

**PLAT AND CERTIFICATE  
FOR  
GREEN VALLEY SUBDIVISION, PLAT 1  
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 Green Valley Subdivision, Plat 1, Madison County, Iowa; and, that the real estate comprising said plat is described as follows:

A Parcel located in the West Fractional Half of the Northwest Quarter of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M.; Madison County, Iowa, more particularly described as follows:

Beginning at the West Quarter corner of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence North 00°07'11" West, 2643.27 feet to the Northwest corner of said Section 19; thence South 89°32'40" East, 600.00 feet along the North line of the Northwest Fractional Quarter of the Northwest Quarter of said Section 19; thence South 00°07'11" East, 1670.00 feet; thence South 19°39'16" West, 441.85 feet; thence South 34°26'44" West, 670.66 feet to a point on the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19; thence North 89°27'01" West, 70.00 feet along the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19 to the Point of Beginning. Said Parcel contains 31.36 acres, including 3.37 acres of County Road right-of-way. This Subdivision Plat is divided into 8 lots.

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

- 1) Dedication of Plat of Green Valley Subdivision, Plat 1, Madison County, Iowa;
- 2) Consent of Mortgagee, Earlham Savings Bank;
- 3) Attorney's Opinion;
- 4) Certificate of Treasurer;

- 5) Agreement with Madison County Engineer;
- 6) Ground Water Statement;
- 7) Land Disturbing Affidavit;
- 8) Covenants, Conditions and Restrictions;
- 9) Resolution Approving Final Plat of Green Valley Subdivision, Plat 1, Madison County, Iowa, by the Madison County Board of Supervisors;
- 10) Consent of County Auditor to name of subdivision;
- 11) Resolution No. 07-12 of the City of Earlham.

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

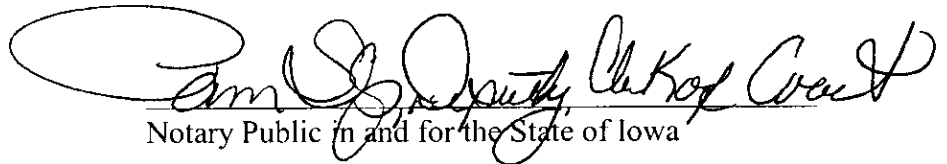
Dated this 19<sup>th</sup> day of September, 2007.



C.J. Nicholl, Madison County  
Zoning Administrator

STATE OF IOWA, MADISON COUNTY, ss:

On this 19<sup>th</sup> day of September, 2007, before me, the undersigned, a Notary Public in and for the said State, personally appeared, C.J. Nicholl, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Notary Public in and for the State of Iowa

**DEDICATION OF PLAT  
OF  
GREEN VALLEY SUBDIVISION, PLAT 1**

KNOW ALL MEN BY THESE PRESENTS:

That Lloyd D. McNair and Lori L. McNair, Husband and Wife, do hereby certify that they are the sole owners and proprietors of the following-described real state:

A Parcel located in the West Fractional Half of the Northwest Quarter of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the West Quarter corner of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence North 00°07'11" West, 2643.27 feet to the Northwest corner of said Section 19; thence South 89°32'40" East, 600.00 feet along the North line of the Northwest Fractional Quarter of the Northwest Quarter of said Section 19; thence South 00°07'11" East, 1670.00 feet; thence South 19°39'16" West, 441.85 feet; thence South 34°26'44" West, 670.66 feet to a point on the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19; thence North 89°27'01" West, 70.00 feet along the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19 to the Point of Beginning. Said Parcel contains 31.36 acres, including 3.37 acres of County Road right-of-way. This Subdivision Plat is divided into 8 lots.

That the subdivision of the above-described real estate as shown by the preliminary Plat of Green Valley Subdivision, Plat 1 is with the free consent and in accordance with the owners' desire as owners of said real estate.

DATED this 3 day of July, 2007.

Lloyd D. McNair

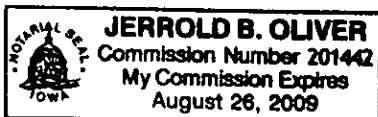
Lloyd D. McNair

Lori L. McNair

Lori L. McNair

STATE OF IOWA, COUNTY OF Madison

This instrument was acknowledged before me on this 3 day of July, 2007 by Lloyd D. McNair and Lori L. McNair.



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

**CONSENT TO PLATTING  
BY EARLHAM SAVINGS BANK**

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

A Parcel located in the West Fractional Half of the Northwest Quarter of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the West Quarter corner of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence North 00°07'11" West, 2643.27 feet to the Northwest corner of said Section 19; thence South 89°32'40" East, 600.00 feet along the North line of the Northwest Fractional Quarter of the Northwest Quarter of said Section 19; thence South 00°07'11" East, 1670.00 feet; thence South 19°39'16" West, 441.85 feet; thence South 34°26'44" West, 670.66 feet to a point on the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19; thence North 89°27'01" West, 70.00 feet along the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19 to the Point of Beginning. Said Parcel contains 31.36 acres, including 3.37 acres of County Road right-of-way. This Subdivision Plat is divided into 8 lots.

in accordance with the ordinances of Madison County, Iowa, and the laws of the State of Iowa. The undersigned holds two mortgages against said real estate of which one was granted to Union State Bank in the principal amount of \$344,000.00 dated April 4, 2005, and filed April 6, 2005, in Book 2005, Page 1473 of the Recorder's Office of Madison County, Iowa, and the other was granted to Union State Bank in the principal amount of \$61,094.00 dated March 31, 2006, and filed April 19, 2006, in Book 2006, Page 1527 of the Recorder's Office of Madison County, Iowa.

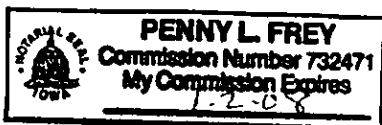
Dated this 3 day of July, 2007.

Earlham Savings Bank

By Robert J. Kress

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 3 day of July, 2007, by Robert J. Kress as Vice President of Earlham Savings Bank.



Penny L. Frey  
Notary Public in and for said State

**ATTORNEY'S OPINION FOR FINAL PLAT  
OF  
GREEN VALLEY SUBDIVISION, PLAT 1**

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 May 1, 2007, at 4:03 P.M., by Madison County Abstract Company, purporting to show the chain of title to the following described property, which is the real property contained in Green Valley Subdivision Madison County, Iowa:

A Parcel located in the West Fractional Half of the Northwest Quarter of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the West Quarter corner of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence North 00°07'11" West, 2643.27 feet to the Northwest corner of said Section 19; thence South 89°32'40" East, 600.00 feet along the North line of the Northwest Fractional Quarter of the Northwest Quarter of said Section 19; thence South 00°07'11" East, 1670.00 feet; thence South 19°39'16" West, 441.85 feet; thence South 34°26'44" West, 670.66 feet to a point on the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19; thence North 89°27'01" West, 70.00 feet along the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19 to the Point of Beginning. Said Parcel contains 31.36 acres, including 3.37 acres of County Road right-of-way. This Subdivision Plat is divided into 8 lots.

In my opinion, merchantable title to the above described property is in Lloyd Dale McNair and Lori Lee McNair, Husband and Wife, as Joint Tenants with Full Rights of Survivorship and Not as Tenants Common subject to the following liens and encumbrances:

1. Entry No. 175 shows an Open End Mortgage from Lloyd Dale McNair and Lori Lee McNair, Husband and Wife, to Earlham Savings Bank in the principal amount of \$800,000.00, dated and filed May 1, 2007, in Book 2007, Page 1795 of the Recorder's Office of Madison County, Iowa. This Mortgage is a first lien against the real estate under examination.

The abstract shows an Easement to Madison County, Iowa, for road purposes dated and filed April 23, 1963, in Deed Record 93, Page 83 of the Recorder's Office of Madison County, Iowa.

JORDAN, OLIVER & WALTERS, P.C.

By *Jerrold B. Oliver*

Jerrold B. Oliver  
Farmers & Merchants Bank Bldg.  
PO BOX 230  
Winterset, IA 50273  
Telephone: (515)462-3731  
Facsimile: (515)462-3734

# CERTIFICATE OF THE COUNTY TREASURER OF MADISON COUNTY, IOWA


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

A Parcel located in the West Fractional Half of the Northwest Quarter of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the West Quarter corner of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence North 00°07'11" West, 2643.27 feet to the Northwest corner of said Section 19; thence South 89°32'40" East, 600.00 feet along the North line of the Northwest Fractional Quarter of the Northwest Quarter of said Section 19; thence South 00°07'11" East, 1670.00 feet; thence South 19°39'16" West, 441.85 feet; thence South 34°26'44" West, 670.66 feet to a point on the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19; thence North 89°27'01" West, 70.00 feet along the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19 to the Point of Beginning. Said Parcel contains 31.36 acres, including 3.37 acres of County Road right-of-way. This Subdivision Plat is divided into 8 lots.

DATED at Winterset, Iowa, this 28<sup>th</sup> day of June, 2007.

  
G. JoAnn Collins, Treasurer of Madison County,  
Iowa

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

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

Green Valley Subdivision

For property located at:

The Northwest Quarter of Section 19, Township 77 North, Range 28  
West of the 5th P.M., Madison County, Iowa.

And owned by:

Lloyd D. & Lori L. Mc Nair

Has been reviewed and approved on the 15 day of February 2007

By the Auditor, Madison County, Iowa.

  
Joan Welch, Auditor



**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
GREEN VALLEY, PLAT 1  
MADISON COUNTY, IOWA**

Lloyd D. McNair and Lori L. McNair, husband and wife, hereinafter referred to as

“Declarants”, are the fee simple owners and record titleholders of the following-described real estate:

A Parcel located in the West Fractional Half of the Northwest Quarter of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the West Quarter corner of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence North 00°07'11" West, 2643.27 feet to the Northwest corner of said Section 19; thence South 89°32'40" East, 600.00 feet along the North line of the Northwest Fractional Quarter of the Northwest Quarter of said Section 19; thence South 00°07'11" East, 1670.00 feet; thence South 19°39'16" West, 441.85 feet; thence South 34°26'44" West, 670.66 feet to a point on the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19; thence North 89°27'01" West, 70.00 feet along the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19 to the Point of Beginning. Said Parcel contains 31.36 acres, including 3.37 acres of County Road right-of-way. This Subdivision Plat is divided into 8 lots.

which real estate is being platted as Green Valley Subdivision, Plat 1, Madison County, Iowa.

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

ARTICLE I.

Definitions

Section 1. “Association” shall refer to Green Valley Homeowners Association, 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 Common Area.

Section 4. "Common Area" shall mean and refer to the roadways, if any, including the improvements thereon, which shall be for the use and enjoyment of the. The Common Area shall also be all portions of paving, rock roads, and utilities located in the Common Area.

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 "Common Area": (a) The access roads constructed by the Declarants 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.

Section 7. "Mobile home" means any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways and so designed, constructed, or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons; but shall also include any such vehicle with motive power not registered as a motor vehicle in Iowa. A "mobile home" is not built to a mandatory building code,

contains no state or federal seals, and was built before June 15, 1976.

Section 8. "Manufactured home" means a factory-built structure built under the authority of 42 U.S.C. § 5403, that is required by federal law to display a seal from the United States Department of Housing and Urban Development, and was constructed on or after June 15, 1976.

## ARTICLE II.

### Property Rights and Maintenance

Section 1. Owners' Easements and Enjoyment. Every Owner shall have a right and easement and enjoyment in and to the Common 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 Common 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. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family or his tenants.

Section 3. Association Responsibility Elements. No person, other than the owner of a Lot, his or her invitees and other users of the roads, 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 Common Area at reasonable times for the following purposes: (a) Enforcement of any provision of this Declaration or the Articles of Incorporation or the By-Laws of the Association. (b) Mowing and maintenance of grass areas. (c) Snow removal. (d) Inspection, maintenance or repair of any Association Responsibility Element. and (e) For any other reasonable purpose of the Association.

Section 4. Maintenance. The Association shall be responsible for the maintenance of the

Common Area and the improvements thereon, as well as the Association Responsibility Elements as herein defined.

### ARTICLE III.

#### 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.

Section 3. Notwithstanding any other provisions of this Declaration, the Declarants, its successors and assigns, shall be the sole voting membership of the Association until Declarants no longer owns any portion of the property, or until Declarants waives in writing this right to be the sole voting membership, whichever first occurs. While the sole voting member the Declarants, its successors and assigns, shall have the right to elect all Directors of the Association. Declarants 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. Creation of Liens and Personal Obligations of Assessments. The Declarants, 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 Common 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.

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 Common Area, which shall include the surfacing or maintenance of any such roads.

Written notice of any meeting called for the purpose of taking any action authorized under this Section shall be sent to all Members entitled to vote not less than 10 days nor more than 30 days in advance of the meeting. The acts approved by a majority of lot holders present at the meeting shall constitute acts of the members.

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, except as otherwise specifically provided herein.

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 Common 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 Common Area, the Association shall be

responsible for the repair and restoration of the Common 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 Common 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. Each Owner, or group of Owners, shall also be responsible for servicing their private mechanical sanitary sewer systems or any other type of sewer system used, per manufacturers or designers recommendations but in no case less than annually, as well as maintaining same so as to be in compliance with all health, safety and other local, county, state and federal codes, rules, regulations or laws of every kind or nature applicable thereto. Further, each Owner, or group of Owners, shall supply written proof and documentation of the routine maintenance of their respective private mechanical sanitary sewer system, or other system used, to the Association, as the Association requires from time to time. If Owner, or group of Owners, does not comply with this requirement, and after written notice by the Association (in the form as set by the Association), the Association may, but is not required to, treat the respective Owner or Owner's sewer system as an "Association Responsibility Element", enter upon the Lot(s), and inspect, service, repair and/or maintain said sewer system as the association sees fit, and charge the cost of same directly to the respective Lot Owner or Owners as a Special Assessment, as elsewhere provided.

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. No lot shall be assessed with any assessment provided for in this Article until a home is erected and completed on said lot.

#### 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 30 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. This Article shall not apply to construction, improvements or alterations made by the Declarants.

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



## ARTICLE VI.

### Easements

Each Lot is burdened with an easement for surface drainage for the benefit of all other Lots and Common Areas. Each Lot 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 Lot and the Common 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. Copies of the Articles of Incorporation and Bylaws are attached hereto as Exhibits "A" and "B".

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

- (a) All lots in said plat shall be used only for single-family residential purposes. No structure shall be erected on any lot except the residential dwelling structure, which shall be at least 1250 square feet in area, a one- to three-car garage and certain accessory buildings provided that accessory buildings other than garages may not be erected in excess of 1000 square feet in area. No mobile homes, earth homes, manufactured

homes, or berm homes shall be erected or placed on any of the lots in Green Valley Subdivision, Plat 1. No hog confinement, nursery or finishing structure, cattle finishing structure, poultry laying or raising houses shall be erected on any of the lots in said Green Valley Subdivision, Plat 1.

- (b) The requirements contained in the Madison County Zoning Ordinance as to lot area, width and yard requirements shall apply to all lots within the subdivision. Any setbacks shown on the Plat for Green Valley Subdivision, Plat 1 shall apply.
- (c) No lot in the plat shall be further subdivided, except that a lot may be divided and sold to or with adjoining lots to increase their size.
- (d) No trailer, basement, tent, shack, garage, barn or other accessory building in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
- (e) No building shall be erected on any building lot unless the design and location is in harmony with the existing structures and locations in the tract and does not violate any of these protective covenants.
- (f) The titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris, and shall not engage in any activity which is a nuisance.
- (g) These use restrictions set forth in this Section 2 of Article VII are to run with the land, and shall be binding on all parties and persons claiming through or under them until January 1, 2027, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by a vote of the majority of the then owners of the lots, it is agreed to delete and said covenants in whole or in part. No new or additional

covenants shall be added unless all of the owners of the lots in said Green Valley Subdivision, Plat 1 agree in writing to any such additional covenants.

- (h) If any person shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, it shall be lawful for any owner of any lot or lots in the subdivision to institute proceedings in law or in equity against the person or persons violation or attempting to violate any such covenants, conditions or restrictions, and to prevent or enjoin him or them from so doing or recover damages for such violation.
- (I) Invalidation of any one of these provisions by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.
- (j) If any lot owner decides to erect a fence upon his lot, the total cost of installation of such fence shall be borne by said lot owner as well as the cost of all future maintenance of the fence. No adjoining lot owner shall be required to participate in the cost of the erection or maintenance of any fence. Any fence erected shall be the sole property of the lot owner and can be removed by such lot owner at his discretion. Nothing in this paragraph shall be deemed to preclude a fencing agreement between adjoining lot owners for erection and maintenance of a common fence; however, for any such common fence agreement to be enforceable upon future lot owners, such fencing agreement must be in writing and filed on record in the Madison County Recorder's office in order to apprise prospective purchasers of their obligations with respect to such fencing.
- (k) With respect to exterior partition fences it shall be the responsibility and obligation of each lot owner to maintain a lawful partition fence separating his lot from adjoining

unplatted real estate.

- (l) No animals shall be kept or maintained on any of the lots in Green Valley Subdivision, Plat 1 except ordinary household pets, not to exceed a reasonable number for each lot, and one (1) horse per lot.
- (m) The Board of Directors of the Association shall have the authority to adopt rules and regulations governing the use Lots at the Common Area and the Association Responsibility Elements. Such rules shall be observed and obeyed by the Owners, their guests, lessees, assigns, and licensees.
- (n) 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.
- (o) An Owner shall be liable to the Association for the expense of any maintenance, repair or replacement to the Common 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.
- (p) Neither the Owners nor the Association nor the use of the Common Area shall interfere with the completion of the contemplated improvements and the sale of the Lots by the Declarants. The Declarants may make such use of the unsold Lots and the Common Area as may facilitate such completion of sale.

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

ARTICLE VIII.

Non-Waiver of Provisions


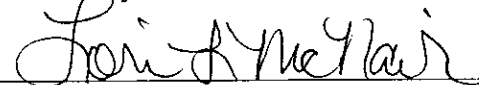
Failure of the Association or any Owner to enforce any covenant, condition or restriction, this Declaration, the Articles of Incorporation or By-Laws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

ARTICLE IX.

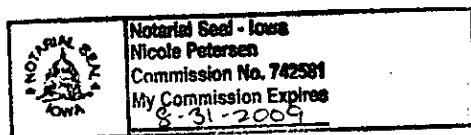
Amendment of Covenants Conditions and Restrictions by Declarants

Declarants shall have the right to amend these Covenants, Conditions and Restrictions in whole or in part as long as the Declarants owns any lots located within the subdivision. The consent of any other owners of lots shall not be required to make such amendment effective.

Dated this \_\_\_ day of \_\_\_\_\_, 2007.

  
\_\_\_\_\_  
Lloyd D. McNair  
  
\_\_\_\_\_  
Lori L. McNair

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by Lloyd D. McNair and Lori L. McNair.



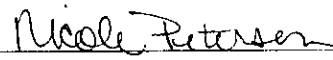
  
\_\_\_\_\_  
Notary Public in and for said State of Iowa

EXHIBIT "A"

ARTICLES OF INCORPORATION  
OF  
GREEN VALLEY HOMEOWNERS ASSOCIATION, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 504 of the Code of Iowa, and certify as follows:

ARTICLE I.

**Name, Registered Agent and Registered Office.**

The name of the corporation shall be Green Valley Homeowners Association, Inc. hereinafter called the Association. Its registered agent is Lloyd D. McNair. Its registered office is at 65 W. Jefferson, Winterset, Iowa, 50273.

ARTICLE II.

**Purpose.**

1. The purpose for which the Association is organized is to provide an entity for the construction, reconstruction, maintenance, operation and replacement of roads, waterlines, utilities, and other common improvements and areas of Green Valley Subdivision, a subdivision located in the West Fractional Half of the Northwest Quarter of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa.

2. The Association shall make no distributions of income to its members, directors, or officers.

ARTICLE III.

**Powers.**

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

2. The Association shall have all of the powers and duties set forth

in the Declaration of Covenants, Conditions and Restrictions for Green Valley Subdivision, these Articles of Incorporation and the Bylaws for this Association, and all powers and duties reasonably necessary, including, but not limited to, the following:

- (a) To make and collect assessments against members to defray the costs, expenses, and losses of the Association.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To construct, reconstruct, maintain, operate and replace the Association property.
- (d) To purchase insurance upon the Association property and insurance for the protection of the Association and its members.
- (e) To reconstruct improvements after casualty and to further improve the property.
- (f) To make and amend reasonable regulations respecting the use of the property.
- (g) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association, and the regulations for use of the Association property.
- (h) To employ personnel to perform the services required for proper operation.

3. The Association shall not have the power to purchase a lot in Green Valley Subdivision. This provision shall not be changed without unanimous approval of the members.

4. All funds and the title of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

#### ARTICLE IV.

##### Members.

1. The members of the Association shall consist of all of the record owners of lots located within Green Valley Subdivision. Contract purchasers shall be treated as owners of lots purchased once they take possession.

2. Change of membership in the Association shall be established by

the recording in the public records of Madison County, Iowa, a deed or other instrument establishing a record title to a lot and the delivery to the Association of a copy of such instrument. The owner designated by such instrument thereby becomes a member of the Association. The membership of the prior owner shall be thereby terminated.

3. The shares of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his lot.

4. The members of the Association shall be entitled to at least one vote for each lot owned by them. The exact number of votes to be cast by owners of a lot and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

#### ARTICLE V.

##### Directors.

1. The affairs of the Association shall be managed by a Board consisting of the number of directors as shall be determined at any special or regular meeting of the members, but not less than three directors, and in the absence of such determination shall consist of three directors.

2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

3. The first election of directors shall not be held until after all of the lots of the subdivision have been sold by the developer of the subdivision, or until such developer elects to terminate its control of the subdivision, whichever shall first occur. The directors herein named shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors, or if there are no remaining directors, by the developer.

4. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified are:

Lloyd D. McNair  
PO BOX 100  
545 E 1<sup>st</sup> Street  
Earlham, IA 50072

Lori L. McNair  
PO BOX 100  
545 E 1<sup>st</sup> Street  
Earlham, IA 50072



**ARTICLE VI.**

**Officers.**

The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors.

**ARTICLE VII.**

**Indemnification.**

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

**ARTICLE VIII.**

**Bylaws.**

The first Bylaws of the Association shall be adopted by the Board of Directors, and may be altered, amended, or rescinded in the manner provided by the Bylaws.

**ARTICLE IX.**

**Amendments.**

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. 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.

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or 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, providing such approval is delivered to the Secretary at or prior to the meeting.

3. Approval of an amendment must be by not less than 75% of the entire membership of the Board of Directors or by not less than 75% of the votes of the entire membership of the Association.

4. A copy of each amendment shall be recorded in the public records of Madison County, Iowa.

#### ARTICLE X.

##### Incorporators.

The name and residence of the incorporator under these Articles of Incorporation is as follows:

Lloyd D. McNair  
PO BOX 100  
545 E 1<sup>st</sup> St.  
Earlham, IA 50072

Lori L. McNair  
PO BOX 100  
545 E 1<sup>st</sup> St.  
Earlham, IA 50072

#### ARTICLE XI.

##### Date of Corporate Existence.

The date on which the corporate existence shall begin shall be the date on which the Secretary of State issues a Certificate of Incorporation.

#### ARTICLE XII.

##### Duration.

The corporation shall have perpetual duration.

#### ARTICLE XIII.

##### Dissolution.

Upon dissolution of the corporation, the Board of Directors after making

payment of all debts and liabilities of the corporation, shall divide the assets into equal shares to provide for share for each lot in the subdivision. The owner or owners of each lot shall each receive one share for each lot.

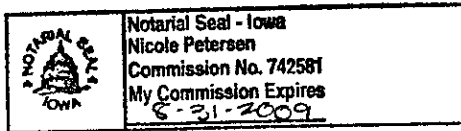
In witness whereof the incorporator has hereto affixed his signature on

June 8, 2007.

Lloyd D. McNair  
Lloyd D. McNair

Lori L. McNair  
Lori L. McNair

STATE OF IOWA :  
:SS  
MADISON COUNTY :



On this 8 day of June, 2007, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lloyd D. McNair and Lori L. McNair to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Nicole Petersen  
Notary Public in and for the State of Iowa

EXHIBIT "B"

BYLAWS  
OF GREEN VALLEY  
HOMEOWNERS ASSOCIATION, INC.

1. **IDENTITY.** These are the Bylaws of Green Valley Homeowners Association, Inc., (the "Association"), a Corporation not for profit under the laws of the State of Iowa. The Association has been organized for the purpose for which the Association is organized is to provide an entity for the construction, reconstruction, maintenance, operation and replacement of roads, waterlines, utilities, and other common improvements and areas of Green Valley Subdivision, a subdivision located in the West Fractional Half of the Northwest Quarter of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa.
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 Green Valley 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;
- (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, or telegraph 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 Green Valley 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 Green Valley Subdivision, or until the Developer elects to terminate its control of Green Valley Subdivision Homeowners Association, 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 Green Valley Homeowners 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 18, \_\_\_\_\_, 2007.

Z Dale McHair  
President

**RESOLUTION APPROVING FINAL PLAT  
OF GREEN VALLEY SUBDIVISION, PLAT 1  
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 Green Valley Subdivision, Plat 1; and

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

A Parcel located in the West Fractional Half of the Northwest Quarter of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the West Quarter corner of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence North 00°07'11" West, 2643.27 feet to the Northwest corner of said Section 19; thence South 89°32'40" East, 600.00 feet along the North line of the Northwest Fractional Quarter of the Northwest Quarter of said Section 19; thence South 00°07'11" East, 1670.00 feet; thence South 19°39'16" West, 441.85 feet; thence South 34°26'44" West, 670.66 feet to a point on the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19; thence North 89°27'01" West, 70.00 feet along the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19 to the Point of Beginning. Said Parcel contains 31.36 acres, including 3.37 acres of County Road right-of-way. This Subdivision Plat is divided into 8 lots.

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, Lloyd D. McNair and Lori L. McNair; 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.

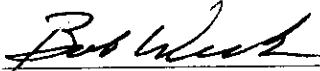
WHEREAS, the Board of Supervisors, Madison County, Iowa, finds that said plat conforms to the provisions of the Zoning Ordinance of Madison County, Iowa, and that the plat, papers and documents presented therewith should be approved by the Board of Supervisors, and that said plat, known as Green Valley Subdivision, Plat 1 should be approved by the Board of Supervisors, Madison County, Iowa.

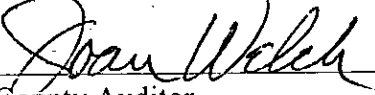
NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, Madison County, Iowa:

1. That said plat, known as Green Valley Subdivision, Plat 1 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 31<sup>st</sup> day of July, 2007.

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

ATTEST:   
\_\_\_\_\_  
Madison County Auditor

Resolution No. 07-12

RESOLUTION WAIVING RIGHT TO REVIEW  
GREEN VALLEY SUBDIVISION PRELIMINARY PLAT

WHEREAS, Lloyd D. & Lori L. McNair, the owners of certain real estate fully described in the plat of survey attached hereto which plat and description are incorporated herein by this reference, has made application to the Council of the City of Earlham, Iowa, for review and approval of said plat under the provisions of Iowa Code Chapter 354; and

WHEREAS, the Council has considered said subdivision plat and determined that said subdivision will have no appreciable impact on community development or the provision of public improvements or services;

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

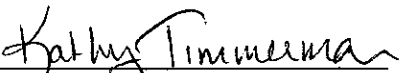
Section 1. That the Council, pursuant to Iowa Code Section 354.9, hereby waives the right to review the plat of survey of Green Valley Preliminary Plat, a copy of which is attached hereto, which plat sets forth a proposed subdivision consisting of the following described real estate:

A parcel located in the Northwest Quarter of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described in the attached preliminary plat survey dated February 13, 2007.

Section 2. That the Clerk shall furnish a certified copy of this Resolution to the owner/subdivider or his agent who will be responsible to record the plat and this resolution in the office of the Madison County Recorder.

Passed by the Council and approved by the Mayor this 9<sup>th</sup> day of April, 2007.

  
\_\_\_\_\_  
Doug Waugh, Mayor Pro-tem

ATTEST:   
Kathy Timmerman, City Clerk

# GREEN VALLEY SUBDIVISION

**LEGAL DESCRIPTION:**  
 A parcel located in the Northwest Quarter of Section 18, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

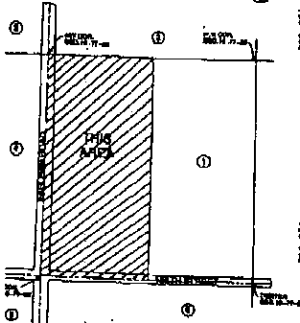
Beginning at the West Quarter corner of Section 18, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence North 00°07'11" West, 2643.27 feet to the northwest corner of said Section 18; thence South 89°27'01" East, 2496.95 feet along the north line of the Northwest Quarter of said Section 18; thence South 00°07'11" East, 2643.27 feet to a point on the south line of the Northwest Quarter of said Section 18; thence North 89°27'01" West, 2496.95 feet along the south line of the Northwest Quarter of said Section 18 to the point of Beginning. Said Parcel contains 73.87 acres, including 4.38 acres of County Road right-of-way and 2.53 acres of Private Road right-of-way; this Subdivision Plat is divided into 18 lots.

**PRIVATE ROAD CURVE TABLE**

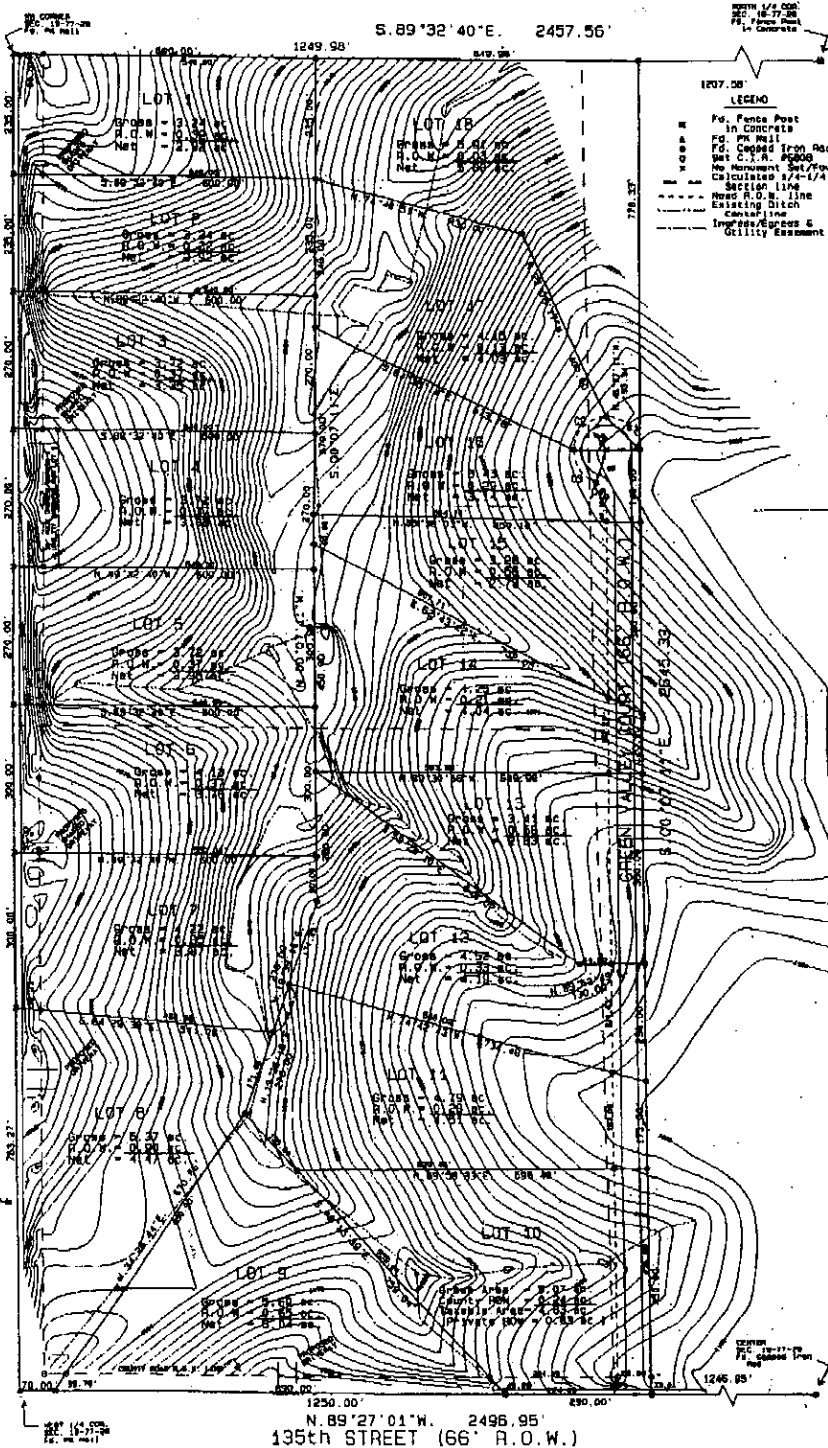
CURVE	ADIUS	DELTA	LENGTH	TANGENT	CHORD
C1	36.00'	88°28'00"	103.87'	66.95'	148.97'
C2	36.00'	88°28'00"	103.87'	66.95'	148.97'
C3	36.00'	71°47'00"	87.30'	51.77'	126.18'
C4	36.00'	71°47'00"	87.30'	51.77'	126.18'

### AREA TABLE:

NW Fractional 1/4 NW 1/4  
 Area = 34.85 ac.  
 SW Fractional 1/4 NW 1/4  
 Area = 35.42 ac.  
 SE 1/4 NW 1/4  
 Area = 2.50 ac.  
 NE 1/4 NW 1/4  
 Area = 3.11 ac.



**ADJACENT OWNERS**  
 N. LLOYD D. & LORI L. McNAIR  
 S. CHRISTOPHER A. PERDUE  
 W. MATTHEW TRIST TRUSTEE  
 E. VIRGINIA ACKERMAN PORTER TRUST  
 S. MICHAEL D. & HELEN L. PERDUE  
 W. WALTER E. & MARY E. POWELL



**LEGEND**

- Fd. Fence Post in Concrete
- Fd. Post
- Fd. Capped Iron Rod
- Met. C.I.R. Pegs
- Met. Monument Set/Found
- Calculation 3/4-1/4 Section Line
- Road R.O.W. Line
- Existing ditch
- Centerline
- Impasse/Edges & Utility Easement

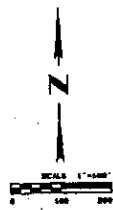
- NOTES:**
- Zoning for this parcel is Agricultural.
  - Sewer Service for these lots will be provided by private on-site septic systems.
  - Water Service for these lots will be provided by Warren Rural Water.
  - Building Setbacks are 30' Front & Rear and 25' Sideyard.
  - Private Road R.O.W. for Green Valley Court is also dedicated as a public utility easement.
  - Private Road surface width is 34 feet, and cul-de-sac surface diameter is 100 feet.
  - Road easement area on Lots 11-18 are for private road right-of-way, which is taxable.

### PRELIMINARY PLAT GREEN VALLEY SUBDIVISION

**OWNER/SUBDIVIDER:**  
 Lloyd D. & Lori L. McNaair  
 P.O. Box 165  
 Earlham, IA, 50072

**SURVEYOR/ENGINEER:**  
 Vance & Hochstetler, PC  
 Consulting Engineers  
 110 W. Green Street  
 Winterset, IA, 50073  
 Ph. (515) 462-3005  
 Fax: (515) 462-0565  
 vandengineers@aol.com

DATE OF PLAT:  
 February 13, 2007



## AGREEMENT

This Agreement, made and entered into, by and between, the proprietors of Green Valley Subdivision, Plat 1 and Todd Hagan, Madison County Engineer.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

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

A Parcel located in the West Fractional Half of the Northwest Quarter of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the West Quarter corner of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence North 00°07'11" West, 2643.27 feet to the Northwest corner of said Section 19; thence South 89°32'40" East, 600.00 feet along the North line of the Northwest Fractional Quarter of the Northwest Quarter of said Section 19; thence South 00°07'11" East, 1670.00 feet; thence South 19°39'16" West, 441.85 feet; thence South 34°26'44" West, 670.66 feet to a point on the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19; thence North 89°27'01" West, 70.00 feet along the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19 to the Point of Beginning. Said Parcel contains 31.36 acres, including 3.37 acres of County Road right-of-way. This Subdivision Plat is divided into 8 lots.

hereby agree that all private roads located within Green Valley, Plat 1 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:

Lloyd D McNair  
Lloyd D. McNair

Todd Hagan  
Todd Hagan, Madison County Engineer

Lori L McNair  
Lori L. McNair

**Letter of Credit**

Effective Date: 7-6-2007

Letter of Credit #: 01-01-070607

**BENEFICIARY:**

Madison County Zoning & Board of Health Department  
Madison County Courthouse  
Winterset, Iowa 50273  
Attn: Jeff Nichols

**ISSUING BANK:**

Earlham Savings Bank  
PO Box 426  
Earlham, Iowa 50072

**BANK CUSTOMER:**

Lloyd Dale McNair  
Lori McNair  
545 E. 1<sup>st</sup> Street  
Earlham, Iowa 50072

**EXPIRATION DATE:**

7-6-2008

**AMOUNT:**

\$40,000.00

\*\*\*\*\*

The Earlham Savings Bank hereby issues in favor of above named beneficiary this Irrevocable Letter of Credit which is available against beneficiary draft(s) at sight for account of aforementioned bank customer, which accompanied by the following documents:

Beneficiary's signed statement that funds are due to complete construction on Entryway into: see Attached Exhibit "A".

Invoice: Itemization of what is due and payable

Other Instructions:

All drafts drawn under this Letter of Credit must be marked "drawn under Irrevocable Standby Letter of Credit #01-01-070607 of Earlham Savings Bank, Earlham, Iowa dated 7-6-2007.

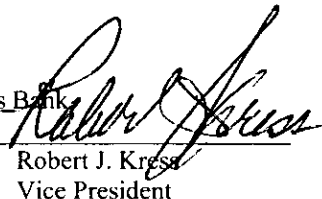
Drafts must be presented and negotiated at bank not later than expiration date indicated above.

This Letter of Credit may not be revoked by Earlham Savings Bank prior to expiration date except on 15 days prior written notice addressed to Beneficiary. This Letter of Credit shall remain in effect, notwithstanding such notice with respect to outstanding charges not yet due and drafts drawn, but not yet paid as of date of notification of revocation.

Dated July 6, 2007

Earlham Savings Bank

By: \_\_\_\_\_

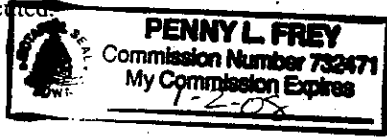
  
Robert J. Kress  
Vice President



Corporate Seal:

STATE OF IOWA        }  
COUNTY OF MADISON} ss:

On this 6<sup>th</sup> day of July, 2007 before me, a Notary Public, personally appeared Robert J. Kress, to me personally known, who being by me duly sworn did say that he is Vice President of said Corporation, that the seal affixed to said Instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said Vice President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Penny L. Frey

Bank Customer Lloyd Dale McNair and Lori McNair agrees to the terms and conditions of foregoing Letter of Credit, and affirms full liability to bank for all amounts of drafted funds plus expenses incurred by bank, and agrees to pay to bank all amounts forth-with upon demand.

Signed July 6, 2007

Lori McNair

\*\* Secured by Draw on Business Line of Credit #5009635 and a Third Party Pledge from A-One Geothermal, Inc.

# A #

A Parcel located in the West Fractional Half of the Northwest Quarter of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the West Quarter corner of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence North 00°07'11" West, 2643.27 feet to the Northwest corner of said Section 19; thence South 89°32'40" East, 600.00 feet along the North line of the Northwest Fractional Quarter of the Northwest Quarter of said Section 19; thence South 00°07'11" East, 1670.00 feet; thence South 19°39'16" West, 441.85 feet; thence South 34°26'44" West, 670.66 feet to a point on the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19; thence North 89°27'01" West, 70.00 feet along the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19 to the Point of Beginning. Said Parcel contains 31.36 acres, including 3.37 acres of County Road right-of-way. This Subdivision Plat is divided into 8 lots.

**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, Lloyd D. McNair and Lori L. McNair being first duly sworn on oath, does solemnly swear and affirm that:

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

A Parcel located in the West Fractional Half of the Northwest Quarter of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the West Quarter corner of Section 19, Township 77 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence North 00°07'11" West, 2643.27 feet to the Northwest corner of said Section 19; thence South 89°32'40" East, 600.00 feet along the North line of the Northwest Fractional Quarter of the Northwest Quarter of said Section 19; thence South 00°07'11" East, 1670.00 feet; thence South 19°39'16" West, 441.85 feet; thence South 34°26'44" West, 670.66 feet to a point on the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19; thence North 89°27'01" West, 70.00 feet along the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19 to the Point of Beginning. Said Parcel contains 31.36 acres, including 3.37 acres of County Road right-of-way. This Subdivision Plat is divided into 8 lots.

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

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

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

Lloyd D McNair  
Lloyd D. McNair

Lori L McNair  
Lori L. McNair

Subscribed and sworn to before me on this 8 day of June, 2007, by Lloyd D. McNair and Lori L. McNair.

Nicole Petersen  
Notary Public in and for the State of Iowa

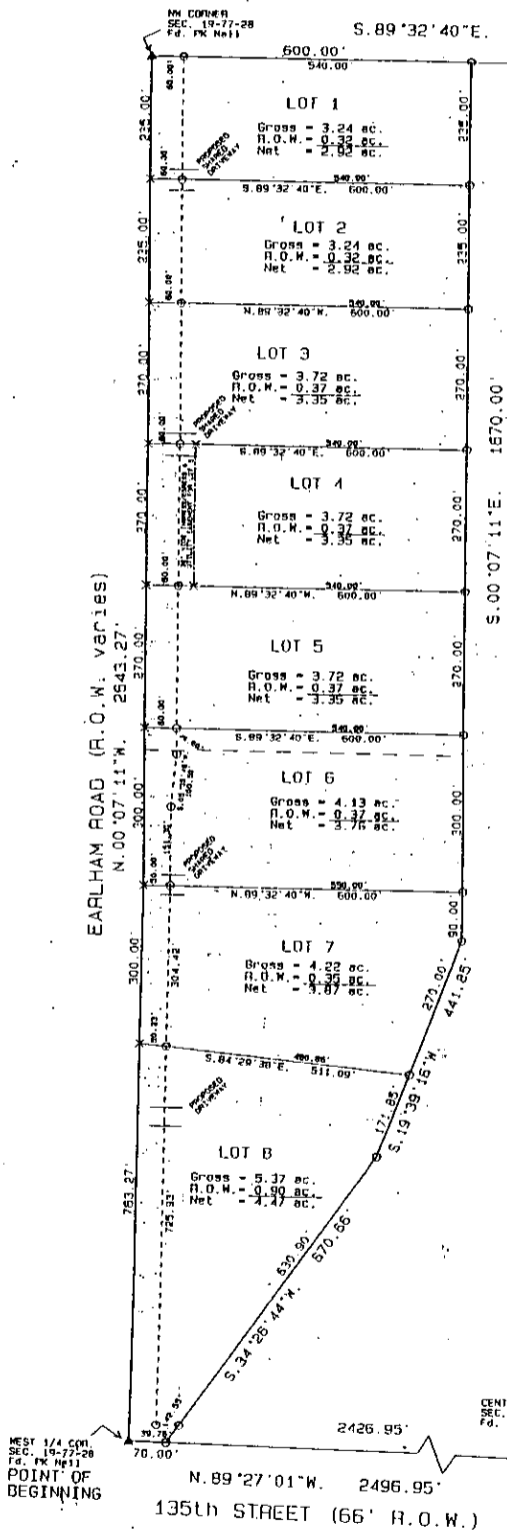


INDX  
ANNO  
SCAN  
CHEK

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

GREEN VALLEY SUBDIVISION, PLAT 1



AREA TABLE:

NW, Fractional 1/4 NW 1/4	Gross = 18.21 ac.
R.O.W. = 1.02 ac.	
Net = 16.39 ac.	
SW, Fractional 1/4 NW 1/4	Gross = 13.15 ac.
R.O.W. = 1.55 ac.	
Net = 11.60 ac.	

LEGEND

■	Fd. Fence Post in Concrete
▲	Fd. PK Nail
○	Fd. Capped Iron Rod
□	Set. C. I. S. 4000
×	No. Monument Set/Found
○	Calculated 1/4-1/4 Section Line
---	Road R.O.W. Line
---	Improve/Grass E. Utility Easement

LEGAL DESCRIPTION:  
A Parcel located in the West Fractional Half of the Northwest Quarter of Section 19, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the West Quarter corner of Section 19, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence North 00° 07' 11" West, 2643.27 feet to the Northwest corner of said Section 19; thence South 89° 32' 40" East, 600.00 feet along the North line of the Northwest Fractional Quarter of the Northwest Quarter of said Section 19; thence South 00° 07' 11" East, 1670.00 feet; thence South 19° 39' 16" West, 441.85 feet; thence South 34° 26' 44" West, 670.66 feet to a point on the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19; thence North 89° 27' 01" West, 70.00 feet along the South line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 19 to the Point of Beginning. Said Parcel contains 31.36 acres, including 3.37 acres of County Road right-of-way. This Subdivision Plat is divided into eight (8) lots.

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

*J.M. Hochstetler*  
J.M. HOCHSTETLER  
License number 6808 Date 6/22/07  
My license renewal date is December 31, 2011  
Pages or sheets covered by this seal: 1

APPROVED  
7-26-07

- NOTES:
1. Zoning for this parcel is Agricultural.
  2. Sewer Service for these lots will be provided by private on-site septic systems.
  3. Water Service for these lots will be provided by Warren Rural Water.
  4. Building Setbacks are 50' Front & Rear and 25' Sideyard.



DATE OF PLAT:  
April 20, 2007

FINAL PLAT  
GREEN VALLEY  
SUBDIVISION  
PLAT 1

OWNER/SUBDIVIDER:  
Lloyd D. & Lori L. McNair  
P.O. Box 155  
Earlham, IA, 50072

SURVEYOR/ENGINEER:  
Vance & Hochstetler, P.C.  
Consulting Engineers  
110 W. Green Street  
Winterset, IA, 50273  
Ph. (515) 462-3995  
Fax (515) 462-9845  
vandhengineers@aol.com