or telegraph at least three days prior to the day named for such meeting, which notice shall state the time, place, and purpose of the meeting.

(d) Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(e) A majority of the entire board of directors shall constitute a quorum at directors' meetings. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors.

(f) The President, shall be the presiding officer at directors' meetings. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

(g) The order of business at directors' meetings may be:

- (1) calling of roll;
- (2) proof of due notice of meeting;
- (3) reading and disposal of any unapproved minutes;
- (4) reports of officers and committees;
- (5) election of officers;
- (6) unfinished business;
- (7) new business; and
- (8) adjournment.

5. **POWERS AND DUTIES OF THE BOARD OF DIRECTORS.** All of the powers and duties of the Association existing under the Declaration of Covenants, Conditions and Restrictions for Bluebird Estates Subdivision, the Articles of Incorporation, and these Bylaws shall be exercised exclusively by the Board of Directors, its agent, contractors, or employees, subject only to approval by lot owners if such is specifically required. Compensation of employees of the Association shall be fixed by the directors. A director may be an employee of the Association, and a contract for management may be entered into with a Director.

6. **OFFICERS.** (a) The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors may from time to time elect other officers to exercise such



powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Compensation of officers shall be fixed by the Board of Directors.

(b) The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, in order to assist in the conduct of the affairs of the Association, including, without limitation, the power to appoint such committees as he may deem appropriate from time to time from among the members of the Board.

(c) The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

(d) The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or the President.

(e) The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association and shall perform all other duties incident to the office of Treasurer. The Association shall maintain, repair and replace common areas and facilities and common maintenance areas and facilities. Payment vouchers shall be approved by the board and prepared and paid by the Treasurer. The Board may preapprove routine maintenance expenditures that are best paid without waiting for the next Board meeting.

7. **ACCOUNTING.** The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) "Current expenses", which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including reasonable allowances for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements, or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(b) "Reserve for deferred maintenance", which shall include funds for maintenance items which occur less frequently than annually.

(c) "Reserve for replacement", which shall include funds for repair or replacement required because of damage, depreciation, or obsolescence.

(d) "Additional improvements", which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements.

8. **BUDGET.** The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray common expenses and to provide funds for the accounts listed in Section 7 of these Bylaws. The budget shall take into account the following items:

- (a) Current expenses;
- (b) Reserve for deferred maintenance;
- (c) Reserve for replacement;
- (d) Additional improvements;
- (e) Operations, the amount of which may be to provide a working funds or to meeting losses.

Until the Developer has completed and sold all of the lots of Bluebird Estates Subdivision, or until the Developer elects to terminate its control of Bluebird Estates Homeowners Association, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

9. **PARLIAMENTARY RULES.** Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, the Articles of Incorporation, or these Bylaws.

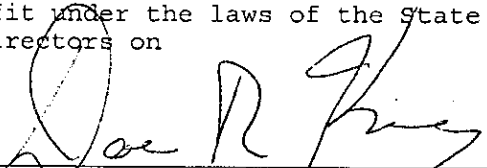
10. **AMENDMENTS.** These Bylaws may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be at least 75% of the entire membership or of the Board of Directors.

(c) A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Madison County, Iowa.

The foregoing were adopted as the Bylaws of Bluebird Estates Homeowners Association, Inc., a corporation not for profit under the laws of the State of Iowa, at the first meeting of the Board of Directors on  
11-15-07, 2007.

  
\_\_\_\_\_  
President

**RESOLUTION APPROVING FINAL PLAT  
OF BLUEBIRD ESTATES SUBDIVISION  
MADISON COUNTY, IOWA**

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 Bluebird Estates Subdivision; and

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

See Attached

WHEREAS, there was also filed with said plat a dedication of said plat containing a statement to the effect that the subdivision as it appears on the plat is with the free consent and in accordance with the desire of the proprietors, Bluebird Properties, LLC and Tray W. Thomas and Tammy Thomas, husband and wife; and

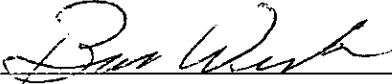
WHEREAS, said plat was accompanied by a complete abstract of title and an opinion from an attorney at law showing that title in fee simple is in said proprietors and that the platted land is free from encumbrance, and Certified statement from the Treasurer of Madison County, Iowa, that said platted land 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 Bluebird Estates Subdivision should be approved by the Board of Supervisors, Madison County, Iowa.

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

1. That said plat, known as Bluebird Properties Subdivision prepared in connection with said plat and subdivision is hereby approved.
2. The Zoning Administrator of Madison County, Iowa, is hereby directed to certify this resolution which shall be affixed to said plat to the County Recorder of Madison County, Iowa, and attend to the filing and recording of the plat, papers and documents which should be filed and recorded in connection therewith.

DATED at Winterset, Iowa, this 26<sup>th</sup> day of December, 2007.

  
\_\_\_\_\_  
Bob Weeks, Chairman, Board of Supervisors,  
Madison County, Iowa

ATTEST:   
\_\_\_\_\_  
Joan Welch  
Madison County Auditor

Parcel D and Parcel C recorded in Book 2003, Page 1241, Madison County Recorder's Office, Madison County, Iowa, located in the Southwest Quarter of the Northwest Quarter and part of the Northwest Quarter of the Southwest Quarter of Section 5, and Government Lot 4 and part of Government Lot 7, of Section 6, Township 77 North, Range 26 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Beginning at the northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 5; thence on an assumed bearing of North 83 degrees 21 minutes 45 seconds East along the northerly line of said Southwest Quarter of the Northwest Quarter and the northerly line of said Parcel D and Parcel C 1080.94 feet to the northeast corner of said Parcel C and the centerline of a Madison County Highway; thence South 02 degrees 09 minutes 23 seconds West along the easterly line of said Parcel C and said centerline 1296.40 feet; thence southeasterly 68.67 feet along said easterly line and said centerline and a non-tangential curve concave to the northeast, said curve has a radius of 191.00 feet, a central angle of 20 degrees 35 minutes 54 seconds, a chord 68.30 feet in length bearing South 06 degrees 41 minutes 36 seconds East; thence southeasterly 267.99 feet along said easterly line and said centerline and a non-tangential curve concave to the northeast, said curve has a radius of 191.00 feet, a central angle of 80 degrees 23 minutes 31 seconds, a chord 246.54 feet in length bearing of South 57 degrees 21 minutes 47 seconds East to the southeast corner of said Parcel C; thence South 80 degrees 42 minutes 27 seconds West along the southerly line of said Parcel C and Parcel D and the centerline of a Madison County Highway 1275.80 feet; thence South 80 degrees 45 minutes 48 seconds West along said southerly line and said centerline 661.20 feet to the east line of the West 40 rods of said Government Lot 7; thence North 00 degrees 48 minutes 33 seconds East 296.00 feet along said east line to the southerly line of said Government Lot 4; thence South 83 degrees 17 minutes 10 seconds West along said southerly line 665.73 feet to the southwest corner of said Government Lot 4; thence North 00 degrees 48 minutes 33 seconds East along the westerly line of said Government Lot 4 a distance of 1310.68 feet to the northwest corner of said Government Lot 4; thence North 83 degrees 15 minutes 36 seconds East along the northerly line of said Government Lot 4 a distance of 1318.78 feet to the northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 5 and the point of beginning.

Said tract contains 81.35 acres and is subject to a Madison County Highway Easement over the southerly and easterly 2.55 acres thereof.

**AGREEMENT**

This Agreement, made and entered into, by and between, the proprietors of Bluebird Estates Subdivision and Todd Hagan, Madison County Engineer.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. The proprietors of Bluebird Estates Subdivision, a Plat of the following described real estate:

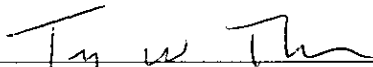
See Attached

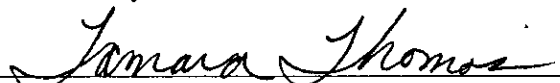
hereby agree that all private roads located within Bluebird Estates Subdivision are private roads and are not being dedicated to Madison County, Iowa. Said proprietors consent and agree that such roads shall not be maintained in any manner by Madison County, Iowa, or the Madison County Engineer's Department.

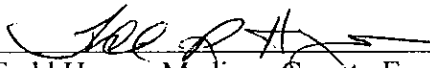
**PROPRIETORS OF BLUEBIRD ESTATES SUBDIVISION**

Bluebird Properties, LLC

By:   
David Krog, Manager

  
Tray W. Thomas

  
Tammy W. Thomas

  
Todd Hagan, Madison County Engineer

Parcel D and Parcel C recorded in Book 2003, Page 1241, Madison County Recorder's Office, Madison County, Iowa, located in the Southwest Quarter of the Northwest Quarter and part of the Northwest Quarter of the Southwest Quarter of Section 5, and Government Lot 4 and part of Government Lot 7, of Section 6, Township 77 North, Range 26 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Beginning at the northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 5; thence on an assumed bearing of North 83 degrees 21 minutes 45 seconds East along the northerly line of said Southwest Quarter of the Northwest Quarter and the northerly line of said Parcel D and Parcel C 1080.94 feet to the northeast corner of said Parcel C and the centerline of a Madison County Highway; thence South 02 degrees 09 minutes 23 seconds West along the easterly line of said Parcel C and said centerline 1296.40 feet; thence southeasterly 68.67 feet along said easterly line and said centerline and a non-tangential curve concave to the northeast, said curve has a radius of 191.00 feet, a central angle of 20 degrees 35 minutes 54 seconds, a chord 68.30 feet in length bearing South 06 degrees 41 minutes 36 seconds East; thence southeasterly 267.99 feet along said easterly line and said centerline and a non-tangential curve concave to the northeast, said curve has a radius of 191.00 feet, a central angle of 80 degrees 23 minutes 31 seconds, a chord 246.54 feet in length bearing of South 57 degrees 21 minutes 47 seconds East to the southeast corner of said Parcel C; thence South 80 degrees 42 minutes 27 seconds West along the southerly line of said Parcel C and Parcel D and the centerline of a Madison County Highway 1275.80 feet; thence South 80 degrees 45 minutes 48 seconds West along said southerly line and said centerline 661.20 feet to the east line of the West 40 rods of said Government Lot 7; thence North 00 degrees 48 minutes 33 seconds East 296.00 feet along said east line to the southerly line of said Government Lot 4; thence South 83 degrees 17 minutes 10 seconds West along said southerly line 665.73 feet to the southwest corner of said Government Lot 4; thence North 00 degrees 48 minutes 33 seconds East along the westerly line of said Government Lot 4 a distance of 1310.68 feet to the northwest corner of said Government Lot 4; thence North 83 degrees 15 minutes 36 seconds East along the northerly line of said Government Lot 4 a distance of 1318.78 feet to the northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 5 and the point of beginning.

Said tract contains 81.35 acres and is subject to a Madison County Highway Easement over the southerly and easterly 2.55 acres thereof.



DEPARTMENT OF NATURAL RESOURCES

CHESTER J. CULVER, GOVERNOR  
PATTY JUDGE, LT. GOVERNOR

RICHARD A. LEOPOLD, DIRECTOR

November 15, 2007

JON SCHARINGSON  
13924 BRYN MAWR DR.  
URBANDALE, IA 50323

Re: Authorization of a Storm Water Discharge Associated With Construction Activity  
Iowa Department of Natural Resources, NPDES General Permit No.2  
DNR Authorization Number: IA - 14778 - 14635  
Facility Name and Location: BLUEBIRD ESTATES, VAN METER, IA

Dear JON SCHARINGSON:

This letter is to acknowledge that a complete Notice of Intent to be covered under Iowa's NPDES Storm Water General Permit No. 2 has been received. Please use the DNR Authorization Number provided above for any future correspondence on this project. By making this Notice of Intent with the DNR, you are committing to meet the terms and conditions in General Permit No. 2. If you do not have a copy of General Permit No. 2 please call (515)281-6782 and request that a copy be sent to you.

In accordance with the terms and conditions in General Permit No. 2, a pollution prevention plan was to have been developed before the Notice of Intent was submitted to the department. The plan is to be implemented at the start of construction and updated accordingly. The pollution prevention plan and other records are to be kept on-site where the storm water discharge occurs. Unless otherwise requested, you do not need to provide a copy to the DNR.

When the construction project has reached final stabilization as defined in the permit, you must submit a Notice of Discontinuation to the DNR (refer to the summary guidance document). Final stabilization is not achieved for residential and commercial developments until all houses and buildings have been constructed and ground surrounding them has been finally stabilized.

If you have questions, please call me at 515-281-7017 or Ruth Rosdail at 515-281-6782.

Sincerely,

Joe Griffin  
NPDES Section  
Environmental Protection Division

Enclosure(s): Contact Information Sheet; Permit Authorization Sheet.

File No. CON 11 - 4 - 1 -- 14778  
IDNR Field Office #5



**DEAR STORM WATER DISCHARGER:**

We are using the following contact person and address for correspondence relating to the storm water discharge general permit. If you prefer that correspondence be sent elsewhere, please make the appropriate changes below and return this form to us so that we can update our records.

**Mail changes to:** Storm Water Coordinator  
Iowa Department of Natural Resources  
502 E. 9th St.  
Des Moines, IA 50319-0034

**DNR Permit Number:** IA - 14778 - 14635

**Contact Person:** JON SCHARINGSON

**Contact Address:**  
  
13924 BRYN MAWR DR.

URBANDALE, IA 50323

**Telephone:** (515)988-4439



DEPARTMENT OF NATURAL RESOURCES  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)  
NOTICE OF GENERAL PERMIT COVERAGE UNDER  
GENERAL PERMIT NO. 2

**STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY**

This notice of general permit coverage for a storm water discharge associated with construction activity is issued pursuant to the authority of section 402 (b) of the Clean Water Act (U.S.C. 1342(b)), Iowa Code 455B.174, and subrule 567--64.4(2), Iowa Administrative Code. A Notice of Intent has been filed with the Iowa Department of Natural Resources that this storm water discharge complies with the terms and conditions of NPDES General Permit No. 2. Authorization is hereby issued to discharge storm water associated with industrial activity as defined in Part VIII of the Iowa Department of Natural Resources NPDES General Permit No. 2 in accordance with the terms and conditions set forth in the permit.

**Owner:**  
**BLUEBIRD PROPERTIES, LLC**  
**546 WATERBURY CIRCLE**  
**DES MOINES IA 50312**  
**(515)979-3566**

**Permit Coverage Issued To:**  
**BLUEBIRD ESTATES**  
**2833 105TH ST.**  
**in VAN METER, MADISON COUNTY**  
**located at**

1/4 Section	Section	Township	Range	Latitude			Longitude		
				Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
NW	6	77	26W						

**Coverage Provided Through:** 10/1/2008  
**NPDES Permit Discharge Authorization Number:** 14778 - 14635  
**Discharge Authorization Date:** 11/15/2007

**Project Description: PRIVATE ROAD GRADING AND CONSTRUCTION  
ACTIVITIES ASSOCIATED WITH RESIDENTIAL DEVELOPMENT. 4 ACRES**

# NRCS Natural Resources Conservation Service

United States Department of Agriculture

815 East Highway 92 Winterset, IA 50273 Phone: 515-462-2961, ext.3; FAX: 515-462-4569

July 3, 2007

Bluebird Properties, LLC  
546 Waterbury Circle  
Des Moines, Iowa 50312

Tray Thomas  
4305 Cody Drive  
West Des Moines, Iowa 50265

**RE: Preliminary Plat – Bluebird Estates Subdivision Plat**

To Whom It May Concern:

Thank you very much for submitting your Preliminary Plat and Pollution Prevention Plan. The Soil and Water Conservation District Commissioners and I hope to relieve some pressure from the Madison County Zoning office by pre-reviewing preliminary plats when submitted. Morrissey Surveying has done a very professional job in covering EPA and DNR requirements.

The Commissioners requested that I review the Pollution Prevention Plan and the accompanying Affidavit for your proposed subdivision and identify any concerns. I reviewed the documents. All components of controlling soil loss during this initial phase of the project are addressed.

Implementation and maintenance of your Plan should adequately control soil erosion within the limits. Remember, it is extremely important to monitor and maintain your site during all phases of development.

If you have additional questions about additional options for construction site Best Management Practices (BMP's) please feel free to call me.

Sincerely,



Wayne K. Shafer  
District Conservationist

Cc: Madison County Zoning Office, Morrissey Surveying, Madison County Soil and Water Conservation District.

**WELLS  
FARGO**

**WELLS FARGO BANK, N.A.  
TRADE SERVICES DIVISION, NORTHERN CALIFORNIA  
ONE FRONT STREET, 21TH FLOOR  
SAN FRANCISCO, CALIFORNIA 94111  
TEL: 1-800-798-2815, option 1  
Email: [sftrade@wellsfargo.com](mailto:sftrade@wellsfargo.com)**

**IRREVOCABLE LETTER OF CREDIT**

**BENEFICIARY:**

Madison County Iowa Zoning & Board of Health Department  
Madison County Courthouse  
112 North First Street  
Winterset, Iowa 50273

**Letter of Credit No. NZS611136**

**Date: December 18, 2007**

Ladies and Gentlemen:

At the request and for the account of Bluebird Properties, LLC, 546 Waterbury Circle, Des Moines, IA 50312, we hereby establish our irrevocable Letter of Credit in your favor in the amount Fifty Thousand and 00/100 United States Dollars (US\$50,000.00) available with us at our above office by payment of your draft drawn on us at sight.

The draft must also be accompanied by the original of this Letter of Credit for our endorsement on this Letter of Credit of our payment of such draft.

The draft must be marked "DRAWN UNDER WELLS FARGO BANK, N.A. LETTER OF CREDIT NO. NZS611136."

If any instructions accompanying a drawing under this Letter of Credit request that payment is to be made by transfer to an account with us or at another bank, we and/or such other bank may rely on an account number specified in such instructions even if the number identifies a person or entity different from the intended payee.

This Letter of Credit expires at our above office on June 15, 2008.

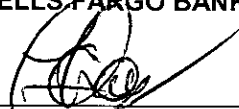
Partial and multiple drawings are permitted under this Letter of Credit.

This Letter of Credit is subject to the Uniform Customs and Practice For Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 ("UCP") and engages us in accordance with the terms thereof.

Very truly yours,

**WELLS FARGO BANK, N. A.**

By: \_\_\_\_\_



(Authorized Signature)

**EISA CHAU  
ASSISTANT VICE PRESIDENT**

