

FOR PLAT  
SEE 2005-2772

PLAT AND CERTIFICATE  
FOR GUYE WOODS OVERLOOK SUBDIVISION,  
MADISON COUNTY, IOWA

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

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 Guye Woods Overlook Subdivision, and that the real estate comprising said plat is described as follows:

SEE ATTACHED

I do further certify that attached hereto are true and correct copies of the following documents which have been submitted in connection with said plat:

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

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

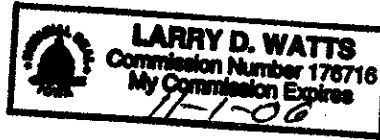


C. J. Nicholl, Zoning Administrator of Madison  
County, Iowa

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 21<sup>st</sup> day of June, 2005 by C.J. Nicholl.

*Larry D. Watts*  
Notary Public in and for said State of Iowa



DESCRIPTION

That part of Parcel A recorded in Land Plat Book 2, Pages 788 and 789, and Parcel F recorded in Land Plat Book 3, Pages 97 and 98, Madison County, Iowa, Recorder's Office, located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 3 and the Southeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 4, Township 76 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Beginning at the southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4;  
 thence on an assumed bearing of North 89 degrees 50 minutes 40 seconds West along the southerly line of said Parcel A and the southerly line of the Southeast Quarter of the Northeast Quarter of said Section 4 a distance of 1318.85 feet to the southwest corner of said Southeast Quarter of the Northeast Quarter;  
 thence North 89 degrees 50 minutes 24 seconds West along the southerly line of said Parcel A 165.35 feet to the southwest corner of said Parcel A;  
 thence North 00 degrees 13 minutes 56 seconds East along the westerly line of said Parcel A 1317.20 feet to the northwest corner of said Parcel A;  
 thence South 89 degrees 56 minutes 14 seconds East along the northerly line of said Parcel A 165.36 feet to the northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 4;  
 thence South 89 degrees 54 minutes 40 seconds East along the northerly line of said Parcel A and the northerly line of said Southeast Quarter of the Northeast Quarter 1013.36 feet to the northeast corner of said Parcel A;  
 thence South 01 degrees 11 minutes 44 seconds East along the easterly line of said Parcel A 271.21 feet to a point located on the northerly line of said Parcel A;  
 thence South 88 degrees 43 minutes 31 seconds East along the northerly line of said Parcel A 296.97 feet to the westerly line of the Southwest Quarter of the Northwest Quarter of said Section 3;  
 thence South 88 degrees 41 minutes 47 seconds East along the northerly line of said Parcel A 134.74 feet to the northwest corner of said Parcel F;  
 thence South 88 degrees 41 minutes 56 seconds East along the northerly line of said Parcel A and said Parcel F 412.62 feet to the northeast corner of said Parcel F;  
 thence South 00 degrees 00 minutes 14 seconds West along the easterly line of said Parcel F 980.79 feet;  
 thence South 50 degrees 52 minutes 44 seconds East along the easterly line of said Parcel F 79.30 feet to the northerly line of the Northwest Quarter of the Southwest Quarter of said Section 3 and the northerly line of a Madison County Highway;  
 thence South 83 degrees 38 minutes 14 seconds East along the southerly line of said Parcel F 96.05 feet to the centerline of a Madison County Highway;  
 thence southwesterly 234.34 feet along said centerline and the southeasterly line of said Parcel A and said Parcel F and a curve concave southeasterly and not tangent with the last described line, said curve has a radius of 178.85 feet, a central angle of 75 degrees 04 minutes 21 seconds, and a chord 217.93 feet in length bearing South 52 degrees 42 minutes 30 seconds West;  
 thence North 06 degrees 34 minutes 43 seconds East along the westerly line of said Parcel A and said Parcel F 89.88 feet to the northerly line of a Madison County Highway;  
 thence North 06 degrees 24 minutes 11 seconds East along said westerly line 53.97 feet to the northerly line of the Northwest Quarter of the Southwest Quarter of said Section 3 and the southerly line of said Parcel A and said Parcel F;  
 thence North 89 degrees 51 minutes 52 seconds West along the southerly line of the Southwest Quarter of the Northwest Quarter of said Section 3 and the southerly line of said Parcel A and said Parcel F 412.55 feet to the southwest corner of said Parcel F;  
 thence North 89 degrees 51 minutes 52 seconds West along the southerly line of the Southwest Quarter of the Northwest Quarter of said Section 3 and the southerly line of said Parcel A 136.95 feet to the southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4 and the point of beginning.

Said tract contains 56.21 acres and is subject to a Madison County Highway Easement over the southerly 0.11 acres thereof.

**DEDICATION OF PLAT  
OF  
GUYE WOODS OVERLOOK SUBDIVISION**

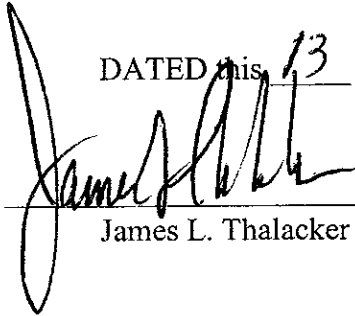
KNOW ALL MEN BY THESE PRESENTS:

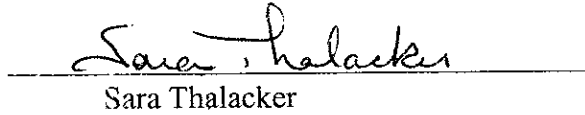
That James L. Thalacker and Sara Thalacker, do hereby certify that they are the sole owners and proprietors of the following-described real state:

See Attached

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

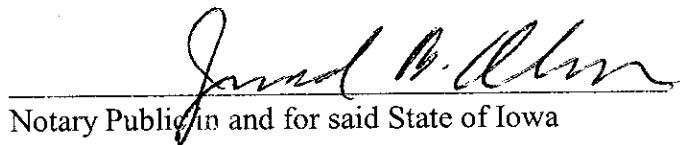
DATED this 13 day of June, 2005.

  
James L. Thalacker

  
Sara Thalacker

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 13 day of June, 2005 by James L. Thalacker and Sara Thalacker.

  
Notary Public in and for said State of Iowa

DESCRIPTION

That part of Parcel A recorded in Land Plat Book 2, Pages 788 and 789, and Parcel F recorded in Land Plat Book 3, Pages 97 and 98, Madison County, Iowa, Recorder's Office, located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 3 and the Southeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 4, Township 76 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Beginning at the southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4;  
 thence on an assumed bearing of North 89 degrees 50 minutes 40 seconds West along the southerly line of said Parcel A and the southerly line of the Southeast Quarter of the Northeast Quarter of said Section 4 a distance of 1318.85 feet to the southwest corner of said Southeast Quarter of the Northeast Quarter;  
 thence North 89 degrees 50 minutes 24 seconds West along the southerly line of said Parcel A 165.35 feet to the southwest corner of said Parcel A;  
 thence North 00 degrees 13 minutes 56 seconds East along the westerly line of said Parcel A 1317.20 feet to the northwest corner of said Parcel A;  
 thence South 89 degrees 56 minutes 14 seconds East along the northerly line of said Parcel A 165.36 feet to the northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 4;  
 thence South 89 degrees 54 minutes 40 seconds East along the northerly line of said Parcel A and the northerly line of said Southeast Quarter of the Northeast Quarter 1013.36 feet to the northeast corner of said Parcel A;  
 thence South 01 degrees 11 minutes 44 seconds East along the easterly line of said Parcel A 271.21 feet to a point located on the northerly line of said Parcel A;  
 thence South 88 degrees 43 minutes 31 seconds East along the northerly line of said Parcel A 296.97 feet to the westerly line of the Southwest Quarter of the Northwest Quarter of said Section 3;  
 thence South 88 degrees 41 minutes 47 seconds East along the northerly line of said Parcel A 134.74 feet to the northwest corner of said Parcel F;  
 thence South 88 degrees 41 minutes 56 seconds East along the northerly line of said Parcel A and said Parcel F 412.62 feet to the northeast corner of said Parcel F;  
 thence South 00 degrees 00 minutes 14 seconds West along the easterly line of said Parcel F 980.79 feet;  
 thence South 50 degrees 52 minutes 44 seconds East along the easterly line of said Parcel F 79.30 feet to the northerly line of the Northwest Quarter of the Southwest Quarter of said Section 3 and the northerly line of a Madison County Highway;  
 thence South 83 degrees 38 minutes 14 seconds East along the southerly line of said Parcel F 96.05 feet to the centerline of a Madison County Highway;  
 thence southwesterly 234.34 feet along said centerline and the southeasterly line of said Parcel A and said Parcel F and a curve concave southeasterly and not tangent with the last described line, said curve has a radius of 178.85 feet, a central angle of 75 degrees 04 minutes 21 seconds, and a chord 217.93 feet in length bearing South 52 degrees 42 minutes 30 seconds West;  
 thence North 06 degrees 34 minutes 43 seconds East along the westerly line of said Parcel A and said Parcel F 89.88 feet to the northerly line of a Madison County Highway;  
 thence North 06 degrees 24 minutes 11 seconds East along said westerly line 53.97 feet to the northerly line of the Northwest Quarter of the Southwest Quarter of said Section 3 and the southerly line of said Parcel A and Said Parcel F;  
 thence North 89 degrees 51 minutes 52 seconds West along the southerly line of the Southwest Quarter of the Northwest Quarter of said Section 3 and the southerly line of said Parcel A and said Parcel F 412.55 feet to the southwest corner of said Parcel F;  
 thence North 89 degrees 51 minutes 52 seconds West along the southerly line of the Southwest Quarter of the Northwest Quarter of said Section 3 and the southerly line of said Parcel A 136.95 feet to the southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4 and the point of beginning.

Said tract contains 56.21 acres and is subject to a Madison County Highway Easement over the southerly 0.11 acres thereof.

**ATTORNEY'S OPINION FOR FINAL PLAT,  
GUYE WOODS OVERLOOK SUBDIVISION**

I, Jerrold B. Oliver, an attorney at law licensed to practice under the laws of the State of Iowa, have examined the abstract of title in one (1) part, last certified to June 7, 2005, at 8:00 a.m., by Security Abstract & Title Co., Inc., purporting to show the chain of title to the following described real estate, which is the real property contained in Final Plat, Guye Woods Overlook Subdivision, Madison County, Iowa:

SEE ATTACHED

In my opinion, merchantable title to the above described property is in the names of James L. Thalacker and Sara J. Thalacker, Husband and Wife, as Joint Tenants with Full Rights of Survivorship and Not as Tenants in Common, free and clear of all liens and encumbrances, except a mortgage from James L. Thalacker, Husband and Sara J. Thalacker, Wife, Joint Tenants with Right of Survivorship to ABN AMRO Group, Inc. in the principal amount of \$258,400.00, dated February 27, 2002, and filed March 5, 2002, in Book 2002, Page 1073 of the Recorder's Office of Madison County, Iowa. This mortgage has been assigned by ABN AMRO Mortgage Group, Inc. to Mortgage Electronic Registrations Systems, Inc. by Assignment dated October 29, 2002, and filed January 20, 2003, in Book 2003, Page 521 of the Recorder's Office of Madison, Iowa.

We call to your attention the following matters which appear in the abstract:

- a. Entry No. 46 shows a Warranty Deed to James L. Thalacker and Sara A. Thalacker, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, dated May

29, 1997, and filed June 2, 1997, Deed Record 137, Page 589 of the Recorder's Office of Madison County, Iowa, conveying Parcel "A", as shown in the Plat of Survey recorded in Survey Record 2, Pages 788 and 789 of the Recorder's Office of Madison County, Iowa. In this deed the grantors, Marvin D. Cox and Mary A. Cox, husband and wife, reserve an easement for the purpose of erecting, installing, maintaining, and rebuilding surface water control practices.

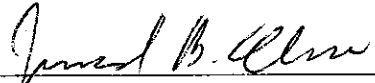
b. Entry No. 51 shows a Warranty Deed from James L. Thalacker and Sara A. Thalacker, husband and wife to Hans C. Cooper and Sherry L. Cooper, as Joint Tenants with full rights of Survivorship, and not as tenants in common, dated June 29, 1997, and filed June 30, 1997, in Deed Record 137, Page 658 of the Recorder's Office of Madison County, Iowa. This deed conveys Parcel "E" which is a portion of said Parcel "A". In this deed the grantors reserve an easement for erecting, installing, maintaining, and rebuilding surface water control practices, make agreements concerning construction and maintenance of fences. This deed also provides that no construction shall be made by grantor within 50 feet of the West boundary line of the real estate being conveyed by the grantors to grantees, that no construction shall be made by grantees within 100 feet of the West boundary line of the real estate being conveyed by the grantors to grantees, and that no mobile home shall be placed on the real estate. These provisions are considered to be covenants running with the land and to binding upon the parties their heirs, successors, and assigns.

c. Entry No. 61 shows a Water Usage and Line Easement to James L. Thalacker and Sara J. Thalacker, dated April 14, 2000, and filed April 21, 2000, in Deed Record 142, Page 490 of the Recorder's Office of Madison County, Iowa, granting an perpetual easement for the

purpose of installing, using, maintaining, repairing, replacing and reconstructing a water well and underground water line and other necessary equipment appurtenant.

Respectfully submitted,

JORDAN, OLIVER & WALTERS, P.C.

By 

Jerrold B. Oliver

Farmers & Merchants Bank Bldg.

P.O. Box 230

Winterset, Iowa 50273

Telephone: (515) 462-3731

ATTORNEYS FOR JAMES L. THALACKER AND  
SARA J. THALACKER



DESCRIPTION

That part of Parcel A recorded in Land Plat Book 2, Pages 788 and 789, and Parcel F recorded in Land Plat Book 3, Pages 97 and 98, Madison County, Iowa, Recorder's Office, located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 3 and the Southeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 4, Township 76 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Beginning at the southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4;  
 thence on an assumed bearing of North 89 degrees 50 minutes 40 seconds West along the southerly line of said Parcel A and the southerly line of the Southeast Quarter of the Northeast Quarter of said Section 4 a distance of 1318.85 feet to the southwest corner of said Southeast Quarter of the Northeast Quarter;  
 thence North 89 degrees 50 minutes 24 seconds West along the southerly line of said Parcel A 165.35 feet to the southwest corner of said Parcel A;  
 thence North 00 degrees 13 minutes 56 seconds East along the westerly line of said Parcel A 1317.20 feet to the northwest corner of said Parcel A;  
 thence South 89 degrees 56 minutes 14 seconds East along the northerly line of said Parcel A 165.36 feet to the northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 4;  
 thence South 89 degrees 54 minutes 40 seconds East along the northerly line of said Parcel A and the northerly line of said Southeast Quarter of the Northeast Quarter 1013.36 feet to the northeast corner of said Parcel A;  
 thence South 01 degrees 11 minutes 44 seconds East along the easterly line of said Parcel A 271.21 feet to a point located on the northerly line of said Parcel A;  
 thence South 88 degrees 43 minutes 31 seconds East along the northerly line of said Parcel A 296.97 feet to the westerly line of the Southwest Quarter of the Northwest Quarter of said Section 3;  
 thence South 88 degrees 41 minutes 47 seconds East along the northerly line of said Parcel A 134.74 feet to the northwest corner of said Parcel F;  
 thence South 88 degrees 41 minutes 56 seconds East along the northerly line of said Parcel A and said Parcel F 412.62 feet to the northeast corner of said Parcel F;  
 thence South 00 degrees 00 minutes 14 seconds West along the easterly line of said Parcel F 980.79 feet;  
 thence South 50 degrees 52 minutes 44 seconds East along the easterly line of said Parcel F 79.30 feet to the northerly line of the Northwest Quarter of the Southwest Quarter of said Section 3 and the northerly line of a Madison County Highway;  
 thence South 83 degrees 38 minutes 14 seconds East along the southerly line of said Parcel F 96.05 feet to the centerline of a Madison County Highway;  
 thence southwesterly 234.34 feet along said centerline and the southeasterly line of said Parcel A and said Parcel F and a curve concave southeasterly and not tangent with the last described line, said curve has a radius of 178.85 feet, a central angle of 75 degrees 04 minutes 21 seconds, and a chord 217.93 feet in length bearing South 52 degrees 42 minutes 30 seconds West;  
 thence North 06 degrees 34 minutes 43 seconds East along the westerly line of said Parcel A and said Parcel F 89.88 feet to the northerly line of a Madison County Highway;  
 thence North 06 degrees 24 minutes 11 seconds East along said westerly line 53.97 feet to the northerly line of the Northwest Quarter of the Southwest Quarter of said Section 3 and the southerly line of said Parcel A and said Parcel F;  
 thence North 89 degrees 51 minutes 52 seconds West along the southerly line of the Southwest Quarter of the Northwest Quarter of said Section 3 and the southerly line of said Parcel A and said Parcel F 412.55 feet to the southwest corner of said Parcel F;  
 thence North 89 degrees 51 minutes 52 seconds West along the southerly line of the Southwest Quarter of the Northwest Quarter of said Section 3 and the southerly line of said Parcel A 136.95 feet to the southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4 and the point of beginning.

Said tract contains 56.21 acres and is subject to a Madison County Highway Easement over the southerly 0.11 acres thereof.



**UNION STATE BANK**  
*Your Hometown Financial Advantage*

201 W. Court Ave., P.O. Box 110  
Winterset, Iowa 50273  
515-462-2161 • 888-322-3690  
515-462-2468 Fax  
USB<sup>IOWA</sup>.COM  
Member FDIC

June 10, 2005

Madison County Zoning Commissioner  
Jeff Nicholl  
Madison County Courthouse  
Winterset, IA. 50273

Dear Jeff:

In lieu of the mortgage holder denial to consent to plat, Union State Bank will finance the balance and agrees to give consent to plat. The applicable borrower, property address and mortgage holder are referenced below:

Borrower: James and Sara Thalacker  
Property Address: 1659 McBride Road  
Van Meter, IA 50261  
Mortgage Holder: Chase Manhattan

Please do not hesitate to contact me for additional information.

Sincerely,

A handwritten signature in black ink that reads 'Jeffrey J. Nolan'.

Jeffrey J. Nolan  
President and CEO

CC: James and Sara Thalacker  
1659 McBride Road  
Van Meter, IA 50261

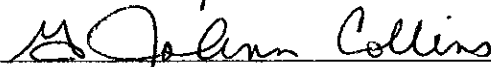
**CERTIFICATE OF THE COUNTY TREASURER  
OF MADISON COUNTY, IOWA**

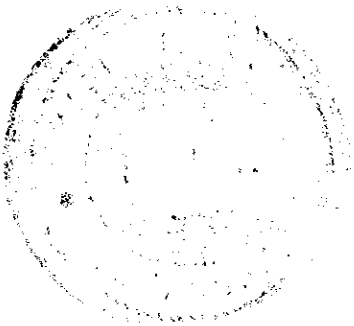
---

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

See Attached

DATED at Winterset, Iowa, this 7<sup>th</sup> day of June, 2005.

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



DESCRIPTION

That part of Parcel A recorded in Land Plat Book 2, Pages 788 and 789, and Parcel F recorded in Land Plat Book 3, Pages 97 and 98, Madison County, Iowa, Recorder's Office, located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 3 and the Southeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 4, Township 76 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Beginning at the southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4;  
thence on an assumed bearing of North 89 degrees 50 minutes 40 seconds West along the southerly line of said Parcel A and the southerly line of the Southeast Quarter of the Northeast Quarter of said Section 4 a distance of 1318.85 feet to the southwest corner of said Southeast Quarter of the Northeast Quarter;  
thence North 89 degrees 50 minutes 24 seconds West along the southerly line of said Parcel A 165.35 feet to the southwest corner of said Parcel A;  
thence North 00 degrees 13 minutes 56 seconds East along the westerly line of said Parcel A 1317.20 feet to the northwest corner of said Parcel A;  
thence South 89 degrees 56 minutes 14 seconds East along the northerly line of said Parcel A 165.36 feet to the northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 4;  
thence South 89 degrees 54 minutes 40 seconds East along the northerly line of said Parcel A and the northerly line of said Southeast Quarter of the Northeast Quarter 1013.36 feet to the northeast corner of said Parcel A;  
thence South 01 degrees 11 minutes 44 seconds East along the easterly line of said Parcel A 271.21 feet to a point located on the northerly line of said Parcel A;  
thence South 88 degrees 43 minutes 31 seconds East along the northerly line of said Parcel A 296.97 feet to the westerly line of the Southwest Quarter of the Northwest Quarter of said Section 3;  
thence South 88 degrees 41 minutes 47 seconds East along the northerly line of said Parcel A 134.74 feet to the northwest corner of said Parcel F;  
thence South 88 degrees 41 minutes 56 seconds East along the northerly line of said Parcel A and said Parcel F 412.62 feet to the northeast corner of said Parcel F;  
thence South 00 degrees 00 minutes 14 seconds West along the easterly line of said Parcel F 980.79 feet;  
thence South 50 degrees 52 minutes 44 seconds East along the easterly line of said Parcel F 79.30 feet to the northerly line of the Northwest Quarter of the Southwest Quarter of said Section 3 and the northerly line of a Madison County Highway;  
thence South 83 degrees 38 minutes 14 seconds East along the southerly line of said Parcel F 96.05 feet to the centerline of a Madison County Highway;  
thence southwesterly 234.34 feet along said centerline and the southeasterly line of said Parcel A and said Parcel F and a curve concave southeasterly and not tangent with the last described line, said curve has a radius of 178.85 feet, a central angle of 75 degrees 04 minutes 21 seconds, and a chord 217.93 feet in length bearing South 52 degrees 42 minutes 30 seconds West;  
thence North 06 degrees 34 minutes 43 seconds East along the westerly line of said Parcel A and said Parcel F 89.88 feet to the northerly line of a Madison County Highway;  
thence North 06 degrees 24 minutes 11 seconds East along said westerly line 53.97 feet to the northerly line of the Northwest Quarter of the Southwest Quarter of said Section 3 and the southerly line of said Parcel A and Said Parcel F;  
thence North 89 degrees 51 minutes 52 seconds West along the southerly line of the Southwest Quarter of the Northwest Quarter of said Section 3 and the southerly line of said Parcel A and said Parcel F 412.55 feet to the southwest corner of said Parcel F;  
thence North 89 degrees 51 minutes 52 seconds West along the southerly line of the Southwest Quarter of the Northwest Quarter of said Section 3 and the southerly line of said Parcel A 136.95 feet to the southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4 and the point of beginning.

Said tract contains 56.21 acres and is subject to a Madison County Highway Easement over the southerly 0.11 acres thereof.

**RESOLUTION APPROVING FINAL PLAT  
OF GUYE WOODS OVERLOOK SUBDIVISION  
MADISON COUNTY, IOWA**

WHEREAS, there was filed in the Office of the Zoning Administrator of Madison County, Iowa, a registered land surveyor's plat of a proposed subdivision known as Guye Woods Overlook Subdivision; and

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

See Attached

WHEREAS, there was also filed with said plat a dedication of said plat containing a statement to the effect that the subdivision as it appears on the plat is with the free consent and in accordance with the desire of the proprietors, James L. Thalacker and Sara Thalacker; and

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

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

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

1. That said plat, known as Guye Woods Overlook Subdivision prepared in connection with said plat and subdivision is hereby approved.

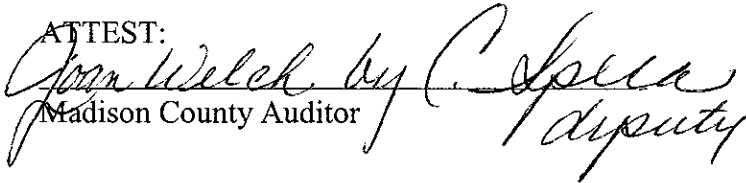
2. The Zoning Administrator of Madison County, Iowa, is hereby directed to certify this resolution which shall be affixed to said plat to the County Recorder of Madison County, Iowa, and attend to the filing and recording of the plat, papers and documents which should be filed and recorded in connection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

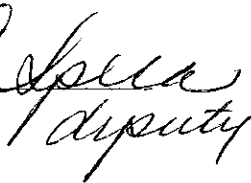
DATED at Winterset, Iowa, this 21 day of June, 2005.



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

ATTEST:

  
Madison County Auditor

  
deputy

DESCRIPTION

That part of Parcel A recorded in Land Plat Book 2, Pages 788 and 789, and Parcel F recorded in Land Plat Book 3, Pages 97 and 98, Madison County, Iowa, Recorder's Office, located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 3 and the Southeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 4, Township 76 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Beginning at the southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4;  
 thence on an assumed bearing of North 89 degrees 50 minutes 40 seconds West along the southerly line of said Parcel A and the southerly line of the Southeast Quarter of the Northeast Quarter of said Section 4 a distance of 1318.85 feet to the southwest corner of said Southeast Quarter of the Northeast Quarter;  
 thence North 89 degrees 50 minutes 24 seconds West along the southerly line of said Parcel A 165.35 feet to the southwest corner of said Parcel A;  
 thence North 00 degrees 13 minutes 56 seconds East along the westerly line of said Parcel A 1317.20 feet to the northwest corner of said Parcel A;  
 thence South 89 degrees 56 minutes 14 seconds East along the northerly line of said Parcel A 165.36 feet to the northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 4;  
 thence South 89 degrees 54 minutes 40 seconds East along the northerly line of said Parcel A and the northerly line of said Southeast Quarter of the Northeast Quarter 1013.36 feet to the northeast corner of said Parcel A;  
 thence South 01 degrees 11 minutes 44 seconds East along the easterly line of said Parcel A 271.21 feet to a point located on the northerly line of said Parcel A;  
 thence South 88 degrees 43 minutes 31 seconds East along the northerly line of said Parcel A 296.97 feet to the westerly line of the Southwest Quarter of the Northwest Quarter of said Section 3;  
 thence South 88 degrees 41 minutes 47 seconds East along the northerly line of said Parcel A 134.74 feet to the northwest corner of said Parcel F;  
 thence South 88 degrees 41 minutes 56 seconds East along the northerly line of said Parcel A and said Parcel F 412.62 feet to the northeast corner of said Parcel F;  
 thence South 00 degrees 00 minutes 14 seconds West along the easterly line of said Parcel F 980.79 feet;  
 thence South 50 degrees 52 minutes 44 seconds East along the easterly line of said Parcel F 79.30 feet to the northerly line of the Northwest Quarter of the Southwest Quarter of said Section 3 and the northerly line of a Madison County Highway;  
 thence South 83 degrees 38 minutes 14 seconds East along the southerly line of said Parcel F 96.05 feet to the centerline of a Madison County Highway;  
 thence southwesterly 234.34 feet along said centerline and the southeasterly line of said Parcel A and said Parcel F and a curve concave southeasterly and not tangent with the last described line, said curve has a radius of 178.85 feet, a central angle of 75 degrees 04 minutes 21 seconds, and a chord 217.93 feet in length bearing South 52 degrees 42 minutes 30 seconds West;  
 thence North 06 degrees 34 minutes 43 seconds East along the westerly line of said Parcel A and said Parcel F 89.88 feet to the northerly line of a Madison County Highway;  
 thence North 06 degrees 24 minutes 11 seconds East along said westerly line 53.97 feet to the northerly line of the Northwest Quarter of the Southwest Quarter of said Section 3 and the southerly line of said Parcel A and Said Parcel F;  
 thence North 89 degrees 51 minutes 52 seconds West along the southerly line of the Southwest Quarter of the Northwest Quarter of said Section 3 and the southerly line of said Parcel A and said Parcel F 412.55 feet to the southwest corner of said Parcel F;  
 thence North 89 degrees 51 minutes 52 seconds West along the southerly line of the Southwest Quarter of the Northwest Quarter of said Section 3 and the southerly line of said Parcel A 136.95 feet to the southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4 and the point of beginning.

Said tract contains 56.21 acres and is subject to a Madison County Highway Easement over the southerly 0.11 acres thereof.

**AGREEMENT**

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

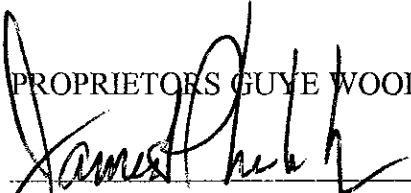
NOW THEREFORE IT IS AGREED AS FOLLOWS:

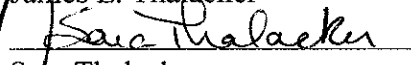
1. The proprietors of Guye Woods Overlook Subdivision, a Plat of the following described real estate:

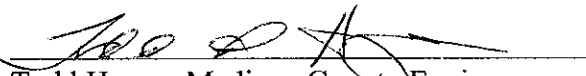
See Attached

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

PROPRIETORS GUYE WOODS OVERLOOK SUBDIVISION

  
James L. Thalacker

  
Sara Thalacker

  
Todd Hagan, Madison County Engineer



DESCRIPTION

That part of Parcel A recorded in Land Plat Book 2, Pages 788 and 789, and Parcel F recorded in Land Plat Book 3, Pages 97 and 98, Madison County, Iowa, Recorder's Office, located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 3 and the Southeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 4, Township 76 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Beginning at the southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4;  
 thence on an assumed bearing of North 89 degrees 50 minutes 40 seconds West along the southerly line of said Parcel A and the southerly line of the Southeast Quarter of the Northeast Quarter of said Section 4 a distance of 1318.85 feet to the southwest corner of said Southeast Quarter of the Northeast Quarter;  
 thence North 89 degrees 50 minutes 24 seconds West along the southerly line of said Parcel A 165.35 feet to the southwest corner of said Parcel A;  
 thence North 00 degrees 13 minutes 56 seconds East along the westerly line of said Parcel A 1317.20 feet to the northwest corner of said Parcel A;  
 thence South 89 degrees 56 minutes 14 seconds East along the northerly line of said Parcel A 165.36 feet to the northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 4;  
 thence South 89 degrees 54 minutes 40 seconds East along the northerly line of said Parcel A and the northerly line of said Southeast Quarter of the Northeast Quarter 1013.36 feet to the northeast corner of said Parcel A;  
 thence South 01 degrees 11 minutes 44 seconds East along the easterly line of said Parcel A 271.21 feet to a point located on the northerly line of said Parcel A;  
 thence South 88 degrees 43 minutes 31 seconds East along the northerly line of said Parcel A 296.97 feet to the westerly line of the Southwest Quarter of the Northwest Quarter of said Section 3;  
 thence South 88 degrees 41 minutes 47 seconds East along the northerly line of said Parcel A 134.74 feet to the northwest corner of said Parcel F;  
 thence South 88 degrees 41 minutes 56 seconds East along the northerly line of said Parcel A and said Parcel F 412.62 feet to the northeast corner of said Parcel F;  
 thence South 00 degrees 00 minutes 14 seconds West along the easterly line of said Parcel F 980.79 feet;  
 thence South 50 degrees 52 minutes 44 seconds East along the easterly line of said Parcel F 79.30 feet to the northerly line of the Northwest Quarter of the Southwest Quarter of said Section 3 and the northerly line of a Madison County Highway;  
 thence South 83 degrees 38 minutes 14 seconds East along the southerly line of said Parcel F 96.05 feet to the centerline of a Madison County Highway;  
 thence southwesterly 234.34 feet along said centerline and the southeasterly line of said Parcel A and said Parcel F and a curve concave southeasterly and not tangent with the last described line, said curve has a radius of 178.85 feet, a central angle of 75 degrees 04 minutes 21 seconds, and a chord 217.93 feet in length bearing South 52 degrees 42 minutes 30 seconds West;  
 thence North 06 degrees 34 minutes 43 seconds East along the westerly line of said Parcel A and said Parcel F 89.88 feet to the northerly line of a Madison County Highway;  
 thence North 06 degrees 24 minutes 11 seconds East along said westerly line 53.97 feet to the northerly line of the Northwest Quarter of the Southwest Quarter of said Section 3 and the southerly line of said Parcel A and said Parcel F;  
 thence North 89 degrees 51 minutes 52 seconds West along the southerly line of the Southwest Quarter of the Northwest Quarter of said Section 3 and the southerly line of said Parcel A and said Parcel F 412.55 feet to the southwest corner of said Parcel F;  
 thence North 89 degrees 51 minutes 52 seconds West along the southerly line of the Southwest Quarter of the Northwest Quarter of said Section 3 and the southerly line of said Parcel A 136.95 feet to the southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4 and the point of beginning.

Said tract contains 56.21 acres and is subject to a Madison County Highway Easement over the southerly 0.11 acres thereof.

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
GUYE WOODS OVERLOOK SUBDIVISION**

**THIS DECLARATION** is made on the date set forth below by **James L. Thalacker and Sara Thalacker**, husband and wife, hereinafter referred to as **Declarant**;

**WITNESSETH:**

**WHEREAS, Declarant** is the owner of certain real estate in Madison County, Iowa located in the  
See Attached

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

**ARTICLE I  
Definitions**

Section 1.

**“Association”** shall refer to Guye Woods Overlook Subdivision Owners’ Association, Inc., which shall be a non-profit residential real estate management association, its successors and assigns.

Section 2.

**“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, except that a vendee in possession under a recorded contract of sale of any lot shall be considered the owner rather than the contract seller being the owner. Those having an interest merely as security for the performance of an obligation shall not be considered an owner.

Section 3.

**“Properties”** shall mean and refer to that certain real property hereinbefore described and such additional real property which includes lots or plats as may hereafter become subject by covenants of record to assessment by the Association or hereinafter become Road Area.

Section 4.

“**Road Area**” shall mean and refer to the roadway, including the improvements thereon, ownership of which shall be retained by the Owners, subject to easements for the the road use and enjoyment of the owners. The Road Area shall also be all portions of paving, rock roads, sewers and utilities located in the Road

Section 5.

“**Lots**” shall mean and refer to the numbered lots as shown upon any Plats within the Property.

Section 6.

“**Association Responsibility Elements**” shall mean the following, whether located upon a “Lot” or upon the “Road Area”:

- (a) The access roads constructed by the Declarant or the Association and owned by the Association.
- (b) Conduits, ducts, plumbing, wiring, pipes and other facilities located on the above roads which are carrying any service to any “Lot”.
- (c) Street signs owned by the Association, including such signs located on property owned by Madison County, Iowa.

ARTICLE II  
**Property Rights and Maintenance**

Section 1.     **Owners’ Easements and Enjoyment.**

Every Owner shall have a right and easement and enjoyment in and to the Road Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Board of Directors of the Association to dedicate or transfer any part of the Road Area to any public agency, authority or utility for such purposes. No such dedication or transfer by the Board of Directors shall be effective unless an instrument agreeing to such dedication or transfer has been recorded.

Section 2.     **Association Responsibility Elements.**

No person, other than the owner of a Lot, and his invitees, shall have the right to enter upon, use or affect an Association Responsibility Element located adjacent to a Lot except that the Association and its designees may enter the Road Area at reasonable times for the following purposes:

- (a) Enforcement of any provision of this Declaration of the Articles of Incorporation or

the By-Laws of the Association.

(b) Mowing and maintenance of grass areas.

(c) Snow Removal; and

(d) Maintenance and repair of the road areas.

**Section 3. Maintenance.**

The Association shall be responsible for the maintenance of the Road Area and the improvements thereon, as well as the Association Responsibility Elements as herein defined.

**Section 4. Residences.**

There shall be located on each Lot sold a single-family residence of at least fifteen hundred (1500) square feet living area, not including basement or walk-out basement, and no other use shall be allowed except single-family residency. No structure shall be erected on any Lot except a single-family residential dwelling structure, a one to three car garage, and certain accessory buildings proved that accessory buildings, other than garages, may not be erected in excess of 2000 square feet of area. No construction shall start on any such dwelling until plans have been approved by the Declarant. No mobile homes or double-wide homes shall be erected or placed on any of the lots, plats or Lots included in the real estate described above. No trailer, basement, tent, shack, garage, barn or other accessory building on the Lot shall at anytime be used as a residence, temporarily or permanently; nor, shall any residence of a temporary character be permitted. The titleholder of each lot, tract or Lot shall keep his lot or lots free of weeds and debris and shall not engage in any activity which is a nuisance.

A mobile home may be used for temporary occupancy for the first six months of ownership of a lot by a lot owner with the approval of the Association or declarant may use a mobile home for occupancy on any lot for a period not to exceed six months.

**Section 5.**

Building setbacks are set forth in Plat of Guye Woods Overlook Subdivision.

**Section 6.**

All wiring shall be underground.

**Section 7.**

No lot shall be subdivided except that an owner may sell a portion of his lot to an adjacent landowner for the purpose of increasing the size of the adjacent landowners' lot and declarant shall

have the right to subdivide Lot Four (4).

**ARTICLE III**  
**Homeowners' Association, Membership and Voting Rights.**

Section 1.

Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership is mandatory and shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2.

All owners shall be entitled to one vote in the Association for each Lot. When more than one person holds an interest to any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine; but, in no event, shall more than one vote be cast with respect to any Lot. Such vote shall be one fourth (1/4) of the total votes.

Section 3. Notwithstanding any other provisions of this Declaration, the Declarant, its successors and assigns, shall be the sole voting membership of the Association until Declarant no longer owns any portion of the property, or until Declarant waives in writing this right to be the sole voting membership, whichever first occurs. While the sole voting member, the Declarant, its successors and assigns, shall have the right to elect all Directors of the Association. Declarant shall waive, in writing, its right to be the sole voting membership when all lots have been sold.

**ARTICLE IV**  
**Covenants for Maintenance Assessments.**

Section 1. **Creation of Liens and Personal Obligations of Assessments.**

The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed thereof, whether or not it shall be so expressed in such deed, is deemed to consent and agree to pay to the Association: (1) Annual assessments or charges; and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, together with interest, costs and reasonable attorney's fees, which shall be a charge upon each Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless expressly assumed by them.

Section 2. **Purpose of Assessments.**

The assessments levied by and for the Association shall be used exclusively to promote the health, safety and welfare of the residents of the property and for the improvement and maintenance of the Road Area and the Association Responsibility Elements.

**Section 3. Annual Assessment.**

- (a) For the period commencing January 1st of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be fixed by the Board of Directors of the Association.
- (b) The Board of Directors shall fix the annual assessment each year thereafter.
- (c) A Lot shall not be subject to assessment until the first day of the month following the date of possession of such Lot.
- (d) Lot 2 shall not be assessed dues for road maintenance.

**Section 4. Special Assessments for Capital Improvements.**

In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Road Area, which shall include the surfacing or maintenance of any such roads, proved that any such assessment shall have the assent of a majority of the votes of members entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4 above.**

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 shall be sent to all Members entitled to vote not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members entitled to vote or of proxies entitled to vote shall constitute a quorum. At such time as the Declarant no longer controls the Board of Directors of the Association, a quorum shall consist of a majority of the then Lotholders.

**Section 6. Uniform Rate of Assessment.**

Annual assessments, special assessments for capital improvements, and insurance assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.**

Annual assessments shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice by ordinary mail of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed Certificate of the Association as to the status of an assessment on a Lot is binding upon the Association as of the date of its issuance.

**Section 8. Insurance and Insurance Assessments.**

In addition to the annual assessments and special assessments for capital improvements, the Association may levy assessments for insurance purchased by the Association. The Association shall obtain liability and casualty insurance for the Road Area and for the Association Responsibility Elements. This provision shall not relieve any owner of any Lot from obtaining homeowners' liability insurance and casualty insurance for the property of such owner. In the event of a casualty loss upon the Road Area, the Association shall be responsible for the repair and restoration of the Road Area and the Owner shall be responsible for the repair and restoration of any building or improvements on his Lot.

**Section 9. Effect of Nonpayment of Assessments: Remedies of the Association.**

Any assessments not paid within 30 days after the due date shall bear interest from the due date at the rate of 12% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Road Area or abandonment of his Lot.

**Section 10. Utilities.**

Each Owner shall be responsible for payment of all utility services to his Lot, including but not limited to, electricity, water, gas, telephone, sewer services, and cable television services.

**Section 11. Assessments for County Related Improvements.**

Notwithstanding any other provisions of this Article, the Board of Directors may establish an assessment for the maintenance, improvements or reconstruction of street signs, street lights, fences and sidewalks, if necessary, to comply with any directive of Madison County, Iowa.

**Section 12. 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 any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become 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**  
**Architectural Control**

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

**ARTICLE VI**  
**Easements**

The Lots are burdened with easements for roads, public utilities and other purposes as shown on the Plat.

**ARTICLE VII**  
**Use Restrictions.**

**Section 1.     **Subjection of the Property to Certain Provisions.****

The ownership, use, occupation and enjoyment of each Lot and Road Area shall be subject to the provisions of the By-Laws and Articles of Incorporation of the Association, and this Declaration, all of which provisions irrespective of where set forth or classified, shall have equal status and shall be enforceable and binding as a covenant, condition, restriction or requirement running with the land and shall be binding on or enforceable against each and all Lots and the Owners thereof and their respective assigns, lessees, tenants, occupants and successors in interest.

**Section 2.     **Use of Properties.****

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

(a) A Lot shall be used or occupied for single family dwelling purposes only.

(b) A Lot may be rented or leased by the Owner or his lessee provided the entire Lot is rented, and the period of rental is at least one month unless some other period is established in the rules, regulations or By-Laws of the Association. No lease shall relieve the Owner as against the Association and other owners from any responsibility or liability.



- (c) Nothing shall be altered in, constructed in, or removed from the Road Area, except upon written consent of the Board of Directors of the Association, which may be given through regulations of the Association.
- (d) No livestock or other animals of any kind shall be raised, bred, or kept in any Lot or in any Road Area, except the Owners shall be permitted to keep cats, dogs or other usual household pets and to walk them, upon the Road Area, subject to rules and regulations adopted by the Association.
- (e) No activity shall be allowed which unduly interferes with the peaceful possession and use of the Lots by the Owner nor shall any fire hazard or unsightly accumulation of refuse be allowed. No inoperable motor vehicles shall be permitted on the lots.
- (f) Nothing shall be done or kept in any Lot or in the Road Area which will increase the rate of insurance on the Road Area or the Association Responsibility Elements, without the prior written consent of the Board of Directors of the Association. No Owner shall permit anything to be done or kept in his Lot or in the Road Area which will result in the cancellation of insurance on any Lot or any part of the Road Area or the Association Responsibility Elements, which would be in violation of any law, or which may be or become a nuisance or annoyance to the other Owners.
- (g) All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance modification or repair of property shall be the same as the responsibility for the maintenance and repair of the property concerned.
- (h) The Board of Directors of the Association shall have the authority to adopt rules and regulations governing the use of Lots, the Road Area and the Association Responsibility Elements and such rules shall be observed and obeyed by the Owners, their guests, lessees, assigns and licenses.
- (i) Agents or contractors hired by the Board of Directors of the Association may enter any Lot when necessary in connection with any installation, repair, removal, replacement or inspection of any Association responsibility element, or in connection with landscaping , or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the Owner as practicable.
- (j) An Owner shall be liable to the Association for the expense of any maintenance, repair, or replacement of the Road Area or the Association Responsibility Elements rendered necessary by his act, neglect, or carelessness, or by that of his family, guests, employee, agents, or lessee, which liability shall include any increase in insurance rates resulting therefrom.
- (k) Neither the Owners nor the Association nor the use of the Road Area shall interfere with

the completion of the contemplated improvements and the sale of the Lots by the Declarant. The Declarant may make such use of the unsold Lots and the Road Area as may facilitate such completion and sale.

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

### Section 3.

Failure of the Association or any Owner to enforce any covenant, condition or restriction, this Declaration, the Articles of Incorporation or By-Laws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

## ARTICLE VIII General Provisions

### Section 1.     **Enforcement.**

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

### Section 2.     **Severability.**

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

### Section 3.     **Amendment.**


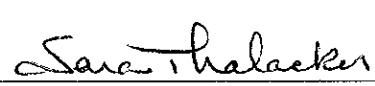
The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, but no amendment shall alter any rights of the Declarant or impose any additional obligations upon the Declarant without the consent of the Declarant. Any amendment must be recorded. During such time as the Declarant is the sole voting member of the Association, this Declaration may be amended by Declarant.

## ARTICLE IX

**By-Laws**

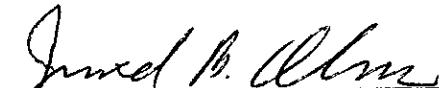
Attached hereto and incorporated herein by this reference are the By-Laws of Guye Woods Overlook Subdivision Owners' Association.

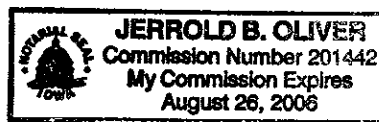
Dated this 13 day of June, 2005.

  
\_\_\_\_\_  
James L. Thalacker  
  
\_\_\_\_\_  
Sara Thalacker  
**DECLARANT**

STATE OF IOWA :  
:SS  
COUNTY OF MADISON :

On this 13 day of June, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James L. Thalacker and Sara Thalacker, to me known to me personally known, who being by me duly sworn, did say that they are the persons named in the within and foregoing instrument, and that the instrument was executed by them as their voluntary act and deed.

  
\_\_\_\_\_  
Notary Public in and for the State of Iowa



DESCRIPTION

That part of Parcel A recorded in Land Plat Book 2, Pages 788 and 789, and Parcel F recorded in Land Plat Book 3, Pages 97 and 98, Madison County, Iowa, Recorder's Office, located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 3 and the Southeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 4, Township 76 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Beginning at the southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4;  
thence on an assumed bearing of North 89 degrees 50 minutes 40 seconds West along the southerly line of said Parcel A and the southerly line of the Southeast Quarter of the Northeast Quarter of said Section 4 a distance of 1318.85 feet to the southwest corner of said Southeast Quarter of the Northeast Quarter;  
thence North 89 degrees 50 minutes 24 seconds West along the southerly line of said Parcel A 165.35 feet to the southwest corner of said Parcel A;  
thence North 00 degrees 13 minutes 56 seconds East along the westerly line of said Parcel A 1317.20 feet to the northwest corner of said Parcel A;  
thence South 89 degrees 56 minutes 14 seconds East along the northerly line of said Parcel A 165.36 feet to the northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 4;  
thence South 89 degrees 54 minutes 40 seconds East along the northerly line of said Parcel A and the northerly line of said Southeast Quarter of the Northeast Quarter 1013.36 feet to the northeast corner of said Parcel A;  
thence South 01 degrees 11 minutes 44 seconds East along the easterly line of said Parcel A 271.21 feet to a point located on the northerly line of said Parcel A;  
thence South 88 degrees 43 minutes 31 seconds East along the northerly line of said Parcel A 296.97 feet to the westerly line of the Southwest Quarter of the Northwest Quarter of said Section 3;  
thence South 88 degrees 41 minutes 47 seconds East along the northerly line of said Parcel A 134.74 feet to the northwest corner of said Parcel F;  
thence South 88 degrees 41 minutes 56 seconds East along the northerly line of said Parcel A and said Parcel F 412.62 feet to the northeast corner of said Parcel F;  
thence South 00 degrees 00 minutes 14 seconds West along the easterly line of said Parcel F 980.79 feet;  
thence South 50 degrees 52 minutes 44 seconds East along the easterly line of said Parcel F 79.30 feet to the northerly line of the Northwest Quarter of the Southwest Quarter of said Section 3 and the northerly line of a Madison County Highway;  
thence South 83 degrees 38 minutes 14 seconds East along the southerly line of said Parcel F 96.05 feet to the centerline of a Madison County Highway;  
thence southwesterly 234.34 feet along said centerline and the southeasterly line of said Parcel A and said Parcel F and a curve concave southeasterly and not tangent with the last described line, said curve has a radius of 178.85 feet, a central angle of 75 degrees 04 minutes 21 seconds, and a chord 217.93 feet in length bearing South 52 degrees 42 minutes 30 seconds West;  
thence North 06 degrees 34 minutes 43 seconds East along the westerly line of said Parcel A and said Parcel F 89.88 feet to the northerly line of a Madison County Highway;  
thence North 06 degrees 24 minutes 11 seconds East along said westerly line 53.97 feet to the northerly line of the Northwest Quarter of the Southwest Quarter of said Section 3 and the southerly line of said Parcel A and Said Parcel F;  
thence North 89 degrees 51 minutes 52 seconds West along the southerly line of the Southwest Quarter of the Northwest Quarter of said Section 3 and the southerly line of said Parcel A and said Parcel F 412.55 feet to the southwest corner of said Parcel F;  
thence North 89 degrees 51 minutes 52 seconds West along the southerly line of the Southwest Quarter of the Northwest Quarter of said Section 3 and the southerly line of said Parcel A 136.95 feet to the southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4 and the point of beginning.

Said tract contains 56.21 acres and is subject to a Madison County Highway Easement over the southerly 0.11 acres thereof.

**BYLAWS  
OF THE  
GUYE WOODS OVERLOOK SUBDIVISION OWNERS' ASSOCIATION, INC.**

1. **IDENTITY.** These are the Bylaws of Guye Woods Overlook Subdivision Owners' Association, Inc., (the "Association"), a Corporation not for profit under the laws of the State of Iowa. The Association has been organized to provide an entity for the construction, reconstruction, maintenance, operation and replacement of roads, waterlines, utilities, and other common improvements and areas of Guye Woods Overlook Subdivision.

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

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

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

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

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

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

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

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

- (1) election of chairman of the meeting;

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

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

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

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

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

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

(e) Until the Developer has completed and sold all of the lots, or until the Developer elects to terminate its control, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are

no remaining directors, the vacancies shall be filled by the Developer.

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

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

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

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

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

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

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

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

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

(8) adjournment.

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

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

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

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

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

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



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

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

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

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

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

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

(a) Current expenses;

(b) Reserve for deferred maintenance;

(c) Reserve for replacement;

(d) Additional improvements;

(e) Operations, the amount of which may be to provide a working funds or to meeting losses.

Until the Developer has completed and sold all of the lots of the Guye Woods Overlook Subdivision, or until the Developer elects to terminate its control of Guye Woods Overlook Subdivision Owners' Association, Inc., whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

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

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


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

considered.

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

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

The foregoing were adopted as the Bylaws of Guye Woods Overlook Subdivision Owners' Association, Inc., a corporation not for profit under the laws of the State of Iowa, at the first meeting of the Board of Directors on June 20, 2005.

  
Secretary

APPROVED:  
  
President

**LAND DISTURBING ACTIVITIES  
AFFIDAVIT**

**STATE OF IOWA**                 :  
   : **SS**  
**MADISON COUNTY**            :

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

We plan to engage in the following land disturbing activity:     Construction of Private Road and  
  Residences in Subdivision Development

The starting date is June 1, 2005. The estimated completion date is January 1, 2006.

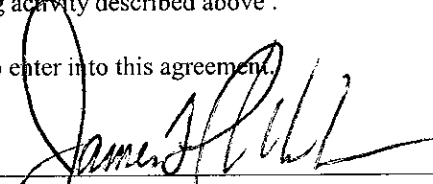
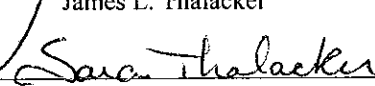
The land disturbing activity will occur on lands under my control, which lands are legally described as:  
  
SEE ATTACHED

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

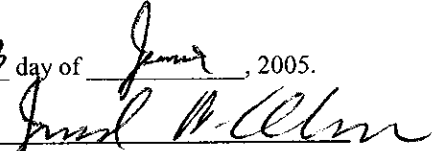
We are aware that loss limit regulations prohibit sediment from leaving the site in excess of 5 tons per acre per year. The land disturbing activities described above will be conducted in a manner that will insure compliance with the soil loss limit regulations.

Upon filing this affidavit, we are given authority to start the land disturbing activity. We also assume responsibility for all land disturbing activities conducted on this property by us or other people entities we represent. This authority covers only the land and land disturbing activity described above .

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

  
\_\_\_\_\_ James L. Thalacker  
  
\_\_\_\_\_ Sara Thalacker

Subscribed and sworn to before me on this 13 day of June, 2005.

  
\_\_\_\_\_  
Notary Public in and for the State of Iowa



DESCRIPTION

That part of Parcel A recorded in Land Plat Book 2, Pages 788 and 789, and Parcel F recorded in Land Plat Book 3, Pages 97 and 98, Madison County, Iowa, Recorder's Office, located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 3 and the Southeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 4, Township 76 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Beginning at the southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4;  
 thence on an assumed bearing of North 89 degrees 50 minutes 40 seconds West along the southerly line of said Parcel A and the southerly line of the Southeast Quarter of the Northeast Quarter of said Section 4 a distance of 1318.85 feet to the southwest corner of said Southeast Quarter of the Northeast Quarter;  
 thence North 89 degrees 50 minutes 24 seconds West along the southerly line of said Parcel A 165.35 feet to the southwest corner of said Parcel A;  
 thence North 00 degrees 13 minutes 56 seconds East along the westerly line of said Parcel A 1317.20 feet to the northwest corner of said Parcel A;  
 thence South 89 degrees 56 minutes 14 seconds East along the northerly line of said Parcel A 165.36 feet to the northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 4;  
 thence South 89 degrees 54 minutes 40 seconds East along the northerly line of said Parcel A and the northerly line of said Southeast Quarter of the Northeast Quarter 1013.36 feet to the northeast corner of said Parcel A;  
 thence South 01 degrees 11 minutes 44 seconds East along the easterly line of said Parcel A 271.21 feet to a point located on the northerly line of said Parcel A;  
 thence South 88 degrees 43 minutes 31 seconds East along the northerly line of said Parcel A 296.97 feet to the westerly line of the Southwest Quarter of the Northwest Quarter of said Section 3;  
 thence South 88 degrees 41 minutes 47 seconds East along the northerly line of said Parcel A 134.74 feet to the northwest corner of said Parcel F;  
 thence South 88 degrees 41 minutes 56 seconds East along the northerly line of said Parcel A and said Parcel F 412.62 feet to the northeast corner of said Parcel F;  
 thence South 00 degrees 00 minutes 14 seconds West along the easterly line of said Parcel F 980.79 feet;  
 thence South 50 degrees 52 minutes 44 seconds East along the easterly line of said Parcel F 79.30 feet to the northerly line of the Northwest Quarter of the Southwest Quarter of said Section 3 and the northerly line of a Madison County Highway;  
 thence South 83 degrees 38 minutes 14 seconds East along the southerly line of said Parcel F 96.05 feet to the centerline of a Madison County Highway;  
 thence southwesterly 234.34 feet along said centerline and the southeasterly line of said Parcel A and said Parcel F and a curve concave southeasterly and not tangent with the last described line, said curve has a radius of 178.85 feet, a central angle of 75 degrees 04 minutes 21 seconds, and a chord 217.93 feet in length bearing South 52 degrees 42 minutes 30 seconds West;  
 thence North 06 degrees 34 minutes 43 seconds East along the westerly line of said Parcel A and said Parcel F 89.88 feet to the northerly line of a Madison County Highway;  
 thence North 06 degrees 24 minutes 11 seconds East along said westerly line 53.97 feet to the northerly line of the Northwest Quarter of the Southwest Quarter of said Section 3 and the southerly line of said Parcel A and Said Parcel F;  
 thence North 89 degrees 51 minutes 52 seconds West along the southerly line of the Southwest Quarter of the Northwest Quarter of said Section 3 and the southerly line of said Parcel A and said Parcel F 412.55 feet to the southwest corner of said Parcel F;  
 thence North 89 degrees 51 minutes 52 seconds West along the southerly line of the Southwest Quarter of the Northwest Quarter of said Section 3 and the southerly line of said Parcel A 136.95 feet to the southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4 and the point of beginning.

Said tract contains 56.21 acres and is subject to a Madison County Highway Easement over the southerly 0.11 acres thereof.

June 9, 2005

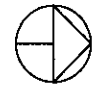
To: James L and Sara Thalacker

This it advise you that due to an existing water flow easement that we hold, Mueller Farm Partnership, does not want nor will we allow a fence to be constructed on our property lines in the NW ¼ of the NW ¼, Section 4, Township 76 North, Range 27 West.

Mueller Farm Partnership

Marvin Cox

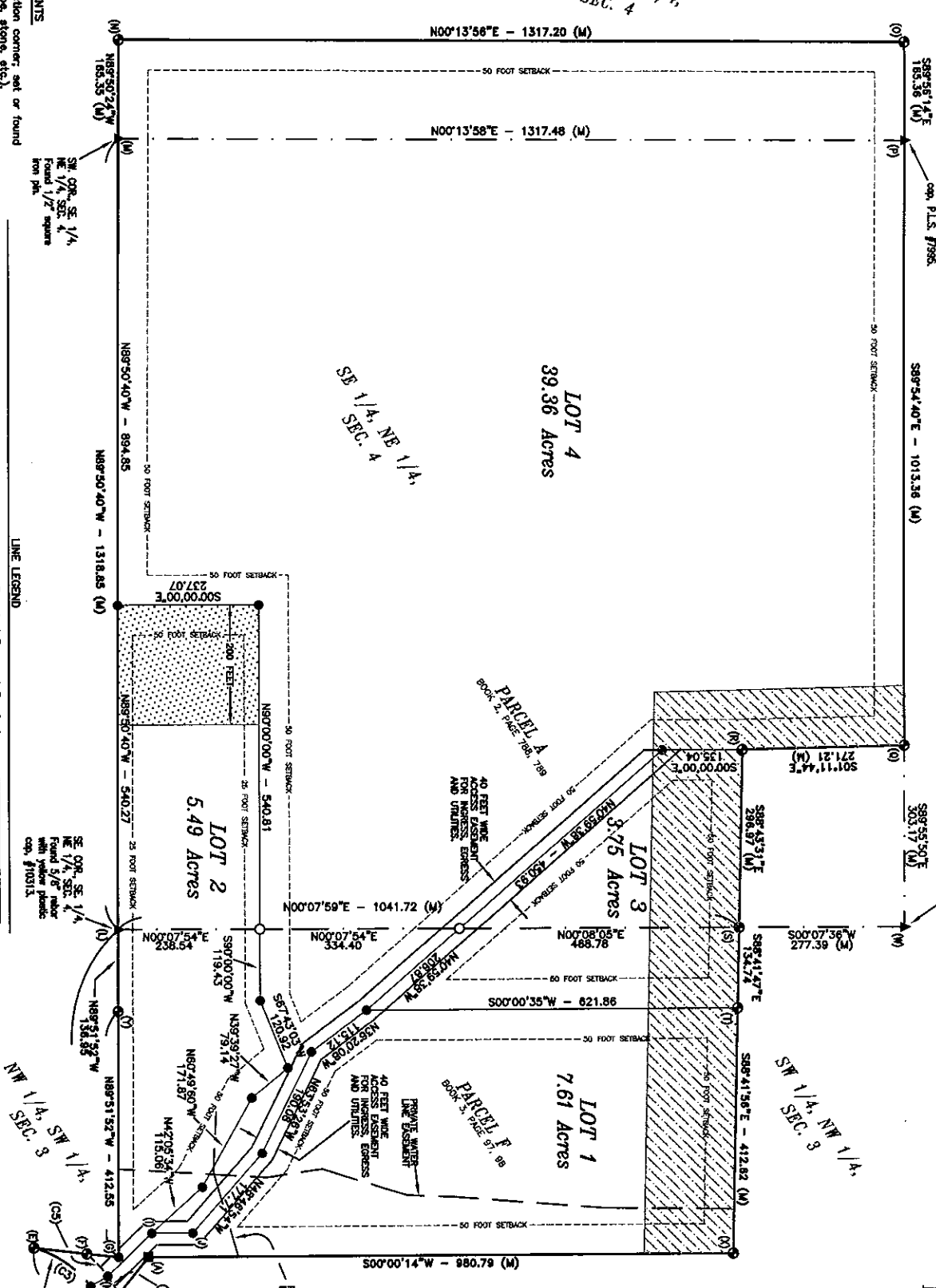
*Marvin Cox*



NORTH  
200 0 200 400 600 FEET

FOR DEDICATION, RESOLUTION & CERTIFICATES SEE REC 2005-2772

SW 1/4, NE 1/4, SEC. 4



**FINAL PLAT**  
**GUYE WOODS OVERLOOK SUBDIVISION**  
That part of Parcel A & Parcel F located in the SW 1/4 of the NW 1/4, & NW 1/4 of the SW 1/4, SEC. 3 & SE 1/4 of the NE 1/4 SEC. 4, T-76N, R-27W MADISON COUNTY, IOWA

MISCELLANEOUS DIMENSION

CURVE 1 (C1) (M)	DELTA = 75.04' 21"	CURVE 2 (C2)	DELTA = 37.32' 10"	CURVE 5 (C5)	DELTA = 13.54' 13"
D = 32.02' 08"	D = 32.02' 08"	D = 27.02' 44"	D = 32.02' 08"	D = 27.02' 44"	D = 27.02' 44"
CD = S32.42' 30" W	CD = S32.42' 30" W	CD = S32.42' 30" W	CD = S32.42' 30" W	CD = S32.42' 30" W	CD = S32.42' 30" W
T = 137.42' FT	T = 137.42' FT	T = 60.77' FT	T = 17.72' FT	T = 23.83' FT	T = 23.83' FT
R = 178.85' FT	R = 178.85' FT	R = 178.85' FT	R = 211.85' FT	R = 211.85' FT	R = 211.85' FT
LC = 217.85' FT	LC = 217.85' FT	LC = 117.17' FT	LC = 35.32' FT	LC = 51.28' FT	LC = 51.28' FT

MISCELLANEOUS DIMENSION

(A)-(B) = S307.42'E - 78.30 (M)	(G)-(I) = N89.51.52'E - 549.50	(L)-(M) = N89.50.45'W - 1316.94 (R)
(B)-(C) = S83.38'14"E - 86.05 (M)	(I)-(J) = N89.50.45'W - 185.43 (R)	(M)-(N) = N89.50.45'W - 185.43 (R)
(C)-(D) = LC = S71.28'35"W - 115.09 (C2)	(J)-(K) = N89.50.45'W - 185.43 (R)	(N)-(O) = N00.73.51'E - 137.14 (R)
(D)-(E) = LC = S32.56'25"W - 115.09 (C3)	(K)-(L) = N89.50.45'W - 185.43 (R)	(O)-(P) = S89.55.40'E - 1013.57 (R)
(E)-(F) = LC = S52.42'30"W - 217.83 (C1) (M)	(L)-(M) = N89.50.45'W - 185.43 (R)	(P)-(Q) = S89.55.40'E - 1013.57 (R)
(F)-(G) = N06.34'45"E - 89.88 (M)	(M)-(N) = N89.50.45'W - 185.43 (R)	(Q)-(R) = S01.11'24"E - 271.20 (R)
(G)-(H) = N06.24'11"E - 53.97 (M)	(N)-(O) = N89.50.45'W - 185.43 (R)	(R)-(S) = S89.42'07"E - 291.01 (R)
(H)-(I) = N43.52'28"W - 102.95	(O)-(P) = N89.50.45'W - 185.43 (R)	(S)-(T) = S00.07'57"W - 277.49 (R)
(I)-(J) = N00.00'14"E - 69.00	(P)-(Q) = N89.50.45'W - 185.43 (R)	(T)-(U) = N89.42'00"W - 412.88 (R)
(J)-(K) = LC = S46.51'19"W - 51.28 (C5)	(Q)-(R) = N89.50.45'W - 185.43 (R)	(U)-(V) = N00.00'00"W - 980.78 (R)
(K)-(L) = N29.46'46"W - 33.22	(R)-(S) = N89.50.45'W - 185.43 (R)	(V)-(W) = N00.00'00"W - 980.78 (R)
(L)-(M) = N89.48'49"W - 61.80	(S)-(T) = N89.50.45'W - 185.43 (R)	(W)-(X) = N00.00'00"W - 980.78 (R)
(M)-(N) = N89.51'14"E - 69.00	(T)-(U) = N89.50.45'W - 185.43 (R)	(X)-(Y) = N00.00'00"W - 980.78 (R)
(N)-(O) = N89.51'14"E - 69.00	(U)-(V) = N89.50.45'W - 185.43 (R)	(Y)-(Z) = N00.00'00"W - 980.78 (R)
(O)-(P) = N89.51'14"E - 69.00	(V)-(W) = N89.50.45'W - 185.43 (R)	(Z)-(A) = N00.00'00"W - 980.78 (R)
(P)-(Q) = N89.51'14"E - 69.00	(W)-(X) = N89.50.45'W - 185.43 (R)	(A)-(B) = N00.00'00"W - 980.78 (R)
(Q)-(R) = N89.51'14"E - 69.00	(X)-(Y) = N89.50.45'W - 185.43 (R)	(B)-(C) = S83.36'37"E - 96.04 (R5)

**MONUMENTS**  
▲ - section corner, set or found (pipe, stone, etc.)  
● - set 5/8" x 18" rebar with red plastic cap, PLS #14672.  
○ - found 5/8" x 18" rebar with orange plastic cap, PLS #7956.  
□ - no monument found or set.  
■ - found 5/8" rebar.

**LINE LEGEND**  
Perpetual Easement For Surface Water (Madison County Recorders Office)  
Perpetual Easement For Surface Water (Madison County Recorders Office)  
Private Water Line Easement Line  
Water Impoundment For Lot 4

**OWNER / SUB DIVIDER**  
JAMES L THALACKER, 1659 MCBRIDE BRIDGE ROAD, VAN MEETER, IOWA 50261

**ENGINEER / SURVEYOR**  
HACKETT SURVEYING, 803 East South Street, Winterset, Ia. 50273, Tel. (515) 462-1106

**MEASURED: (M), IF DIFFERENT THAN RECORDED**  
RECORDED: (R) = BOOK 2, PAGE 788  
RECORDED: (R2) = BOOK 3, PAGE 97  
RECORDED: (R3) = BOOK 2003, PAGE 197A

**SE COR. NW 1/4, SEC. 3**  
Found 5/8" x 18" rebar with orange plastic cap, PLS #7956.

I hereby certify that this land surveying document was prepared and the related survey report was performed by me, or under my direct supervision and I am a duly Licensed Land Surveyor under the laws and jurisdiction of Iowa.

Michael James Hockett Date 6/3/05  
My license renewed June 12/31/2006.  
Pages covered by this sect: 1 and 2.

PROJ. NO. 17-05  
DATE OF SURVEY: 5/17-19, 21, 22, 30/05, 6/1/05  
PAGE 1

DESCRIPTION

That part of Parcel A recorded in Land Plat Book 2, Pages 788 and 789, and Parcel F recorded in Land Plat Book 3, Pages 97 and 98, Madison County, Iowa, Recorder's Office, located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 3 and the Southeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 4, Township 76 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Beginning at the southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4;

thence on an assumed bearing of North 89 degrees 50 minutes 40 seconds West along the southerly line of said Parcel A and the southerly line of the Southeast Quarter of the Northeast Quarter of said Section 4 a distance of 1318.85 feet to the southwest corner of said Southeast Quarter of the Northeast Quarter;

thence North 89 degrees 50 minutes 24 seconds West along the southerly line of said Parcel A 165.35 feet to the southwest corner of said Parcel A;

thence North 00 degrees 13 minutes 56 seconds East along the westerly line of said Parcel A 1317.20 feet to the northwest corner of said Parcel A;

thence South 89 degrees 56 minutes 14 seconds East along the northerly line of said Parcel A 165.36 feet to the northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 4;

thence South 89 degrees 54 minutes 40 seconds East along the northerly line of said Parcel A and the northerly line of said Southeast Quarter of the Northeast Quarter 1013.36 feet to the northeast corner of said Parcel A;

thence South 01 degrees 11 minutes 44 seconds East along the easterly line of said Parcel A 271.21 feet to a point located on the northerly line of said Parcel A;

thence South 88 degrees 43 minutes 31 seconds East along the northerly line of said Parcel A 296.97 feet to the westerly line of the Southwest Quarter of the Northwest Quarter of said Section 3;

thence South 88 degrees 41 minutes 47 seconds East along the northerly line of said Parcel A 134.74 feet to the northwest corner of said Parcel F;

thence South 88 degrees 41 minutes 56 seconds East along the northerly line of said Parcel A and said Parcel F 412.62 feet to the northeast corner of said Parcel F;

thence South 00 degrees 00 minutes 14 seconds West along the easterly line of said Parcel F 980.79 feet;

thence South 50 degrees 52 minutes 44 seconds East along the easterly line of said Parcel F 79.30 feet to the northerly line of the Northwest Quarter of the Southwest Quarter of said Section 3 and the northerly line of a Madison County Highway;

thence South 83 degrees 38 minutes 14 seconds East along the southerly line of said Parcel F 96.05 feet to the centerline of a Madison County Highway;

thence southwesterly 234.34 feet along said centerline and the southeasterly line of said Parcel A and said Parcel F and a curve concave southeasterly and not tangent with the last described line, said curve has a radius of 178.85 feet, a central angle of 75 degrees 04 minutes 21 seconds, and a chord 217.93 feet in length bearing South 52 degrees 42 minutes 30 seconds West;

thence North 06 degrees 34 minutes 43 seconds East along the westerly line of said Parcel A and said Parcel F 89.88 feet to the northerly line of a Madison County Highway;

thence North 06 degrees 24 minutes 11 seconds East along said westerly line 53.97 feet to the northerly line of the Northwest Quarter of the Southwest Quarter of said Section 3 and the southerly line of said Parcel A and said Parcel F;

thence North 89 degrees 51 minutes 52 seconds West along the southerly line of the Southwest Quarter of said Section 3 and the southerly line of said Parcel A and said Parcel F 412.55 feet to the southwest corner of said Parcel F;

thence North 89 degrees 51 minutes 52 seconds West along the southerly line of the Southwest Quarter of the Northwest Quarter of said Section 3 and the southerly line of said Parcel A 136.95 feet to the southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4 and the point of beginning.

Said tract contains 56.21 acres and is subject to a Madison County Highway Easement over the southerly 0.11 acres thereof.

GUYE WOODS OVERLOOK SUBDIVISION  
That part of Parcel A & Parcel F located in the SW 1/4 of the NW 1/4, & NW 1/4 of the SW 1/4, SEC. 3 & SE 1/4 of the NE 1/4, & SW 1/4 of the NE 1/4 SEC. 4, T-76N, R-27W  
MADISON COUNTY, IOWA

AREA OF LOT 1

SW 1/4, NW 1/4, SEC. 3 = 7.55 Acres  
NW 1/4, SW 1/4, SEC. 3 = 0.06 Acres (R.O.W. 0.05 Acres)  
TOTAL ACRES LOT 1 = 7.61 Acres (R.O.W. 0.05 Acres)

AREA OF LOT 2

SW 1/4, NW 1/4, SEC. 3 = 2.46 Acres  
NW 1/4, SW 1/4, SEC. 3 = 0.08 Acres (R.O.W. 0.06 Acres)  
SE 1/4, NE 1/4, SEC. 4 = 2.95 Acres  
TOTAL ACRES LOT 2 = 5.49 Acres (R.O.W. 0.06 Acres)

AREA OF LOT 3

SW 1/4, NW 1/4, SEC. 3 = 1.69 Acres  
SE 1/4, NE 1/4, SEC. 4 = 2.06 Acres  
TOTAL ACRES LOT 3 = 3.75 Acres

AREA OF LOT 4

SW 1/4, NW 1/4, SEC. 3 = 1.38 Acres  
SE 1/4, NE 1/4, SEC. 4 = 32.98 Acres  
SW 1/4, NE 1/4, SEC. 4 = 5.00 Acres  
TOTAL ACRES LOT 4 = 39.36 Acres

NOTES

ZONED: AGRICULTURAL.

UTILITIES:

WATER: WARREN RURAL WATER.  
ELECTRICITY: MID-AMERICAN ENERGY.  
SEWAGE DISPOSAL: INDIVIDUAL SYSTEM.  
GAS: INDIVIDUAL PROPANE.

SETBACKS:

LOT 1 SETBACK: FRONT 50 FEET  
SIDES 50 FEET  
BACK 50 FEET

LOT 2 SETBACK: FRONT 50 FEET  
SIDES 25 FEET  
BACK 50 FEET

LOT 3 SETBACK: FRONT 50 FEET  
SIDES 50 FEET  
BACK 50 FEET

LOT 4 SETBACK: FRONT 50 FEET  
SIDES 50 FEET  
BACK 50 FEET

THE PRIVATE WATER LINE EASEMENT WAS LOCATED BY VERBAL COMMUNICATION FROM THE OWNER, FIELD LOCATED FROM EXCAVATION SCARS, AND FROM THE SURVEY OF PARCEL A RECORDED IN LAND PLAT BOOK 2 PAGE 788 AND 789.