



INDX ✓
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FOR PLAT SEE
RECORD 2007, PAGE 555

**PLAT AND CERTIFICATE
FOR MAYFLOWER SUBDIVISION
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 Mayflower Subdivision, and that the real estate comprising said plat is described as follows:

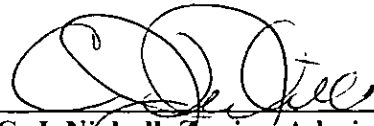
The North Half (1/2) of the South West Quarter (1/4) of Section Seventeen (17) in Township Seventy-seven (77) North, of Range Twenty-six (26) West of the Fifth P.M., Madison County, Iowa

Said tract consists of 79.889 acres.

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. Resolution of the Board of Supervisors of Madison County, Iowa, approving said plat;
6. Agreement with County Engineer;
7. Declaration of Covenants, Conditions, and Restrictions;
8. Groundwater Statement
9. Madison County Soil and Water Conservation District Land Disturbing Activity Affidavit;


10. IDNR approved NPDES General Permit #2.



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

STATE OF IOWA, COUNTY OF MADISON:

This instrument was acknowledged before me on this 5th day of
Feb., 2007, by C. J. Nicholl.



Notary Public in and for said State of
Iowa

JANICE BOWERS
CLERK OF THE DISTRICT COURT
MADISON COUNTY
WINTERSSET, IOWA 50273

CONSENT OF OWNERS TO PLAT

The undersigned hereby state:

1. The undersigned are the Co-Owners of the real estate described as follows:

The North One-half of the Southwest Quarter (N 1/2 SW 1/4) of Section Seventeen (17), Township Seventy-seven (77) North of Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

2. The undersigned hereby consent to platting and subdividing the real estate described in paragraph 1 as depicted in the attached plat and known as Mayflower Subdivision, which plat was prepared by Vance and Hochstetler, P.C., Engineers, 110 W. Greene Street, Winterset, Iowa 50273.

Dated this 16th day of May, 2006.

Rose Mary Spellman
Rose Mary Spellman

Daniel J. Spellman
Daniel J. Spellman

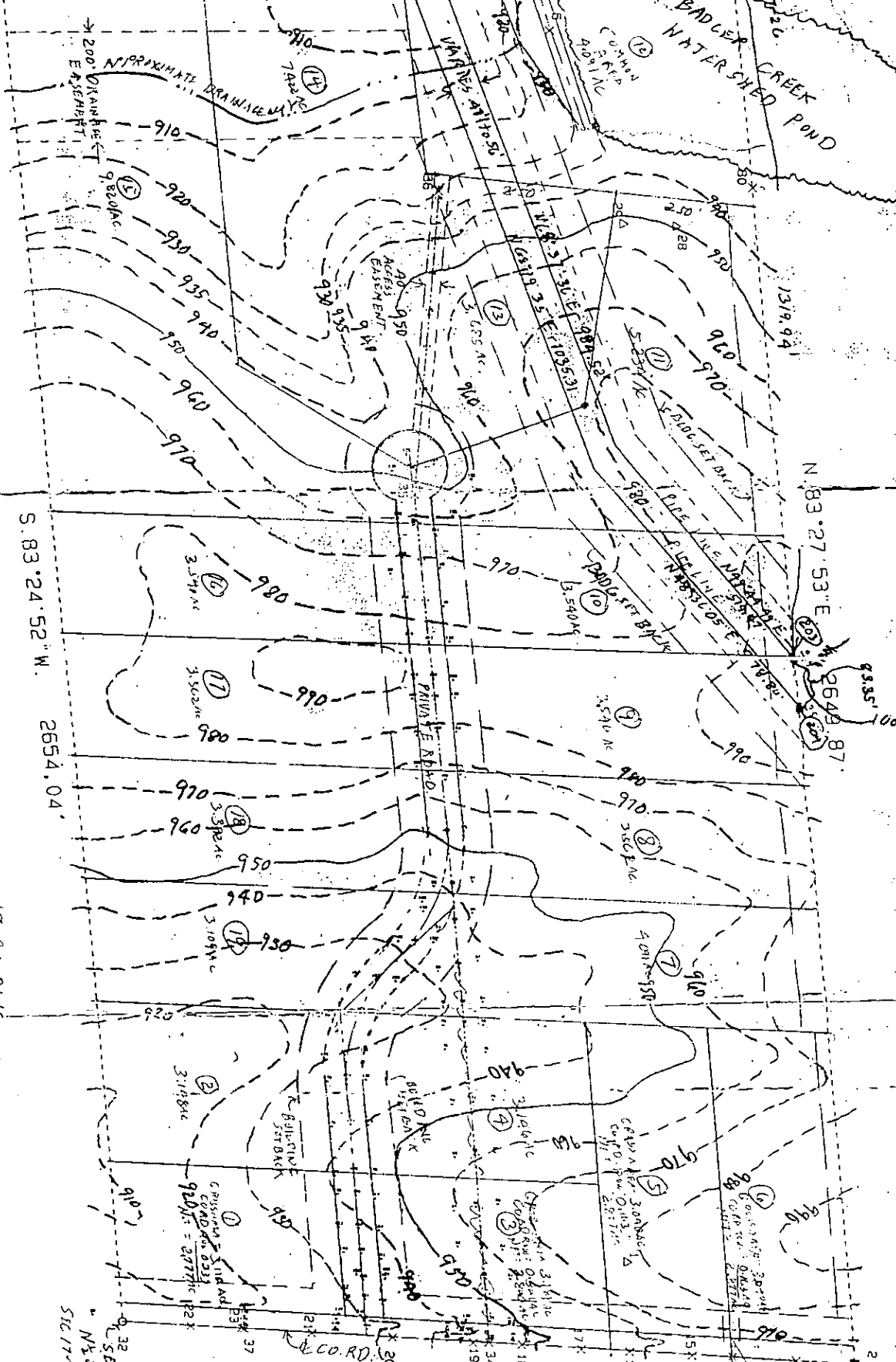
Martin E. Spellman
Martin E. Spellman

Patrick J. Spellman
Patrick J. Spellman

SW 1/4
N 1/2 SW 2
SEC 17-77-26

N. 00° 12' 02" E.

BADLER CREEK
WATER SHED POND



S. 83° 24' 52" W.

N. 83° 27' 53" E.

1/8 BUILDING LOTS

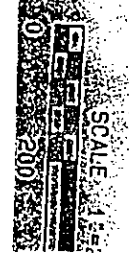
1 COMMON AREA

WATER ~~WATER~~ RURAL WATER
SEWER - THUNDER SYSTEMS

SPELLMAN FARM,
MADISON COUNTY, IOWA

S. 00° 01' 57" W. 1319.80

CENTER
SEC. 17-77-26



CONSENT TO PLAT

Farm Credit Services of America, mortgage holder of real estate described herein, consents to platting and subdivision of said real estate as per the attached plat. The real estate is described as follows:

The North One-half of the Southwest Quarter (N ½ SW ¼) of Section Seventeen (17), Township Seventy-seven (77) North of Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

Dated this 15th day of May, 2006.

Farm Credit Services of America

By: David R Mohr

Spellman, Spellman, Spellman, Spellman, Healhofer & Spellman

Attorneys and Counselors at Law

1024 Second Street, P. O. Box 550, Perry, Iowa 50220

515-465-5326

FAX 515-465-3193

Des Moines Office

Eighteenth Floor, Ruan Center

666 Grand Avenue, Des Moines, Iowa 50309

515-245-5444

Reply To: PERRY OFFICE

EDWARD M. SPELLMAN
1918 - 1995

MARTIN E. SPELLMAN*
DANIEL J. SPELLMAN
PATRICK J. SPELLMAN
G. MICHAEL KEALHOFER
THOMAS L. SPELLMAN
MARK E. SPELLMAN
CHRISTINE M. CREIGHTON
DANIEL JAY SPELLMAN
EDWARD M. (TED) SPELLMAN
ANNEMARIE SPELLMAN McDEVITT
*ALSO LICENSED IN NEBRASKA

November 13, 2006

To The Owners of Record
P.O. Box 550
Perry, IA 50220

Re: Title Opinion

Dear Folks:

I have on this date examined Abstract of Title No. 4955 containing 141 entries prepared by Security Abstract and Title Company, Inc. from the Government on November 7, 1855, to the 15th day of March, 2006, at 8:00 a.m. to the following described real estate, to wit:

The North Half (1/2) of the South West Quarter (1/4) of Section Seventeen (17) in Township Seventy-seven (77) North, of Range Twenty-six (26) West of the Fifth P.M., Madison County, Iowa.

Based upon said examination, I find merchantable title to said real estate to reside in Martin E. Spellman, Rose Mary Spellman, Daniel J. Spellman and Patrick J. Spellman subject to the following objections, criticisms and observations, to wit:

1. At Entry No. 130 is shown a mortgage from Martin E. Spellman, Patricia E. Spellman, Rose Mary Spellman, Daniel J. Spellman, Sally M. Spellman, Patrick J. Spellman and Kassie A. Spellman to Farm Credit Services of America, FLCA for \$110,000.00 dated September 27, 2002, and filed October 16, 2002, at Book 2002 Page 5105 of the Madison County Recorder's office. This is a lien upon the property.
2. At Entry No. 135 is shown a mortgage from Martin E. Spellman, Patricia E. Spellman, Rose Mary Spellman, Daniel J. Spellman, Sally M. Spellman, Patrick J. Spellman and Kassie A. Spellman to Farm Credit Services of America, FLCA for \$50,000.00 dated May 7, 2004, and filed May 18, 2004, at Rec. 2004 Page 2294 of the Madison County Recorder's office. This is a lien upon the property.
3. At Entry No. 93 is an easement in favor of Madison Soil Conservation District of Winterset, Iowa, for, among other things, the permanent storage and temporary detention of waters that are impounded, stored or detained by works of improvement. You should familiarize yourselves with the location of said easement and the impact upon the property under examination.

November 13, 2006

Page Two

4. At Entries No. 94 and 95 are shown easements in favor Northern Gas Products Company and Hydrocarbon Transportation, Inc., respectively for the construction, maintenance and operation of pipelines. You should familiarize yourselves with the location of said easements and the impact upon the property under examination.
5. At Entry No. 137 is noted an option for an electric line easement in favor of Mid American Energy Company. You should familiarize yourselves with the terms and conditions of the option and the impact upon the property under examination.
6. At Entry No. 143 is shown an Amendment to Pipeline Easement in favor of Kinder Morgan Operating L.P. "A" (KM) defining the width of the easement. You should familiarize yourselves with the location of said easement and the impact upon the property under examination.
7. At Entry No. 144 is shown a Notice of Exercise of Option by MidAmerican Energy Company for right-of-way easement for electric line easement upon, over, under, along and across the property under examination. You should familiarize yourselves with the location of said easement and the impact upon the property under examination.
8. The property under examination is subject to a comprehensive county zoning ordinance, as well as a joint public improvement agreement in favor of the city of Van Meter. You should familiarize yourself with the terms and conditions of the ordinance and agreement and the impact upon the property under examination.
9. The abstractor notes that a personal lien search has been conducted on Rose Mary Spellman, Martin E. Spellman, Patricia E. Spellman, Daniel J. Spellman, Sally M. Spellman, Patrick J. Spellman and Kassie A. Spellman to the date of continuation.
10. Attached hereto is a four-page attachment which is incorporated in this Title Opinion. Although we have no personal knowledge concerning matters set forth in the attachment to this Title Opinion, as to each of the matters listed, you should satisfy yourselves.

From the above and foregoing, it would appear that after the matters set forth have been met, good and merchantable title is in Martin E. Spellman, Rose Mary Spellman, Daniel J. Spellman, and Patrick J. Spellman.

Very truly yours,

SPELLMAN, SPELLMAN, SPELLMAN,
SPELLMAN, KEALHOFER AND SPELLMAN

By:



G. Michael Kealhofer
Title Guaranty No. 3224

GMK/dkf
Enclosure

CAUTIONARY INSTRUCTIONS

When purchasing real estate, you are required by law to take notice of and protect yourself from all matters affecting this property which you can observe from an ordinary, careful physical examination of the property itself, or inquiry with the seller. There are certain matters which cannot be ascertained from an examination of the abstract and which may affect your use of, enjoyment of, and rights in and to the real estate under examination. Accordingly, this title opinion is subject to and you must take notice of the following:

A. Plat and Boundaries: Normally, the Abstract of Title does not disclose information concerning setback requirements, easements, location, area, access to public streets, right of ways, encroachments, overlaps, boundary line disputes, and other matters affecting the property. Such matters cannot be assured by this opinion, but could be revealed by an accurate survey, inspection of the premises, and inquiry with the seller and/or possessor of the property.

B. Persons in Possession: You are charged with notice of the rights of persons in possession of the real estate or any portion thereof.

C. Zoning: The real estate under examination is subject to the zoning ordinances of the city or county stated above. You should determine whether the real estate complies with the applicable zoning.

D. Mechanics Lien: Persons furnishing labor as materials for improvement of the real estate within the last 90 days may be entitled to file a mechanic's lien if not paid. In such event, your lien or title may be subject to such a mechanic's lien. Such a claim would have precedence over the priority of your title or loan.

E. Special Assessments: Special assessments, preliminary assessments, and deficiency assessments are a lien from certification by the city or the county or other taxing jurisdiction to the County Treasurer. A lien for special assessments is not reported in the Abstract of Title and does not attach against the benefitted property until certification from the county treasurer's office, but such a lien has priority equivalent to real estate taxes. A lien which is not shown in the abstract may attach against the property for work preliminarily approved by the city council. The lien would have priority over your title or mortgage.

F. Municipal Services: Charges for certain municipal services provided by a city prior to your ownership, such as solid waste and sewage disposal, may be a lien against the real estate. A lien for municipal services is not reported in the Abstract of Title and does not attach to the benefitted property until certified to the county treasurer's office, but such a lien has priority equivalent to real estate taxes. A lien which is not shown in the Abstract may attach against the property for services already provided. The lien would have priority over your title or mortgage.

G. Environmental Matters: The Abstract of Title does not disclose the existence of hazardous substances, hazardous waste, hazardous materials, pollutants, contaminants, underground storage tanks, drainage wells, active or abandoned wells, and other environmentally regulated activities. You are cautioned that federal, state, and local legislation may, in the event there are environmental and/or public health violations, permit injunctive relief, and require "clean-up" such as removal and remedial actions. The cost of such "clean-up" may be a lien against the property and a personal liability. You may have liability even though you may not have disposed of hazardous wastes on the property or used any underground storage tanks.

H. Structures: The Abstract of Title does not disclose any structural defects of buildings on the property. For example, the structures may be affected by wood-eating insects. You should have any structures on the property inspected. If damage has occurred, it should be corrected to your satisfaction or arrangements made prior to taking possession.

I. Judgment Searches: Searches for judgments by the abstracter are limited to a ten-year period, however, certain installment judgments such as child support and alimony rendered in a decree of dissolution more than 10 years ago are a lien on the real estate of the obligor for ten years after the installment becomes due.

J. Restrictive Covenants: Use restrictions which are more than 21 years ago and which have not been preserved are no longer enforceable. Easements set forth in the use restrictions continue to be enforceable. Use restrictions filed within 21 years of the date of this title opinion, or use restrictions recorded more than 21 years ago which have been preserved, if any, are noted therein. You should review such use restrictions to determine how such restrictions affect your use of the property. If you wish to preserve the restrictions beyond 21 years after the date such restrictions were recorded, you should file a statement of preservation before the end of the 21-year period.

K. Bankruptcy: Bankruptcy proceedings affecting property may have been commenced in another county other than the county in which the property is located. The abstracter will not have searched such proceedings. If there is any reason to believe that there may have been or is currently a bankruptcy proceeding under way, a search of the appropriate bankruptcy court records should be made. We will note in our title opinion any bankruptcy proceedings which appear in the Abstract of Title to the property under examination.

L. Property Owners' Association: You should determine if there is a property owners' association. If such an association exists, there may be rules and regulations dealing with the use of the property and allowing the assessment of dues for the association. The assessment of dues would probably be a lien upon the property having priority over your mortgage. We will note in our title opinion the existence of a property owners' association if the Abstract of Title to the property under examination reveals the existence of a property owners' association.

M. Condominium Documents: We will not review the condominium documents. We will assume that they are proper in all respects and comply with the Iowa laws. We will note in our title opinion the existence of condominium documents if the condominium documents are shown in the Abstract of Title to the property under examination.

N. Governmental Regulations: In addition to zoning and environmental matters, there may be other federal, state, and local laws, ordinances, and regulations (collectively "Governmental Regulations") in effect from time to time that restrict, regulate, prohibit, or relate to the use, occupancy, or continued enjoyment of the property under examination. The effect of these Governmental Regulations is not revealed by the Abstract of Title. For example, use of the property for drug trafficking may result in the loss of the property even though you are not personally involved in, or aware of, the drug trafficking. This opinion is subject to any such Governmental Regulations, and the power exercised by any government entity pursuant to such Governmental Regulations.

O. Lead Base Paint Warning: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any


interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

CERTIFICATE OF THE COUNTY TREASURER
OF MADISON COUNTY

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:

The North Half (1/2) of the South West Quarter (1/4) of Section Seventeen (17) in Township Seventy-seven (77) North, of Range Twenty-six (26) West of the Fifth P.M., Madison County, Iowa.

DATED at Winterset, Iowa, this 3rd day of August, 2006.



G. JoAnn Collins, Treasurer of
Madison County, Iowa



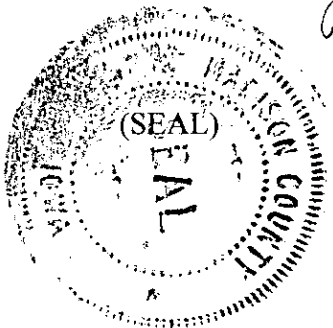
**APPROVAL OF SUBDIVISION PLAT NAME BY
MADISON COUNTY AUDITOR**

DATE: 02/07/2007

MAYFLOWER SUBDIVISION

Pursuant to Iowa Code 3454.6(2) and 354.11(6), we approve of the subdivision name or title and have no objections to this subdivision plat being recorded.

Signed Joan Welch
County Auditor of Madison County, Iowa
by Debby Corkrean, Deputy



Martin E. Spellman, 1024 Second Street, Perry, Iowa 50220; 515-465-5326

Martin E. Spellman, Rose Mary Spellman, Daniel J. Spellman, and Patrick J. Spellman

TO WHOM IT MAY CONCERN:

**Building Restrictions and Protective
Covenants for Mayflower Subdivision
in The North Half (1/2) of the South
West Quarter (1/4) of Section Seventeen
(17) in Township Seventy-seven (77)
North, of Range Twenty-six (26) West of
the Fifth P.M., Madison County, Iowa**

KNOW ALL MEN BY THESE PRESENTS:

Martin E. Spellman, Rose Mary Spellman, Daniel J. Spellman, and Patrick J. Spellman, as record titleholders and developers (herein collectively "Developer") of Mayflower Subdivision in The North Half (1/2) of the South West Quarter (1/4) of Section Seventeen (17) in Township Seventy-seven (77) North, of Range Twenty-six (26) West of the Fifth P.M., Madison County, Iowa, herein the Mayflower Subdivision, do hereby establish and place the following building restrictions and protective covenants and do hereby reserve certain easements, all as hereinafter specifically set forth, on the following described real property:

Lots 1 through 11, inclusive, and Lots 13 through 19, inclusive, in Mayflower Subdivision, The North Half (1/2) of the South West Quarter (1/4) of Section Seventeen (17) in Township Seventy-seven (77) North, of Range Twenty-six (26) West of the Fifth P.M., Madison County, Iowa,

an official plat of record in Madison County, Iowa.

I. DESIGNATION OF USE

The Lots, shall be known and described as residential Lots and shall not be improved, used, or occupied for other than private single-family residential purposes.

II. BUILDING AREA

No dwelling shall be constructed upon or permitted to remain upon any Lot in this subdivision, unless it meets the following floor area requirements:

- A. One-story dwelling must have a ground floor finished area of not less than 1,350 square feet.
- B. One and one-half story and two story dwellings must have the ground floor and second floor combined of not less than 1,700 square feet of finished area.
- C. In the computation of floor area, the same shall not include porches, breezeways, or garages.

III. DESIGN AND CONSTRUCTION

- A. No mobile home or Manufactured Homes, as defined in the Code of Iowa, shall be placed or erected on any Lot.
- B. No building shall be erected on any Lot nearer than the building setback lines as shown on the recorded plat.
- C. All dwellings must have, at a minimum, an attached, two car garage with a double width paved driveway from the garage to street. An additional garage, not to exceed two (2) cars, for the family use, shall be permitted provided said additional garage is located behind the dwelling so as to meet the City of Waukees's building requirements if they were applicable, and further be located a minimum of twenty-five (25) feet behind said dwelling. This provision shall not be construed to permit the building of two (2) garages unless one (1) is attached to the dwelling.
- D. No more than eighteen inches (18") of concrete block, poured concrete or clay file foundation shall be exposed on any building and any such exposed materials shall be painted or covered with brick or stone veneer.
- E. Any dog run, trash receptacle, tool shed or other outside structure of like nature shall be properly screened by reasonable shrubbery or decorative fence or both.
- F. All building structures or improvements of any kind must be completed within twelve (12) months of commencement date of construction.
- G. No above-ground or non-permanent swimming pools shall be permitted on any Lot.
- H. No more than one (1) outbuilding shall be permitted on any Lot which building shall not be larger than one thousand five hundred (1,500) square feet.

IV. COVENANT FOR MAINTENANCE ASSESSMENTS

The Developer and each Owner of a Lot by acceptance of a deed therefore is deemed to covenant and agree to pay to the Developer (or a homeowner's association, if any) assessments as provided in this document. The assessments levied by the Developer (or the Association, if any) together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon a Lot against which each such assessment is made, senior to all liens except mortgages of record and any ad valorem taxes. Such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the Owner of the Lot at the time when the assessment was made by the Developer (or the Association, if any). The personal obligation for delinquent assessment shall pass to the Owner's successor in title. The assessment levied by the Developer (or the Association, if any) shall be for the exclusive purpose of maintaining any common area, including any private drives. Such maintenance activities shall include, but not limited to, snow removal, utilities, insurance, landscaping management and a reasonable management fee, real estate taxes due on any common area, if any, and any legal or other costs of enforcement of this declaration together with any reasonable reserves as the Developer (or the Association, if any) deems necessary.

Rates of Assessment. The assessments levied upon and against the property and the Owners thereof, shall be a share of the total amount of each assessment prorated to each Lot covered by this document.

Procedures. Notice of assessments may be given by mail addressed to the last known or usual post office address of the Owner of an assessable Lot and deposited in the United States mail with postage prepaid. Each assessment shall become due and payable within thirty (30) days after notice is given. Any assessments which remain unpaid after this thirty (30) day period shall bear interest at the rate of 10% per annum until paid in full and such assessment and interest shall constitute a lien upon the assessable Lot.

V. TEMPORARY STRUCTURE OR EQUIPMENT

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

VI. RECREATIONAL VEHICLES AND BOATS

No recreational vehicle or boat shall be parked so that such vehicle or boat is visible from the street or adjacent Lots for a period of time longer than one (1) week in any calendar year.

VII. RUBBISH CONTAINERS

No rubbish container shall be visible from the street except on pick-up day and one (1) day before and one (1) day after pick-up day.

VIII. TOWERS AND ANTENNAS

No television, radio, microwave, or other communications antenna, tower, or receive, including satellite dishes shall be allowed on any Lot or on any building constructed on a Lot, except a freestanding antenna, tower, or receiver not to exceed six (6) feet in height and two (2) feet in diameter or width, shall be allowed in the rear yard of a Lot provided the same is screened from the neighboring residences and streets by landscaping or fences or both. Developer hereby reserves the right, in Developer's sole discretion, to amend this section at any time so long as it owns at least one (1) Lot.

IX. NUISANCES

No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance, either temporarily or permanently.

X. LIVESTOCK AND POULTRY PROHIBITED

No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other common household pets may be kept so long as they are not kept, bred, or maintained for commercial purposes. In no event, however, shall more than two (2) dogs be maintained on any one (1) Lot at any one time. Dogs must be tied or fenced or kept in a dog run. Provided, however, one (1) horse may be kept.

XI. LANDSCAPING AND SIGHT LINES

- A. Following construction of the residential dwelling on any Lot, the front yard, side yard, and thirty-five (35) feet of the rear yard measured from the rear of the dwelling structure shall be fully sodded, and the remainder of the Lot must be seeded and/or sodded.
- B. No hedge or shrub planting which obstructs sight-lines at elevations between two (2) and ten (10) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner within the triangular area formed from the intersection of the street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

XII. EASEMENTS

Certain perpetual easements are reserved as shown in the recorded plat. A perpetual ingress/egress/utilities easement is reserved burdening Lots number 1, 2, 3, 4, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, and Outlot A, the common area, described in the plat as containing 4.091 acres. Said easement area is as depicted in the recorded Mayflower Subdivision plat.

A perpetual ingress/egress/utilities easement is reserved as depicted in the recorded Mayflower Subdivision plat for access to the common area described in said plat as "40 foot access easement." Said easement to the common area is reserved burdening Lots number 13, 14, and Outlot A, the common area, described in said recorded Mayflower Subdivision plat. All perpetual easements referred to herein are for the benefit of all Lots contained in the recorded plat of the Mayflower Subdivision. No owner of any Lot shall erect nor permit the erection of any building, structure, or fence of any kind within any Easement Area which would interfere in any way with the use and enjoyment of the Easement Area; and no owner of any Lot shall park or allow the parking of any vehicles within the Easement Areas which would interfere with the use and enjoyment of the Easement Areas.

XIII. FENCES

Developer will have caused to be constructed within one (1) year of final approval by the Madison County Board of Supervisors a five-wire legal fence on the north and west boundaries and a four-wire legal fence on the south boundary of the subdivision. Privacy fences permitted. Chain link fences used must be four (4) feet or less in height. No fence shall extend closer to the street than the rear edge of any residence. On corner Lots, no fence shall extend beyond the building setback line on side street.

XIV. WEED CONTROL

The owner or person in possession of each Lot, whether vacant or improved, shall keep the same free of debris and shall keep the same mowed so that the grass and plantings do not exceed six (6) inches in height. Each owner agrees that after written notice given by certified mail to such owner or person in possession by any property owner owning property within five hundred (500) feet of such Lot, such weeds shall be cut and/or such debris shall be removed within fifteen (15) days.

XV. MISCELLANEOUS

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until the 15th day of November, 2026, prior to which time said covenants may be extended to an additional period of twenty-one (21) years by filing a claim in accordance with Sections 614.24 and 614.25 of the Code of Iowa (2004) as amended.

If the owner or person in possession of any Lot in MAYFLOWER SUBDIVISION violates or attempts to violate any of the covenants or restrictions herein established before said restrictions or covenants expire or have been removed, as provided herein, it shall be lawful for any person or persons owning any other Lots in said plat to prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

The building restrictions and protective covenants for the Mayflower Subdivision shall not be effective nor in force nor in effect until the date of recording the deed or contract of conveyance with the Madison County, Iowa, Recorder of the first Lot of Lots number 1

through 18 of the Mayflower Subdivision plat sold by Developers and Owners of the Mayflower Subdivision. The building restrictions and protective covenants for Mayflower Subdivision shall be null and void in the event the final plat for Mayflower Subdivision is not approved by the Madison County Board of Supervisors.

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

Dated this 14th day of Nov., 2006.

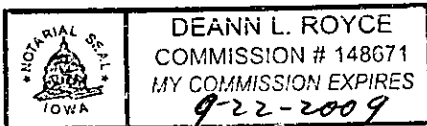
Martin E. Spellman
Martin E. Spellman, Co-Owner and Developer

Rose Mary Spellman
Rose Mary Spellman, Co-Owner and Developer

Daniel J. Spellman
Daniel J. Spellman, Co-Owner and Developer

Patrick J. Spellman
Patrick J. Spellman, Co-Owner and Developer

Subscribed and sworn to by me on this 14th day of November, 2006.



Deann L. Royce
Notary Public in and for the State of Iowa

**RESOLUTION APPROVING FINAL PLAT
OF MAYFLOWER 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 Mayflower Subdivision; and

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

The North Half (1/2) of the South West Quarter (1/4) of Section Seventeen (17) in Township Seventy-seven (77) North, of Range Twenty-six (26) West of the Fifth P.M., Madison County, Iowa

Said tract consists of 79.889 acres.

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, Martin E. Spellman, Rose Mary Spellman, Patrick J. Spellman, and Daniel J. Spellman.

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 a certified statement from the Treasurer of Madison County, Iowa, that said platted land is free from taxes and Consent to Platting by Farm Credit Services of America which holds a mortgage against said real estate.

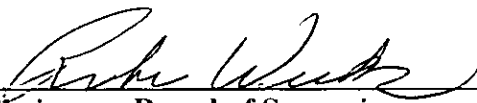
WHEREAS, the Board of Supervisors, Madison County, Iowa, finds that said plat conforms to the provisions of the Zoning Ordinance of Madison County, Iowa, and that the plat, papers, and documents presented therewith should be approved by the Board of Supervisors, and that said plat, known as Mayflower 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 Mayflower 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 23rd day of January, 2006.



Chairman, Board of Supervisors,
Madison County, Iowa

ATTEST:



Madison County Auditor

AGREEMENT

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The proprietors of Mayflower Subdivision, a plat of the following described real estate:

The North Half (1/2) of the South West Quarter (1/4) of Section Seventeen (17) in Township Seventy-seven (77) North, of Range Twenty-six (26) West of the Fifth P.M., Madison County, Iowa.

Said plat consists of 79.889 acres.

hereby agree that all private roads located within Mayflower 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: MAYFLOWER SUBDIVISION

Martin E. Spellman 7-21-06
Martin E. Spellman

Rose Mary Spellman 7-21-06
Rose Mary Spellman

Patrick J. Spellman 7-26-06
Patrick J. Spellman

Daniel J. Spellman 7-26-06
Daniel J. Spellman

Todd R. Hagan 7/28/06
Todd Hagan, Madison County Engineer



October 23, 2006

Irrevocable Standby Letter of Credit #202

Madison County, Iowa
Attn: Jeff Nicholl, Madison County Zoning Administrator

Re: Mayflower Subdivision, Madison County, Iowa; Owners and Developers: Martin E. Spellman, Rose Mary Spellman, Daniel J. Spellman, and Patrick J. Spellman (our "Clients").

By order of our Clients, we hereby open in favor of Madison County, Iowa, our irrevocable standby Letter of Credit Number 202, for an amount not to exceed in the aggregate Seventy-five Thousand U.S. dollars (\$75,000.00). This letter of credit is effective beginning at Noon CST on the 23rd day of October, 2006, upon notice by facsimile or telephone from a representative of Madison County, Iowa, requirements for the Mayflower Subdivision with respect to construction and completion of the road, fences, and shared driveway within one year of the date of the final approval of the Mayflower Subdivision plat by the Madison County Board of Supervisors. This Letter of Credit expires at our office on the 23rd day of January, 2008.

Funds hereunder are available to Madison County, Iowa, by wire payment upon presentation by a representative of Madison County, Iowa, of a demand on us of a signed statement (with blacks filled in) stating:

This drawing of U.S. \$ _____ is due Madison County, Iowa, under your Letter of Credit No. _____ dated the ____ day of _____.

Upon receipt of your demand by hand, mail, or express mail at our office on or before the close of business on the expiration date specified above, we will honor the demand and make payment by funds transfer no later than our close of business on the following business day.

•
Adel
515-993-4581

•
Bagley
641-427-5234

•
Dallas Center
515-992-9200

•
Minburn
515-677-2258

•
Perry
515-465-3521

Address all communications regarding the Letter of Credit as follows, making specific reference to the Letter of Credit number indicated above:

Raccoon Valley Bank Phone # 515-465-3521 Fax # 515-465-4346

RACCOON VALLEY BANK

Charles B. Painter
Senior Vice President



Member FDIC

www.raccoonvalleybank.com

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 the statements I make herein, I, Patrick J. Spellman, being first duly sworn under oath, do solemnly swear to affirm that:

I plan to engage in the following land disturbing activity:

The established starting date is 06-01-2007 The estimated completion date is 08-01-2007

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

The North Half of the Southwest Quarter of Section 17, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa.

As owner or occupant of the land describe above, I am aware that I 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.

I am 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 describe above will be conducted in a manner that will insure compliance with the soil loss limit regulations.

Upon filing this affidavit, I am given authority to start the land disturbing activity. I also assume responsibility for all land disturbing activities conducted on this property by myself or other people or entities I represent. This authority covers only the land and land disturbing activity describe above.

I am the (underline the appropriate) owner of the land, authorized officer of corporate owner, partner, other _____ (specify) and have full authority to enter into this agreement on behalf of Mayflower Subdivision (self or name of entity) and to fully bind Mayflower Subdivision (self or name of entity) to comply with the representations contained herein.

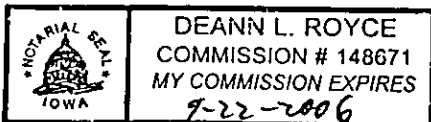
CORPORATE SEAL:

Patrick J. Spellman
Patrick J. Spellman Name
Official title: Mayflower Subdivision

On behalf of: _____
Name of entity seeking permission to engage in land disturbing agreement

If a corporation has not adopted a corporate seal, the affiant shall so state: "I hereby certify that the above-named corporation has not adopted a corporate seal."

Subscribed and sworn to before me on this 11th day of September, 2006. Name and Office



X Deann L. Royce
Notary Public in and for State of Iowa



DEPARTMENT OF NATURAL RESOURCES

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

JEFFREY R. VONK, DIRECTOR

September 18, 2006

PATRICK J. SPELLMAN
1024 SECOND STREET
P.O. BOX 550
PERRY, IA 50220

Re: Authorization of a Storm Water Discharge Associated With Construction Activity
Iowa Department of Natural Resources, NPDES General Permit No.2
DNR Authorization Number: IA - 12455 - 12233
Facility Name and Location: MAYFLOWER SUBDIVISION, WINTERSET, IA

Dear PATRICK J. SPELLMAN:

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

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

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

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

Sincerely,

Joe Griffin
NPDES Section
Environmental Protection Division

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

File No. CON-11 - 4 - 1 -- 12455
IDNR Field Office #5

DEAR STORM WATER DISCHARGER:

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

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

DNR Permit Number: IA - 12455 - 12233

Contact Person: PATRICK J. SPELLMAN

Contact Address:

1024 SECOND STREET

P.O. BOX 550

PERRY, IA 50220

Telephone: (515)465-5326



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

JEFFREY R. VONK, DIRECTOR

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

STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY

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

Owner: MARTIN SPELLMAN, DANIEL SPELLMAN,
 PATRICK SPELLMAN & ROSE MARY SPELLMAN
 1024 SECOND STREET
 P.O. BOX 550
 PERRY IA 50220
 (515)465-5326

Permit Coverage Issued To:
 MAYFLOWER SUBDIVISION
 TIMBER RIDGE AVE, 1/2 MILE SOUTH OF 120TH ST.
 in WINTERSET, MADISON COUNTY
 located at

1/4 Section	Section	Township	Range	Latitude			Longitude		
				Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
SW	17	77N	26W						

Coverage Provided Through: **9/18/2007**
 NPDES Permit Discharge Authorization Number: **12455 - 12233**
 Discharge Authorization Date: **9/18/2006**

Project Description: CONSTRUCTION ACTIVITIES ASSOCIATED WITH A RESIDENTIAL SUBDIVISION. 3 ACRES.

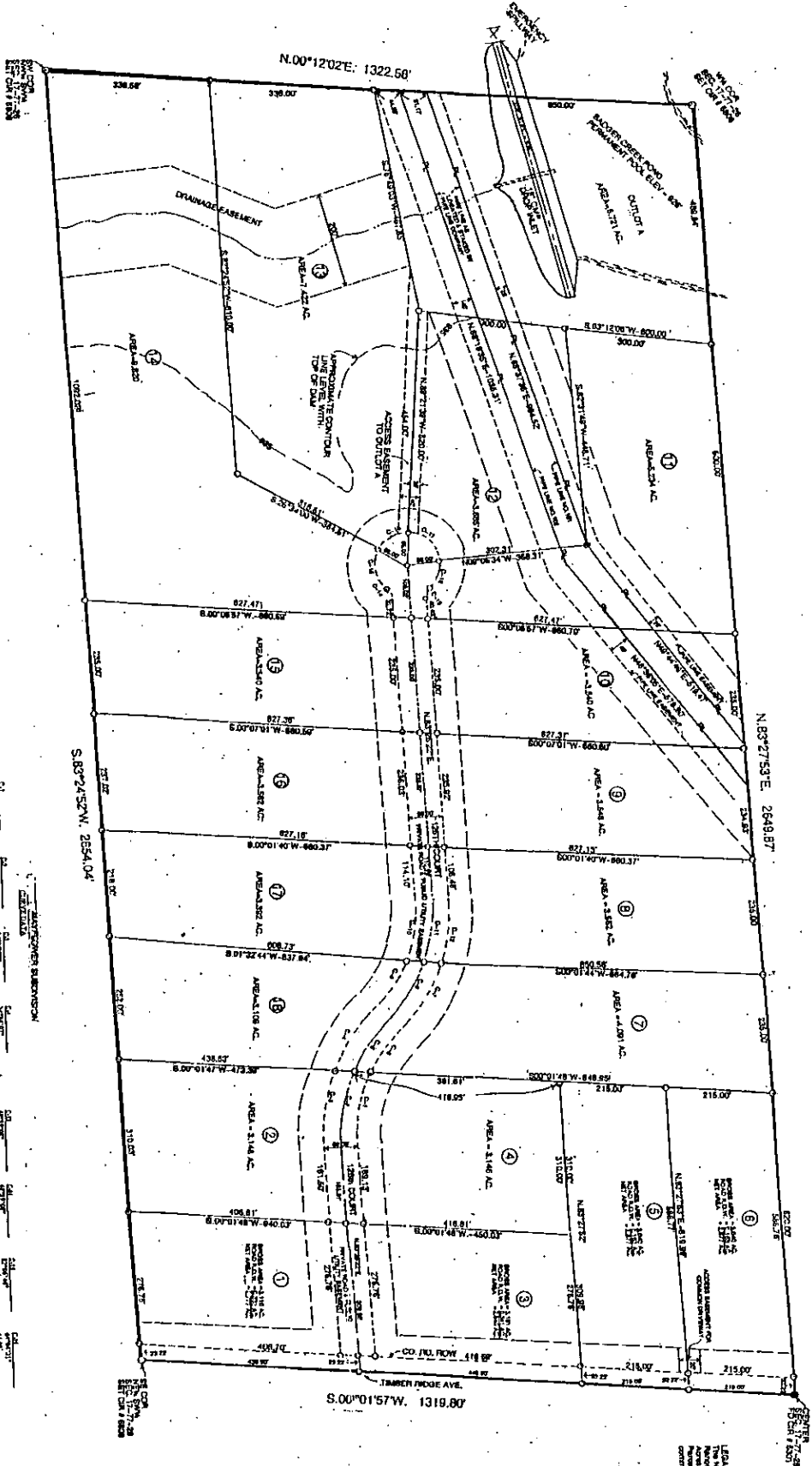
LISA SMITH, COUNTY RECORDER
MADISON IOWA

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

LICENSED LAND SURVEYOR
IOWA
J.M. HOCHSTETLER
#6808

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

J.M. Hochstetler
J.M. HOCHSTETLER
License number 6808 Date 11/5/07
My license renewal date is December 31, 2007
Pages or sheets covered by this seal: 1



MAYFLOWER SUBDIVISION

Lot	Area	Owner	Notes
1	1.146 AC	...	...
2	1.146 AC	...	...
3	1.146 AC	...	...
4	1.146 AC	...	...
5	1.146 AC	...	...
6	1.146 AC	...	...
7	1.146 AC	...	...
8	1.146 AC	...	...
9	1.146 AC	...	...
10	1.146 AC	...	...

FINAL PLAT
MAYFLOWER SUBDIVISION

OWNER/DEVELOPER:
MAYFLOWER SUBDIVISION, LLC
107 SECOND STREET
PERRY, IOWA 50220
PH. (515) 455-5325

LAND SURVEYORS/ENGINEERS
VANCE & HOCHSTETLER P.C.
CONSULTING ENGINEERS
110 WEST GREEN ST.
WINTERSSET, IOWA 50273

NOTES

1. Surveyed by Vance & Hochstetler, P.C.
2. Surveyed on 11/5/07.
3. All lot areas are approximately 1.146 acres.
4. The drainage easement is 150 feet wide.
5. The utility easement is 10 feet wide.
6. The subdivision is bounded by N.00°12'02\"/>

SCALE 1" = 40'

0 CURVED FROM ROAD DEVIATION TO BE SET
○ CURV. DATA
- - - - - DRAINAGE LINE
- - - - - UTILITY LINE
- - - - - FRONT 150' WIDE EASEMENT
- - - - - FRONT 10' WIDE EASEMENT
- - - - - BEHIND 10' WIDE EASEMENT
X CALCULATED POINT (NOTHING SET)

LEGAL DESCRIPTION
A certain portion of the Quarter of Section 17, Township 77 North, Range 23 West of the 5th N.M. Meridian, County of Madison, State of Iowa, containing 10.146 acres, more or less, as shown on the attached plat, and being a portion of the original site owned by the Mayflower Subdivision, LLC.