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FOR PLAT, SEE  
RECORD 2006, PAGE 5145

**PLAT AND CERTIFICATE  
FOR  
COUNTRY ESTATES WEST PLAT II, MADISON COUNTY, IOWA**

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

**That part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Three (3), Township Seventy-six (76) North, Range Twenty-seven (27) West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:**

**Beginning southwest corner of said Section Three (3); thence on an assumed bearing of North 00°34'56" East along the westerly line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section Three (3) a distance of 1113.86 feet to the southwest corner of Parcel H, recorded in Book 3, Page 104, Madison County Recorder's Office, Madison County, Iowa; thence South 89°33'19" East along the southerly line of said Parcel H 1091.07 feet to the westerly line of Country Estates West Subdivision, recorded in Book 2000, Page 1834, Madison County Recorder's Office, Madison County, Iowa; thence South 00°17'28" East along said westerly line 328.68 feet; thence South 47°37'22" West along said westerly line 121.23 feet; thence South 00°55'36" West along said westerly line 281.64 feet; thence South 00°53'46" West along said westerly line 421.28 feet to the southerly line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section Three (3); thence North 89°33'01" West along said southerly line 1003.36 feet to the southwest corner of said Section Three (3) and the point of beginning.**

**Said tract contains 26.46 acres and is subject to a Madison County Highway Easement over the westerly and southerly 1.35 acres thereof.**

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

- 1) **Dedication of Plat of Country Estates West Plat II;**
- 2) **Attorney's Opinion;**
- 3) **Certificate of County Treasurer of Madison County, Iowa;**
- 4) **Agreement with County Engineer;**

5) **Resolution of the Board of Supervisors of Madison County, Iowa, approving said plat;**

6) **Declaration of Covenants, Conditions and Restrictions for Country Estates West Plat II,**

7) **Madison County Soil and Water Conservation District Land Disturbing Activity Affidavit; and**

8) **Groundwater Hazard Statement.**

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

Dated this 7<sup>th</sup> day of December, 2006.

  
\_\_\_\_\_  
C. J. Nicholl, Zoning Administrator for Madison county

**DEDICATION OF PLAT  
OF  
COUNTRY ESTATES WEST PLAT II, MADISON COUNTY, IOWA**

KNOW ALL MEN BY THESE PRESENTS:

That we, Mueller Farms Partnership, do hereby certify that we are the owners and proprietors of the following-described real estate

**That part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Three (3), Township Seventy-six (76) North, Range Twenty-seven (27) West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:**

**Beginning southwest corner of said Section Three (3); thence on an assumed bearing of North 00°34'56" East along the westerly line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section Three (3) a distance of 1113.86 feet to the southwest corner of Parcel H, recorded in Book 3, Page 104, Madison County Recorder's Office, Madison County, Iowa; thence South 89°33'19" East along the southerly line of said Parcel H 1091.07 feet to the westerly line of Country Estates West Subdivision, recorded in Book 2000, Page 1834, Madison County Recorder's Office, Madison County, Iowa; thence South 00°17'28" East along said westerly line 328.68 feet; thence South 47°37'22" West along said westerly line 121.23 feet; thence South 06°55'36" West along said westerly line 281.64 feet; thence South 00°53'46" West along said westerly line 421.28 feet to the southerly line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section Three (3); thence North 89°33'01" West along said southerly line 1003.36 feet to the southwest corner of said Section Three (3) and the point of beginning.**

**Said tract contains 26.46 acres and is subject to a Madison County Highway Easement over the westerly and southerly 1.35 acres thereof.**

That the subdivision of the above-described real estate as shown by the final plat of Country Estates West Plat II is with the free consent and in accordance with the owners desires as owner of said real estate.

DATED this 20 day of September, 2006.

MUELLER FARMS PARTNERSHIP

By

Robert M. Casper

Robert M. Casper

By

Marvin D. Cox

Marvin D. Cox

STATE OF IOWA

:

:SS

COUNTY OF MADISON

:

On this 20 day of September, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marvin D. Cox and Robert M. Casper, to me known to me personally known, who being by me duly sworn, did say that they are the partners of Mueller Farms Partnership, a Partnership, and that the instrument was signed on behalf of the partnership by authority of the partners; and the partners acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by them voluntarily executed.

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



We understand the land that is owned by Mueller Farm Partnership, that is adjacent to our property, is going to be developed into rural residential lots of at least 3.0 acres. We also are asking Madison County to not require a legal fence be constructed on the perimeter of this land owned by Mueller Farm Partnership.

Samy Watt

Laura M. Watt

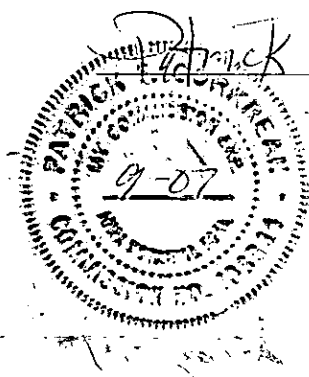
STATE OF Iowa  
COUNTY OF Madison

This instrument was acknowledged before me on

By:

11-15-05  
Patrick F. Corivean Samy & Laura Watt

Patrick F. Corivean, Notary Public



We understand the land that is owned by Mueller Farm Partnership, that is adjacent to our property, is going to be developed into rural residential lots of at least 3.0 acres. We also are asking Madison County to not require a legal fence be constructed on the perimeter of this land owned by Mueller Farm Partnership.

Donald Bill

STATE OF Iowa  
COUNTY OF Madison

This instrument was acknowledged before me on November 21, 2005  
By: Donald Bill

Susan R Parrino, Notary Public



We understand the land that is owned by Mueller Farm Partnership, that is adjacent to our property, is going to be developed into rural residential lots of at least 3.0 acres. We also are asking Madison County to not require a legal fence be constructed on the perimeter of this land owned by Mueller Farm Partnership.

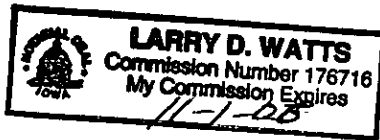
Jill Sackett  
JILL SACKETT

Randy Sackett  
RANDY SACKETT

STATE OF Iowa  
COUNTY OF Madison

This instrument was acknowledged before me on 11-2-05  
By: Larry D. Watts Randy + Jill Sackett

Larry D. Watts, Notary Public



## TITLE OPINION OF ATTORNEY AT LAW

I, Lewis H. Jordan, do hereby state that I am an attorney at law practicing in Winterset, Madison County, Iowa; and, that I have examined an abstract of title to the following-described real estate:

**That part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Three (3), Township Seventy-six (76) North, Range Twenty-seven (27) West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:**

**Beginning southwest corner of said Section Three (3); thence on an assumed bearing of North 00°34'56" East along the westerly line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section Three (3) a distance of 1113.86 feet to the southwest corner of Parcel H, recorded in Book 3, Page 104, Madison County Recorder's Office, Madison County, Iowa; thence South 89°33'19" East along the southerly line of said Parcel H 1091.07 feet to the westerly line of Country Estates West Subdivision, recorded in Book 2000, Page 1834, Madison County Recorder's Office, Madison County, Iowa; thence South 00°17'28" East along said westerly line 328.68 feet; thence South 47°37'22" West along said westerly line 121.23 feet; thence South 00°55'36" West along said westerly line 281.64 feet; thence South 00°53'46" West along said westerly line 421.28 feet to the southerly line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section Three (3); thence North 89°33'01" West along said southerly line 1003.36 feet to the southwest corner of said Section Three (3) and the point of beginning.**

**Said tract contains 26.46 acres and is subject to a Madison County Highway Easement over the westerly and southerly 1.35 acres thereof.**

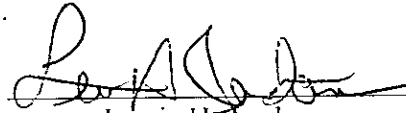
I further state that the name of the proprietor of said Plat is: **Mueller Farms**

### **Partnership.**

I further state that there are no mortgages, liens or other encumbrances on the above-described land.



Dated this 9<sup>th</sup> day of OCTOBER, 2006.

  
\_\_\_\_\_  
Lewis H. Jordan

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

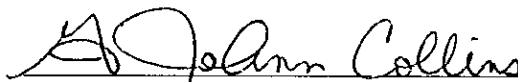
I, G. JoAnn Collins, do hereby certify that I am the duly elected and acting Treasurer of Madison County, Iowa; that I have examined the records in my office, and that there are no unpaid taxes forming a lien against the following-described real estate, to-wit:

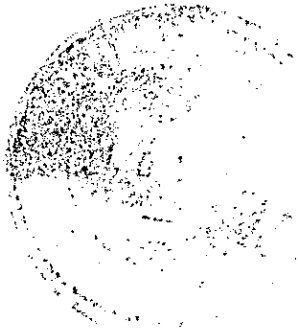
**That part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Three (3), Township Seventy-six (76) North, Range Twenty-seven (27) West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:**

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**Said tract contains 26.46 acres and is subject to a Madison County Highway Easement over the westerly and southerly 1.35 acres thereof.**

Dated at Winterset, Iowa, this 15<sup>th</sup> day of September, 2006.

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



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

I, Joan Welch, do hereby certify that I am the duly elected and acting Auditor of Madison County, Iowa; that I have examined the records in my office, and that the name, Country Estates West Plat II pertaining to the following-described real estate, to-wit:

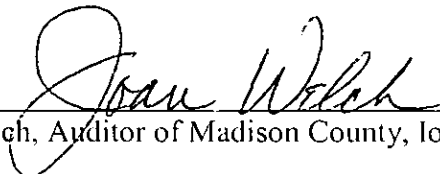
**That part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Three (3), Township Seventy-six (76) North, Range Twenty-seven (27) West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:**

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**Said tract contains 26.46 acres and is subject to a Madison County Highway Easement over the westerly and southerly 1.35 acres thereof.**

is an acceptable name for said subdivision.

Dated at Winterset, Iowa, this 6 day of October, 2006.

  
\_\_\_\_\_  
Joan Welch, Auditor of Madison County, Iowa

**RESOLUTION APPROVING FINAL PLAT  
OF  
COUNTRY ESTATES WEST PLAT II, 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 proposed subdivision known as Country West Estates; and

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

**That part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Three (3), Township Seventy-six (76) North, Range Twenty-seven (27) West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:**

**Beginning southwest corner of said Section Three (3); thence on an assumed bearing of North 00°34'56" East along the westerly line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section Three (3) a distance of 1113.86 feet to the southwest corner of Parcel H, recorded in Book 3, Page 104, Madison County Recorder's Office, Madison County, Iowa; thence South 89°33'19" East along the southerly line of said Parcel H 1091.07 feet to the westerly line of Country Estates West Subdivision, recorded in Book 2000, Page 1834, Madison County Recorder's Office, Madison County, Iowa; thence South 00°17'28" East along said westerly line 328.68 feet; thence South 47°37'22" West along said westerly line 121.23 feet; thence South 00°55'36" West along said westerly line 281.64 feet; thence South 00°53'46" West along said westerly line 421.28 feet to the southerly line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section Three (3); thence North 89°33'01" West along said southerly line 1003.36 feet to the southwest corner of said Section Three (3) and the point of beginning.**

**Said tract contains 26.46 acres and is subject to a Madison County Highway Easement over the westerly and southerly 1.35 acres thereof.**

WHEREAS, there was also filed with said Plat a dedication of said plat containing a statement to the effect that the subdivision as it appears on the Plat is with the free consent and in accordance with the desire of the proprietor, Mueller Farms Partnership.; and

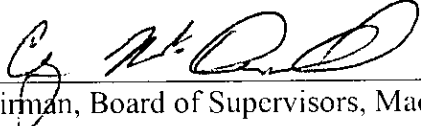
WHEREAS, said plat was accompanied by a complete abstract of title and an opinion from the attorney at law showing that title is fee simple is in said proprietor and a certified statements from the Treasurer of Madison County, Iowa, that said platted land is free from taxes

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 Country Estates West Plat II, 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 Country Estates West Plat II prepared in connection with said plat and subdivision is hereby approved.
- 2) That 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<sup>st</sup> day of November, 2006.

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

ATTEST:

  
\_\_\_\_\_  
Madison County Auditor

## AGREEMENT

THIS AGREEMENT made and entered into between the proprietor of Country Estates West Plat II, and Todd Hagen, Madison County Engineer:

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1) The Proprietor of Country Estates West Plat II, a Plat of the following-described real estate:

**That part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Three (3), Township Seventy-six (76) North, Range Twenty-seven (27) West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:**

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**Said tract contains 26.46 acres and is subject to a Madison County Highway Easement over the westerly and southerly 1.35 acres thereof.**

Hereby agree that all private drives located within Country Estates West Plat II are private drives and are not being dedicated to Madison County, Iowa. Said Proprietor consents and agree that such drives shall not be maintained in any manner by Madison County, Iowa, or the Madison County Engineer's Department.

Dated this 20 day of September, 20006

MUELLER FARMS PARTNERSHIP

By Marvin D. Cox  
Marvin D. Cox

By Robert M. Casper  
Robert M. Casper

PROPRIETOR OF COUNTRY ESTATES WEST

Todd Hagen  
Todd Hagen, Madison County Engineer

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
COUNTRY ESTATES WEST PLAT II**

**THIS DECLARATION** is made on the date set forth below by **Mueller Farms Partnership**, hereinafter referred to as **Declarant**;

**WITNESSETH:**

**WHEREAS, Declarant** is the owner of certain real estate in Madison County, Iowa located in **That part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Three (3), Township Seventy-six (76) North, Range Twenty-seven (27) West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:**

**Beginning southwest corner of said Section Three (3); thence on an assumed bearing of North 00°34'56" East along the westerly line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section Three (3) a distance of 1113.86 feet to the southwest corner of Parcel H, recorded in Book 3, Page 104, Madison County Recorder's Office, Madison County, Iowa; thence South 89°33'19" East along the southerly line of said Parcel H 1091.07 feet to the westerly line of Country Estates West Subdivision, recorded in Book 2000, Page 1834, Madison County Recorder's Office, Madison County, Iowa; thence South 00°17'28" East along said westerly line 328.68 feet; thence South 47°37'22" West along said westerly line 121.23 feet; thence South 00°55'36" West along said westerly line 281.64 feet; thence South 00°53'46" West along said westerly line 421.28 feet to the southerly line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section Three (3); thence North 89°33'01" West along said southerly line 1003.36 feet to the southwest corner of said Section Three (3) and the point of beginning. Said tract contains 26.46 acres and is subject to a Madison County Highway Easement over the westerly and southerly 1.35 acres thereof.**

**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 the Country Estates West Plat II Owners' Association, Inc., which shall be a 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 parcel which is a part of the property, except that a vendee in possession under a recorded contract of sale of any parcel shall be considered the owner rather than the contract seller being the owner. Those having an interest merely as security for the performance of an obligation shall not be considered an owner.

### Section 3.

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

### Section 4.

"**Lots**" shall mean and refer to the numbered lots or plats as shown upon any Plats within the Property.

## ARTICLE II - Property Rights and Maintenance

### Section 1.     **Residences.**

There shall be located on each Parcel sold a single-family residence of at least fifteen hundred (1500) square feet living area and no other use shall be allowed except single-family residency. No structure shall be erected on any Parcel except a single-family residential dwelling structure, a two- to four-car garage, and certain accessory buildings provided that accessory buildings, other than garages, may not be erected in excess of 1000 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 Parcels included in the real estate described above. No trailer, basement, tent, shack, garage, barn or other accessory building on the Parcel 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 Parcel shall keep his lot or lots free of weeds and debris and shall not engage in any activity which is a nuisance.

### Section 2.

There shall be the following setbacks for the construction of any residence or other buildings permitted by these covenants:

- a. 50 feet from the front line;
- b. 50 feet from the back line;
- c. 25 feet from each side line.

For Lots One (1) and Five (5) the front line shall be the South line of the properties; and, the North side of said Lots shall be the back line. On Lots Two (2), Three (3) and Four (4), the front line shall be to the West side and the back line shall be to the East side, with the side lines on the North and South areas of the Lots.

### **Section 3.**

All wiring shall be underground.

### **Section 4.**

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.

## **ARTICLE III - Membership And Voting Rights.**

### **Section 1.**

Every owner of a Parcel 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 Parcel which is subject to assessment.

### **Section 2.**

All owners shall be entitled to one vote in the Association for each Parcel. When more than one person holds an interest to any Parcel, all such persons shall be members. The vote for such Parcel shall be exercised as they determine; but, in no event, shall more than one vote be cast with respect to any Parcel. Such vote shall be one-fifty (1/5) of the total votes.

### **Section 3.**

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

## **ARTICLE IV - Covenants For Maintenance Assessments**

### **Section 1. Notice And Quorum For Any Action to Enforce the Provisions of Article II.**

Written notice of any meeting called for the purpose of taking any action to enforce the provisions of Article II 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 parcelholders

## **ARTICLE V - Architectural Control**

No alteration of surface drainage shall 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**

- (a) Each Parcel is burdened with an easement for surface drainage for the benefit of all other Parcels and the Road Area.
- (b) Each Parcel is burdened with easements for public utilities and sidewalks, if the latter is required by Madison County.

## **ARTICLE VII - Use Restrictions**

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

The ownership, use, occupation and enjoyment of each Parcel and the 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 Parcels 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 Parcel shall be used or occupied for single family dwelling purposes only.
- (b) A Parcel may be rented or leased by the Owner or his lessee provided the entire Parcel 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) No livestock or other animals of any kind shall be raised, bred, or kept in any Parcel or in any Road Area, except an Owners shall be permitted to keep cats, dogs or other usual household pets, subject to rules and regulations adopted by the Association. Two (2) horses shall be allowed in any one lot; but, in the event horses are kept by the owner of a parcel, the owner of such parcel shall have the duty to build and maintain sufficient fence to restrain said horses from running at large.
- (d) No activity shall be allowed which unduly interferes with the peaceful possession and use of the Parcels by the Owner nor shall any fire hazard or unsightly accumulation of refuse be allowed.
- (e) Nothing shall be done or kept in any Parcel which will increase the rate of insurance for other parcel owners 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 Parcel which will result in the cancellation of insurance on any Parcel or would be in violation of any law, or which may be or become a nuisance or annoyance to the other Owners.
- (f) 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.
- (g) The Board of Directors of the Association shall have the authority to adopt rules and regulations governing the use of Parcels and such rules shall be observed and obeyed by the Owners, their guests, lessees, assigns and licensees.

**Section 3. No Waiver.**

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 eighty percent (80%) of the Parcel 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 Country West Estates Plat II Homeowners' Association.

Dated this 20 day of September, 2002.

MUELLER FARMS PARTNERSHIP

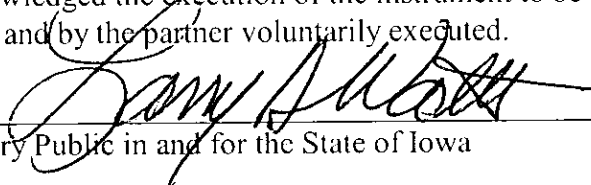
By Marvin D. Cox  
Marvin D. Cox

By Robert M. Casper  
Robert M. Casper

**DECLARANT**

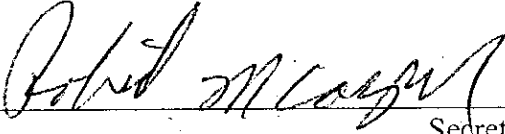
STATE OF IOWA :  
 :SS  
COUNTY OF MADISON :

On this 20 day of September, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marvin D. Cox, to me known to me personally known, who being by me duly sworn, did say that the person is one of the partners of Mueller Farms Partnership, a Partnership, and that the instrument was signed on behalf of the partnership by authority of the partners; and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

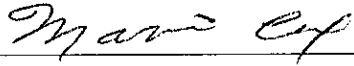
  
\_\_\_\_\_  
Notary Public in and for the State of Iowa



The foregoing were adopted as the By-Laws of Country Estates West Plat II Residential Real Estate Management 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 September 20, 2006, 2006

  
\_\_\_\_\_  
Secretary

APPROVED:

  
\_\_\_\_\_  
President

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# LAND DISTURBING ACTIVITIES

## AFFIDAVIT

Pursuant to Section 161A.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 statements we make herein, we, Robert M. Casper and Marvin D. Cox, as partners in Mueller Farms Partnership, first being duly sworn under oath, do solemnly swear to affirm that:

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

**That part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Three (3), Township Seventy-six (76) North, Range Twenty-seven (27) West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:**

**Beginning southwest corner of said Section Three (3); thence on an assumed bearing of North 00°34'56" East along the westerly line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section Three (3) a distance of 1113.86 feet to the southwest corner of Parcel H, recorded in Book 3, Page 104, Madison County Recorder's Office, Madison County, Iowa; thence South 89°33'19" East along the southerly line of said Parcel H 1091.07 feet to the westerly line of Country Estates West Subdivision, recorded in Book 2000, Page 1834, Madison County Recorder's Office, Madison County, Iowa; thence South 00°17'28" East along said westerly line 328.68 feet; thence South 47°37'22" West along said westerly line 121.23 feet; thence South 00°55'36" West along said westerly line 281.64 feet; thence South 00°53'46" West along said westerly line 421.28 feet to the southerly line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section Three (3); thence North 89°33'01" West along said southerly line 1003.36 feet to the southwest corner of said Section Three (3) and the point of beginning.**

**Said tract contains 26.46 acres and is subject to a Madison County Highway Easement over the westerly and southerly 1.35 acres thereof.**



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 the soil 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 regulation.

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 ourselves or other people or entities we represent. This authority covers only the land and land disturbing activities described above.

We, Mueller Farms Partnership, are the owner of the land; and, have full authority to enter into this Agreement and to comply with the representations contained herein.

MUELLER FARMS PARTNERSHIP

By *Marvin D. Cox*  
Marvin D. Cox

By *Robert M. Casper*  
Robert M. Casper

STATE OF IOWA :  
:SS  
COUNTY OF MADISON :

This instrument was acknowledged before me on this 20 day of December, 2006, by Marvin D. Cox and Robert M. Casper.

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





**FARMERS &  
MERCHANTS**  
STATE BANK

www.fandmbankonline.com



**Winterset - Main Office**

101 West Jefferson  
P.O. Box 29  
Winterset, Iowa 50273-0029  
515-462-4242  
Loan Dept.: 515-462-4381  
Bookkeeping: 515-462-4248



**Winterset - Motor Bank**

722 N. John Wayne Drive  
Winterset, Iowa 50273-0029  
515-462-1110



**St. Charles Office**

133 West Main  
P.O. Box 105  
St. Charles, Iowa 50240  
641-396-2233  
Toll Free: 888-243-2233



**Orient Office**

114 South Broad  
P.O. Box 39  
Orient, Iowa 50858  
641-337-5418

Home Grown Banking for Today & Tomorrow.

September 29, 2006

Madison County Zoning  
Attn: Jeff Nichol  
Court House  
Winterset, IA 50273

RE: Irrevocable Letter of Credit in favor of Madison County Zoning  
For the benefit of Marvin Cox

Farmers & Merchants State Bank has established an Irrevocable Letter of Credit in the amount of \$10,000.00 for the benefit of the Madison County Zoning that is available if for any reason that Madison County Zoning feels there is a maintenance issue or failure on Mr. Cox to complete the necessary infrastructure and roadway improvements for Mr. Cox's project. If you desire to make a draw on this Letter of Credit, please contact a Bank Loan Officer or myself to initiate an advance.

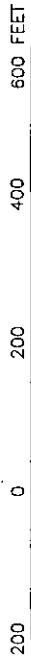
Please note that this Irrevocable Letter of Credit is valid until January 1, 2008.

If you have any questions or concerns, please contact me at (515) 462-4381.

Sincerely,

Shane K. Pashek  
Vice President

SKP/sls

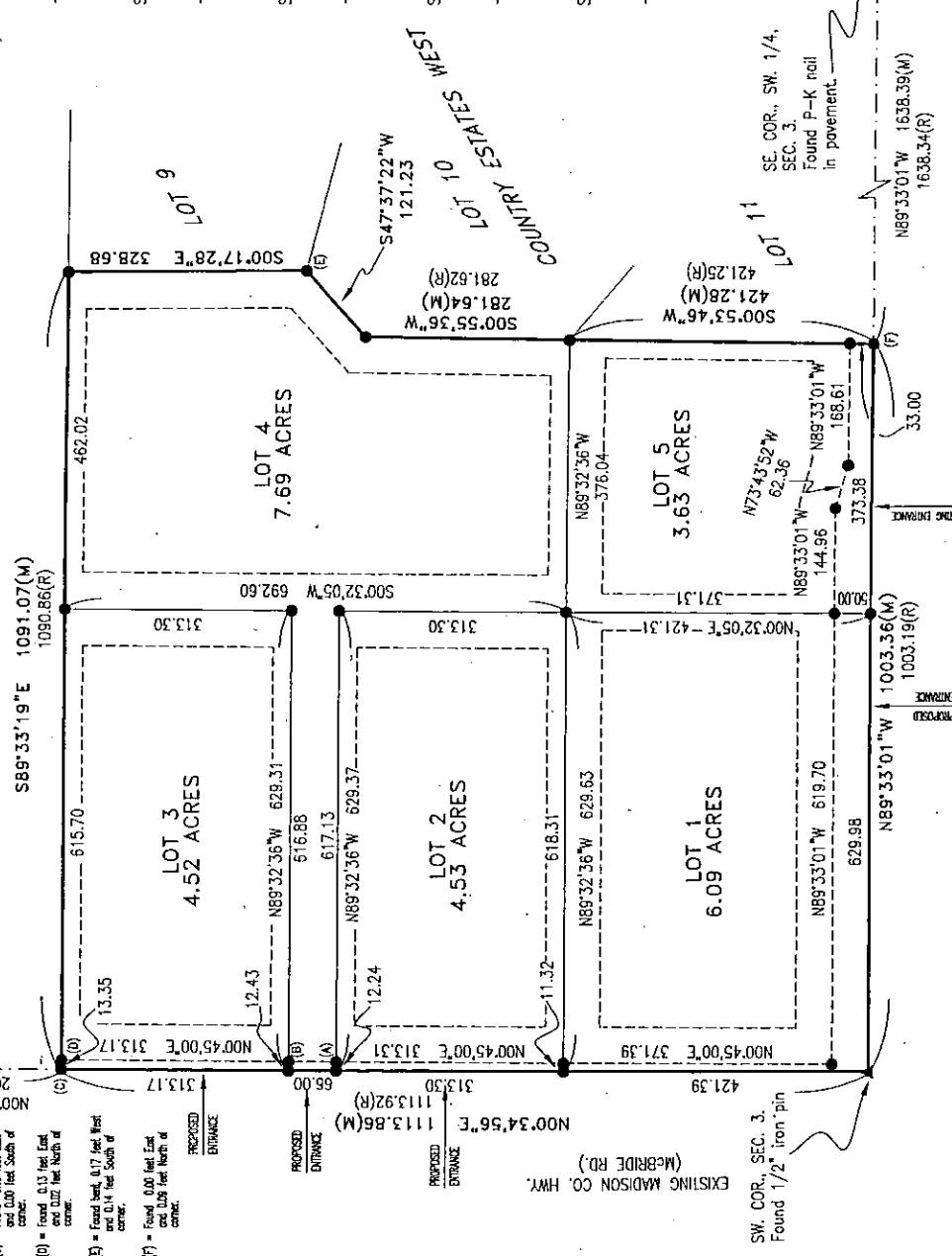


NORTH

PARCEL H

NW. COR., SW. 1/4, SW. 1/4, SEC. 3  
Found 5/8" x 18" rebar with orange plastic cap, P.L.S. #7995.

(A)-(H) = MONUMENTS  
(C) = Found 0.13 feet East and 0.00 feet South of corner.  
(D) = Found 0.13 feet East and 0.02 feet North of corner.  
(E) = Found 0.17 feet East and 0.14 feet South of corner.  
(F) = Found 0.00 feet East and 0.00 feet South of corner.



- MEASURED DISTANCE/BEARING -- (M)  
RECORDED DISTANCE/BEARING -- (R)
- MONUMENTS
- ▲ - found or set sec. cor. (pipe, stone, etc.)
  - - set or found 5/8" x 18" rebar with orange plastic cap P.L.S. 7995 or PK nail.
  - - no monument found or set.
  - - found lot cor. (pipe, stone, etc.)
- LEGEND
- SUBDIVISION BOUNDARY
  - PROPOSED CENTERLINE OF PRIVATE ROAD
  - PROPOSED PRIVATE ROAD & PUBLIC UTILITY EASEMENT
  - SECTION LINE
  - BUILDING SETBACK LINE
  - ADJOINING PARCEL LINES

**FINAL PLAT**  
COUNTRY ESTATES WEST PLAT II  
SW 1/4 of the SW 1/4, SEC. 3, T-76N, R-27W  
MADISON COUNTY, IOWA

**OWNER / SUB DIVIDER**  
SURVEY FOR AND OWNER: MUELLER FAMILY PARTNERSHIP, MARVIN COX, WINTERSET, IOWA 50273

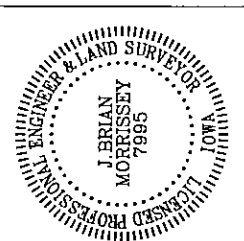
**ENGINEER / SURVEYOR**  
MORRISSEY SURVEYING, 1405 HIGHWAY 628, OTLEY, IA 50214, Tel. (641) 627-5554

**NOTES**

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

**APPROVED**

NOV 21 2006



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

Signed: *J. Brian Morrissey* Date: 9/28/06  
Iowa Lic. No. 7995  
My license renewal dates 12/31/2007.  
Pages covered by this seal: this page only.

**FINAL PLAT**  
**COUNTRY ESTATES WEST PLAT II**  
SW 1/4 of the SW 1/4, SEC. 3, T-76N, R-27W  
MADISON COUNTY, IOWA

**DESCRIPTION**

That part of the Southwest Quarter of the Southwest Quarter of Section 3, Township 76 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Beginning southwest corner of said Section 3;  
thence on an assumed bearing of North 00 Degrees 34 Minutes 56 Seconds East along the westerly line of the Southwest Quarter of the Southwest Quarter of said Section 3 a distance of 1113.86 feet to the southwest corner of Parcel H, recorded in Book 3, Page 104, Madison County Recorder's Office, Madison County, Iowa;

thence South 89 Degrees 33 Minutes 19 Seconds East along the southerly line of said Parcel H 1091.07 feet to the westerly line of Country Estates West Subdivision, recorded in Book 2000, Page 1834, Madison County Recorder's Office, Madison County, Iowa;

thence South 00 Degrees 17 Minutes 28 Seconds East along said westerly line 328.68 feet;

thence South 47 Degrees 37 Minutes 22 Seconds West along said westerly line 121.23 feet;

thence South 00 Degrees 55 Minutes 36 Seconds West along said westerly line 281.64 feet;

thence South 00 Degrees 53 Minutes 46 Seconds West along said westerly line 421.28 feet to the southerly line of the Southwest Quarter of the Southwest Quarter of said Section 3;

thence North 89 Degrees 33 Minutes 01 Seconds West along said southerly line 1003.36 feet to the southwest corner of said Section 3 and the point of beginning.

Said tract contains 26.46 acres and is subject to a Madison County Highway Easement over the westerly and southerly 1.35 acres thereof.

**BUILDING SETBACKS:**

- 50 FOOT FRONT
- 50 FOOT BACK
- 25 FOOT SIDES

**VICINITY SKETCH**  
NOT TO SCALE

