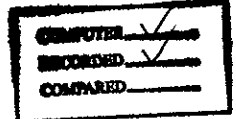


FOR PLAT
SEE 2005-806

**PLAT AND CERTIFICATE
FOR COVERED BRIDGE ESTATES
MADISON COUNTY, IOWA**



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

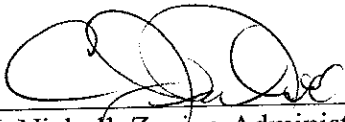
SEE EXHIBIT "A" ATTACHED HERETO.

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. Dedication of Plat of Covered Bridge Estates;
2. Attorney's Opinion;
3. Certificate of County Treasurer of Madison County, Iowa;
4. Resolution of the Board of Supervisors of Madison County, approving said plat;
5. Consent to Platting by Horizon Federal Savings Bank; and
6. Agreement with County Engineer.

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

Dated this 22nd day of FEBRUARY, 2005.



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

EXHIBIT A

The Fractional Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Seven (7) and the West 33.63 acres of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Eighteen (18); ALL in Township Seventy-six (76) North, Range Twenty-Seven (27) West of the 5th P.M., Madison County, Iowa;

AND

The East Half (1/2) of the Southeast Quarter (1/4) of Section Twelve (12), except all that part of Southeast Quarter (1/4) of the Southeast Quarter (1/4) which lies South and West of the West line of Federal Highway #169 as the same presently passes through said 40-acre tract, in Section Twelve (12); and all that part of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirteen (13) lying North and East of Federal Highway #169 as the same presently passes through said 40-acre tract, excepting therefrom a tract of land described as commencing at the Southeast Corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Thirteen (13), thence North 376.2 feet, thence North 50°36' West 906.0 feet, thence Northerly 156.6 feet along the arc of a 1637.1 foot radius curve concave easterly with a central angle of 5°29' to the point of beginning, thence northerly 877.8 feet along the arc of a 1637.1 foot radius curve concave easterly with a central angle of 30°45.5' and whose tangent at the point of beginning has a bearing of North 45°07' West, thence North 75°36.5' East 238.0 feet, thence Southerly 645.3 feet along the arc of a 1399.1 foot radius curve concave easterly with a central angle of 26°25.50' and whose tangent at the point of beginning has a bearing of South 14°23.5' East, thence South 0°21' East 147.6 feet, thence South 44°53' West 138.00 feet to the point of beginning containing 1.93 acres more or less exclusive of present established highway; ALL in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

Prepared by: Gary M. Myers, 666 Walnut Street, Suite 2500, Des Moines, IA 50309 Phone (515) 288-2500

CONSENT TO PLAT

The undersigned hereby states, acknowledges, and certifies that Brill Development, LLC is the owner of the real estate described as follows, to wit:

See Exhibit A attached hereto and incorporated herein by this reference,

to be subdivided and platted as: **Covered Bridge Estates**

as it appears on the accompanying plat, and is done so with the free consent and in accordance with the desire of said owner.

Dated this 19 day of November, 2004.

BRILL DEVELOPMENT, LLC

By: Don L. Brill
Name: Don Brill
Title: Managing Member

STATE OF IOWA)
) ss:
COUNTY OF POLK)

This instrument was acknowledged before me on the 19th day of November, 2004, by Don Brill as Managing Member of Brill Development, LLC.

Susan R. Parvino
_____, Notary Public



EXHIBIT A

The Fractional Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Seven (7) and the West 33.63 acres of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Eighteen (18); ALL in Township Seventy-six (76) North, Range Twenty-Seven (27) West of the 5th P.M., Madison County, Iowa;

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Prepared by: Gary M. Myers, 666 Walnut Street, Suite 2500, Des Moines, IA 50309 Phone (515) 288-2500

MORTGAGEE'S CONSENT TO PLAT

The undersigned hereby states, acknowledges and certifies that Horizon Federal Savings Bank is the holder of a Mortgage on the real estate described as follows, to-wit:

See Exhibit A attached hereto and incorporated herein by this reference,

which Mortgage is filed in Book 2004, Page 5398 of the Madison County Recorder's Office,

to be subdivided and platted as: **Covered Bridge Estates**

as it appears on the accompanying Plat, and is done so with the free consent and in accordance with the desire of said Mortgagee.

Dated this 19th day of November, 2004.

HORIZON FEDERAL SAVINGS BANK

By: Robert W. DeCook
Name: Robert W. DeCook
Title: President

STATE OF IOWA)
) ss:
COUNTY OF Polk)

This instrument was acknowledged before me on the 19th day of November, 2004, by Robert DeCook as President of Horizon Federal Savings Bank.

Vanessa Vanden Berg
Notary Public

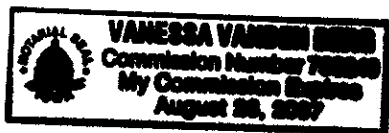


EXHIBIT A

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DAVIS, BROWN, KOEHN, SHORS & ROBERTS, P.C.

Attorneys and Counselors at Law

The Financial Center
666 Walnut Street, Suite 2500
Des Moines, Iowa 50309-3993
Fax: (515) 243-0654

Telephone: (515) 288-2500
Web: www.lawiowa.com

4201 Westown Parkway
Suite 300
West Des Moines, Iowa 50266
Fax: (515) 246-7997

William J. Koehn
John D. Shors
Stephen W. Roberts
William R. King
Robert F. Holz, Jr.
Robert A. Gamble
Michael G. Kulik
F. Richard Thornton
Thomas E. Salsbery
Frank J. Carroll
Bruce I. Campbell
Jonathan C. Wilson
Patricia A. Shoff

Steven L. Nelson
David B. VanSickel
Gene R. LaSuer
Deborah M. Tharnish
Kent A. Herink
Robert J. Douglas, Jr.
Nicholas H. Roby
Mark D. Walz
Gary M. Myers
Stanley J. Thompson
David A. Tank
David M. Erickson
Lori Torgerson Chesser

Jo Ellen Whitney
Becky S. Knutson
Julie Johnson McLean
Beverly Evans
M. Daniel Waters
Christopher P. Jannes
Sharon K. Malheiro
Kris Holub Tilley
William A. Boatwright
Thomas J. Houser
Kendall R. Watkins
Scott M. Brennan
Debra Rectenbaugh Pettit

Matthew E. Laughlin
Judith R. Lynn Boes
Daniel A. Rosenberg
Steven C. Goodrich
Denise R. Claton
William P. Kelly
Daniel M. Weddle
Susan J. Freed
Behnaz Soulati
Heather L. Palmer
Jason M. Stone
Amy M. Landwehr
Joseph M. Pawlosky

John C. Pietila
Jason M. Ross
LeGrande W. Smith
Emily E. Harris
C. Jennifer Peterson
Jake A. Schunk
Mark J. Konrad
Jodie L. Clark

Kent A. Herink
Daniel A. Rosenberg
Patents

Donald J. Brown
David W. Dunn
C. Carleton Frederici
A. J. Greffenius
Dennis D. Jerde
Richard E. Ramsay
Neal Smith
William D. Thomas
Of Counsel
A. Arthur Davis
1928-1997

REPLY TO DES MOINES OFFICE

January 18, 2005

Madison County Board of Supervisors
Courthouse
112 N. John Wayne Drive
P.O. Box 152
Winterset, IA 50273-0152

This is to certify that we have examined an Abstract of Title commencing with Abstract No. 27033, prepared by Security Loan and Abstract Company, and ending with Abstract No. 18762713, prepared by Madison County Abstract Co., certified to January 12, 2005, at 8:00 a.m. and covering real property legally described as:

See Exhibit A attached hereto and incorporated herein by this reference

to be known as: **Covered Bridge Estates**

As of that date and time, we find from my examination that the proprietor having fee title to said real property is:

Brill Development, LLC

subject to the following liens, encumbrances and limitations:

1. **MORTGAGE**. There is a Mortgage, dated November 10, 2004, filed November 17, 2004, in Book 2004, Page 5398 of the Madison County Recorder's Office, from Brill Development, LLC to Horizon Federal Savings Bank, encumbering the property under examination
2. **REAL ESTATE TAXES**. The abstractor states that all real estate taxes assessed against the property have been paid in full up to and including the taxes for fiscal year 2003-2004.

January 18, 2005

Page 2

3. **OTHER MATTERS.** There are no mortgages, special assessments or other liens or encumbrances affecting the property that need to be shown pursuant to Iowa Code Section 354.11(3).

This opinion is given for platting purposes only pursuant to Iowa Code Section 354.11(3), and for no other purpose. This opinion is based solely upon an examination of the Abstract of Title and does not cover any matters outside of the Abstract of Title, even if such matters may be of public record.

Respectfully submitted,

DAVIS, BROWN, KOEHN, SHORS & ROBERTS, P.C.

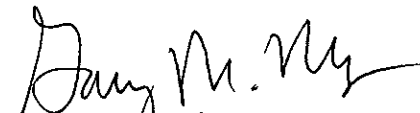

Gary M. Myers

EXHIBIT A

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AND

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Preparer: Gary M. Myers, Davis Law Firm, The Financial Center, 666 Walnut Street, Suite 2500, Des Moines, Iowa 50309,
Ph: (515) 288-2500

COUNTY OF MADISON
CERTIFICATE OF TREASURER OF MADISON COUNTY, IOWA

State of Iowa)
) ss:
County of Madison)

I, *G. Anne Collins*, Treasurer of Madison County, having examined the records of my office, in accordance with the provisions of Section 354 of the Code of Iowa pertaining to real properties as specifically set forth in Exhibit "A" attached hereto and made a part hereof, to be hereinafter designated as

COVERED BRIDGE ESTATES
an Official Plat,
Madison County, Iowa

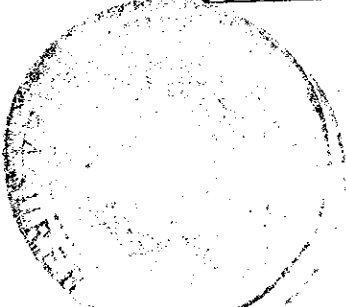
do hereby certify that same is free from all certified taxes, special assessments and special rates and charges.

Nor are there any taxes due for Moneys and Credits, Bushels of Grain, Industrial Machinery, Data Processing Equipment, Utilities or Buildings on Leased Land against

BRILL DEVELOPMENT, LLC

who is the record title holder of said real estate.

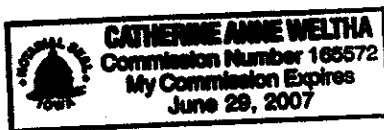
Dated at *Winterset*, Iowa this 19 day of *January*, 2005.



G. Anne Collins
Madison County Treasurer

By *C. Spurr*
Deputy Treasurer

Subscribed and sworn to before me this 19 day of JANUARY, 2005.



Catherine A. Weltha
Notary Public in and for the State of Iowa

EXHIBIT A

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Prepared by: Gary M. Myers, 666 Walnut Street, Suite 2500, Des Moines, IA 50309 (515) 288-2500

**DECLARATION OF COVENANTS
FOR
COVERED BRIDGE ESTATES**

THIS DECLARATION is hereby made this 22 day of February, 2005, by Brill Development, LLC, an Iowa limited liability company, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property (the "**Property**") situated in Madison County, Iowa, which is more particularly described as:

Lots 1 through 46, inclusive, of COVERED BRIDGE
ESTATES, an Official Plat, in Madison County, Iowa;

and

WHEREAS, Declarant desires to provide for the preservation of values of the property within the area platted as Covered Bridge Estates as shown on the plat thereof recorded in the Madison County Recorder's Office (the "**Plat**") and for the maintenance of the Common Area (hereinafter defined); and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the Property and be binding upon all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, to-wit:

**ARTICLE I
DEFINITIONS**

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

1. **Approved Builder** - shall mean a construction contractor approved in writing by Declarant.
2. **Association** - shall mean the Covered Bridge Estates Homeowner's Association, Inc. its successors and assigns.
3. **Building Plot** - shall mean a tract of property owned by the same titleholder(s) that constitutes one Lot, two or more contiguous Lots, or one Lot and a portion or portions of contiguous Lots, but not just a portion of a single Lot.
4. **Common Area** - shall mean and refer to all road easements shown on the Plat.
5. **Dam** - shall mean the dam located on Lots 33, 34, 35 and 36 that forms the Lake defined below.
6. **Declarant** - shall mean Brill Development, LLC, an Iowa limited liability company, and its assigns.
7. **Fence** - shall mean the fence around the perimeter of the Property that separates the Property from adjacent farmland.
8. **Hard Surface** - shall mean asphalt, concrete or another surface approved in writing by Declarant, but not gravel.
9. **Lake** - shall mean the area covered by the Ponding and Pond Access Easement on Lots 33 through 41, inclusive, as shown on the Final Plat of Covered Bridge Estates.
10. **Lake Lots** - shall mean those Lots on which the Lake is located.
11. **Lot** - shall mean and refer to any single platted lot within the Property.
12. **Owner** - shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Building Plot.

ARTICLE II PROPERTY RIGHTS AND MAINTENANCE OBLIGATIONS

1. **Owners' Easements of Enjoyment.** Every Owner shall have a non-exclusive easement in common with the other Owners to use the Common Area subject to the terms of this Declaration, the Association's Bylaws (the "**Bylaws**") and the Rules and Regulations adopted pursuant to the Association's Bylaws (the "**Rules and Regulations**"), which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to dedicate or transfer all or any part of the Common Area to Madison County or any municipality that will maintain the Common Area as a public road; and
- (b) the right of the Association to designate, establish, grant, dedicate, install, and/or maintain improvements, grading, utilities and easements within the Common Area.

Every Owner of a Lake Lot shall have a non-exclusive easement in common with the other Owners of Lake Lots to use the Lake, which easement shall be appurtenant to and shall pass with the title to every Lake Lot. Owners of Lots that are not Lake Lots will not have any rights to use the Lake.

2. **Common Area and Dam Maintenance.** The Association will insure, maintain, repair, improve and replace the roads on the Common Area and the Dam as the Association's Board of Directors deems necessary or appropriate.

3. **Lake Maintenance.** The Association will have no obligation to maintain the Lake or any liability insurance on behalf of the Owners of the Lake Lots. Each Owner of a Lake Lot will be responsible for obtaining any liability insurance that such Owner deems necessary or appropriate to cover such Owner's liability with respect to accidents occurring in, on or around the portion of the Lake on such Owner's property.

4. **Fence Maintenance.** Declarant shall initially install the Fence. Thereafter, each Owner of a Lot containing a portion of the Fence shall, at such Owner's expense, repair and maintain the portion of the Fence located on such Owner's Lot in good condition.

5. **Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws and Rules and Regulations of the Association, the right to enjoy the Common Area to the Owner's, family members, invitees, licensees, contractors, and agents.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Building Plot owned. When more than one person holds an interest in any Building Plot, all such persons shall be members. The vote for such Building Plot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Building Plot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each complete Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership,
- (b) on the date ten (10) years after either the filing of this Declaration, or
- (c) the Declarant determines in its sole discretion that Class B membership should cease.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

1. **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) general assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The general and special assessments shall be a charge on the Lots and shall be a continuing lien upon the Lots against which each such assessment is made. All assessments shall also be the personal obligation of the person who was the Owner of each such Lot at the time when the assessment fell due and the lien attached. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them, but the liens shall run with the land. General assessments shall be made annually as provided in the Bylaws and shall be collected on a monthly basis.

2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the operation of the Association and for insuring, maintaining, repairing, improving and replacing the Common Area.

3. **General Assessment.** Until January 1, 2006, the general assessment per Lot shall be \$80.00 per month. From and after January 1, 2006, the general assessment may be increased each year by the Association's Board of Directors as provided in the Bylaws.

4. **Special Assessments for Capital Improvements.** In addition to the general assessments authorized above, the Association's Board of Directors 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, provided that any such assessment shall have the assent of two-thirds

(2/3) of the votes of the Association's members who are voting in person or by proxy at a meeting duly called for that purpose.

5. **Notice and Quorum for Any Action Authorized Under Section 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 4 above shall be sent to all members of the Association not less than 10 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to a notice sent to all members not less than 5 days nor more than 15 days in advance, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. **Uniform Rate of Assessment.** Both general and special assessments must be fixed at a uniform rate for all Lots.

7. **Date of Commencement of General Assessments: Due Dates.** The general assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot by the Declarant to another Owner. The first general assessment shall be adjusted according to the number of months remaining in the calendar year. The Association's Board of Directors shall fix the amount of the general and special assessments against each Lot at least thirty (30) days in advance of their effective date. Written notice of the general 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, subject to a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

8. **Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at twelve percent (12%) per annum or the highest annual rate allowed by law, whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both, and shall be entitled to recover all costs of enforcement or collection, including, without limitation, reasonable attorneys' fees. All interest and costs of enforcement or collection, including, without limitation, attorneys' fees, shall also be a lien upon the Lot against which the delinquent assessment was made. 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.

9. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of possession of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such

assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V CONSTRUCTION CONTROL

1. No building or structure shall be constructed, altered, or maintained on any Building Plot other than one detached single-family dwelling and improvements incidental thereto. With respect to construction of a single-family dwelling on a Building Plot, an Approved Builder must be the general contractor. If the Owner wishes to act as the general contractor for construction of a single-family dwelling on a Building Plot, the Owner must be an Approved Builder. Each Owner of a vacant Building Plot other than the Declarant shall commence construction of a single-family dwelling on the Building Plot within one (1) year after acquiring title to the Building Plot.

2. All construction and landscaping on any Building Plot shall be completed in accordance with construction and landscaping plans approved by the Declarant or the Association with respect to both design and materials. As long as the Declarant is a Class B member of the Association, all such plans shall be approved by the Declarant. Thereafter, all such plans shall be approved by the Association's Board of Directors. Before commencing construction of any structure or installation of landscaping, the Owner shall submit two sets of plans to the Declarant or the Association, as applicable. The Declarant or the Association, as applicable, shall notify the Owner in writing whether the plans are approved within fourteen (14) days after receipt of the plans. If no such notice is given within said 14-day period, the plans will be deemed approved. The Declarant or Association, as applicable, will retain one copy of the plans and return the other copy to the Owner. All construction of improvements shall be completed within one (1) year after the plans are approved. Notwithstanding the approval of any plans, all construction and landscaping must comply with the other requirements of this Declaration.

3. No manufactured homes as defined in the *Code of Iowa* shall be placed on or erected on any Lot.

4. No building shall be erected on any Building Plot nearer than the building setback lines as shown on the recorded Plat.

5. No building or structure shall be constructed, altered or maintained on any Building Plot unless it has a Hard Surface driveway running from a public street to the dwelling, which must be at least ten (10) feet in width and have sufficient area to park at least two cars entirely off the street right-of-way. All single-family dwellings shall have, at a minimum, an attached two-car garage.

6. Any dog run, trash receptacle, tool shed or outside structure of like nature shall be properly screened by reasonable shrubbery or decorative fence or both.

7. All front elevations of single-family dwellings shall have at least 25% Boulder Creek stone or brick. All exterior materials shall be stone, cement board, natural wood (cedar, cypress, redwood, etc.), EIFS, stucco, or vinyl, unless otherwise approved by Declarant or, after Declarant is no longer a Class B member of the Association, the Association's Board of Directors.

8. No dwelling shall be constructed or permitted to remain upon any Building Plot, unless it meets the following floor area requirements:

(a) One-story dwelling must have a ground floor finished area of not less than 1600 square feet.

(b) One and one-half story dwellings must have not less than 1200 square feet of finished area on the ground floor and a total on the ground floor and second floor of not less than 1800 square feet of finished area.

(c) Two-story dwellings must have not less than 1100 square feet of finished area on the ground floor and a total on the ground floor and second floor of not less than 2000 square feet of finished area.

(d) Split level dwellings must have not less than 1600 square feet finished area directly under the roof and a total finished area of 2100 square feet.

(e) In the computation of floor area, the same shall not include porches, breezeways or garages.

9. No building will be constructed on any parcel smaller than a Lot.

10. No above ground or non-permanent swimming pools shall be permitted on any Lot.

11. Roofing materials shall be slate, tile, color shingles, cedar shakes, standing seam copper, or heavy weight shingles, unless otherwise approved by the Declarant or, after Declarant is no longer a Class B member of the Association, the Association's Board of Directors. Asphalt shingles shall have an expected lifespan of at least thirty (30) years. Shingles shall be of a style and construction so as to create shadow and texture similar to shakes or slate.

12. All LP tanks shall be buried.

13. All Building Plots that are not owned by the Declarant will be required to have at least one (1) Boulder Creek stone light post with a uniform design throughout the Property and at such location as is approved by the Declarant or, after Declarant is no longer a Class B member of the Association, the Association's Board of Directors. The Owner of each Building Plot other than the Declarant shall install, maintain, repair and replace the light post as necessary.

14. No more than twelve (12) inches of poured foundation wall shall be exposed on any building, and any such exposed material shall be painted or covered with stone.

15. No boat, recreational vehicle, trailer or other vehicle other than automobiles shall be stored or parked in any driveway or road. The Association may, by regulation or rule, limit or prohibit the parking of automobiles on any driveway or road.

16. No television or radio antennae or satellite dish in excess of one meter in diameter shall be placed on any Lot or on the roof of any building in such a manner as to visible from the exterior of the building or any road.

ARTICLE VI TEMPORARY STRUCTURE OR EQUIPMENT

No building or structure of a temporary character, and no trailer, basement, shack, garage, or outbuilding shall be used at any time as a residential dwelling on any Building Plot, either temporarily or permanently.

ARTICLE VII TRASH RECEPTACLES

No trash receptacles or garbage cans shall be permitted to be placed on a Building Plot unless hidden by an attractive screen of suitable height. Trash in proper containers and/or bags is allowed on the curb on pick-up day and one day before.

ARTICLE VIII NUISANCES/FIREARMS

No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an unreasonable annoyance or nuisance, either temporarily or permanently. No one shall intentionally discharge any firearm on the Property other than law enforcement officials in the course of their duties.

ARTICLE IX LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that 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 three dogs or cats, collectively, be maintained on any one Building Plot at any one time. Dogs must be tied or fenced, kept inside or in a dog run, or kept on a leash.

**ARTICLE X
EASEMENTS**

Certain perpetual easements are reserved as shown on the recorded Plat. The owner or occupant of a Lot shall, at the owner's expense, keep and preserve that portion of the easement within the owner's property (other than roads and the Dam, all of which are maintained by the Association) in good repair and condition at all times, and shall neither erect nor permit erection of any building structure or fences of any kind within the easement which might interfere in any way with the use of such easement. Among other easements shown on the recorded Plat, there shall be the following easements:

- (a) A ten (10) foot wide easement around the circumference of the Lake and immediately adjacent to the Lake over and across the Lake Lots for the purpose of ingress and egress in favor of the Owners of the Lake Lots.
- (b) An easement under, over and across Lots 33, 34, 35 and 36 for the construction, repair, maintenance, replacement and use of the Dam in favor of the Declarant and the Association.

**ARTICLE XI
WEED CONTROL**

The Owner or person in possession of each Lot, whether vacant or improved, shall keep the same free of debris and shall keep the same mowed, and failing this, agrees that after written notice, given by certified mail, from Declarant or the Association, the weeds shall be cut, the lawn mowed and such debris shall be removed within fifteen (15) days, failing which Declarant or the Association, as the case may be, may enter upon the property to cut weeds, mow, or cause such debris to be removed, and shall have a lien and cause of action against the Owner of such Lot for collection of the reasonable cost thereof.

**ARTICLE XII
MAINTENANCE OF COMMON AREA**

The Association shall maintain the Common Area in compliance with the ordinances of Madison County. This obligation runs to the benefit of the Owners and to Madison County and may be enforced by any Owner or Madison County.

**ARTICLE XIII
ASSOCIATION BYLAWS**

The Bylaws of the Association, as from time-to-time amended, shall be considered a part of this Declaration of Covenants. In the event of a conflict between this Declaration and the Bylaws, this Declaration shall be controlling.

ARTICLE XIV ENFORCEMENT

If any party shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, it shall be lawful for the Declarant, the Association or any Owner(s) owning any Lot(s) in the Property to seek any remedy available at law or in equity. For a period of twenty-one (21) years after the date this Declaration is recorded in the Madison County Recorder's Office, Declarant shall have an option to purchase any vacant Building Plot from the Owner if the Owner fails to commence construction of a single-family dwelling on the Building Plot within one (1) year after acquiring title to the Building Plot. The option price will be the amount paid by the Owner to acquire the Building Plot. To exercise the option, Declarant must give written notice to the Owner within eighteen (18) months after the Owner acquired title to the Building Plot, and the closing shall take place within sixty (60) days after such notice is given. Declarant's obligation to close the transaction if the option is exercised is contingent on the Owner conveying the Building Plot to Declarant by General Warranty Deed free and clear of all liens and encumbrances other than this Declaration and easements of record. If the Owner of a vacant Building Plot other than the Declarant fails to commence construction of a single-family dwelling on the Building Plot within one (1) year after acquiring title to the Building Plot, then Declarant, at its option and in addition to any other remedies available at law or in equity, may either (i) seek damages in the amount of \$500.00 for each day the Owner is in violation of the covenant, or (ii) exercise its option to purchase the Building Plot for the amount paid by the Owner to acquire the Building Plot. The prevailing party in any such litigation will be entitled to recover reasonable costs, attorney fees, and consequential damages.

ARTICLE XV MODIFICATION OF RESTRICTIONS

These covenants, restrictions and provisions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-one years after the date they are recorded in the Madison County Recorder's Office, and may be renewed for successive twenty-one year periods by recording a written notice as provided in Iowa Code Section 614.24, as amended. This Declaration may be amended during the first twenty-one (21) year period by an instrument signed by Lot Owners with not less than ninety percent (90%) of the votes of the Association's members, and thereafter by an instrument signed by Lot Owners with not less than seventy-five percent (75%) of the votes of the Association's members. Any amendment must be recorded. As long as Declarant is a Class B member, Declarant may amend this Declaration without the prior approval of the Class A members.

ARTICLE XVI SEVERABILITY

Invalidation of any one of these covenants, restrictions and provisions by judgment or court order shall in no way affect any of the other covenants, restrictions and provisions which shall remain in full force and effect.

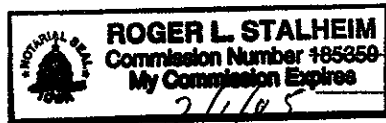
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand as of the day and year first above written.

BRILL DEVELOPMENT, LLC

By: Don L. Brill
Don L. Brill, Member

STATE OF IOWA :
: SS [REDACTED]
COUNTY OF POLK :

This instrument was executed and acknowledged before me on Feb 22, 2005, by Don L. Brill as Member of Brill Development, LLC, an Iowa limited liability company.



Roger L. Stalheim
Notary Public

Prepared by: Gary M. Myers, 666 Walnut Street, Suite 2500, Des Moines, IA 50309 (515) 288-2500

**DECLARATION OF COVENANTS
FOR
COVERED BRIDGE ESTATES TOWNHOMES**

THIS DECLARATION is hereby made this 22 day of February, 2005, by Brill Development, LLC, an Iowa limited liability company, hereinafter referred to as "**Declarant.**"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property (the "**Property**") situated in Madison County, Iowa, which is more particularly described as:

Lot 47 and Lots A, B, C, D, E, F, G, H, I, J, K and L of
COVERED BRIDGE ESTATES, an Official Plat, in
Madison County, Iowa;

and

WHEREAS, Declarant desires to provide for the preservation of values of the Property, which is located within the area platted as Covered Bridge Estates as shown on the plat thereof recorded in the Madison County Recorder's Office (the "**Plat**") and for the maintenance of the Common Area (hereinafter defined); and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the Property and be binding upon all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, to-wit:

**ARTICLE I
DEFINITIONS**

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

1. Association - shall mean the Covered Bridge Estates Townhome Owner's Association, Inc. its successors and assigns.
2. Common Area - shall mean and refer to Lot 47 of COVERED BRIDGE ESTATES, an Official Plat, in Madison County, Iowa, and the improvements located thereon, including, without limitation, a community center.
3. Declarant - shall mean Brill Development, LLC, an Iowa limited liability company, and its assigns.
4. Fence - shall mean the fence, if any, along the South boundary of the Property that separates the Property from adjacent farmland.
5. Lot - shall mean and refer to any lot with a letter designation within the Property.
6. Owner - shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

ARTICLE II PROPERTY RIGHTS AND MAINTENANCE OBLIGATIONS

1. **Owners' Easements of Enjoyment.** Every Owner shall have a non-exclusive easement in common with the other Owners to use the Common Area subject to the terms of this Declaration, the Association's Bylaws (the "**Bylaws**") and the Rules and Regulations adopted pursuant to the Association's Bylaws (the "**Rules and Regulations**"), which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to designate, establish, grant, dedicate, install, and/or maintain improvements, grading, utilities and easements within the Common Area. Among other things, the Rules and Regulations shall govern the use of the community center by the Owners.
2. **Common Area Maintenance.** The Association, at its expense, will insure, maintain, repair, improve and replace the improvements and grounds on the Common Area as the Association's Board of Directors deems necessary or appropriate.
3. **Fence Maintenance.** If Declarant installs the Fence, then Association shall, at its expense, repair and maintain the Fence in good condition.
4. **Lot Maintenance.** Each Owner shall insure the improvements on such Owner's Lot at such Owner's expense. The Association shall, at its expense, mow the yard, remove weeds, and remove snow from sidewalks and driveways on each Lot. All other maintenance, repairs, improvements and replacements on each Lot shall be performed by the Owner at the Owner's expense.

5. **Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws and Rules and Regulations of the Association, the right to enjoy the Common Area and Limited Common Area to the Owner's, family members, invitees, licensees, contractors, and agents.

6. **Title to Common Area.** The Declarant hereby covenants for itself, its successors and assigns, that it shall convey to the Association fee title to the Common Area, free and clear of all liens or encumbrances whatsoever, except covenants, conditions and restrictions set forth in this Declaration or the Bylaws. The ownership of the Common Area shall not be changed except after approval of two-thirds (2/3) of the votes of the members.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in 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.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each complete Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership,
- (b) on the date ten (10) years after either the filing of this Declaration, or
- (c) the Declarant determines in its sole discretion that Class B membership should cease.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

1. **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to

covenant and agree to pay to the Association: (1) general assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The general and special assessments shall be a charge on the Lots and shall be a continuing lien upon the Lots against which each such assessment is made. All assessments shall also be the personal obligation of the person who was the Owner of each such Lot at the time when the assessment fell due and the lien attached. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them, but the liens shall run with the land. General assessments shall be made annually as provided in the Bylaws and shall be collected on a monthly basis.

2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the operation of the Association and for insuring, maintaining, repairing, improving and replacing the improvements and grounds on the Common Area.

3. **General Assessment.** Until January 1, 2006, the general assessment per Lot shall be \$198.00 per month. From and after January 1, 2006, the general assessment may be increased each year by the Association's Board of Directors as provided in the Bylaws.

4. **Special Assessments for Capital Improvements.** In addition to the general assessments authorized above, the Association's Board of Directors 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, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Association's members who are voting in person or by proxy at a meeting duly called for that purpose.

5. **Notice and Quorum for Any Action Authorized Under Section 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 4 above shall be sent to all members of the Association not less than 10 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to a notice sent to all members not less than 5 days nor more than 15 days in advance, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. **Uniform Rate of Assessment.** Both general and special assessments must be fixed at a uniform rate for all Lots.

7. **Date of Commencement of General Assessments: Due Dates.** The general assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot by the Declarant to another Owner. The first general assessment shall be adjusted according to the number of months remaining in the calendar year. The Association's Board of Directors shall fix the amount of the general and special assessments

against each Lot at least thirty (30) days in advance of their effective date. Written notice of the general 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, subject to a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

8. **Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at twelve percent (12%) per annum or the highest annual rate allowed by law, whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both, and shall be entitled to recover all costs of enforcement or collection, including, without limitation, reasonable attorneys' fees. All interest and costs of enforcement or collection, including, without limitation, attorneys' fees, shall also be a lien upon the Lot against which the delinquent assessment was made. 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.

9. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of possession of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V CONSTRUCTION CONTROL

1. No building or structure shall be constructed, altered, or maintained on any Lot other than one-half of a duplex and improvements incidental thereto. Each duplex shall be used only as two-family residence.

2. All construction and landscaping on any Lot shall be completed in accordance with construction and landscaping plans approved by the Association with respect to both design and materials so as to insure harmony of external design and location in relation to surrounding structures and landscaping. As long as the Declarant is a Class B member of the Association, all such plans shall be approved by the Declarant. Thereafter, all such plans shall be approved by the Association's Board of Directors. Before commencing construction of any structure or installation of landscaping, the Owner shall submit two sets of plans to the Declarant or the Association, as applicable. The Declarant or the Association, as applicable, shall notify the Owner in writing whether the plans are approved within fourteen (14) days after receipt of the plans. If no such notice is given within said 14-day period, the plans will be deemed approved. The Declarant or Association, as applicable, will retain one copy of the plans and return the other

copy to the Owner. All construction of improvements shall be completed within one (1) year after the plans are approved. Notwithstanding the approval of any plans, all construction and landscaping must comply with the other requirements of this Declaration.

3. No building shall be erected on any Lot nearer than the building setback lines as shown on the recorded Plat.

4. Any dog run, trash receptacle, tool shed or outside structure of like nature shall be properly screened by reasonable shrubbery or decorative fence or both.

5. No boat, recreational vehicle, trailer or other vehicle other than automobiles shall be stored or parked in any driveway or road. The Association may, by regulation or rule, limit or prohibit the parking of automobiles on any driveway or road.

6. No television or radio antennae or satellite dish in excess of one meter in diameter shall be placed on any Lot or on the roof of any building in such a manner as to be visible from the exterior of the building or any road.

ARTICLE VI TEMPORARY STRUCTURE OR EQUIPMENT

No building or structure of a temporary character, and no trailer, basement, shack, garage, or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently.

ARTICLE VII TRASH RECEPTACLES

No trash receptacles or garbage cans shall be permitted to be placed on a Lot unless hidden by an attractive screen of suitable height. Trash in proper containers and/or bags is allowed on the curb on pick-up day and one day before.

ARTICLE VIII NUISANCES/FIREARMS

No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an unreasonable annoyance or nuisance, either temporarily or permanently. No one shall intentionally discharge any firearm on the Property other than law enforcement officials in the course of their duties.

ARTICLE IX LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that 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 three dogs or cats, collectively, be maintained on any one Building Plot at any one time. Dogs must be tied or fenced, kept inside or in a dog run, or kept on a leash.

ARTICLE X EASEMENTS

Certain perpetual easements are reserved as shown on the recorded Plat. Appurtenant to each Lot shall be cross easements between each Lot on which the same duplex is located as follows:

- (a) For ingress and egress as necessary for maintenance, repair, and replacement of the duplex;
- (b) For any minor encroachments by each Lot's portion of the duplex over the common boundary between the Lots due to settling, shifting or inexact location during construction;
- (c) Through each common wall for installation, maintenance, repair, replacement or reconstruction of conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility or other services to the duplex.

The Association shall have an easement for ingress and egress over and across each Lot to perform the Association's maintenance obligations set forth Article II, Section 4 above.

ARTICLE XI PARTY WALLS

Each wall dividing a duplex into two separate single family dwelling units located on the boundary between two Lots shall be considered a "wall in common" as that phrase is used in Iowa Code Chapter 563 (2003), as amended, and shall be subject to the provisions of said Chapter. The reasonable cost to maintain, repair or replace a common wall shall be shared by the Owners who make use of such wall in proportion to such use.

ARTICLE XII ELDERLY COMMUNITY

The Property is intended and shall be operated for occupancy by persons 55 years of age or older. No Owner of any Lot may sell, transfer or lease the Lot to any person, or allow any other person to occupy the Lot, without the prior written approval of the Association, which shall not be unreasonably withheld. The Association shall insure that the Property complies with the Fair Housing Act by:

- (a) not approving any sale, transfer, lease or occupancy unless at least eighty percent (80%) of the occupied dwelling units on the Property are occupied

by at least one person who is 55 years of age or older as determined in accordance with the Fair Housing Act and rules promulgated pursuant thereto;

(b) publishing and adhering to policies and procedures that demonstrate the intent that the Property be operated for and occupied by persons 55 years of age or older; and

(c) complying with the rules issued by the United States Secretary of Housing and Urban Development for verification of occupancy.

ARTICLE XIII ASSOCIATION BYLAWS

The Bylaws of the Association, as from time-to-time amended, shall be considered a part of this Declaration of Covenants. In the event of a conflict between this Declaration and the Bylaws, this Declaration shall be controlling.

ARTICLE XIV ENFORCEMENT

If any party shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, it shall be lawful for the Declarant, the Association or any Owner(s) owning any Lot(s) in the Property to seek any remedy available at law or in equity. The prevailing party in any such litigation will be entitled to recover reasonable costs, attorney fees, and consequential damages.

ARTICLE XV MODIFICATION OF RESTRICTIONS

These covenants, restrictions and provisions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-one years after the date they are recorded in the Madison County Recorder's Office, and may be renewed for successive twenty-one year periods by recording a written notice as provided in Iowa Code Section 614.24, as amended. This Declaration may be amended during the first twenty-one (21) year period by an instrument signed by Lot Owners with not less than ninety percent (90%) of the votes of the Association's members, and thereafter by an instrument signed by Lot Owners with not less than seventy-five percent (75%) of the votes of the Association's members. Any amendment must be recorded. As long as Declarant is a Class B member, Declarant may amend this Declaration without the prior approval of the Class A members.

ARTICLE XVI SEVERABILITY

Invalidation of any one of these covenants, restrictions and provisions by judgment or court order shall in no way affect any of the other covenants, restrictions and provisions which shall remain in full force and effect.

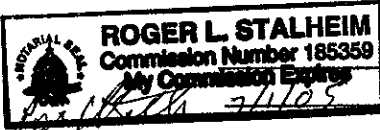
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand as of the day and year first above written.

BRILL DEVELOPMENT, LLC

By: Don L. Brill
Don L. Brill, Member

STATE OF IOWA :
: SS [REDACTED]
COUNTY OF POLK :

This instrument was executed and acknowledged before me on Feb 22, 2005, by Don L. Brill as Member of Brill Development, LLC, an Iowa limited liability company.

**ROGER L. STALHEIM**
Commission Number 185359
My Commission Expires 3/1/05

Roger Stalheim
Notary Public

**RESOLUTION APPROVING FINAL PLAT
OF COVERED BRIDGE ESTATES
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 Covered Bridge Estates; and

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

The Fractional Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Seven (7) and the West 33.63 acres of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Eighteen (18); ALL in Township Seventy-six (76) North, Range Twenty-Seven (27) West of the 5th P.M., Madison County, Iowa;

AND

The East Half (1/2) of the Southeast Quarter (1/4) of Section Twelve (12), except all that part of Southeast Quarter (1/4) of the Southeast Quarter (1/4) which lies South and West of the West line of Federal Highway #169 as the same presently passes through said 40-acre tract, in Section Twelve (12); and all that part of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirteen (13) lying North and East of Federal Highway #169 as the same presently passes through said 40-acre tract, excepting therefrom a tract of land described as commencing at the Southeast Corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Thirteen (13), thence North 376.2 feet, thence North 50°36' West 906.0 feet, thence Northerly 156.6 feet along the arc of a 1637.1 foot radius curve concave easterly with a central angle of 5°29' to the point of beginning, thence northerly 877.8 feet along the arc of a 1637.1 foot radius curve concave easterly with a central angle of 30°45.5' and whose tangent at the point of beginning has a bearing of North 45°07' West, thence North 75°36.5' East 238.0 feet, thence Southerly 645.3 feet along the arc of a 1399.1 foot radius curve concave easterly with a central angle of 26°25.50' and whose tangent at the point of beginning has a bearing of South 14°23.5' East, thence South 0°21' East 147.6 feet, thence South 44°53' West 138.00 feet to the point of beginning containing 1.93 acres more or less exclusive of present established highway; ALL in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

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 proprietor, Brill Development, LLC.

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 encumbrances, except a Mortgage against said real estate from Brill Development, LLC to Horizon Federal Savings Bank dated November 10, 2004, and filed November 17, 2004 in Book 2004, Page 5398 of the Recorder's office of Madison County, Iowa, and a certified statement from the Treasurer of Madison County, Iowa, that said platted land is free from taxes.

WHEREAS, Horizon Federal Savings Bank, the holder of said Mortgage has consented to the platting and subdivision of said real estate.

WHEREAS, said plat has been approved by the Madison County Planning and Zoning Commission.

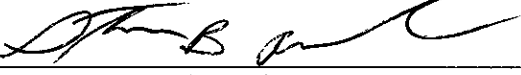
WHEREAS, the Board of Supervisors, Madison County, Iowa, finds that said plat conforms to the provisions of the Zoning Ordinance of Madison County, Iowa, and that the plat, papers and documents presented therewith should be approved by the Board of Supervisors, and that said plat, known as Covered Bridge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

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

1. That said plat known as Covered Bridge Estates prepared in connection with said plat and subdivision is hereby approved.

2. The Zoning Administrator of Madison County, Iowa, is hereby directed to certify this resolution which shall be affixed to said plat to the County Recorder of Madison County, Iowa, and attend to the filing and recording of the plat, papers and documents which should be filed and recorded in connection therewith.

DATED at Winterset, Iowa, this 22nd day of FEBRUARY, 2005.

Steven B Raymond


Steve Raymond, Chairman, Board of Supervisors,
Madison County, Iowa

ATTEST:

Joan Welsh

Madison County Auditor

RESOLUTION NO. 2004 -135

RESOLUTION APPROVING FINAL PLAT
OF COVERED BRIDGE ESTATES SUBDIVISION

WHEREAS there is filed in the Office of the Zoning Administrator of the City of Winterset, Iowa, a registered land survey's plat of a proposed subdivision known as Covered Bridge Estates; and

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

The Fractional Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Seven (7) and the West 33.63 Acres of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Eighteen (18); All in Township Seventy-Six (76) North, Range Twenty-Seven (27) West of the 5th P.M., Madison County, Iowa;

And

The East Half (1/2) of the Southeast Quarter (1/4) of Section Twelve (12), Except All That Part of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) Which Lies South And West of the West Line of Federal Highway #169 As The Same Presently Passes Through Said 40-Acre Tract, In Section Twelve (12); And All That Part of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirteen (13) Lying North And East of Federal Highway #169 As The Same Presently Passes Through Said 40-Acre Tract, Excepting There from A Tract of Land Described As Commencing At The Southeast Corner of the Northeast Quarter (1/4) of Said Section Thirteen (13) Thence North 376.2 Feet, Thence North 50°36' West 906.0 Feet, Thence Northerly 156.6 Feet Along The Arc of A 1637.1 Foot Radius Curve Concave Easterly With A Central Angle of 5°29' To The Point of Beginning, Thence Northerly 877.8 Feet Along The Arc of 1637.1 Foot Radius Curve Concave Easterly With A Central Angle of 30°45.5' And Whose Tangent At The Point of Beginning Has A Bearing of North 45°07' West, Thence North 75°36.5' East 238.0 Feet, Thence Southerly 645.3 Feet Along The Arc of A 1399.1 Foot Radius Curve Concave Easterly With A Central Angle of 26°25.5' And Whose Tangent At The Point of Beginning Has A Bearing of South 14°23.5' East, Thence South 0°21' East 147.6 Feet, Thence South 44°53' West 138.00 Feet To The Point of Beginning Containing 1.93 Acres More Or Less Exclusive of Present Established Highway; All In Township Seventy-Six (76) North, Range Twenty-Eight (28) West of the 5th P.M., Madison County, Iowa.

All Now More Particularly Described As Follows;

Commencing At The West 1/4 Corner of Said Section 18-76-27;
Thence N 00°00'00" E, 1,325.61 Feet To The North 1/16 Corner
(NW Corner, Fractional SW 1/4, NW 1/4) On The West Line Of
Said Section 18; Thence S 89°29'41" E, 33.80 Feet To The Point of Beginning (P.O.B. # 1);

Thence North 00°07'15" West Along The Easterly Right-Of Way Line of
Highway 169 (Subsequent Courses Also Run Along Said Easterly

Right-Of-Way Line Until Noted Otherwise), 379.84 Feet;
Thence North 90°00'00" West, 66.00 Feet To The Point of Curvature of
A Non-Tangential Curve;
Thence Along A Curve To The Left Having A Radius of 605.96 Feet, A Delta of 23°36'55",
An Arc Length of 249.76 Feet, And A Chord Which Bears North 38°47'15" West Having
A Chord Distance of 247.99 Feet;
Thence North 49°53'16" West, 66.41 Feet;
Thence North 39°24'00" East, 5.00 Feet;
Thence North 50°41'39" West, 200.07 Feet;
Thence North 39°24'00" East, 5.00 Feet;
Thence North 49°07'53" West, 296.83 Feet;
Thence North 39°10'13" West, 90.55 Feet;
Thence North 55°31'09" West, 132.46 Feet;
Thence North 42°11'53" East, 87.29 Feet;
Thence North 00°21'00" West, 147.60 Feet;
Thence Along A Curve To The Right Having A Radius of 1,399.10 Feet, A Delta of
26°21'35", An Arc Length of 643.68 Feet, And A Chord Which Bears North 27°33'08"
West Having A Chord Distance of 638.01 Feet To A Point On A Line;
Thence South 75°53'06" West, 147.02 Feet;
Thence North 00°48'28" West, 837.65 Feet;
Thence North 19°53'29" East, 242.80 Feet;
Thence North 25°45'10" East, 252.08 Feet;
Thence North 20°05'28" East, 515.00 Feet;
Thence North 41°06'06" East, 324.03 Feet;
Thence North 29°45'12" East, 83.54 Feet;
Thence South 89°03'44" East Along The North Line of the Ne 1/4,
Se 1/4 (No Longer Along The Easterly Right-Of-Way Line of Highway 169), Said Section
12, 551.37 Feet To The West 1/4 Corner of Said Section 7
(East 1/4 Corner Section 12), Township 76 North, Range 27 West;
Thence South 00°00'05" West, 1,298.30 Feet To The South 1/16 Corner
On The West Line of Said Section 7, Township 76 North, Range 27 West;
Thence South 89°13'22" East Along The North Line of the Fractional Sw 1/4, Sw 1/4,
1,466.12 Feet To The Sw 1/16 Corner of Said Section 7, Township
76 North, Range 27 West;
Thence South 00°19'44" East Along The 1/4, 1/4 Section Line, 1,303.91 Feet
To The W 1/16 Corner Common To Said Sections 7 & 18;
Thence North 89°00'39" West Along The Section Line, 361.42 Feet;
Thence South 00°00'00" East, 1,309.83 Feet;
Thence North 89°29'41" West Along The 1/4 Section Line, 1,080.64 Feet
To The Point of Beginning, And Containing 146.177 Acres, More Or Less.
And,
Commencing At Said West 1/4 Corner of Section 7;
Thence North 89°03'44" West Along The 1/4 Section Line, 985.43 Feet
To The Point of Beginning (P.O.B. #2);
Thence South 00°29'56" East Along The Westerly Right-Of-Way Line Of
Highway 169, 142.72 Feet;

Thence South 20°07'06" West Along The Westerly Right-Of-Way Line of Highway 169, 548.27 Feet;
Thence South 16°30'05" West Along The Westerly Right-Of-Way Line Of Highway 169, 237.16 Feet;
Thence South 27°55'26" West Along The Westerly Right-Of-Way Line Of Highway 169, 201.83 Feet;
Thence North 00°05'07" East Along The 1/4, 1/4 Section Line, 1,068.94 Feet To The Center-East 1/16 Corner (Ne Corner, Ne 1/4, Se 1/4) of Said Section 12; Thence South 89°03'44" East, 347.67 Feet To Point of Beginning, and Containing 5.040 Acres, more or less.

WHEREAS this subdivision is submitted to the City of Winterset, Iowa under its concurrent jurisdiction as provided by law; and

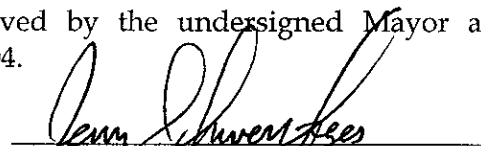
WHEREAS this subdivision of plat has been reviewed by the Planning & Zoning Commission of the City of Winterset; and

WHEREAS the Planning and Zoning Commission recommends that said the City Council should approve the subdivision plat and that all improvements provided for in the Subdivision regulations of the City Code should be waived.

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

1. That the subdivision plat known as Covered Bridge Estates is hereby approved in all respects.
2. That the installations of improvements required by the Subdivision regulations are hereby waived.
3. That the Zoning Administrator of the City of Winterset is hereby directed to certify this Resolution which shall be affixed to this subdivision plat to the county Recorder of Madison County, Iowa, and attend to the filing and recording of the subdivision plat and accompanying documents.

Passed by the City Council and approved by the undersigned Mayor at Winterset, Iowa, on this 15th day of November 2004.



Jerry Schwertfeger, Mayor

Attest: 

Mark Nitchals, City Administrator

10

AGREEMENT

This Agreement, made and entered into, by and between, the proprietor of Covered Bridge Estates, and Todd Hagen, County Engineer.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

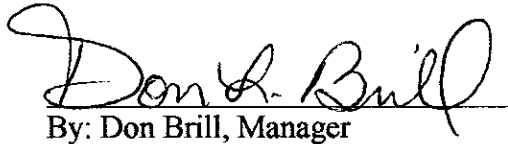
1. The proprietor of Covered Bridge Estates, a Plat of the following described real estate:

SEE EXHIBIT "A" ATTACHED HERETO.

hereby agrees that all private roads located within Covered Bridge Estates are private roads and are not being dedicated to Madison County, Iowa. Said proprietor consents and agrees that such roads shall not be maintained in any manner by Madison County, Iowa, or the Madison County Engineer's Department.

PROPRETOR COVERED BRIDGE ESTATES

BRILL DEVELOPMENT LLC


By: Don Brill, Manager

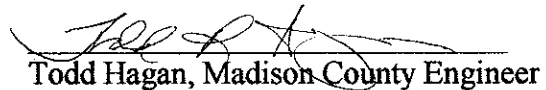

Todd Hagan, Madison County Engineer

EXHIBIT A

The Fractional Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Seven (7) and the West 33.63 acres of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Eighteen (18); ALL in Township Seventy-six (76) North, Range Twenty-Seven (27) West of the 5th P.M., Madison County, Iowa;

AND

The East Half (1/2) of the Southeast Quarter (1/4) of Section Twelve (12), except all that part of Southeast Quarter (1/4) of the Southeast Quarter (1/4) which lies South and West of the West line of Federal Highway #169 as the same presently passes through said 40-acre tract, in Section Twelve (12); and all that part of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirteen (13) lying North and East of Federal Highway #169 as the same presently passes through said 40-acre tract, excepting therefrom a tract of land described as commencing at the Southeast Corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Thirteen (13), thence North 376.2 feet, thence North 50°36' West 906.0 feet, thence Northerly 156.6 feet along the arc of a 1637.1 foot radius curve concave easterly with a central angle of 5°29' to the point of beginning, thence northerly 877.8 feet along the arc of a 1637.1 foot radius curve concave easterly with a central angle of 30°45.5' and whose tangent at the point of beginning has a bearing of North 45°07' West, thence North 75°36.5' East 238.0 feet, thence Southerly 645.3 feet along the arc of a 1399.1 foot radius curve concave easterly with a central angle of 26°25.50' and whose tangent at the point of beginning has a bearing of South 14°23.5' East, thence South 0°21' East 147.6 feet, thence South 44°53' West 138.00 feet to the point of beginning containing 1.93 acres more or less exclusive of present established highway; ALL in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

Look to The Horizon



February 14, 2005

Madison County Zoning Commission
Winterset, IA

Re: Covered Bridges Estates

To Whom It May Concern:

Horizon Federal Savings Bank has issued a loan contract to Brill Development LLC which has adequate funds to complete the streets in Covered Bridges Estates.

Yours very truly,

Horizon Federal
Savings Bank

Robert W. DeCook
President

RWD;ljs

KNOXVILLE
1022 West Pleasant Street
Knoxville, IA 50138
641-842-7266

OSKALOOSA
301 First Avenue East
Oskaloosa, IA 52577
641-673-8328

509 A Avenue West
Oskaloosa, IA 52577
641-673-6367

PLEASANT HILL
1290 Copper Creek Drive
Pleasant Hill, IA 50327
515-265-4880

Covered Bride Estates

Madison County, Iowa

January 28, 2005

Prepared by: Mark A. McMurphy, PE & PLS

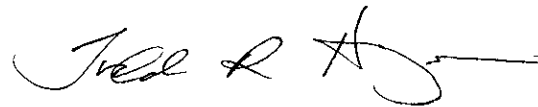
Opinion of Construction Costs*

| Item | Quantity | Unit | Unit Cost | Total |
|------------------------------------|----------|------------------|------------|--------------|
| Mobilization | 1 | Ea. | \$2,000.00 | \$ 2,000.00 |
| Clearing & Grubbing | 14.3 | Acre | \$700.00 | \$ 10,000.00 |
| Earthwork | 57,000 | Yd. ³ | \$2.00 | \$114,000.00 |
| 1 1/2" Granular Subbase (4" Thick) | 1,900 | Yd. ³ | \$19.00 | \$ 36,100.00 |
| 6" PCC Pavement | 18,000 | Yd. ² | \$27.00 | \$486,000.00 |
| 18" CMP | 444 | LF | \$24.00 | \$ 10,656.00 |
| 18" FES | 4 | Ea. | \$250.00 | \$ 1000.00 |
| 24" CMP | 154 | LF | \$28.00 | \$ 4,312.00 |
| 24" FES | 4 | Ea. | \$280.00 | \$ 1,120.00 |
| 60" CMP | 72 | LF | \$80.00 | \$ 5,760.00 |
| Rip Rap | 30 | Ton | \$43.00 | \$ 1,290.00 |
| Erosion Control/Seeding | 35 | Acres | \$700.00 | \$ 24,500.00 |
| Silt Fence | 1,600 | LF | \$2.00 | \$ 3,200.00 |
| Totals | | | | \$699,938.00 |

* Cost items include only those, which are integral to the viability of the subdivision (streets, culverts and directly related).

ACCEPTED: 2/16/05

MADISON COUNTY

by: 

TODD R. HAGAN, MADISON COUNTY ENGINEER



DEPARTMENT OF NATURAL RESOURCES

JEFFREY R. VONK, DIRECTOR

THOMAS J. VILSACK, GOVERNOR
SALLY J. PEDERSON, LT. GOVERNOR

December 13, 2004

DON BRILL
BRILL DEVELOPMENT, L.L.C.
3044 - 104TH STREET
URBANDALE, IA 50322

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 - 8628 - 8434
Facility Name and Location: COVERED BRIDGE ESTATES, WINTERSSET, IA

Dear DON BRILL:

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 call (515)281-6782 and ask for storm water permit assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph D. Griffin".

Joseph D. Griffin
Wastewater Section
Environmental Protection Division

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

File No. CON 11 - 4 - 1 - 8628
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 - 8628 - 8454

Contact Person: DON BRILL

Contact Address: BRILL DEVELOPMENT, L.L.C.
3044 - 104TH STREET

URBAN DALE, IA 50322

Telephone: (515)270-8444



DEPARTMENT OF NATURAL RESOURCES

THOMAS J. VILSACK, GOVERNOR
SALLY J. PEDERSON, LT. GOVERNOR

JEFFREY R. VONK, DIRECTOR

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:

**BRILL DEVELOPMENT, L.L.C.
3044 - 104TH STREET
URBANDALE IA 50322
(515)270-8444**

Permit Coverage Issued To:

**COVERED BRIDGE ESTATES
1812 US HIGHWAY 169
in WINTERSSET, MADISON COUNTY
located at**

| 1/4 Section | Section | Township | Range | Latitude | | | Longitude | | |
|----------------|------------------|----------|--------|----------|---------|---------|-----------|---------|---------|
| | | | | Degrees | Minutes | Seconds | Degree | Minutes | Seconds |
| SW, NW, SE, NE | 7, 18, 13, 13 | 76N | 27-28W | | | | | | |

Coverage Provided Through: 11/15/2005
NPDES Permit Discharge Authorization Number: 8628 - 8434
Discharge Authorization Date: 12/13/2004

**Project Description: CONSTRUCTION OF RESIDENTIAL SUBDIVISION
INCLUDING GRADING, WATER MAIN, CROSSROAD CULVERTS, AND HOMES.**

Master Copy

Prepared by Don Brill
3044 104th St Urbandale IA 50322
ph 270-8444

Fence Agreement

February 14, 2005

To the following parties: Daniel Ryner, ^{Bob}~~John~~ Casper and Allen Akers. _{DB}

Brill Development LLC. agrees to put to put a new fence along east side of Covered Bridge Estates. Please see attached layout of fence. The fence to be replaced is marked in red.

Brill Development agrees at no charge to any of the above parties to replace the existing fence. The new fence may not go exactly where the old is now due to over grow of trees or terrain. We will get it as close as we feasibly can do.

We plan on putting 47 woven fence with a single barb wire on top. Again we are dealing with some very difficult terrain and trees that wasn't present when original fence was installed. There may be some areas that we will need to use more barb wire or even 24" or

34" woven and two rows of barb wire. We just need to be a little flexible.

I had this bid out by two different parties and they both had this in their report and bids. I plan on using Jack Hanrahan to install the fence.

~~Once fence is installed, the maintenance of the new fencing will be shared by land owner and Brill Development, LLC.~~ *DB*

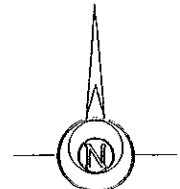
By signing this agreement all parties are in full agreement.

Brill Development LLC. *Don L. Brill* Date: *2/16/05*

~~Daniel~~
~~Randy~~ Ryner *Randy Ryner* Date: *2-16-05*

~~Bob~~
~~John~~ Casper *John Casper* Date: *2/16-05*
Casper Farms *P.O. Box 1001 Evans*

Allen Akers *Allen Akers* Date: *2-16-05*



0-200-100-0 100 200
Scale in Feet

COMPUTER
RECORDED
COMPARED

Document 2004 5232
Book 2004 Page 5232 Type 06 26 Pages 2
Date 11/04/2004 Time 2:10 PM
Rec Amt \$12.00

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

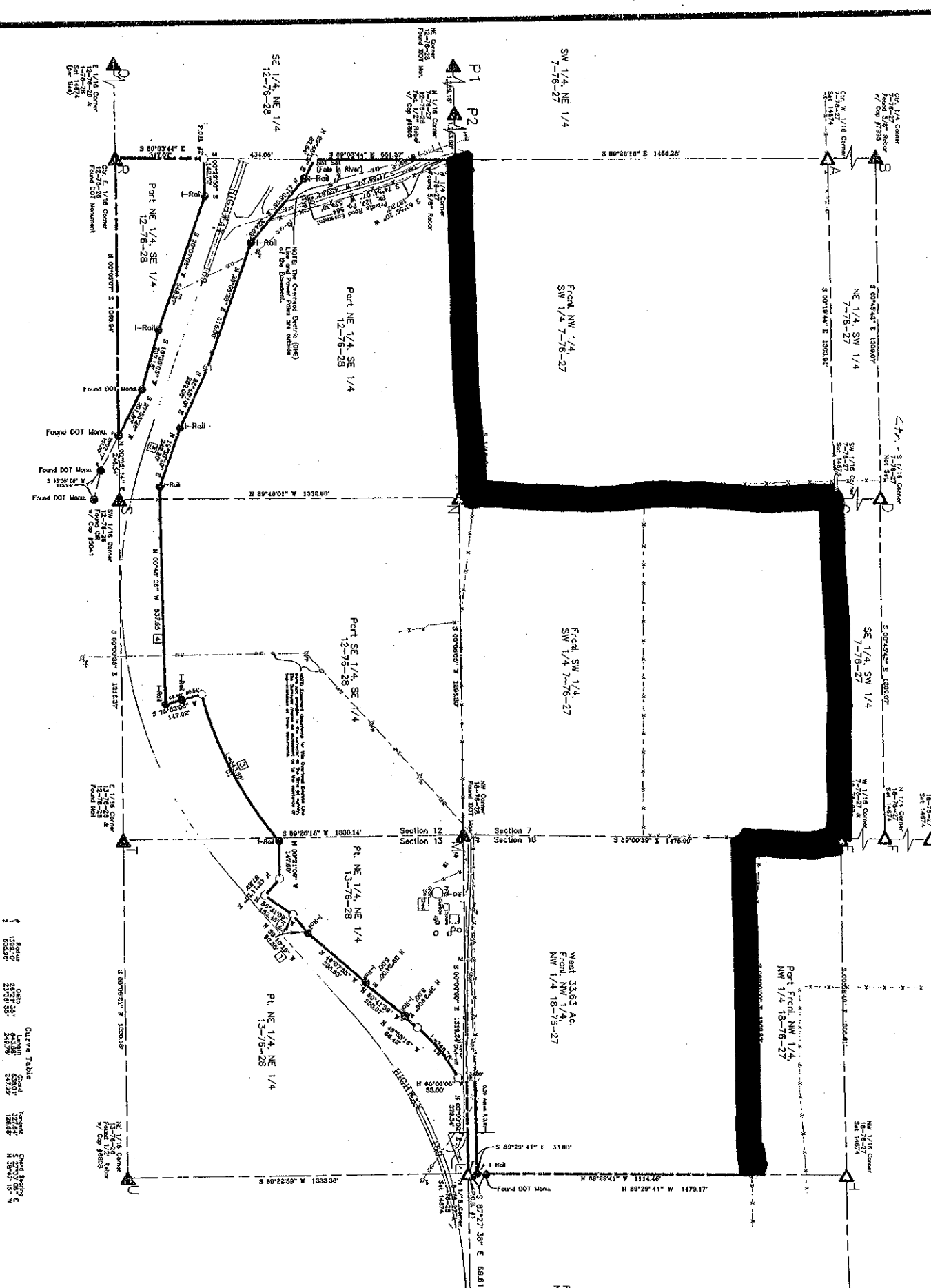
I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT HAS BEEN PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

DATE: 11-3-04
MICKI UTSLER
14874
IOWA PROFESSIONAL LAND SURVEYOR

MY LICENSE RENEWAL DATE IS OCTOBER 31, 2004.
ADDITIONAL PAGES CERTIFIED (NONE UNLESS INDICATED)

Cuttable Table

| | | | | | | | | | | | | | | | | | | | | |
|----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Station | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| Angle | 100.000 | 100.000 | 100.000 | 100.000 | 100.000 | 100.000 | 100.000 | 100.000 | 100.000 | 100.000 | 100.000 | 100.000 | 100.000 | 100.000 | 100.000 | 100.000 | 100.000 | 100.000 | 100.000 | 100.000 |
| Distance | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |



ABACI CONSULTING, INC.
CIVIL ENGINEERING - LAND SURVEYING
101 N. CHURCH DR., GRIMES, IOWA 50111, PH. (515)246-5048

STANDARD SURVEYING INSTRUMENTS:
• 3" DIAMETER SIGHTING RODS
• 1/2" DIA. X 30" SIGHT ROD SET
• SECTION CORNER MONUMENT SET
• 1/2" DIA. CHAIN LINK FENCE

NOTES:
ALL PROPERTY CORNERS WILL BE MONUMENTED WITHIN ONE YEAR OF DATE OF RECORDING.
SURVEY DATE: 9-29-04

BOUNDARY RETRACEMENT SURVEY
FOR
BRILL DEVELOPMENT, LLC

Bearing & Distance Table for Land Corners

| From | To | Bearing Measured | Distance |
|------|----|------------------|----------|
| A | B | 89°26'16" E | 1302.34' |
| A | C | S 00°19'44" E | 1303.91' |
| A | D | N 09°26'16" E | 1456.28' |
| A | E | S 00°45'48" E | 1309.03' |
| A | F | N 89°13'21" E | 1312.35' |
| A | G | S 00°19'44" E | 1303.91' |
| B | C | N 89°13'22" E | 1466.12' |
| B | D | S 00°45'48" E | 1309.03' |
| B | E | N 89°00'39" E | 1322.39' |
| B | F | S 89°00'39" E | 3368.22' |
| B | G | S 00°08'49" E | 1306.81' |
| C | D | N 89°00'39" E | 1475.99' |
| C | E | S 89°00'39" E | 2643.83' |
| C | F | S 00°16'06" E | 2631.69' |
| C | G | S 00°08'49" E | 1331.09' |
| D | E | N 89°29'41" E | 1479.17' |
| D | F | S 89°17'02" E | 1327.86' |
| D | G | S 89°17'02" E | 1482.63' |
| E | F | S 89°17'02" E | 2810.49' |
| E | G | S 00°00'00" E | 1325.61' |
| E | H | N 00°00'00" E | 1319.24' |
| E | I | S 89°22'59" W | 1333.36' |
| E | J | N 00°06'05" E | 1298.30' |
| E | K | S 89°25'18" E | 1330.14' |
| E | L | N 00°06'05" E | 1298.30' |
| E | M | S 89°48'01" W | 1332.60' |
| E | N | N 00°19'15" W | 2532.84' |
| E | O | N 89°03'44" E | 1333.10' |
| E | P | N 86°50'55" W | 1317.69' |
| E | Q | S 00°04'03" W | 2583.42' |
| E | R | S 00°05'07" W | 1315.47' |
| E | S | S 00°00'35" E | 1316.37' |
| E | T | S 00°08'21" W | 1320.18' |

Table of Previously Recorded Bearings & Distances

| KEY | Bearing | Distance | Book | Page |
|------|---------------|---------------------|-----------------|------|
| 1 | N 38°45'43" E | 90.47' | 121 | 752 |
| 2 | N 55°24'28" W | 132.45' | 121 | 752 |
| 3 | L=645.3' | | 2005 | 6579 |
| 4 | S 00°51'53" E | 847.56' | 127 | 367 |
| 5 | S 20°04'56" W | 242.23' | 127 | 367 |
| 6 | M 89°29'26" E | 68.89' | 127 | 765 |
| FROM | TO | 2241 Ch. (1479.06') | Original Survey | |
| M | E | 2236 Ch. (1476.09') | Original Survey | |
| K | I | 2245 Ch. (1481.70') | Original Survey | |

TABLE OF AREAS

| | | |
|---------------------|----------|--------------|
| Part NE 1/4, SE 1/4 | 12-76-28 | 27.395 Acres |
| Part NE 1/4, SE 1/4 | 12-76-28 | 5.040 Acres |
| Part SE 1/4, NE 1/4 | 12-76-28 | 31.602 Acres |
| Part NE 1/4, NE 1/4 | 13-76-28 | 9.909 Acres |
| Part NE 1/4, SW 1/4 | 7-76-27 | 43.932 Acres |
| Part NW 1/4, NW 1/4 | 18-76-27 | 33.630 Acres |

THE INFORMATION LISTED IN THIS TABLE IS FOR COUNTY AUDITORS USE ONLY.

Legal Description:
 OF THE FRACTIONAL SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION SEVEN (7) AND THE WEST 33.63 ACRES OF THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION EIGHTEEN (18) ALL IN TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.

AND QUARTER (1/4) OF SECTION TWENTY (20) OF THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY (20) OF THE SOUTHWEST QUARTER (1/4) OF SECTION SEVEN (7) AND THE WEST 33.63 ACRES OF THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION EIGHTEEN (18) ALL IN TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.

THE EAST HALF (1/2) OF SECTION TWENTY (20) OF THE SOUTHWEST QUARTER (1/4) OF SECTION SEVEN (7) AND THE WEST 33.63 ACRES OF THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION EIGHTEEN (18) ALL IN TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.

AND QUARTER (1/4) OF SECTION TWENTY (20) OF THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION SEVEN (7) AND THE WEST 33.63 ACRES OF THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION EIGHTEEN (18) ALL IN TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 19-76-27; THENCE NORTH 00°00'00" WEST 3300 FEET ALONG THE RIGHT-OF-WAY LINE OF HIGHWAY 169; SUCCEEDING CORNERS ALSO SHOWN ON THE SURVEY MAP OF SAID SECTION 19-76-27. ALSO SHOWN ALONG WITH A DELTA OF APPROXIMATELY 4 DEGREES 10 MINUTES AND 10 SECONDS. THE POINT OF CURVATURE OF A NON-TANGENT CURVE, NOTED OTHERWISE, TO THE POINT OF BEGINNING. HAVING AN ARC LENGTH OF 249.76 FEET, AND A CHORD WHICH BEARS NORTH 38°47'15" WEST HAVING A CHORD DISTANCE OF 247.99 FEET;

THENCE NORTH 09°00'00" EAST 379.54 FEET ALONG THE SECTION LINE;

THENCE NORTH 90°00'00" WEST 3300 FEET ALONG THE RIGHT-OF-WAY LINE OF HIGHWAY 169; SUCCEEDING CORNERS ALSO SHOWN ON THE SURVEY MAP OF SAID SECTION 19-76-27. ALSO SHOWN ALONG WITH A DELTA OF APPROXIMATELY 4 DEGREES 10 MINUTES AND 10 SECONDS. THE POINT OF CURVATURE OF A NON-TANGENT CURVE, NOTED OTHERWISE, TO THE POINT OF BEGINNING. HAVING AN ARC LENGTH OF 249.76 FEET, AND A CHORD WHICH BEARS NORTH 38°47'15" WEST HAVING A CHORD DISTANCE OF 247.99 FEET;

THENCE NORTH 49°53'16" WEST 66.42 FEET;

THENCE NORTH 39°24'00" EAST 500 FEET;

THENCE NORTH 39°24'00" EAST 500 FEET;

THENCE NORTH 48°07'53" WEST 298.83 FEET;

THENCE NORTH 39°10'13" WEST 90.55 FEET;

THENCE NORTH 55°31'09" WEST 132.46 FEET;

THENCE NORTH 42°11'53" EAST 87.29 FEET;

THENCE NORTH 09°21'00" WEST 147.80 FEET;

THENCE ALONG A NON-TANGENT CURVE OF 415.88 FEET AND A CHORD WHICH BEARS NORTH 27°33'08" WEST HAVING A CHORD DISTANCE OF 638.01 FEET TO A POINT ON A LINE;

THENCE SOUTH 75°53'05" WEST 147.02 FEET;

THENCE NORTH 00°48'28" WEST 837.65 FEET;

THENCE NORTH 19°53'29" EAST 242.80 FEET;

THENCE NORTH 25°43'10" EAST 252.08 FEET;

THENCE NORTH 20°00'28" EAST 512.03 FEET;

THENCE NORTH 29°45'12" EAST 81.34 FEET;

THENCE SOUTH 89°03'44" EAST ALONG THE 1/4 NORTH LINE OF THE NE 1/4 SAID SECTION 12, 551.37 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 7 (EAST 1/4 CORNER SECTION 12), TOWNSHIP 76 NORTH, RANGE 27 WEST; HENCE SOUTH 00°06'05" WEST 1292.50 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 18; 17'22" EAST ALONG THE NORTH LINE OF THE FRACTIONAL SW 1/4 SW 1/4, 1456.12 FEET TO THE SW 1/16 CORNER OF SAID SECTION 7, TOWNSHIP 76 NORTH, RANGE 27 WEST;

THENCE (DEPARTING HIGHWAY ROW) SOUTH 00°18'44" EAST ALONG THE 1/4 SECTION LINE, 1303.91 FEET TO THE W. 1/16 CORNER COMMON TO SAID SECTIONS 7 & 18;

THENCE NORTH 89°00'39" WEST ALONG THE SECTION LINE, 361.42 FEET;

THENCE SOUTH 89°00'40" WEST ALONG THE SECTION LINE, 361.42 FEET;

THENCE SOUTH 89°03'44" EAST 347.87 FEET TO POINT OF BEGINNING, AND CONTAINING 146.469 ACRES, MORE OR LESS.

AND.

COMMENCING AT SAID WEST 1/4 CORNER OF SECTION 7, THENCE NORTH 89°03'44" WEST ALONG THE 1/4 SECTION LINE, 965.43 FEET TO THE POINT OF BEGINNING (P.O.B. #2);

THENCE SOUTH 00°29'58" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 169, 142.72 FEET;

THENCE SOUTH 20°07'08" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 169, 548.27 FEET;

THENCE SOUTH 16°30'05" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 169, 237.18 FEET;

THENCE SOUTH 20°18'53" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 169, 201.83 FEET;

THENCE NORTH 00°05'07" EAST ALONG THE 1/4 SECTION LINE, 1068.84 FEET TO THE CENTER-EAST 1/16 CORNER (NE CORNER) NE 1/4, SE 1/4 OF SAID SECTION 12;

THENCE SOUTH 89°03'44" EAST 347.87 FEET TO POINT OF BEGINNING, AND CONTAINING 50.40 ACRES, MORE OR LESS.

ABACI CONSULTING, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 101 N. CIRCLE DR., GRIMES, IOWA 50111, PH. (515)988-5048

STANDARD SYMBOLS USED:
 0 600' LONG ROUND ROD PER SET
 1 1 1/2" x 1/2" ALUMINUM CORNER MARKER PER SET
 A SECTION CORNER MARKER SET
 P 1/2" x 1/2" ALUMINUM CORNER MARKER SET
 C/F CHAIN LINK FENCE

DATE MADE
 CASE NO.
 PROJECT NO.
 CLIENT NO.
 SURVEY NO.
 PLANNING NO.
 ELECTRICAL NO.
 MECHANICAL NO.
 SANITARY NO.
 FOUNDATION NO.
 ROADSIDE NO.
 UTILITY NO.
 EROSION NO.
 FLOODING NO.
 GROUNDWATER NO.
 SEISMIC NO.
 OTHER NO.

REVISIONS:

BOUNDARY RETRACEMENT SURVEY
 FOR
 BRILL DEVELOPMENT, LLC
 PROJECT NO. 0401005
 SHEET NO. 14 OF 14

Copy To:
Brill Development, LLC
3304 104th ST.
Urbandale, Ia 50322

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

Prepared by Gary M. Myers, 666 Walnut Street, Suite 2500, Des Moines, Iowa 50309; Telephone: (515) 288-2500

**PERMANENT EASEMENT FOR SURFACE WATER FLOWAGE
AND DETENTION POND**

| | |
|----------|-------------------------------------|
| COMPUTER | <input checked="" type="checkbox"/> |
| RECORDED | <input checked="" type="checkbox"/> |
| COMPARED | <input type="checkbox"/> |

Daniel K. Ryner and Lori A. Ryner, husband and wife (collectively, the "Grantor"), in consideration of the sum of One and 00/100 Dollars (\$1.00), does hereby grant and convey unto Brill Development LLC, an Iowa limited liability company (the "Grantee"), a permanent non-exclusive surface water flowage and detention pond easement under, over, and through and across the following described property (the "Easement Area"):

the area described as the ponding easement on Exhibit "A" attached hereto and incorporated herein by this reference,

for the purpose of the Grantee constructing, grading, maintaining and using the surface of said Easement Area in a manner that will permit the free and unobstructed flow and detention of surface water over the Easement Area for the benefit of the property legally described as (the "Benefited Property"):

The Fractional Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Seven (7) and the West 33.63 acres of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Eighteen (18); ALL in Township Seventy-six (76) North, Range Twenty-Seven (27) West of the 5th P.M., Madison County, Iowa;

AND

The East Half (1/2) of the Southeast Quarter (1/4) of Section Twelve (12), except all that part of Southeast Quarter (1/4) of the Southeast Quarter (1/4) which lies South and West of the West line of Federal Highway #169 as the same presently passes through said 40-acre tract, in Section Twelve (12); and all that part of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirteen (13) lying North and East of Federal Highway #169 as the same presently passes through said 40-acre tract, excepting therefrom a tract of land described as commencing at the Southeast Corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Thirteen (13), thence North 376.2 feet, thence North 50°36' West 906.0 feet, thence Northerly 156.6 feet along the arc of a 1637.1 foot radius curve concave easterly with a central angle of 5°29' to the point of beginning, thence northerly

877.8 feet along the arc of a 1637.1 foot radius curve concave easterly with a central angle of 30°45.5' and whose tangent at the point of beginning has a bearing of North 45°07' West, thence North 75°36.5' East 238.0 feet, thence Southerly 645.3 feet along the arc of a 1399.1 foot radius curve concave easterly with a central angle of 26°25.50' and whose tangent at the point of beginning has a bearing of South 14°23.5' East, thence South 0°21' East 147.6 feet, thence South 44°53' West 138.00 feet to the point of beginning containing 1.93 acres more or less exclusive of present established highway; ALL in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

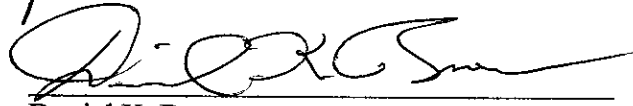
This Easement shall be subject to the following terms and conditions:

1. ERECTION OF STRUCTURES PROHIBITED. Neither party shall erect any building, structure or other improvement, except for the fence described herein, over or within the Easement Area without obtaining the prior written approval of the other party.
2. OBSTRUCTIONS PROHIBITED. Grantor shall not erect, plant, install or cause to be placed on the Easement Area any structure, tree, shrub, plantings, material, device, or thing or matter that could possibly obstruct or impede the normal flow and detention of surface water over the Easement Area without obtaining the prior written approval of the Grantee.
3. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
4. RIGHT OF ACCESS. The Grantee, its agents, contractors, employees and assigns shall have the right of access to the Easement Area for the purposes as herein described.
5. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns.
6. ENFORCEMENT. Grantee may enforce this Easement by seeking injunctive relief, specific performance, or any other remedy available at law or in equity. In the event of litigation to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its costs of litigation, including, without limitation, reasonable attorney's fees.
7. WARRANTY OF TITLE. Grantor does hereby covenant with Grantee that Grantor holds good and marketable title to the Easement Area in fee simple, free and clear of all liens and encumbrances, except for a Mortgage granted to Farm Credit Services of America; that Grantor has good and lawful authority to convey this Easement; and

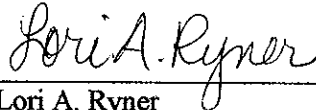
Grantor covenants to warrant and defend the Easement Area against the lawful claims of all persons whomsoever.

8. FENCE. Grantee acknowledges that Grantor will have livestock around the Easement Area. Grantee agrees to erect and maintain a fence around the Easement Area at Grantee's expense. The fence shall be constructed with 47" woven wire with one barbed wire at the top and black creosote wooden posts. Grantor agrees that Grantee may locate the fence around natural obstructions to allow for the most expedient manner of construction. Grantor grants Grantee the right of access to maintain and repair the fence, but no easement or access rights are granted to any present or future lot owner or homeowner within the Benefited Property, except as expressly provided herein. If Grantee creates an Association for the Benefited Property that assumes the responsibility to maintain and repair the fence, then the access rights granted to the Association herein shall be for that purpose only.

Signed this 16 day of February, 2005.



Daniel K. Ryner



Lori A. Ryner

STATE OF IOWA)
) ss:
COUNTY OF MADISON)

This instrument was acknowledged before me on Feb. 16, 2005, by Daniel K. Ryner and Lori A. Ryner, husband and wife.


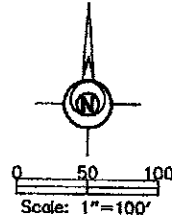
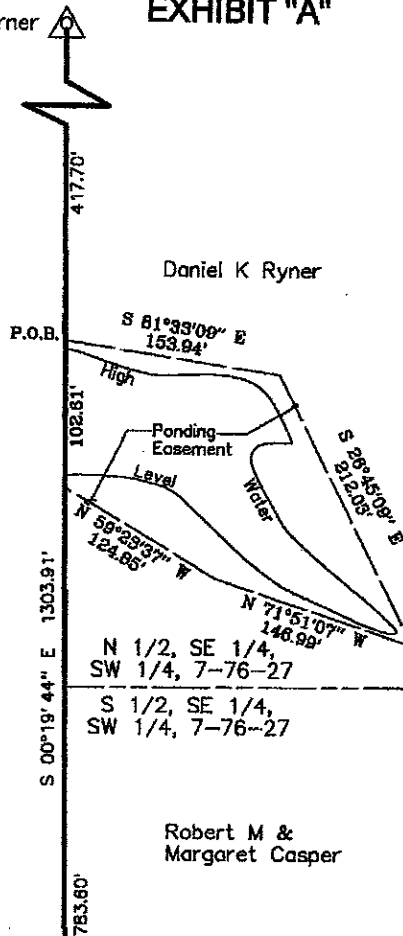

_____, Notary Public

EXHIBIT "A"

SW 1/16 Corner
7-76-27



Brill Development, LLC



Daniel K Ryner

HIGH WATER LEVEL = 956 +/-
(PROJECT DATUM, 1015 +/- NGVD)

Robert M &
Margaret Casper

Legal Description:

AN EASEMENT FOR PONDING LOCATED IN THE N 1/2 OF THE SE 1/4, SW 1/4 SECTION 7, TOWNSHIP 76 NORTH, RANGE 27 WEST OF THE 5TH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW 1/6 CORNER OF SAID SEC. 7-76-27 THENCE S 00°19'44" E ALONG THE 1/4, 1/4 SECTION LINE 417.70' TO THE POINT OF BEGINNING (P.O.B.); THENCE S 81°33'09" E, 153.94'; THENCE S 26°45'09" E, 212.03'; THENCE N 71°51'07" W, 146.99'; THENCE N 59°23'37" W, 124.85'; THENCE N 00°19'44" W ALONG THE 1/4, 1/4 SECTION LINE, 102.61' TO THE P.O.B. AND CONTAINING 27,962 SQ. FT. (0.642 ACRES), MORE OR LESS.

PROJECT BENCHMARK:
IDOT DISC IN SW CORNER OF BRIDGE
RAIL OF NORTH RIVER BRIDGE ON
HIGHWAY 169 ELEV. = 855.57 PROJECT DATUM
(ADD 58.80 TO CONVERT TO NGVD).

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

MARK A. MCMURPHY, IOWA LIC. NO 14674 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31,2004.

ADDITIONAL PAGES CERTIFIED (NONE UNLESS INDICATED HERE)

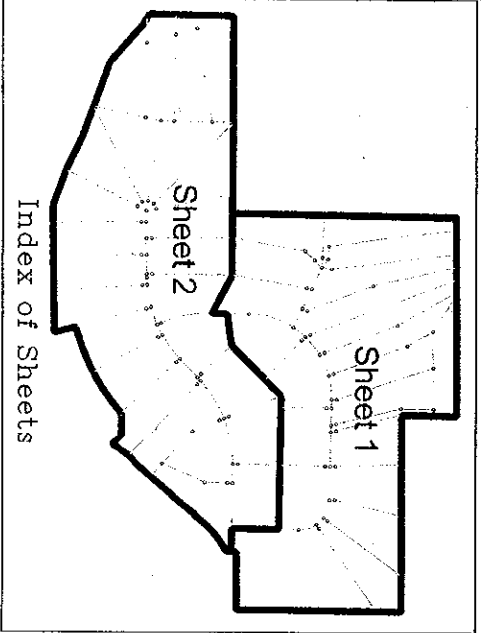
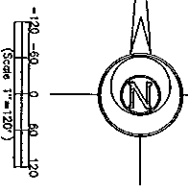
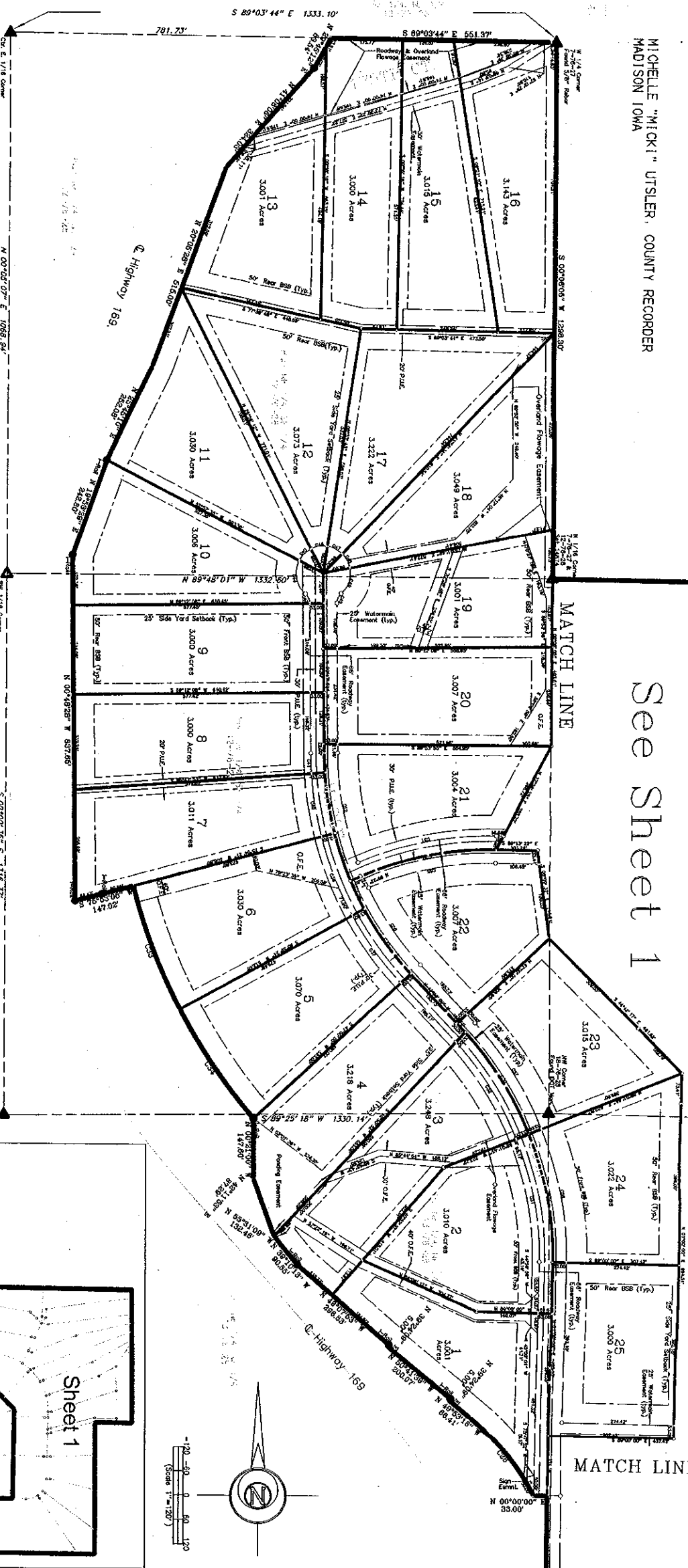
SYMBOLS LEGEND:

- R RECORDED DISTANCE
- M MEASURED DISTANCE
- CORNER MONUMENT FOUND*
- SET 1/2" DIA. x 30" REBAR WITH 14874 CAP*

* ALL CAPS ARE YELLOW PLASTIC UNLESS OTHERWISE INDICATED.

MICHELLE "MIKI" UTSLER, COUNTY RECORDER
 MADISON IOWA

See Sheet 1



FOR DEDICATION,
 RESOLUTION &
 CERTIFICATES SEE
 RECORD 2005-806

ABACI CONSULTING, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 101 N. CIRCLE DR., GRIMES, IOWA 50111, PH. (515)986-5048

STANDARD SYMBOLS LEGEND:

| | | |
|---|------------------|-------------------|
| + | TOY ROAD | ROAD 90% PAV. ST. |
| • | WOOD SIGN | ROAD 80% PAV. ST. |
| △ | CONCRETE SIGN | ROAD 70% PAV. ST. |
| ◻ | SECTION CORNER | ROAD 60% PAV. ST. |
| ◻ | CHAIN LINK FENCE | ROAD 50% PAV. ST. |

Curve Table

| Station | Delta | Curve | Offset | Length | Area | Center | Chord |
|---------|-------|-------|--------|--------|----------|---------|---------|
| 1 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 2 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 3 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 4 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 5 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 6 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 7 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 8 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 9 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 10 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 11 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 12 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 13 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 14 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 15 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 16 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 17 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 18 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 19 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 20 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 21 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 22 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 23 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 24 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |
| 25 | 20 | 2000 | 0.15 | 100.00 | 15708.00 | 1570.80 | 1570.80 |

REVISIONS:
 1-24-05: Side 'v' added
 2-18-05: MISC.

Final Plat
 of
 Covered Bridge Estates
 11" = 120'
 05. & 16
 2400511

COVERED BRIDGE ESTATES

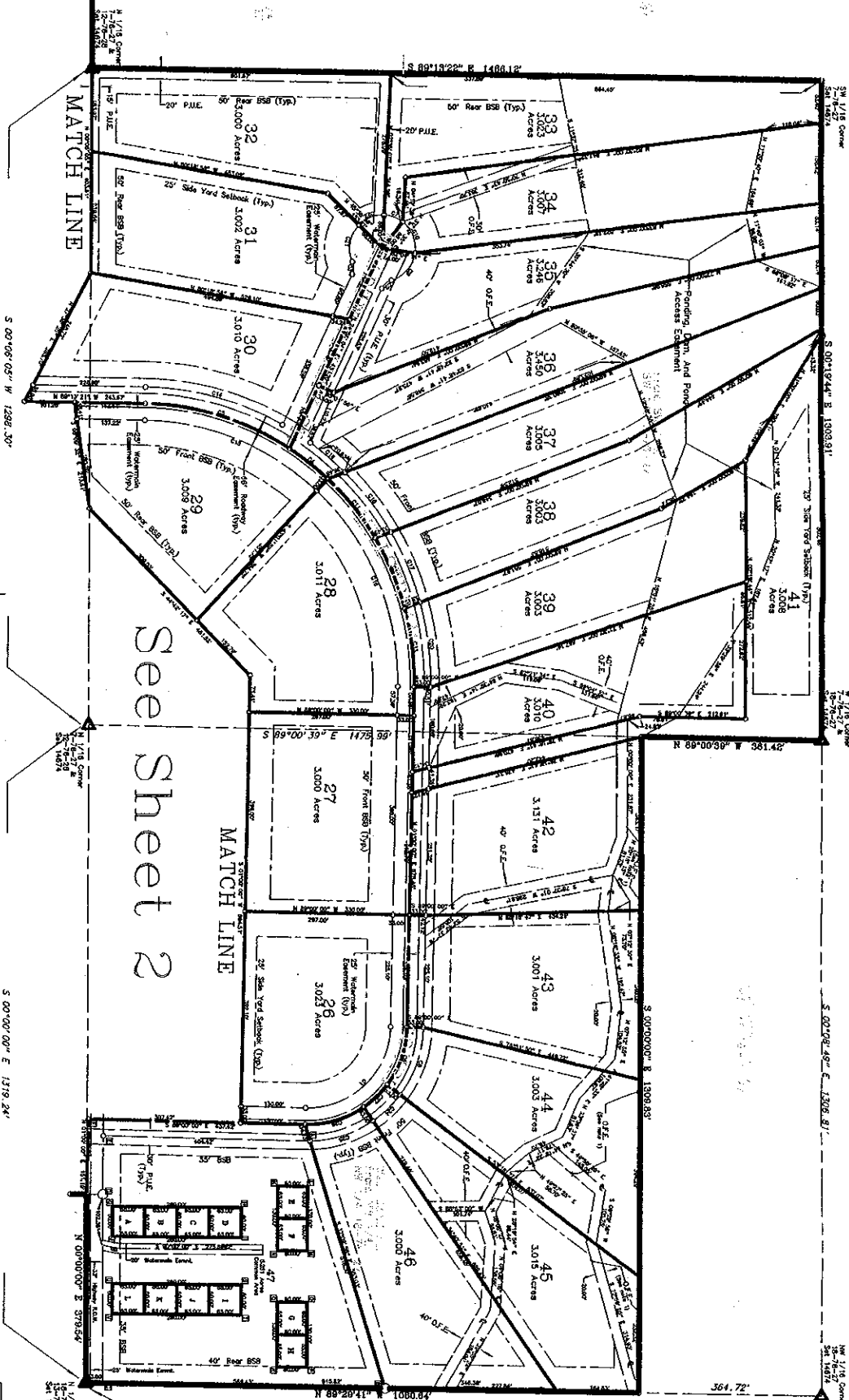


Table of Coordinates

| Point | Northing | Easting |
|-------|----------|---------|
| A | 6349.62 | 4344.00 |
| B | 6349.62 | 4344.00 |
| C | 6349.62 | 4344.00 |
| D | 6349.62 | 4344.00 |
| E | 6349.62 | 4344.00 |
| F | 6349.62 | 4344.00 |
| G | 6349.62 | 4344.00 |
| H | 6349.62 | 4344.00 |
| I | 6349.62 | 4344.00 |
| J | 6349.62 | 4344.00 |
| K | 6349.62 | 4344.00 |
| L | 6349.62 | 4344.00 |
| M | 6349.62 | 4344.00 |
| N | 6349.62 | 4344.00 |
| O | 6349.62 | 4344.00 |
| P | 6349.62 | 4344.00 |
| Q | 6349.62 | 4344.00 |
| R | 6349.62 | 4344.00 |
| S | 6349.62 | 4344.00 |
| T | 6349.62 | 4344.00 |
| U | 6349.62 | 4344.00 |
| V | 6349.62 | 4344.00 |
| W | 6349.62 | 4344.00 |
| X | 6349.62 | 4344.00 |
| Y | 6349.62 | 4344.00 |
| Z | 6349.62 | 4344.00 |

Owner/Developer:
 Attn: Don Brill
 Brill Development, LLC
 3044 104th St.
 Urbandale, IA 50322
 Ph. (515) 270-8444
 Fax (515) 270-9111

Surveyor:
 Mark A. McMurphy, PE&PLS
 Abaci Consulting, Inc.
 101 N. Circle Dr.
 Grimes, IA 50111
 Ph. (515) 986-5048
 Fax (515) 986-0588

MARK A. McMURPHY
 IOWA SURVEYOR
 LICENSE NO. 14674

RECEIVED
 MARK A. McMURPHY, SURV. LIC. #14674
 IOWA SURVEYOR
 DATE: 11/22/2006
 PROJECT: COVERED BRIDGE ESTATES
 ADDITIONAL PAGES CERTIFIED (NONE UNLESS INDICATED)
 HERSHFIELD & ASSOCIATES, INC.
 1111 14th St., Des Moines, IA 50319
 Phone: (515) 281-1111
 Fax: (515) 281-1112

Notes:
 1) Where indicated the O.F.E. extends to the
 2) All of Lot 47 is common area and is
 subject to easement for water, sewer,
 maintenance, private roads and driveways,
 parking lots, septic system, community
 center and other common uses for
 benefit of Lots A, B, C, D, E, F, G, H,
 J, K and L.

Curve Table

| Station | PC | PT | Curve Length | Radius | Delta | Chord | Offset |
|---------|---------|---------|--------------|--------|-------|-------|--------|
| 1 | 1+00.00 | 1+10.00 | 10.00 | 100.00 | 18.01 | 10.00 | 0.00 |
| 2 | 1+10.00 | 1+20.00 | 10.00 | 100.00 | 18.01 | 10.00 | 0.00 |
| 3 | 1+20.00 | 1+30.00 | 10.00 | 100.00 | 18.01 | 10.00 | 0.00 |
| 4 | 1+30.00 | 1+40.00 | 10.00 | 100.00 | 18.01 | 10.00 | 0.00 |
| 5 | 1+40.00 | 1+50.00 | 10.00 | 100.00 | 18.01 | 10.00 | 0.00 |
| 6 | 1+50.00 | 1+60.00 | 10.00 | 100.00 | 18.01 | 10.00 | 0.00 |
| 7 | 1+60.00 | 1+70.00 | 10.00 | 100.00 | 18.01 | 10.00 | 0.00 |
| 8 | 1+70.00 | 1+80.00 | 10.00 | 100.00 | 18.01 | 10.00 | 0.00 |
| 9 | 1+80.00 | 1+90.00 | 10.00 | 100.00 | 18.01 | 10.00 | 0.00 |
| 10 | 1+90.00 | 2+00.00 | 10.00 | 100.00 | 18.01 | 10.00 | 0.00 |

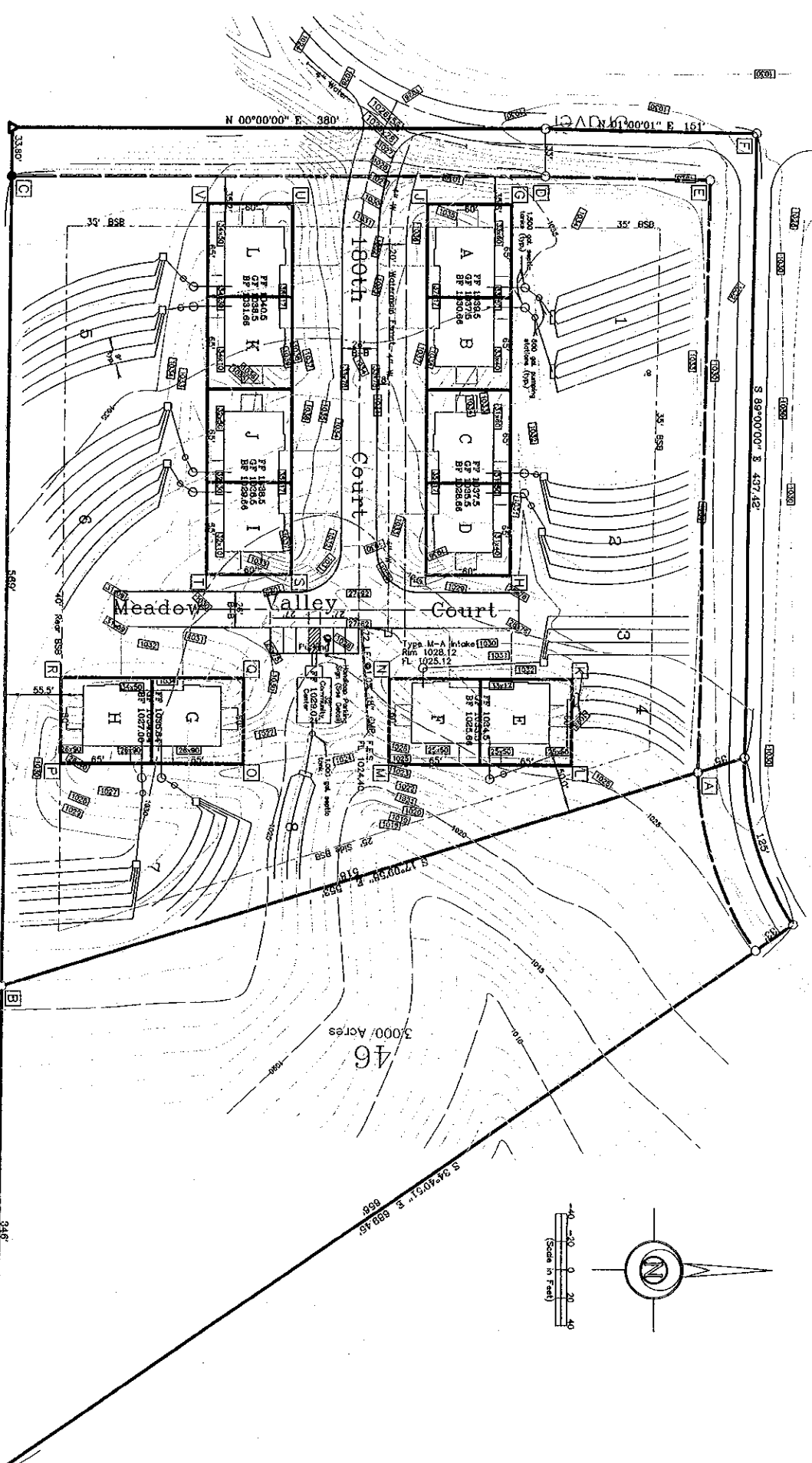
ABACI CONSULTING, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 101 N. CIRCLE DR., GRIMES, IOWA 50111, PH. (515) 986-5048

STANDARD SYMBOLS LEGEND:
 --- WATER MAIN
 --- GAS MAIN
 --- SEWER MAIN
 --- ELECTRIC MAIN
 --- TELEPHONE MAIN
 --- FENCE LINE
 --- CHAIN LINK FENCE

NOTE:
 All corner monuments will be set within one
 year of the date of recording of this plat.

REVISIONS:
 1-24-06: Side Yards
 2-16-06: Misc.

Final Plat
 of
 Covered Bridge Estates
 T12W, R120E, S21N, D.S. & J.G. Plat No. 222-23
 December 22, 2006
 1400511
 Sheet 1 of 2



Legal Description:
 Lot 47, AND LOTS A, B, C, D, E, F, G, H, I, J, K AND L OF COVERED BRIDGE ESTATES, OFFICIAL PLAT, MADISON COUNTY, IOWA, SAID PARCEL CONTAINS 3.225 ACRES MORE OR LESS

Paving Notes:
 P1) At street pavement shall be 6" thick PCC w/ integral 6" PCC curbing (or approved equal).
 P2) Maintain accessible slope along route from accessible parking space to the greater than a 2% slope across the handicapped parking space and the adjacent access aisle.

Zoning Notes:

Z1) This site is being developed under a special exception from the Madison County Board of Adjustment.
 Z2) Proposed Bulk regulators are:
 Front Building Setback 35 ft.
 Side Building Setback 25 ft.
 Street Setback 25 ft.
 *These setbacks are relative to the outer boundary of Lot 47. All of the area within lots A through L is buildable except where across the aforementioned setbacks.

Septic System Notes:

- S1) Each townhouse unit will have a maximum of 4 bedrooms and garbage disposal.
- S2) Each townhome shall have its own 1,500 gallon septic tank.
- S3) Each townhome (except unit F) will require a pumping station. Each pumping station shall deliver a gross volume of 50 gallons at a rate of 25 gallons per minute.
- S4) Unit F will require a grinder pump inside the unit to service the lower level.
- S5) The loading rate is 0.50 gallons per day per square foot (sqpsft).
- S6) The load is 600 gallons per day (gpd) per townhome.
- S7) Each townhome requires 400 LF of 3 ft. wide trench: (600 gpd / 0.50 gpd/sf * 1 ft/3 sf)
- S8) Each pumping station must have a 600 gallon minimum capacity.
- S9) Each pump station must have a failure alarm.
- S10) All septic system work shall be performed by a qualified septic system installer. All work shall be in accordance with Chapter 65.
- S11) Space the laterals at 9 ft. on center (typical).
- S12) Install an effluent filter in each tank.
- S13) All of the common area shall be subject to an easement for the septic systems.
- S14) Keep heavy equipment off of lateral field areas. Any fill or excavation in a lateral field area will require a one year wait and a new soils test before that system can be constructed.
- S15) Install laterals to fit contours.

Table of Coordinates

| Point | Northing | Easting | Northing | Easting |
|-------|----------|---------|----------|---------|
| A | 6849.02 | 4348.45 | 6758.59 | 4344.00 |
| B | 6353.56 | 4501.50 | 6628.59 | 4344.00 |
| C | 6358.56 | 3932.09 | 6628.59 | 4284.00 |
| D | 6738.41 | 3931.29 | 6624.94 | 4344.00 |
| E | 6836.01 | 3933.24 | 6394.94 | 4344.00 |
| F | 6889.58 | 3900.93 | 6394.94 | 4284.00 |
| G | 6714.55 | 3951.00 | 6394.94 | 4284.00 |
| H | 6714.55 | 4211.00 | 6558.55 | 4211.00 |
| I | 6654.55 | 3951.00 | 6498.55 | 4211.00 |
| J | 6758.59 | 4284.00 | 6558.55 | 3951.00 |
| K | 6758.59 | 4284.00 | 6498.55 | 3951.00 |

Lateral Field Schedule

| Field | No. of Runs | Length of Each Run | Total Length of 3' Trench |
|-------|-------------|--------------------|---------------------------|
| 1 | 8 | 100 ft | 800 ft |
| 2 | 8 | 100 ft | 800 ft |
| 3 | 4 | 100 ft | 400 ft |
| 4 | 5 | 80 ft | 400 ft |
| 5 | 8 | 100 ft | 800 ft |
| 6 | 8 | 100 ft | 800 ft |
| 7 | 10 | 80 ft | 800 ft |
| 8 | 3 | 67 ft | 201 ft |



Owner/Developer:
 Attn: Don Brill
 Brill Development, LLC
 3044 104th St.
 Urbandale, IA 50322
 Ph. (515) 270-8444
 Fax (515) 270-9111

Engineer/Surveyor:
 Mark A. McMurry, PE&PS
 Abaci Consulting, Inc.
 101 N. Circle Dr.
 Grimes, IA 50111
 Ph. (515) 986-5048
 Fax (515) 986-0588

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.
 MARK A. MCMURRY, IOWA LIC. NO. 14674
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2006.
 APPROVAL PAGES COVERED BY THIS SEAL (NONE UNLESS INDICATED HERE)

REVISIONS:
 1-1-05
 1-1-05
 2-10-05

ABACI CONSULTING, INC.
 CIVIL ENGINEERING - LAND SURVEYING
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Townhome Site Plan
 for
Lot 47, Covered Bridge Estates