

FOR PLAT SEE  
TOWN PLAT BOOK 2  
PAGE 352

FILED NO. 4329

BOOK 62 PAGE 415

98 MAY -5 PM 3: 54

**PLAT AND CERTIFICATE  
FOR  
SUNSET ACRES, PLAT 1,  
AN ADDITION TO THE CITY OF WINTERSET,  
MADISON COUNTY, IOWA**

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

I, Randy Jeffs, Zoning Administrator of the City of Winterset, Iowa, do hereby certify that the plat to which this certificate is attached is a plat of a subdivision known and designated as Sunset Acres, Plat 1, an Addition to the City of Winterset, Madison County, Iowa, and that the real estate comprising said plat is described as follows:

A parcel of land in the East Half (E½) of the North twenty-two (22) Acres of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th Principal Meridian, City of Winterset, Madison County, Iowa, more particularly described as follows:

COMPUTER   
RECORDED   
COMPARED

REC \$ 100.00  
AUD \$ 5.00  
R.M.F. \$ 1.00

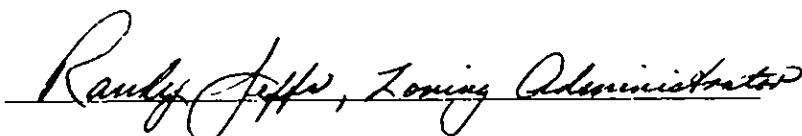
Commencing at the West Quarter Corner of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence, along the North line of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of said Section Thirty-six (36), South 90°00'00" East, 659.86 feet; thence, along the West line of the East Half (E½) of the North Twenty-two (22) Acres of said Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), South 00°44'23" East, 380.29 feet to the point of beginning. Thence continuing, along said West line, South 00°44'23" East, 345.06 feet; thence South 90°00'00" East 359.25 feet; thence North 00°44'23" West, 345.66 feet; thence South 89°54'18" West, 359.24 feet to the point of beginning. Said parcel of land contains 2.848 acres, including 0.127 Acres of Jefferson Street right of way.

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

1. Dedication of Plat of Sunset Acres, Plat 1, An  
Addition to the City of Winterset, Madison County, Iowa;
2. Consent of Mortgagee, Carita A. Kelleher, to said Plat.
3. Attorney's opinion;
4. Certificate of County Treasurer of Madison County, Iowa; and
5. Resolution of the City Council of the City of Winterset approving  
said plat,

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

Dated this 5 day of MAY, 1998.

  
Randy Jeffs, Zoning Administrator

**DEDICATION OF PLAT  
OF  
SUNSET ACRES, Plat 1  
TO THE CITY OF WINTERSSET, MADISON COUNTY, IOWA**

**KNOW ALL MEN BY THESE PRESENT:**

That we, Marvin D. Cox and Mary A. Cox, husband and wife, do certify that we are the sole owners and proprietors of the following-described real estate:

**A parcel of land in the East Half (E½) of the North twenty-two (22) Acres of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th Principal Meridian, City of Winterset, Madison County, Iowa, more particularly described as follows:**

**Commencing at the West Quarter Corner of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence, along the North line of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of said Section Thirty-six (36), South 90°00'00" East, 659.86 feet; thence, along the West line of the East Half (E½) of the North Twenty-two (22) Acres of said Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), South 00°44'23" East, 380.29 feet to the point of beginning. Thence continuing, along said West line, South 00°44'23" East, 345.06 feet; thence South 90°00'00" East 359.25 feet; thence North 00°44'23" West, 345.66 feet; thence South 89°54'18" West, 359.24 feet to the point of beginning. Said parcel of land contains 2.848 acres, including 0.127 Acres of Jefferson Street right of way.**

The area designated with the letter "A", as shown by the engineer's Final Plat filed herewith, and labeled N. 14th Avenue, is hereby dedicated to the City of Winterset, Madison County, Iowa, as a public street.





3

**TITLE OPINION OF ATTORNEY AT LAW**

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

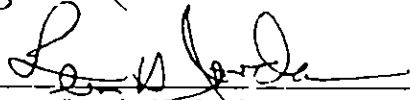
**A parcel of land in the East Half (E½) of the North twenty-two (22) Acres of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th Principal Meridian, City of Winterset, Madison County, Iowa, more particularly described as follows:**

**Commencing at the West Quarter Corner of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence, along the North line of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of said Section Thirty-six (36), South 90°00'00" East, 659.86 feet; thence, along the West line of the East Half (E½) of the North Twenty-two (22) Acres of said Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), South 00°44'23" East, 380.29 feet to the point of beginning. Thence continuing, along said West line, South 00°44'23" East, 345.06 feet; thence South 90°00'00" East 359.25 feet; thence North 00°44'23" West, 345.66 feet; thence South 89°54'18" West, 359.24 feet to the point of beginning. Said parcel of land contains 2.848 acres, including 0.127 Acres of Jefferson Street right of way.**

I further state that the name of the proprietors of said Plat are: **Marvin D. Cox and Mary A. Cox.**

I further state that there are no mortgages, liens or other encumbrances on the above-described land, except for a Real Estate Mortgage executed by Marvin D. Cox and Mary Cox, husband and Wife, to Carita A. Kelleher, which Mortgage is dated November 1, 1994, and filed for record November 4, 1994, at Mortgage Record 174, Page 574.

Dated this 20<sup>th</sup> day of August, 1998.

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

4  
420-00-101 -00-0300

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

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I, Becky McDonald, 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 certified taxes and no certified special assessments forming a lien against the following-described real estate, to-wit:

**A parcel of land in the East Half (E½) of the North twenty-two (22) Acres of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th Principal Meridian, City of Winterset, Madison County, Iowa, more particularly described as follows:**

**Commencing at the West Quarter Corner of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence, along the North line of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of said Section Thirty-six (36), South 90°00'00" East, 659.86 feet; thence, along the West line of the East Half (E½) of the North Twenty-two (22) Acres of said Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), South 00°44'23" East, 380.29 feet to the point of beginning. Thence continuing, along said West line, South 00°44'23" East, 345.06 feet; thence South 90°00'00" East 359.25 feet; thence North 00°44'23" West, 345.66 feet; thence South 89°54'18" West, 359.24 feet to the point of beginning. Said parcel of land contains 2.848 acres, including 0.127 Acres of Jefferson Street right of way.**

Dated at Winterset, Iowa, this 20 day of April, 1998.

Becky McDonald  
Becky McDonald, Treasurer of Madison County, Iowa



5

**RESOLUTION APPROVING FINAL PLAT  
OF  
SUNSET ACRES - PLAT 1  
AN ADDITION TO THE CITY OF WINTERSET,  
MADISON COUNTY, IOWA**

**WHEREAS, there was filed in the office of the Zoning Administrator of the City of Winterset a registered land surveyor's plat of a proposed subdivision known as Sunset Acres, Plat 1, an Addition to the City of Winterset, Madison County, Iowa; and**

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

**A parcel of land in the East Half (E½) of the North twenty-two (22) Acres of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th Principal Meridian, City of Winterset, Madison County, Iowa, more particularly described as follows:**

**Commencing at the West Quarter Corner of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence, along the North line of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of said Section Thirty-six (36), South 90°00'00" East, 659.86 feet; thence, along the West line of the East Half (E½) of the North Twenty-two (22) Acres of said Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), South 00°44'23" East, 380.29 feet to the point of beginning. Thence continuing, along said West line, South 00°44'23" East, 345.06 feet; thence South 90°00'00" East 359.25 feet; thence North 00°44'23" West, 345.66 feet; thence South 89°54'18" West, 359.24 feet to the point of beginning. Said parcel of land contains 2.848 acres, including 0.127 Acres of Jefferson Street right of way.**

**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, Marvin D. Cox and Mary A. Cox, husband and wife.**

**WHEREAS, there was also filed with said Plat a Consent of Carita A. Kelleher, Mortgagee, consenting to the dedication of said Plat and to the decliation of Lot "A", as shown by the Engineer's Final Plat, to the City of Winterset as a public street.**

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

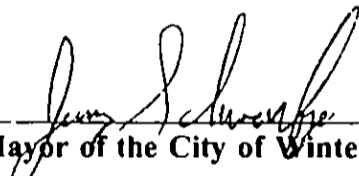
**WHEREAS, the City Council of the City of Winterset, Iowa, finds that said Plat conforms to the provisions of the Zoning Ordinance of the City of Winterset and that the plat, papers and documents presented therewith should be approved by the City Council, and that said Plat, known as Sunset Acres - Plat 1, an Addition to the City of Winterset, Madison County, Iowa, should be approved by the City Council of the City of Winterset, Iowa.**

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

**1) That said Plat, known as Sunset Acres, Plat 1, an Addition to the City of Winterset, Madison County, Iowa, prepared in connection with said plat and subdivision is hereby approved.**

2) The Zoning Administrator of the City of Winterset, 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 4th day of May, 1998.

  
\_\_\_\_\_  
Mayor of the City of Winterset, Iowa

ATTEST:   
\_\_\_\_\_  
Clerk of the City of Winterset, Iowa

PUBLIC IMPROVEMENT MAINTENANCE BOND

IAC 24849

Know All Men By These Presents:

That Marvin Cox of Winterset, Iowa as Principal, and the MERCHANTS BONDING COMPANY (Mutual) of Des Moines, Iowa as Surety, are held and firmly bound unto the City of Winterset, in the penal sum of Eighteen Thousand Eight Hundred Fourteen and 00/100 (\$ 18,814.00 ) DOLLARS,

lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 17th day of April A.D. 1998

Whereas, the said Principal entered into a certain contract, dated the 17th day of April, 1998, with Marvin Cox, to furnish all the material and labor necessary for the construction of

Sanitary and Storm Sewers

Sunset Acres - Plat 1

in the City of Winterset, in conformity with certain specifications; and

Whereas, a further condition of said contract is that the said Principal should furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of

Two (2) years from the date of acceptance of the work under said contract; and

Whereas, the above work has been completed and accepted and if not accepted will be automatically accepted upon the filing of this maintenance bond; and

Whereas, the said MERCHANTS BONDING COMPANY (Mutual) of Des Moines, Iowa, for a valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said City of

Winterset as aforesaid;

Now, Therefore, the Condition of this Obligation is Such, that if the said Principal does and shall, at his own cost and expense, remedy any and all defects that may develop in said work, within the period of Two (2) years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the principal shall be and remain liable for failure to adhere to the specifications which form the basis for the work, the surety, inasmuch as the original work was not bonded, shall be obligated only to assure the maintenance of the work in the condition in which it existed at the time the work was accepted. Any obligation beyond this shall be that of only the principal.

Approved \_\_\_\_\_, 19\_\_

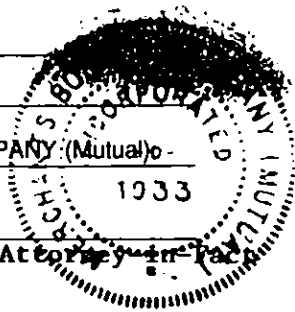
By John Elmer City Solicitor.

Marvin Cox

By Marvin Cox

MERCHANTS BONDING COMPANY (Mutual)

By Steven J. Dorenkamp, Attorney



**Merchants Bonding Company**  
(MUTUAL)  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

**Douglas J. Schnicker, Steven J. Dorenkamp, Cory French, or Cam B. Fletcher**

of **Des Moines** and State of **Iowa** its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**FIVE MILLION (\$5,000,000.00) Dollars**

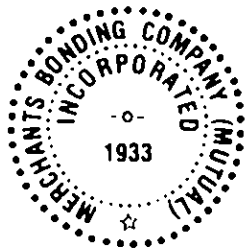
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on October 3, 1992.

ARTICLE II, SECTION 8. - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this **17th** day of **April**, **1998**



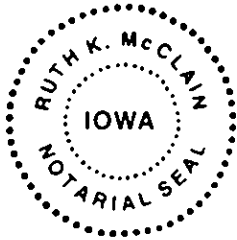
MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss

On this **17th** day of **April**, **1998** before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

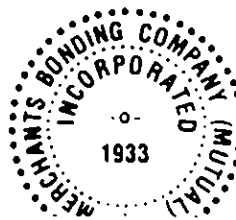


*Ruth K. McClain*  
Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in force and effect

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on this **17th** day of **April**, **1998**



*William Warner Jr.*  
Secretary

MSC 0814 (2/98)

7

PUBLIC IMPROVEMENT MAINTENANCE BOND

IAC 24850

Know All Men By These Presents:

That Marvin Cox, 2432 Osage Drive of Winterset, Iowa as Principal, and the MERCHANTS BONDING COMPANY (Mutual) of Des Moines, Iowa as Surety, are held and firmly bound unto the City of Winterset in the penal sum of Thirty-six Thousand Thirty and 17/100 (\$ 36,030.17) DOLLARS,

lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 17th day of April A.D. 19 98

Whereas, the said Principal entered into a certain contract, dated the 17th day of April, 19 98, with Marvin Cox, to furnish all the material and labor necessary for the construction of

Paving

Sunset Acres - Plat 1

in the City of Winterset, in conformity with certain specifications; and

Whereas, a further condition of said contract is that the said Principal should furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of

Four (4) years from the date of acceptance of the work under said contract; and

Whereas, the above work has been completed and accepted and if not accepted will be automatically accepted upon the filing of this maintenance bond; and

Whereas, the said MERCHANTS BONDING COMPANY (Mutual) of Des Moines, Iowa, for a valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said City of

Winterset as aforesaid;

Now, Therefore, the Condition of this Obligation is Such, that if the said Principal does and shall, at his own cost and expense, remedy any and all defects that may develop in said work, within the period of Four (4) years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the principal shall be and remain liable for failure to adhere to the specifications which form the basis for the work, the surety, inasmuch as the original work was not bonded, shall be obligated only to assure the maintenance of the work in the condition in which it existed at the time the work was accepted. Any obligation beyond this shall be that of only the principal.

Approved \_\_\_\_\_, 19\_\_\_\_
By John Casper City Solicitor

Marvin Cox
By [Signature] MERCHANTS BONDING COMPANY Surety
By [Signature] Steven J. Dorenkamp, Attorney-in-Fact



Merchants Bonding Company  
(MUTUAL)  
POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Douglas J. Schnicker, Steven J. Dorenkamp, Cory French, or Cam B. Fletcher

of Des Moines and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIVE MILLION (\$5,000,000.00) Dollars

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

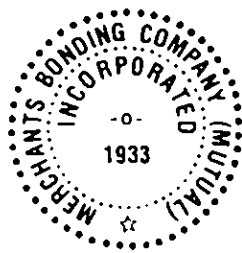
This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on October 3, 1992

ARTICLE II, SECTION 8. - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9. - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 17th day of April, 1998

MERCHANTS BONDING COMPANY (MUTUAL)

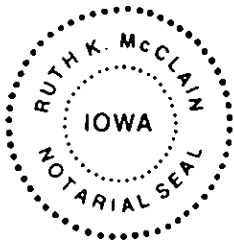


By Larry Taylor  
President

STATE OF IOWA  
COUNTY OF POLK ss

On this 17th day of April, 1998, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Ruth K. McClain  
Notary Public, Polk County Iowa

STATE OF IOWA  
COUNTY OF POLK ss

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in force and effect

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on this 17th day of April, 1998



William Warner Jr.  
Secretary

MSC 0014 (2/98)

P \_\_\_\_\_

**DEED OF RESTRICTIONS  
SUNSET ACRES, PLAT 1,  
AN ADDITION TO THE CITY OF WINTERSET,  
MADISON COUNTY, IOWA**

We, Marvin D. Cox and Mary A. Cox, husband and wife, are now the fee simple owners and record titleholders of the following-described real estate, to-wit:

**A parcel of land in the East Half (E½) of the North twenty-two (22) Acres of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th Principal Meridian, City of Winterset, Madison County, Iowa, more particularly described as follows:**

**Commencing at the West Quarter Corner of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence, along the North line of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of said Section Thirty-six (36), South 90°00'00" East, 659.86 feet; thence, along the West line of the East Half (E½) of the North Twenty-two (22) Acres of said Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), South 00°44'23" East, 380.29 feet to the point of beginning. Thence continuing, along said West line, South 00°44'23" East, 345.06 feet; thence South 90°00'00" East 359.25 feet; thence North 00°44'23" West, 345.66 feet; thence South 89°54'18" West, 359.24 feet to the point of beginning. Said parcel of land contains 2.848 acres, including 0.127 Acres of Jefferson Street right of way.**

which real estate is being platted as: Sunset Acres, an Addition to the City of Winterset, 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:

- 1) All lots in said Plat shall be used in a manner consistent with the Winterset Zoning Ordinance, the above-described real estate being located in R-2, multi-residential



district. No mobile homes, double-wide mobile homes or earth homes shall be erected or placed on any of the lots of said Sunset Acres, an Addition to the City of Winterset, Madison County, Iowa.

2) 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.

3) 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.

4) The titleholder of each lot, vacated or improved, shall keep his lot or lots free of weeds and debris, and shall not engage in any activity which is a nuisance.

5) Any house constructed in Sunset Acres shall have at least 1300 square feet of space, exclusive of the basement.

6) All residences allowed in this subdivision shall be single-family dwellings, except for Lot One (1).

7) All wiring shall be underground.

8) Modular homes will be allowed but no manufactured homes shall be allowed in this subdivision.

9) These covenants are to run with the land and shall be binding on all parties until twenty (20) years from the time this Plat is approved and accepted, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots, is agreed to delete the said covenants in whole or in part. No new additional covenants shall be added unless all of the owners of the lots in said Sunset Acres Addition to the City of Winterset, Madison County, Iowa, agree in

writing to any such additional covenants. The easements shown at numbered paragraph 8 \_ hereof are perpetual in nature and may not be deleted.

10) If any party 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 violating 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.

11) Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

12) Perpetual easements for ingress, egress, drainage and utility purposes are hereby granted to the City of Winterset, Iowa, Mid American Energy, U.S. West Communications, Inc. and their successors and assigns for the installation, operation, maintenance and repair thereof, as shown by the Engineer's Final Plat filed herewith.

13) 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 of record in the Madison County Recorder's office in order to apprise



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

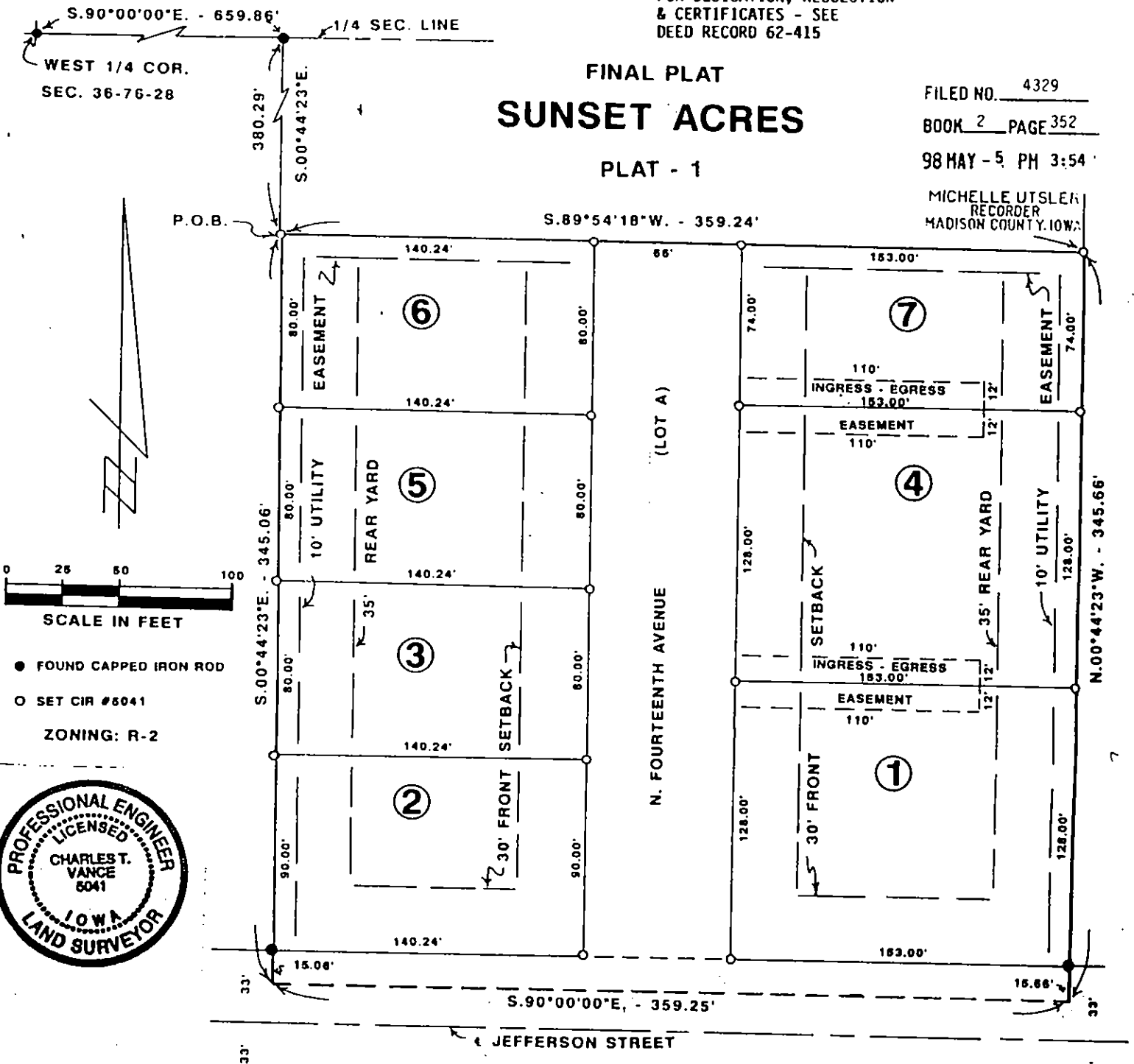
FOR DEDICATION, RESOLUTION  
& CERTIFICATES - SEE  
DEED RECORD 62-415

# FINAL PLAT SUNSET ACRES

PLAT - 1

FILED NO. 4329  
BOOK 2 PAGE 352  
98 MAY - 5 PM 3:54

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA



**DESCRIPTION:**

A parcel of land in the East Half of the North Twenty-two Acres of the Northwest Quarter of the Southwest Quarter of Section 36, Township 76 North, Range 28 West of the 5th Principal Meridian, City of Winterset, Madison County, Iowa, more particularly described as follows:

Commencing at the West Quarter Corner of Section 36, T76N, R28W of the 5th P.M., Madison County, Iowa; thence, along the North line of the NW.1/4 of the SW.1/4 of said Section 36, South 90°00'00" East, 659.86 feet; thence, along the West line of the East Half of the North Twenty-two Acres of said NW.1/4 of the SW.1/4, South 00°44'23" East, 380.29 feet to the point of beginning. Thence continuing, along said West line, South 00°44'23" East, 345.06 feet; thence South 90°00'00" East 359.25 feet; thence North 00°44'23" West, 345.66 feet; thence South 89°54'18" West, 359.24 feet to the point of beginning. Said parcel of land contains 2.848 Acres including 0.127 Acres of Jefferson Street right of way.

I hereby certify that this engineering or 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 Professional Engineer and Land Surveyor under the laws of the State of Iowa.

*Charles T. Vance* 10 March 1998  
Charles T. Vance Date

License number 5041

My license renewal date is December 31, 1999.

Pages or sheets covered by this seal:

one

**OWNER:**  
MARVIN COX  
RR-1 BOX 284  
WINTERSET, IOWA 50273