

PLAT AND CERTIFICATE FOR WEBB SUBDIVISION, MADISON COUNTY, IOWA

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


A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, thence South 89°37'53" West 1315.37 feet to the Southwest Corner of said Northeast Quarter of the Northwest Quarter, thence North 00°06'09" West 656.17 feet along the West line of said Northeast Quarter of the Northwest Quarter to the Southwest Corner of existing Parcel "D"; thence North 89°26'43" East 656.33 feet to a common corner between existing Parcel "D" and existing Parcel "B"; thence North 89°26'03" East 656.58 feet to a point on the East line of said Northeast Quarter of the Northwest Quarter which is the Southeast corner of existing Parcel "B"; thence South 00°19'05" East 660.56 feet to the Point of Beginning containing 19.861 acres including 0.500 acres of County Road right-of-way.

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. Lenders' Consents to Plat;
3. Consent to Plat;
4. Certificate from County Treasurer;
5. Resolution of the Board of Supervisors of Madison County, Iowa, approving said plat;
6. Agreement with County Engineer; and

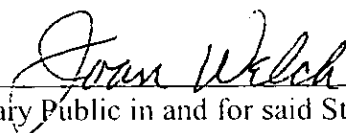
7. Declaration of Covenants, Conditions and Restrictions;
 8. Ground Water Statement;
 9. Madison County Soil and Water Conservation District Land Disturbing Activity Affidavit;
 10. Consent of County Auditor to subdivision name;
 11. Resolution of the City Council of the City of Winterset, Madison County, Iowa, approving said Plat;
 12. Fence Affidavits.
- 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 instrument was acknowledged before me on this 14th day of March,
2008, by C.J. Nicholl.



Notary Public in and for said State of Iowa



**DEDICATION OF PLAT
OF
WEBB SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS:

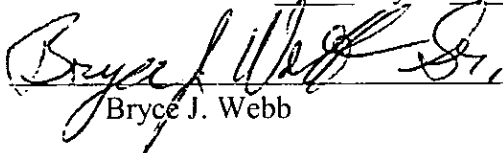
That the Bryce J. Webb and Peggy J. Webb do hereby certify that they are the sole owners and proprietors of the following-described real state:

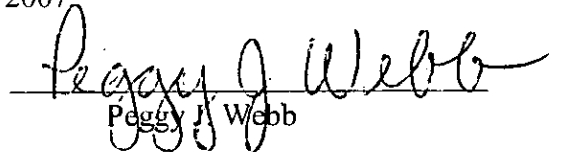
A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, thence South 89°37'53" West 1315.37 feet to the Southwest Corner of said Northeast Quarter of the Northwest Quarter, thence North 00°06'09" West 656.17 feet along the West line of said Northeast Quarter of the Northwest Quarter to the Southwest Corner of existing Parcel "D"; thence North 89°26'43" East 656.33 feet to a common corner between existing Parcel "D" and existing Parcel "B"; thence North 89°26'03" East 656.58 feet to a point on the East line of said Northeast Quarter of the Northwest Quarter which is the Southeast corner of existing Parcel "B"; thence South 00°19'05" East 660.56 feet to the Point of Beginning containing 19.861 acres including 0.500 acres of County Road right-of-way.

That the subdivision of the above-described real estate as shown by the final plat of Webb Subdivision is with the free consent and in accordance with the owners' desire as owners of said real estate.

DATED this 31 day of Oct, 2007


Bryce J. Webb

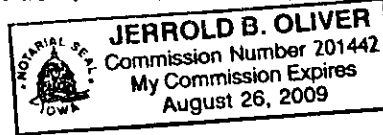

Peggy J. Webb

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 31 day of Oct,
2007 by Bryce J. Webb and Peggy J. Webb.

Jerrold B. Oliver

Notary Public in and for said State of Iowa



**ATTORNEY'S OPINION FOR FINAL PLAT,
WEBB 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 one (1) part, last certified to August 14, 2007, at 8:00 a.m., by Madison County Abstract Co., purporting to show the chain of title to the following described real estate, which is the real property contained in Final Plat, Webb Subdivision, Madison County, Iowa:

A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, thence South 89°37'53" West 1315.37 feet to the Southwest Corner of said Northeast Quarter of the Northwest Quarter, thence North 00°06'09" West 656.17 feet along the West line of said Northeast Quarter of the Northwest Quarter to the Southwest Corner of existing Parcel "D"; thence North 89°26'43" East 656.33 feet to a common corner between existing Parcel "D" and existing Parcel "B"; thence North 89°26'03" East 656.58 feet to a point on the East line of said Northeast Quarter of the Northwest Quarter which is the Southeast corner of existing Parcel "B"; thence South 00°19'05" East 660.56 feet to the Point of Beginning containing 19.861 acres including 0.500 acres of County Road right-of-way.

In my opinion, merchantable title to the above described property is in the names of Bryce J. Webb and Peggy J. Webb as Joint Tenants with Full Rights of Survivorship and Not as Tenants in Common, free and clear of all liens and encumbrances, except the following mortgages:

- a. Entry No. 80 shows a Mortgage from Bryce J. Webb, Sr. and Peggy J. Webb, Husband and Wife, as Joint Debtors, to Union State Bank in the principal amount of

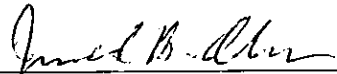
\$215,000.00 dated February 14, 2005, and filed February 18, 2005, in Book 2005, Page 708 of the Recorder's Office of Madison County, Iowa. Entry No. 82 of the abstract shows a Mortgage Assignment to Merchants Bank, a National Association, a United States Corporation, which is not dated but which is filed February 18, 2005, in Book 2005, Page 710 of the Recorder's Office of Madison County, Iowa.

b. Entry No. 83 shows an Open-End Mortgage from Bryce J. Webb and Peggy J. Webb, Husband and Wife, to Union State Bank in the principal amount of \$27,500.00 dated March 20, 2007, and filed March 26, 2007, in Book 2007, Page 1226 of the Recorder's Office of Madison County, Iowa.

The abstract shows an Easement at Entry No. 46 of the abstract to Farmer's Electric Cooperative, Inc. dated May 22, 1998, and filed May 29, 1998, in Deed Record 139, Page 158 for an underground electric transmission line and necessary appurtenances.

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

ATTORNEYS FOR BRYCE J. WEBB AND
PEGGY J. WEBB

**CONSENT TO PLATTING
BY MERCHANTS BANK**

Merchants Bank does consent to the platting and subdivision of the following-described real estate:

A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, thence South 89°37'53" West 1315.37 feet to the Southwest Corner of said Northeast Quarter of the Northwest Quarter, thence North 00°06'09" West 656.17 feet along the West line of said Northeast Quarter of the Northwest Quarter to the Southwest Corner of existing Parcel "D"; thence North 89°26'43" East 656.33 feet to a common corner between existing Parcel "D" and existing Parcel "B"; thence North 89°26'03" East 656.58 feet to a point on the East line of said Northeast Quarter of the Northwest Quarter which is the Southeast corner of existing Parcel "B"; thence South 00°19'05" East 660.56 feet to the Point of Beginning containing 19.861 acres including 0.500 acres of County Road right-of-way.

in accordance with the ordinances of Madison County, Iowa, and the laws of the State of Iowa. The undersigned holds a mortgage against said real estate to Union State Bank, an Iowa Corporation in the dated February 14, 2005, and filed February 18, 2005, in Book 2005, Page 708 of the Recorder's Office of Madison County, Iowa. This mortgage was assigned to Merchants Bank by a Mortgage Assignment not dated but acknowledged February 15, 2005, and filed February 18, 2005, in Book 2005, Page 710 of the Recorder's Office of Madison County, Iowa.

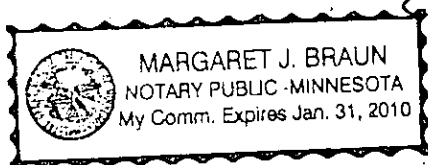
Dated this 2nd day of October, 2007.

Merchants Bank

By Martha Grimes, Sr VP

STATE OF Minnesota, COUNTY OF Winona

This instrument was acknowledged before me on this 2nd day of October, 2007 by Martha Grimes as Sr. Vice President of Merchants Bank.



Margaret Braun
Notary Public in and for said State

**CONSENT TO PLATTING
BY UNION STATE BANK**

Union State Bank does consent to the platting and subdivision of the following-described real estate:

A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

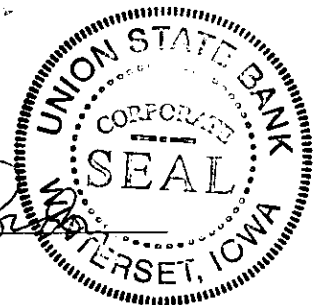
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in accordance with the ordinances of Madison County, Iowa, and the laws of the State of Iowa. The undersigned holds a mortgage against said real estate dated March 20, 2007, and filed March 26, 2007, in Book 2007, Page 1226 of the Recorder's Office of Madison County, Iowa.

Dated this 19th day of September, 2007.

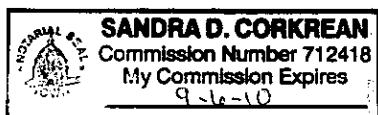
Union State Bank

By Juan Gordon



STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 19th day of Sept, 2007 by Juan & Gordon as Vice Presidents of Union State Bank.



Sandra D. Corkrean
Notary Public in and for said State


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

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:

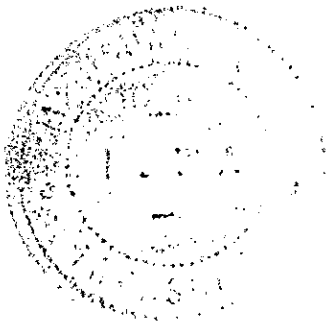
A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

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DATED at Winterset, Iowa, this 23 day of October, 2007.



G. JoAnn Collins, Treasurer of Madison County,
Iowa



**AUDITOR'S CONSENT TO
NAME OF SUBDIVISION**

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

Webb Subdivision

For property located at:

A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, thence South 89°37'53" West 1315.37 feet to the Southwest Corner of said Northeast Quarter of the Northwest Quarter, thence North 00°06'09" West 656.17 feet along the West line of said Northeast Quarter of the Northwest Quarter to the Southwest Corner of existing Parcel "D"; thence North 89°26'43" East 656.33 feet to a common corner between existing Parcel "D" and existing Parcel "B"; thence North 89°26'03" East 656.58 feet to a point on the East line of said Northeast Quarter of the Northwest Quarter which is the Southeast corner of existing Parcel "B"; thence South 00°19'05" East 660.56 feet to the Point of Beginning containing 19.861 acres including 0.500 acres of County Road right-of-way.

And owned by: Bryce J. Webb and Peggy J. Webb

Has been approved on the 22 day of October, 2007.

By the Auditor, Madison County, Iowa.

Joan Welch
Joan Welch, Auditor *by*
Debby Corkran

**RESOLUTION APPROVING
FINAL PLAT OF
WEBB SUBDIVISION
MADISON COUNTY, IOWA**

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

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

A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, thence South 89°37'53" West 1315.37 feet to the Southwest Corner of said Northeast Quarter of the Northwest Quarter, thence North 00°06'09" West 656.17 feet along the West line of said Northeast Quarter of the Northwest Quarter to the Southwest Corner of existing Parcel "D"; thence North 89°26'43" East 656.33 feet to a common corner between existing Parcel "D" and existing Parcel "B"; thence North 89°26'03" East 656.58 feet to a point on the East line of said Northeast Quarter of the Northwest Quarter which is the Southeast corner of existing Parcel "B"; thence South 00°19'05" East 660.56 feet to the Point of Beginning containing 19.861 acres including 0.500 acres of County Road right-of-way.

~~Subject to easements of record~~

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, Bryce J. Webb and Peggy J. Webb; and

WHEREAS, said plat was accompanied by 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, except as noted therein and certified statement from the Treasurer of Madison County, Iowa, that said platted

land is free from taxes; and

WHEREAS, the City Council of the City of Winterset, Madison County, Iowa, finds that said plat conforms to the provisions of the Ordinances of the City of Winterset, Madison County, Iowa, and that the plat, papers and documents presented therewith should be approved by the City of Council of the City of Winterset, Madison County, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City of Council of the City of Winterset, Madison County, Iowa:

1. Said plat, known as Webb Subdivision prepared in connection with said plat and subdivision is hereby approved.

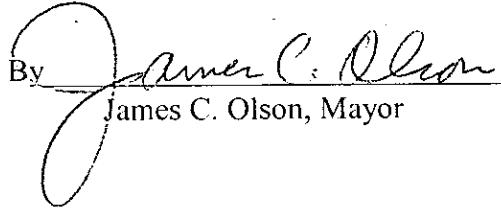
2. The requirement of the Subdivision Ordinance of the City of Winterset, that certain improvements be constructed in connection with said plat is hereby waived.

3. The City of Winterset, Madison County, Iowa, is hereby directed to certify this resolution which shall be affixed to said plat to the County documents which should be filed and recorded in connection therewith.

—DATED at Winterset, Iowa, this 17th day of December, 2007.

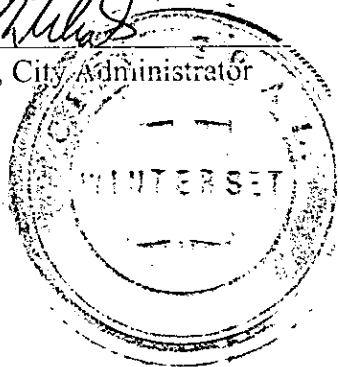
~~CITY OF WINTERSET, IOWA~~

By


James C. Olson, Mayor

ATTEST:


Mark Nitchals, City Administrator



**RESOLUTION APPROVING FINAL PLAT
OF WEBB 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 Webb Subdivision and

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

A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

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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, Bryce J. Webb and Peggy J. Webb; 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.

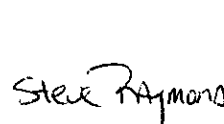
WHEREAS, the Board of Supervisors, Madison County, Iowa, finds that said plat conforms to the provisions of the Zoning Ordinance of Madison County, Iowa, and that the plat, papers and documents presented therewith should be approved by the Board of Supervisors, and that said plat, known as Webb Subdivision 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 Webb 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 11th day of March, 2008


~~Bob Weeks~~, Chairman, Board of Supervisors,
Madison County, Iowa

ATTEST:


Madison County Auditor

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
WEBB SUBDIVISION,
MADISON COUNTY, IOWA**

Bryce J. Webb and Peggy J. Webb, hereinafter referred to as "Declarants", are the fee simple owners and record titleholders of the following-described real estate:

A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, thence South 89°37'53" West 1315.37 feet to the Southwest Corner of said Northeast Quarter of the Northwest Quarter, thence North 00°06'09" West 656.17 feet along the West line of said Northeast Quarter of the Northwest Quarter to the Southwest Corner of existing Parcel "D"; thence North 89°26'43" East 656.33 feet to a common corner between existing Parcel "D" and existing Parcel "B"; thence North 89°26'03" East 656.58 feet to a point on the East line of said Northeast Quarter of the Northwest Quarter which is the Southeast corner of existing Parcel "B"; thence South 00°19'05" East 660.56 feet to the Point of Beginning containing 19.861 acres including 0.500 acres of County Road right-of-way.

which real estate is being platted as Webb Subdivision, Madison County, Iowa.

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

ARTICLE I.

Definitions

Section 1. "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 2. "Properties" shall mean all real property located with the subdivision.

Section 3 "Common Area" shall mean and refer to the roadways, if any, including the improvements thereon, which shall be for the 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 4. "Lots" shall mean and refer to the numbered lots as shown upon any Plats within the Property.

Section 5. "Mobile home" means any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways and so designed, constructed, or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons; but shall also include any such vehicle with motive power not registered as a motor vehicle in Iowa. A "mobile home" is not built to a mandatory building code, contains no state or federal seals, and was built before June 15, 1976.

Section 6. "Manufactured home" means a factory-built structure built under the authority of 42 U.S.C. § 5403, that is required by federal law to display a seal from the United States Department of Housing and Urban Development, and was constructed on or after June 15, 1976.

ARTICLE II.

Owners' Easements

Section 1. A perpetual easement is hereby dedicated for purposes of a common private drive and utility access upon, along and under the area designated on the final plat as the private access road and public utility easement. This common easement area is for public access to lots 1 and 2 and

for the construction, maintenance, repair and replacement of utilities including electric and telephone lines and accessory equipment, sewer lines and other necessary installations common to these lots within the plat. The owners of lots 1 and 2 within the subdivision shall pay equally for the cost of maintaining and repairing the private drive including the snow and ice removal thereon. The need for such maintenance or replacement and the amount of the payment obligation for lots 1 and 2 to cover any costs incurred shall be determined by the vote of the lot owners of lots 1 and 2.

Section 2. Each lot is burdened with an easement for surface drainage for the benefit of all other lots and Common Areas.

Article III

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 shall have its own self-contained septic waste disposal system. It is the responsibility of each lot owner to install, maintain and replace the system on their lot and to keep that system in compliance at all times with all federal, state and local rules and regulations.

ARTICLE IV.

Architectural Control

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

apply to construction, improvements or alterations made by the Declarants.

Declarants, its successors and assigns, shall have the right as long as Declarants, its successors and assigns, own any lot or lots within the subdivision to approve all building plans and specifications prior to the construction of any improvements on any lot in the subdivision. Any owner of any lot in the subdivision shall submit building plans and specifications for approval to Declarants prior to commencing construction on any lot. No construction of improvements shall be made on any lot without the express written approval of Declarants, whose decision shall be final and binding as to all parties.

All construction shall be completed within one of the commencement of construction.

ARTICLE V.

Use Restrictions

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

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

- (a) All lots in said plat shall be used only for single-family residential purposes. The breeding, boarding and training of horses shall be permitted. No structure shall be erected on any lot except the residential dwelling structure, which shall be at least 1250

square feet in area, a one- to three-car garage and certain accessory buildings, provided that accessory buildings other than garages may not be erected in excess of 1000 square feet in area. No mobile homes or manufactured homes shall be erected or placed on any of the lots in Webb Subdivision, except a mobile home used may be used as a temporary residence by any lot owner while the construction of a home on a lot is proceeding but not to exceed one year. Prefabricated homes, berm homes, and earth homes shall be permitted. No hog confinement, nursery or finishing structure, cattle finishing structure, poultry laying or raising houses shall be erected on any of the lots in said Webb Subdivision. lot owners are advised that owners will experience normal rural odors and noises as lot owners. Lot owners shall no claims against each other for such normal rural odors and noises emanating from other lots with the subdivision.

- (b) The requirements contained in the Madison County Zoning Ordinance as to lot area and setbacks shall apply to all lots within the subdivision.
- (c) No lot in the plat shall be further subdivided, except that a lot may be divided and sold to-or with adjoining lots to increase their size. No owner shall sell or convey more than two (2) acres to an adjoining owner.
- (d) No trailer, basement, tent, shack, garage, barn or other accessory building in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
- (e) No building shall be erected on any building lot unless the design and location is in harmony with the existing structures and locations in the tract and does not violate any of these protective covenants.

- (f) The titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris, and shall not engage in any activity which is a nuisance.
- (g) These use restrictions set forth in this Article are to run with the land, and shall be binding on all parties and persons claiming through or under them until January 1, 2028, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by a vote of the majority of the then owners of the lots, it is agreed to delete said covenants in whole or in part. No new or additional covenants shall be added unless all of the owners of the lots in said Webb Subdivision agree in writing to any such additional covenants.
- (h) If any person shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, it shall be lawful for any owner of any lot or lots in the subdivision to institute proceedings in law or in equity against the person or persons violation or attempting to violate any such covenants, conditions or restrictions, and to prevent or enjoin him or them from so doing or recover damages for such violation.
- (i) Invalidation of any one of these provisions by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.
- (j) If any lot owner decides to erect a fence upon his lot, the total cost of installation of such fence shall be borne by said lot owner as well as the cost of all future maintenance of the fence. No adjoining lot owner shall be required to participate in the cost of the erection or maintenance of any fence. Any fence erected shall be the sole property of the lot owner and can be removed by such lot owner at his discretion. Nothing in this paragraph shall be deemed to preclude a fencing agreement between adjoining lot

owners for erection and maintenance of a common fence; however, for any such common fence agreement to be enforceable upon future lot owners, such fencing agreement must be in writing and filed on record in the Madison County Recorder's office in order to apprise prospective purchasers of their obligations with respect to such fencing.

- (k) With respect to exterior partition fences it shall be the responsibility and obligation of each lot owner to maintain a lawful partition fence separating his lot from adjoining unplatted real estate.
- (l) No animals shall be kept or maintained on any of the lots in Webb Subdivision except ordinary household pets, not to exceed a reasonable number for each lot, and one (1) horse per lot and six (6) head of each species of the following animals: Cattle, goats, sheep, llamas, chickens, ducks, geese, dogs and cats. All of such animals such be confined appropriately. All dog runs shall be screened from view.
- (m) All wiring shall be placed underground.
- (n) Agents or contractors hired by any owner may enter such owner's lot when necessary in connection with any installation, repair, removal, replacement or inspection of any lot or improvements on any lot.
- (o) An Owner shall be liable to the other owners for the expense of any maintenance, repair or replacement to the Common Area rendered necessary by his act, neglect, or carelessness, or by that of his family, guests, employee, agents, or lessee.
- (p) The Owners shall not interfere with the completion of the contemplated improvements and the sale of the lots by the Declarants. The Declarants may make such use of the

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

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

(r) There shall be no off-road racing of motorcycles, all terrain vehicles, or other vehicles in the subdivision.

ARTICLE VI.

Non-Waiver of Provisions

Failure of any Owner to enforce any covenant, condition or restriction of this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

ARTICLE VII.

Amendment of Covenants Conditions and Restrictions by Declarants

Declarants shall have the right to amend these Covenants, Conditions and Restrictions in whole or in part as long as the Declarants owns 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 31 day of Oct, 2007.

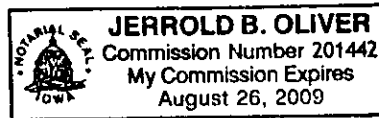
Bryce J. Webb
Bryce J. Webb

Peggy J. Webb
Peggy J. Webb

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 31 day of Oct, 2007,
by Bryce J. Webb and Peggy J. Webb.

Jerrold B. Oliver
Notary Public in and for said State of Iowa



AGREEMENT

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

NOW THEREFORE IT IS AGREED AS FOLLOWS:

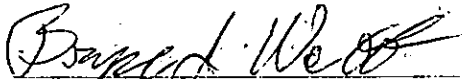
1. The proprietors of Webb Subdivision, a Plat of the following described real estate:

A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

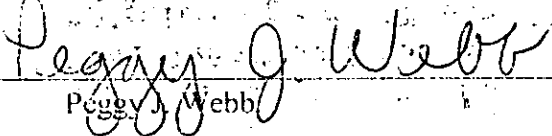
Beginning at the Southeast Corner of the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, thence South 89°37'53" West 1315.37 feet to the Southwest Corner of said Northeast Quarter of the Northwest Quarter, thence North 00°06'09" West 656.17 feet along the West line of said Northeast Quarter of the Northwest Quarter to the Southwest Corner of existing Parcel "D"; thence North 89°26'43" East 656.33 feet to a common corner between existing Parcel "D" and existing Parcel "B"; thence North 89°26'03" East 656.58 feet to a point on the East line of said Northeast Quarter of the Northwest Quarter which is the Southeast corner of existing Parcel "B"; thence South 00°19'05" East 660.56 feet to the Point of Beginning containing 19.861 acres including 0.500 acres of County Road right-of-way.

hereby agree that all private roads located within Webb 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.

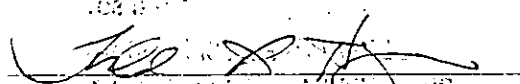
PROPRIETORS WEBB SUBDIVISION



Bryce J. Webb



Peggy J. Webb


Todd Hagan, Madison County Engineer

9/25/07

**LAND DISTURBING ACTIVITIES
AFFIDAVIT**

STATE OF IOWA :
: **ss**
MADISON COUNTY :

Pursuant to section 161 A.64, Code of Iowa in consideration for permission to engage in a land disturbing activity as defined in that statute, and recognizing that the agency authorized by that statute to receive and file this affidavit will rely on the statements we make herein, we, Bryce J. Webb and Peggy J. Webb, being first duly sworn on oath, do solemnly swear to affirm that:

We do not plan to engage in land disturbing activities upon the following described real estate:

A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, thence South 89°37'53" West 1315.37 feet to the Southwest Corner of said Northeast Quarter of the Northwest Quarter, thence North 00°06'09" West 656.17 feet along the West line of said Northeast Quarter of the Northwest Quarter to the Southwest Corner of existing Parcel "D"; thence North 89°26'43" East 656.33 feet to a common corner between existing Parcel "D" and existing Parcel "B"; thence North 89°26'03" East 656.58 feet to a point on the East line of said Northeast Quarter of the Northwest Quarter which is the Southeast corner of existing Parcel "B"; thence South 00°19'05" East 660.56 feet to the Point of Beginning containing 19.861 acres including 0.500 acres of County Road right-of-way.

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

We are aware that loss limit regulations prohibit 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.

We assume responsibility for all land disturbing activities conducted on this property by us or other people entities we represent. This authority covers only the land and land disturbing activity described above .

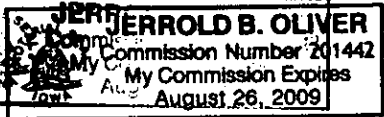
We are the owners of the land, and have full authority to enter into this agreement.

Bryce J. Webb
Bryce J. Webb

Peggy J. Webb
Peggy J. Webb

Subscribed and sworn to before me on this 31 day of Oct, 2007.

Jerrold B. Oliver
Notary Public in and for the State of Iowa



AFFIDAVIT

STATE OF IOWA :
: ss
Madison COUNTY :

We, Bryce J. Webb and Peggy J. Webb, husband and wife, being first duly sworn on oath,
state that this affidavit concerns the following described real estate:

A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 23,
Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa more
particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of the Northwest
Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M.,
Madison County, Iowa, thence South 89°37'53" West 1315.37 feet to the
Southwest Corner of said Northeast Quarter of the Northwest Quarter, thence
North 00°06'09" West 656.17 feet along the West line of said Northeast Quarter
of the Northwest Quarter to the Southwest Corner of existing Parcel "D"; thence
North 89°26'43" East 656.33 feet to a common corner between existing Parcel
"D" and existing Parcel "B"; thence North 89°26'03" East 656.58 feet to a point
on the East line of said Northeast Quarter of the Northwest Quarter which is the
Southeast corner of existing Parcel "B"; thence South 00°19'05" East 660.56
feet to the Point of Beginning containing 19.861 acres including 0.500 acres of
County Road right-of-way.

This real estate is being subdivided as Webb Subdivision, Madison County, Iowa. We further state that there is a lawful fence on the boundary between the above described real estate and all adjacent property except the property owned by Beau J. Webb and the property owned by Todd Peterson and Ashley Peterson.

Bryce J. Webb
Bryce J. Webb

Peggy J. Webb
Peggy J. Webb

Subscribed and sworn to before me on this 13 day of February, 2007.

Carol Kiernan
Notary Public in and for the State of Iowa



AFFIDAVIT

STATE OF IOWA :
: SS
Madison COUNTY :

I, Beau J. Webb, being first duly sworn on oath, state that this affidavit concerns the following described real estate:

A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, thence South 89°37'53" West 1315.37 feet to the Southwest Corner of said Northeast Quarter of the Northwest Quarter, thence North 00°06'09" West 656.17 feet along the West line of said Northeast Quarter of the Northwest Quarter to the Southwest Corner of existing Parcel "D"; thence North 89°26'43" East 656.33 feet to a common corner between existing Parcel "D" and existing Parcel "B"; thence North 89°26'03" East 656.58 feet to a point on the East line of said Northeast Quarter of the Northwest Quarter which is the Southeast corner of existing Parcel "B"; thence South 00°19'05" East 660.56 feet to the Point of Beginning containing 19.861 acres including 0.500 acres of County Road right-of-way.

This real estate is being subdivided as Webb Subdivision, Madison County, Iowa. I further state that I am an adjacent property owner and I hereby waive the requirement that the owners of said real estate

being subdivided as Webb Subdivision erect and maintain a fence on the property line of between said real estate and my adjacent real estate.

Beau J. Webb
Beau J. Webb

Subscribed and sworn to before me on this 18 day of February, 2007.

Carol Kiernan
Notary Public in and for the State of Iowa



real estate being subdivided as Webb Subdivision erect and maintain a fence on the property line of between said real estate and my adjacent real estate.

Todd Peterson

Todd Peterson

Ashley Peterson

Ashley Peterson

Subscribed and sworn to before me on this 25th day of JANUARY, ~~2007~~ ²⁰⁰⁸.

[Signature]

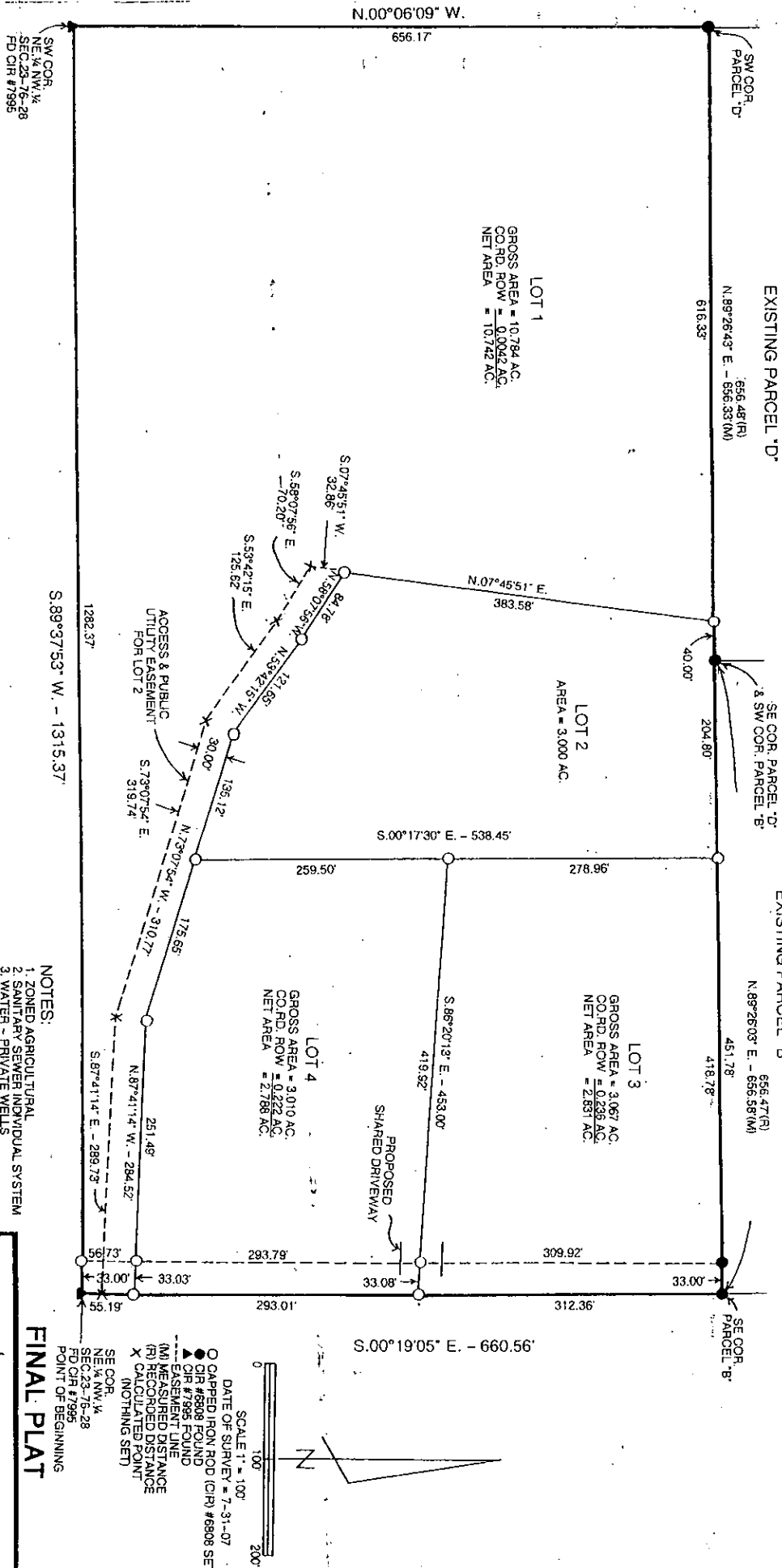
Notary Public in and for the State of Iowa



MATTHEW D. KERN
COMMISSION NO. 170485
MY COMMISSION EXPIRES
JULY 23, 2008

LISA SMITH, COUNTY RECORDER
MADISON IOWA

VANCE & HOCHSTETLER, P.C. CONSULTING ENGINEERS, WINTERSSET, IOWA (515)462-3995
CHARLES T. VANCE, 110 WEST GREEN ST., WINTERSSET, IOWA 50273-1533
JAMES M. HOCHSTETLER, 110 WEST GREEN ST., WINTERSSET, IOWA 50273-1533



LICENSED LAND SURVEYOR
IOWA
J. M. HOCHSTETLER
#8808

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

J.M. HOCHSTETLER
Date: 10/29/07
License number 6508
My license renewal date is December 31, 2007
Pages or sheets covered by this seal: 1

LEGAL DESCRIPTION:
A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa more particularly described as follows:
Beginning at the Southeast Corner of the Northeast Quarter of the Northwest Quarter of Section 23, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa thence South 69°37'53" West 1315.37 feet to the Southwest Corner of said Northeast Quarter of the Northwest Quarter; thence North 00°06'09" West 656.17 feet along the West line of said Northeast Quarter of the Northwest Quarter to the Southwest Corner of existing Parcel "D", thence North 89°26'03" East 656.33 feet to a common corner between existing Parcel "D" and existing Parcel "B", thence North 89°26'03" East 656.58 feet to a point on the East line of said Northeast Quarter of the Northwest Quarter which is the Southeast corner of existing Parcel "B", thence South 00°19'05" East 660.56 feet to the Point of Beginning containing 19.861 acres including 0.500 acres of County Road right-of-way.

- NOTES:**
1. ZONED AGRICULTURAL
 2. SANITARY SEWER INDIVIDUAL SYSTEM
 3. WATER - PRIVATE WELLS
 4. FRONT & REAR YARD WATER
 5. SIDE YARD SETBACK = 25'

OWNER/DEVELOPER:
BRYCE J. & PEGGY J. WEBB
1949 HOSBACK BRIDGE RD.
P.O. BOX 83
WINTERSSET, IOWA 50273
PH: (515) 462-1884

LAND SURVEYOR:
VANCE & HOCHSTETLER, P.C.
CONSULTING ENGINEERS
110 WEST GREEN ST.
WINTERSSET, IOWA 50273
PH: (515) 462-3995

FINAL PLAT

SCALE 1" = 100'

DATE OF SURVEY = 7-31-07

○ CAPPED IRON ROD (CIR) #6908 SET
● CIR #6908 FOUND
▲ EASEMENT FOUND
— MEASURED LINE
(M) MEASURED DISTANCE
(R) RECORDED DISTANCE
X CALCULATED POINT
(NOTHING SET)

SE COR. N. 1/4, SEC. 23, T. 76, R. 28
FD CIR #7995
POINT OF BEGINNING

APP 11