



REC \$ 135.00  
 AUD \$ 5.00  
 R.M.F. \$ 1.00

FILED NO 1418

BOOK 138 PAGE 73

97 OCT -7 PH 2: 25

MICHELLE UTSLI  
RECORDER  
MADISON COUNTY IOWA

PLAT AND CERTIFICATE  
 FOR  
 POLO POINTE PLAT 1 SUBDIVISION

FOR PLAT SEE  
 FARM PLAT BOOK 3,  
 PAGE 139


I, Jerry K Trevillyan, Madison County Zoning Administrator, do hereby certify that the plat to which this certificate is attached is a plat of a subdivision known and designated as Polo Pointe Plat 1 Subdivision and that the real estate comprising said plat is described in Exhibit "A" attached hereto

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

- 1 Consent to Plat of the Polo Pointe Plat 1 Subdivision.
- 2 Attorney's Opinion
- 3 Lender's Consent to Plat
- 4 Certificate of County Treasurer of Madison County, Iowa
5. Declarations of Covenants, Conditions and Restrictions for Polo Pointe Plat 1.
- 6 Resolution of the Madison County Board of Supervisors approving said plat.

All of which is duly certified in accordance with the Madison County Rural Estates Subdivision Regulations

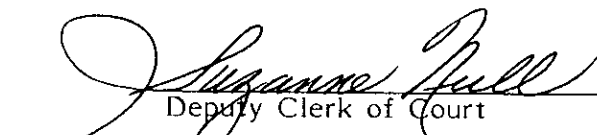
Dated this 23rd day of September, 1997

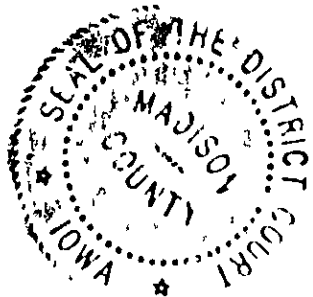
  
 Jerry K Trevillyan  
 Madison County  
 Zoning Administrator

STATE OF IOWA

MADISON COUNTY

On this 23rd day of September, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared, Jerry K Trevillyan, Madison County Zoning Administrator, 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

  
 Deputy Clerk of Court



For Corrected Plat of  
 Lots 9 & 10, see 2002-3718  
 07-31-02

## EXHIBIT "A"

Beginning at the E  $\frac{1}{4}$  corner of Section 24, Township 77 North, Range 26 West of the 5<sup>th</sup> P M, Madison County, Iowa, thence S00°00'00"W, along the east line of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 24-77-26 and also along the centerline of a public roadway, 1310 65 feet to the SE corner of said NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ , thence S82°55'00"W, along the south line of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  and the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 24-77-26 and also along the north line of Evans Rural Estates Plat 2, an Official Plat, now included in and forming a part of Madison County, Iowa, 1609 49 feet, thence N07°5'05"W, 248 70 feet, thence N31°40'46"E, 719 20 feet, thence N84°34'15"E, 115 44 feet, thence N05°25'45"W, 677 44 feet, thence N83°06'51"E, 856 64 feet, thence N86°33'25"E, 27 99 feet, thence N00°00'00"E, 15 00 feet, thence N90°00'00"E, 320 94 feet to a point on the east line of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 24-77-26 and also to a point on the centerline of a public roadway, thence S00°00'00"W, along the east line of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 24-77-26 and also along the centerline of a public roadway, 154 42 feet to the point of beginning, all of said parcel being located in the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  and the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 24, Township 77 North, Range 26 West of the 5<sup>th</sup> P M, Madison County, Iowa and contains approximately 46 0360 acres

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**EXHIBIT "A"**

Beginning at the E ¼ corner of Section 24, Township 77 North, Range 26 West of the 5<sup>th</sup> P M , Madison County, Iowa, thence S00°00'00"W, along the east line of the NE ¼ of the SE ¼ of said Section 24-77-26 and also along the centerline of a public roadway, 1310 65 feet to the SE corner of said NE ¼ of the SE ¼, thence S82°55'00"W, along the south line of the NE ¼ of the SE ¼ and the NW ¼ of the SE ¼ of said Section 24-77-26 and also along the north line of Evans Rural Estates Plat 2, an Official Plat, now included in and forming a part of Madison County, Iowa, 1609 49 feet, thence N07°5'05"W, 248 70 feet, thence N31°40'46"E, 719 20 feet, thence N84°34'15"E, 115 44 feet, thence N05°25'45"W, 677 44 feet, thence N83°06'51"E, 856 64 feet, thence N86°33'25"E, 27 99 feet, thence N00°00'00"E, 15 00 feet, thence N90°00'00"E, 320 94 feet to a point on the east line of the SE ¼ of the NE ¼ of said Section 24-77-26 and also to a point on the centerline of a public roadway, thence S00°00'00"W, along the east line of the SE ¼ of the NE ¼ of said Section 24-77-26 and also along the centerline of a public roadway, 154 42 feet to the point of beginning, all of said parcel being located in the SE ¼ of the NE ¼ and the NE ¼ of the SE ¼ and the NW ¼ of the SE ¼ of Section 24, Township 77 North, Range 26 West of the 5<sup>th</sup> P M , Madison County, Iowa and contains approximately 46 0360 acres

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# HOPKINS & HUEBNER, P.C.

## LAW OFFICES

TERRENCE A HOPKINS  
FRANK T HARRISON\*  
E J GIOVANNETTI  
JEFF H JEFFRIES  
MARVIN E DUCKWORTH  
R RONALD POGGE  
THOMAS J LOGAN  
DENNIS L HANSEN  
PHILIP H DORFF JR  
E J KELLY\*

JOHN E ORRELL JR  
ROBERT C LANDESS  
GREGORY T RACETTE\*\*  
MICHAEL J GREEN  
VALERIE A IANDIS  
JEFF M MARGOLIN \*  
LU ANN L BARNES  
ANNE L CLARK  
MATTHEW A GROTNES  
M ANNE McALEE

JANE V LORENTZEN  
GREGORY G T ERVANIAN\*  
HUGH J CAIN  
DAVID S GORHAM  
TINA M EICK

FRED D HUEBNER □ 1919 1996

\*ALSO ADMITTED IN NEBRASKA  
\*\*ALSO ADMITTED IN MICHIGAN  
\*\*\*ALSO ADMITTED IN ILLINOIS

FACSIMILE (515) 244 8935

2700 GRAND AVENUE □ SUITE 111  
DES MOINES IA 50312 5213 □ (515) 244 0111

September 19, 1996

Madison County  
P O Box 152  
Winterset, IA 50273

**RE. Plat Title Opinion  
Polo Pointe Plat 1  
Our File: 3288-2**

Dear Sirs

Pursuant to the requirements of Iowa Code Section 354 11(3) (1995), I hereby certify that I have examined the abstract of title last continued in final form by Security Abstract & Title Co , No 62015, continued to September 16, 1996, at 8 00 a m and relating to the following described real property

See Exhibit "A" attached hereto

As of the last date and time, I find from my examination that record title to the above-described property is in

John W Bontrager and Mary C Bontrager as joint tenants,

subject to the following matters

1 MORTGAGES Entry No 52 of the abstract shows a mortgage from the above titleholders in favor of Earlham Savings Bank dated 4 April, 1994, and

Madison County  
Page 2  
09/19/96

recorded on 6 April, 1994, at Mortgage Record Book No 171, Page 570, of the Madison County, Iowa records The mortgage is in the principal sum of \$140,000 00

2 **REAL ESTATE TAXES:** Entry No 58 of the abstract shows the taxes on the subject property as follows first installment for taxes payable in the fiscal year beginning July 1, 1996, paid, second installment, unpaid Please note that the abstract **does not** set forth the district and parcel number of this property, nor does it set forth the amount of the biannual real estate tax payments

3 **EASEMENTS:** Entry No 13 of the abstract shows a special warranty deed from L S Forrest and Eva Forest, his wife, to O B Lane dated November 1954 and filed December 2, 1954, at Deed Rec 86, Page 549 This special warranty deed appears in fact to be a conveyance of easement right-of-way over a part of the NE ¼ of Section 24-77-26 in the vicinity of a ditch that runs along the county line road between Warren and Madison Counties crossing Badger Creek approximately 300 feet from the point-of-beginning and northerly along the west side of the highway so that O B Lane can drive to and from his land that lies south and west of Badger Creek in the NE ¼ of the NE ¼ of Section 24 This easement was to continue as long as the county keeps a crossing over said ditch in such manner so that the right-of-way can be used

Entry No 45 of the abstract shows an easement from Calvin E Johnson to Warren Water, Inc , its successors and assigns dated August 31, 1989, and filed November 15, 1989, at Deed Rec 121, Page 598 This grant is for perpetual easement with right to erect, construct, install, lay and thereafter use, operate, inspect, repair and maintain waterlines and appurtenances thereto over and across a part of the subject property more specifically described as parallel and adjacent to 10<sup>th</sup> Avenue/Madison County Line, together with the right of ingress and egress over adjacent land to the grantors The easement shall be 32 feet in width, the center line of which shall be the water pipe line and necessary appurtenances

4 **COVENANTS AND RESTRICTIONS** Entry No 54 of the abstract shows a Declaration of Covenants which is recorded at Miscellaneous Record Book No 42, Page 465, of the Madison County, Iowa records The covenants set forth various use restrictions regarding the property under examination You should review this document carefully to determine its impact, if any, on your proposed use of the property

5 **VARIANCE** Entry No 53 of the abstract shows a variance which is dated August 4, 1994, and filed of record on August 22, 1994, in Miscellaneous Record Book No 42, Page 424, of the Madison County, Iowa records The variance is from the Madison County Zoning Board of Adjustment and allows for smaller building lot sizes and for a larger cul de sac and also provides that the required street width in the proposed development be increased to a 37 foot back-to-back width in lieu of the 31 foot back-to-

Madison County  
Page 3  
09/19/96

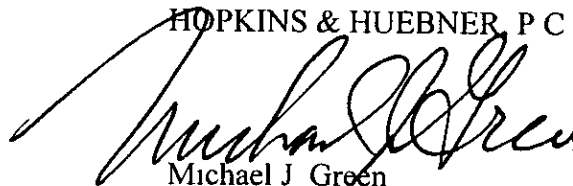
back street proposal The undersized lots apply to those lots designated as Lots 3, 4, 11, 12, 17, 18, 25 and 26 on the preliminary plat

6      **SEARCHES**      Entry No 59 of the abstract reflects personal lien searches as to Calvin E Johnson, John W Bontrager, Mary C Bontrager, and Polo, L C , an Iowa limited liability company

You are hereby advised that this opinion is prepared pursuant to Sections 614 26 and 614 28 of the 1995 Code of Iowa, Chapter 11 of the Iowa Title Examination Standards, the abstracting standards of the Iowa Land Title Association and the 40 Year Marketable Title Act

Respectfully submitted,

HOPKINS & HUEBNER P C



Michael J Green

mjpg\3288-0002\plat\Madison Co\ajg  
Enclosure

**EXHIBIT "A"**

The S ½ of the NW ¼ and the S ½ of the NE ¼ and the N ½ of the SE ¼ and the NE ¼ of the SW ¼, all in Section 24 of Township 77 North, Range 26 West of the 5<sup>th</sup> P M, Madison County, Iowa, subject to easements of record, **except** that part of the S ½ of the NE ¼ of Section 24, Township 77 North, Range 26 West of the 5<sup>th</sup> P M, Madison County, Iowa described as follows Beginning at a point 154.42 feet North of the E ¼ corner of said Section 24, thence N90°00'00"W (the East line of said NE ¼ is assumed to bear N00°00'00"E for the purpose of this description only) and perpendicular to the East line of said NE ¼, 320.94 feet, thence S00°00'00"E 15.00 feet, thence Westerly along a curve to the left having a radius of 233.00 feet and a central angle of 6°53'09", an arc distance of 28.00 feet, thence S83°06'51"W, 806.95 feet, thence N00°00'00"E, 947.83 feet, thence S82°48'00"W, 400.00 feet, thence N00°00'00"E, 200.00 feet to an existing fenceline, thence N82°48'00"E, along said existing fenceline, 1559.14 feet to the East line of said NE ¼, thence S00°00'00"E, 1179.68 feet to the point of beginning, containing 32.255 acres, more or less, including 0.892 acres for road right-of-way easement over the East 33.00 feet thereof Subject to easements, restrictions, public improvements, agreements and covenants of record

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**LENDER'S CONSENT TO PLAT**

KNOW ALL MEN BY THESE PRESENT

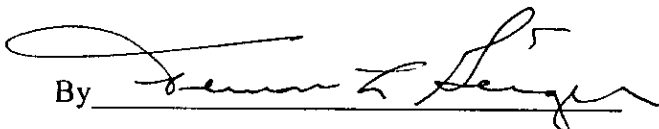
The undersigned, Earham Savings Bank, acting with full authority to act for and on behalf of the corporation, does hereby consent to the platting of the property to be platted as Polo Pointe Plat 1, an Official Plat, included in and forming a part of Madison County, Iowa and specifically described as follows

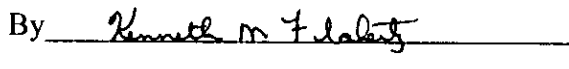
See Exhibit "A" attached hereto

This consent is given freely and in accordance with their consent and desire by the undersigned as mortgagees to that property described above which is to be included in said plat

Dated on this 24 day of SEPTEMBER, 1996, in the City of West Des Moines, Iowa

**EARLHAM SAVINGS BANK**

By   
Its EXEC VICE PRESIDENT

By   
Its Vice President

STATE OF IOWA    )  
                                  )SS  
COUNTY OF POLK )

On this 24 day of September, 1996, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Vernon L. Geigero and Kenneth M. Flaherty to me personally known, who, being by me duly sworn, did say that they are the Executive Vice Pres and Vice President of said corporation executing the within and foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and that the said President as such officer acknowledged the execution of said

instrument to be the voluntary act and deed of said corporation, by it and by he voluntarily executed



Christine Mapes  
Notary Public in and for the State of Iowa

mjg\3288-0002\plat\Lender's Consent\ajg

EXHIBIT "A"

Beginning at the E ¼ corner of Section 24, Township 77 North, Range 26 West of the 5<sup>th</sup> P M , Madison County, Iowa, thence S00°00'00"W, along the east line of the NE ¼ of the SE ¼ of said Section 24-77-26 and also along the centerline of a public roadway, 1310 65 feet to the SE corner of said NE ¼ of the SE ¼, thence S82°55'00"W, along the south line of the NE ¼ of the SE ¼ and the NW ¼ of the SE ¼ of said Section 24-77-26 and also along the north line of Evans Rural Estates Plat 2, an Official Plat, now included in and forming a part of Madison County, Iowa, 1609 49 feet, thence N07°5'05"W, 248 70 feet, thence N31°40'46"E, 719 20 feet, thence N84°34'15"E, 115 44 feet, thence N05°25'45"W, 677 44 feet, thence N83°06'51"E, 856 64 feet, thence N86°33'25"E, 27 99 feet, thence N00°00'00"E, 15 00 feet, thence N90°00'00"E, 320 94 feet to a point on the east line of the SE ¼ of the NE ¼ of said Section 24-77-26 and also to a point on the centerline of a public roadway, thence S00°00'00"W, along the east line of the SE ¼ of the NE ¼ of said Section 24-77-26 and also along the centerline of a public roadway, 154 42 feet to the point of beginning, all of said parcel being located in the SE ¼ of the NE ¼ and the NE ¼ of the SE ¼ and the NW ¼ of the SE ¼ of Section 24, Township 77 North, Range 26 West of the 5<sup>th</sup> P M , Madison County, Iowa and contains approximately 46 0360 acres

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TREASURER'S CERTIFICATE

STATE OF IOWA )
)SS
COUNTY OF MADISON )

I, Becky McDonald, Treasurer of Madison County, having examined the records of my office, in accordance with the provisions of Section 354 11 of the Code of Iowa pertaining to real properties as specifically set forth in Exhibit "A" attached hereto and made a part hereof, to be hereinafter designated as

Polo Pointe Plat 1

do hereby certify that same is free from all certified taxes, special assessments and special rates and charges

Nor are there any taxes due for Moneys and Credits, Bushels of Grain, Industrial Machinery, Data Processing Equipment, Utilities or Buildings on Leased Land,

John W Bontrager and Mary C Bontrager

who are the record titleholders of said real estate

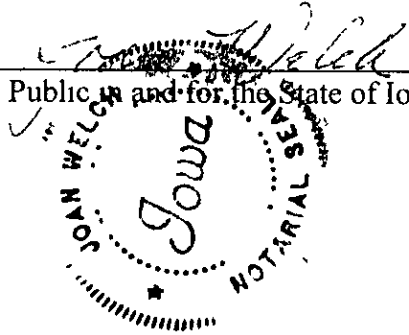
Dated at Winterset, Iowa, this 28 day of March, 1996-1997

BECKY MCDONALD
MADISON COUNTY TREASURER

By Becky McDonald
Deputy Treasurer

Subscribed and sworn to before me this 28 day of March, 1996-1997

Notary Public in and for the State of Iowa



mjpg\3288-0002\plat\Treasurer's Cert\ajg

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**EXHIBIT "A"**

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RECEIPT OF TAXES

PAGE- 1

MADISON COUNTY TREASURER  
PO BOX 152  
WINTERSET , IA 50273 0000

DATE 03/27/97

OWNER #: 0626200

NAME: BONTRAGER, JOHN W & MARY C

ADDRESS: 600 COUNTRY CLUB BLVD  
CITY: DES MOINES , IA 50312

PAID BY: JOHN BONTRAGER CK1317

RECEIPT KEY	1ST	TAX	INTEREST	DRAINAGE INTEREST	COST	TOTAL PAID
9697-1000635-01						
070012426001000		123 00				123.00
9697-1000637-01						
070012428001000		21.00				21.00
9697-1000639-01						
070012446000000		156.00				156.00
9697-1000640-01						
070012448000000		123 00				123.00
9697-1000641-01						
070012462000000		134.00				134 00
9697-1000646-01						
070012482000000		317.00				317.00
9697-1000647-01						
070012484000000		120.00				120.00

**PAID**  
MAR 27 1997

MADISON COUNTY TREASURER

TOTAL TAX PAID:	994.00
TOTAL INTEREST PAID:	
TOTAL DRAINAGE INTEREST PAID:	
TOTAL COST PAID:	
GRAND TOTAL PAID:	994.00

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**DECLARATIONS  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
POLO POINTE**

**THIS DECLARATION** is made on the date hereinafter set forth by John W and Mary C Bontrager dba Bontrager Development Inc of Polk County, Iowa, hereinafter referred to as "Declarant "

**WITNESSETH**

**WHEREAS**, Declarant is the owner of certain property situated in Madison County, Iowa, which is more particularly described as

All Lots in **POLO POINTE**, an Official Plat, Madison County, Iowa,

(hereinafter referred to as the "properties"),

and, **WHEREAS**, John W and Mary C Bontrager are the titleholders to all the building lots therein located,

**NOW THEREFORE**: The undersigned creates the following restrictive covenants effective and binding on all lots in said plat

**ARTICLE I - PURPOSE**

Declarant desires to create upon the properties a residential community. In order to preserve the natural setting and beauty of the properties, to establish and preserve a harmonious and esthetically pleasing design for the properties and to protect and promote the value of the properties, any and all improvements located therein or thereon shall be subject to the restrictions set forth herein. Every grantee of any interest in the properties, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions herein.

**ARTICLE II - DEFINITIONS**

A **POLO POINTE** shall mean and refer to the real property located in the residential subdivision described above

B "Declarant" shall mean and refer to John W and Mary C Bontrager dba Bontrager Development and its successors and assigns

C "Lot" shall mean and refer to one or more of land which is described and shown

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upon the recorded plat of Polo Pointe which are available for the construction of a single family residence

D "Building Plot" shall mean and refer to one or more platted lots, or one platted lot and portional portions of adjacent platted lots in Polo Pointe

E "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or building plot which is a part of Polo Pointe Declarant retains the right to be the owner of any lot that remains unsold

F "Common Areas" shall mean those designated Lots owned by the Homeowners Association

### ARTICLE III - PROPERTY RIGHTS

A Owner shall have a perpetual right and easement of enjoyment in and to the Polo Pointe Common Areas

(1) The right of the Association after 10 days advance written notice specifying the amount of unpaid dues or assessment to suspend the voting rights of any Owner and to suspend any Owner's right to use the Common Areas for any period, during which any dues or assessment so specified against his Lot remains unpaid

(2) The right of the Association to suspend Owner's right to use the Common Areas for a period not to exceed 60 days for any infraction of published rules and regulations of the Association

(3) The right of the Association to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as determined by the members of the Association

B Any person residing on a residential Lot shall have the same right and easement of enjoyment in and to the Common Areas which the Owner has pursuant to Section 1 above, but subject to the rights of the Association set forth in Section 1 above

### ARTICLE IV - MEMBERSHIP IN ASSOCIATION

Every person or entity who is a record Owner of a fee or undivided fee interest in any residential Lot which is subject by covenants of record to assessment by the Association, including contract buyers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any residential Lot which is subject to assessment by the Association. Ownership of such residential Lot shall be the sole qualification for membership

Declarant reserves an easement across all roadways located within the Property for the purpose of ingress and egress, utility installation, etc., for the possible future expansion of the



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Polo Pointe subdivision to contiguous areas Declarant further reserves the right to expand Polo Pointe and to join expansion areas with the current subdivision, Association, etc

#### ARTICLE V - VOTING RIGHTS

A The Association shall have two classes of voting membership

(1) Class A Members Class A Members shall be all those Owners as defined in Article IV with the exception of the Declarants Class A Members shall be entitled to one vote for each residential Lot in which they hold the interest required for membership by Article IV When more than one person holds such interest in any Lot, all such persons shall be members The vote for such residential Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any residential Lot

(2) Class B Members The Class B Members shall be the Declarants The Class B Members shall be entitled to three (3) votes for each Lot in which they hold the interest required for membership by Article IV, provided that the Class B Membership shall cease and be converted to Class A Membership when the total votes outstanding the Class A Membership exceeds the total votes outstanding the Class B Membership

#### ARTICLE VI - COVENANT FOR ASSESSMENTS

A The Declarants for each Lot owned within the Property hereby covenant, and each Owner of a residential Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made Each assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due Their personal obligation shall not pass to his successor in title unless expressly assumed by them

B Only residential Lots are subject to assessment, Outlots and Common Areas are excluded

C The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of the property, services, roads, road right-of-way, entrance way, utilities, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, and of the homes situated upon the Property

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D In addition to the annual assessments 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 or reconstruction, improvements, unexpected repair or replacement of streets, roads, entrances, right-of-way, trails, or of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 10 days nor more than 30 days in advance of the meeting setting forth the purpose of the meeting

E Both annual and special assessments shall be fixed at a uniform rate for all residential Lots, regardless of size or location with the Property

F At the first meeting called, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Article VI - D, and the required quorum at any such subsequent meeting shall be sixty percent (60%) of those present at said meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting

G Due dates of Annual Assessments To be determined by vote of the Association.

H Remedies of the Association Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of one and one-half percent (1 1/2%) per month, and the Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment

I The lien of the assessments provided for herein shall be subordinate to the lien of any prior recorded mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien

#### ARTICLE VII - GENERAL RESTRICTIONS

A All setbacks will be in accordance with the Madison County regulations and building setbacks as shown on the recorded plat

B Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Polo Pointe. The Owner or occupant of the building plot shall at his or her expense keep and preserve that portion of the easement within his or her property at all times in good repair and condition, and shall neither erect or permit erection of any building or structure of any kind nor permit any growth of any kind within said easement

which might interfere in any way with the use and patrolling of any of the utility services and drainage courses located in the easement

C Thereby is hereby reserved for the benefit of Declarants, the Association and their respective successors and assigns the alienable, transferable and perpetual right and easement upon, over and across those strips of land forty (40) feet in width located along and adjacent to those exterior boundaries located adjacent to streets and roads for all Lots, such strips to be bounded by such exterior boundaries adjacent to streets and roads and by lines in the interior of such Lots which are forty (40) feet from and parallel to such exterior boundaries, for the installation, maintenance and use of sidewalks, trails, directional signs and related improvements, provided that Declarant shall have no obligation to construct any such improvements

D Drainage of storm and surface waters in the plat will be by open surface water drainage courses in true keeping with the rural nature of the zoning classification Each Owner will be responsible for accepting any upstream drainage including drainage from streets and street culverts, and passing the water across the street to the downstream side The Owner shall not divert drainage from its natural course to another lot without the express written consent of the other Owner Each Lot Owner agrees to maintain, keep free of weeds and debris and keep in good repair, at no costs or expense to Madison County, any surface water drainage, or storm drainage way, located on over and across the Lot Madison County in no way assumes responsibility for maintenance of surface water drainage courses or any damage that may be caused by the surface after drainage course to each and every Lot or improvements placed thereon, in the Plat

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

F No boat, snow mobile, recreational vehicle, trailer, or other vehicle other than automobiles shall be stored or parked on any Lot unless enclosed in a House or Outbuilding The Declarant may limit or prohibit the parking of automobiles on any street or driveway In the event of violation of this provision the Declarant may, after reasonable notice, remove such boat, snow mobile, recreational vehicle, trailer or other vehicle and assess the costs of such removal to the Owner of the Lot

G The Owner or person in possession of each Lot, whether vacant or improved, shall keep the same mowed and free of debris Each Owner agrees that after written notice given by certified mail to such Owner or person in possession by the Declarant or any property within 500 feet of such lot such weeds and/or such debris shall be removed within fifteen (15) days, failing which the Declarant or the property Owner giving such notice may enter upon the property to cut or cause to be cut such weeds, remove or cause to be removed such debris, and shall have a right of action against the Owner of such lot for the collection of the costs thereof

H Each Owner shall be responsible for the repair, maintenance and replacement of utility services and lines serving his or her Lot

I All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdictions, shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of property shall be the same as the responsibility for the maintenance for the repair of the property concerned.

J No lot shall be subdivided, partitioned, replatted or in any way divided so as to create more than one parcel of real estate for the purpose of constructing and maintaining a House thereon.

K No signs of any kind shall be displayed to the public view on any lot, except, signs of not more than six (6) square feet advertising property for sale or rent, or signs used by a builder to advertise the property during construction. Excluded from this provision is subdivision marketing signage as erected by the Declarant, which is specifically allowed.

#### ARTICLE VIII - USE RESTRICTIONS

##### A Architectural control

1 No building or structure, nor any addition or alteration thereof shall be constructed, altered, or maintained on any building plot unless and until detailed plans, specifications, proposals, and site plans (hereinafter collectively referred to as "Plans") shall have been filed in writing and have been approved in writing by Declarant.

2 Submitted plans shall contain details of design, color scheme, elevation, site grade, fencing, roofing, solar systems, and location of an dimensions of structures, walks, driveways, landscaping, yard lights, and mailboxes and shall also state the type of construction, including the submission of proposed external details. Declarant shall not unreasonably withhold approval of plans submitted pursuant hereto provided, however, that failure to meet covenants, restrictions and conditions contained herein shall be grounds for Declarant's reasonable disapproval of such plans.

3 Failure of Declarant to disapprove plans within thirty (30) days of submission of said plans shall be deemed to be approval thereof. Declarant and its designated architect shall not be liable to anyone in damages who has submitted plans for approval, or to any Owner by reason of mistaken judgment, negligence, or nonfeasance of itself, its agents or employees arising out of or in connection with the approval or disapproval of any such plans.

4 Plans approved by Declarant shall permit the Owner of a building plot to construct in accordance with said plans and in conformity of the applicable codes. Dirt removal, excavation or construction shall not be commenced until approval therefore has been received from Declarant.

5 Any deviation in construction on any building plot from approval plan, which in the judgment of Declarant is of substantial detriment to the appearance of the structure or surrounding area, shall be corrected to conform to the approved plans at the expense of the

Owner of the building plot

B Minimum dwelling floor area requirements

No dwelling shall be constructed or permitted to remain upon any lot within the development unless it meets the following floor area requirements

- 1 One-story dwellings must have a ground floor finished area of not less than 2200 square feet
- 2 One and one-half story dwellings must have not less than 1800 square feet of finished area on the ground floor and a total on the ground floor and second floor of not less than 3000 square feet of finished area
- 3 Two-story dwellings must have not less than 1300 square feet of finished area on the ground floor and a total on the ground floor and second floor of not less than 3000 square feet of finished area
- 4 Split-entry dwellings must have not less than 1900 square feet of finished area directly under the roof and a total finished area of 2600 square feet
- 5 Split-level dwellings must have not less than 1900 square feet of finished area directly under the roof and a total finished area of 2600 square feet

In the computation of floor area, the same shall not include any porch breezeways, garages, attics, cellars, and basements

C Design and construction of House and Outbuildings

- 1 No mobile home or manufactured home, as defined in the Code of Iowa, shall be placed upon or erected on any Lot
- 2 No House, Outbuilding, or any other structure shall be constructed, altered or maintained on any lot unless it has a driveway running from a street to the home which must be of a sufficient area to park at least two (2) automobiles entirely off the street. All driveways shall be constructed of concrete, bituminous surfacing, or three-quarter (3/4) inch limestone gravel
- 3 All dwellings must have, at a minimum, double-attached or double-basement garages. In addition, the garage opening, whether attached or part of any Outbuilding, shall be designed in such a manner that it does not face the front boundary of the lot upon which it is constructed
- 4 No more than twelve (12) inches of concrete block, poured concrete, or clay tile foundation shall be exposed on any building and any such exposed materials shall be painted or covered with brick or stone veneer

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5 Any dog run, tool shed, trash receptacle, or other outside structure of like nature shall be properly screened by reasonable shrubbery or decorative fence or both so that it is not visible from the street or from any other lot

6 All Houses, or Outbuildings, or improvements of any kind must be completed within twelve (12) months of the commencement date of the construction

7 No above ground or non-permanent swimming pools shall be permitted any lot

8 No chain link fence, snow fence or temporary fence of any kind shall be permitted on any lot except that a chain link fence may be permitted around a dog run or tennis court, provided the chain link fence is black

9 Each Owner of a Building Plot will be required before occupancy of a Dwelling or Outbuilding to plant four (4) hardwood trees (2" caliper or more) In addition, the front yard, up to the building setback line, shall be seeded The 30 foot area immediately surrounding the House shall be sodded prior to occupancy If said occupancy will occur during a season which makes it impossible to accomplish each task, occupancy shall occur and said work will immediately be completed by the Owner when weather conditions first permit

10 All painted surfaces on any House or Outbuildings shall be painted in earth tones or neutral colors

11 Any LP gas tank located on any Lot shall be buried below ground

12 Each Lot Owner shall install, maintain and operate a five globe decorative postlight with five 12" white globes and being eight feet in height located within five feet of the front property line of its respective lot and described post light shall be powered by the residence and controlled by an operating photocell

13 No towers shall be constructed on any Lot, however, antenna and satellite dishes are permissible, provided that the same are screened in such a fashion so as not to be visible from the road ways or from any other lot

14 Notwithstanding the provisions of this subsection to the contrary, guest houses may be permitted in Outbuildings subject to the approval of the plans of such Outbuildings no guest house shall be used for permanent living quarters, nor shall any guest house be allowed on a lot which does not have a house erected thereon

#### D Animals and Household Pets

1 No animals, livestock or poultry of any kind, shall be raised, bred or kept on any Lot except that horses, ponies, dogs, cats, and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes In no event, however, shall more than two (2) dogs be maintained on any one building plot at any one time Dogs must be

2/3  
tied or fenced in a dog run Domestic animals may be permitted by special permit from Declarant, if allowed within the zoning restrictions of Madison County

2 No horses shall be kept on any lot until an Outbuilding has been constructed sufficient in size to provide stable area for the horses kept on such lot The location, design and construction of the Outbuilding shall be approved in accordance with the Declarant's provisions of the architectural control provisions of the Declaration and shall comply with Madison County zoning regulations Where the construction of an Outbuilding precedes the onset of the construction of a Dwelling, the Owner shall provide Declarant with a site plan sufficient in detail to assure that the location of the Dwelling, Outbuilding and Pasture Area conform with the Declaration in all respects

3 No horse shall be kept on any lot unless and until an approved fence has been constructed on such lot providing for complete enclosure of the area where the horses will be kept (hereinafter "Pasture Area") An approved fence is a fence approved in accordance with the express terms of the Declaration and in accordance with the architectural control and approval provisions herein Horses shall be kept only in the Pasture Area, which area shall be restricted to that portion of the Lot located behind the House

4 No lot shall be used for the commercial boarding, training or keeping of horses whether or not such boarding, keeping or training is being performed for remuneration or voluntarily

5 Each lot shall be maintained, and each Owner thereof shall take such measures as may be reasonably necessary so as to not allow noxious and offensive odors, waste, effluents, pests, and pestilence from leaving the boundaries of such lot

6 An Owner shall be permitted to ride and exercise their horses on his or her property with the Pasture Area and on the driveways Horseback riding shall be permitted on all Common Areas to the Association of Lot Owners of Polo Pointe and within the easement areas surrounding the exterior boundary of Polo Pointe

7 The provisions of this article may be enforced by either the Declarant or by other Owners In the event that an Owner fails to maintain fences located on his or her property or fails to comply with the other restrictions of this article, the Declarant or any other Owner shall have the right to perform such action and assess thereof to the Owner on whose behalf the Declarant or Owner perform such actions

#### ARTICLE IX - MISCELLANEOUS

A The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land, and shall remain in full force and effect until August 1, 2017, at which time said covenants, restrictions and provisions shall automatically be extended for successive periods of ten (10) years each However, at any time, such covenants, restrictions and

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provisions may be amended, modified, changed or canceled, in whole or in part, upon written agreement signed by the Owner or Owners of seventy-five percent (75%) of the lots hereby restricted

B If any party shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, it shall be lawful for Declarant, or any Owners owning building plots in Polo Pointe entitled to the protection provided herein, to prosecute proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants, conditions or restrictions, and to either prevent him or them from doing or recovering damages for such violations

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

D Words and phrases herein including acknowledgments hereof, shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to context

E Failure of the Declarant or an Owner to enforce any covenant, condition or restriction herein, shall not constitute a waiver of the right to enforce the same thereafter



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RESOLUTION APPROVING FINAL PLAT  
OF THE  
POLO POINTE PLAT 1 SUBDIVISION

WHEREAS, there was filed in the office of the Madison County Zoning Administrator a registered Land Surveyor's plat of a proposed subdivision known as Polo Pointe Subdivision, and

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

Being an Official Plat of the following described real estate

Beginning at the East One Quarter Corner of Section 24, Township 77 North, Range 26 West of the 5th P M, Madison County, Iowa; Thence S 00°00'00" W along the East line of the NE 1/4 of the SE 1/4 of said Section 24-77-26 and also along the centerline of a public roadway, 1310.65 ft to the SE Corner of said NE 1/4 of the SE 1/4 of Section 24-77-26, thence S 82°55'00" W. along the South line of the NE 1/4 of the SE 1/4 and the NW 1/4 of the SE 1/4 of said Section 24-77-26 and also along the North line of Evans Rural Estates Plat 2, an Official Plat now included in and forming a part of Madison County, Iowa, 1609.49 ft, thence N 07°05'00" W. 248.70 ft, thence N 31°40'46" E 719.20 ft; thence N 84°34'15" E 115.44 ft, thence N 05°25'45" W. 677.44 ft.; thence N. 83°06'51" E 856.64 ft, thence N 86°33'25" E. 27.99 ft., thence N. 00°00'00" E 15.00 ft, thence N 90°00'00" E. 320.94 ft to a point on the East line of the SE 1/4 of the NE 1/4 of said Section 24-77-26 and also to a point in the centerline of a Public Roadway, thence S. 00°00'00" W along the East line of the SE 1/4 of the NE 1/4 of said Section 24-77-26 and also along the centerline of a Public Roadway, 154.42 ft to the Point of Beginning. All of said parcel being located in the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 24, Township 77 North, Range 26 West of the 5th P.M, Madison County, Iowa, and contains approximately 46.0362 Acres

WHEREAS, there was filed with said plat a Consent to Plat containing a statement to the effect that the subdivision as it appears on the plat is with free consent and in accordance with the desire of the proprietors, John W. Bontrager and Mary C Bontrager, and

WHEREAS, said plat was accompanied by a complete abstract of title and an opinion from an attorney at law showing that the fee title is in said proprietors and subject to the following matters 1 Mortgages Entry No 52 2 Real Estate Taxes Entry No 58 3 Easements Entry No 13 Entry No 45 4. Covenants and Restrictions Entry No 54. 5 Variance Entry No 53 6 Searches. Entry No 59 a complete listing of all the above included with other documents, and

WHEREAS, a Lender's Consent to Plat from the Earlham Savings Bank, has also been filed with consent to the platting of the property to be platted as Polo Pointe Plat 1, an Official Plat, included in and forming a part of Madison County, Iowa, and specifically described as Exhibit "A" attached hereto; and

WHEREAS, a Treasurer's Certificate stating that same is free from all certified taxes, special assessments and special rates and charges, nor are there any taxes due for Moneys and Credits, Bushels of Grain, Industrial Machinery, Data Processing Equipment, Utilities or Buildings on Leased Land, John W Bontrager and Mary C Bontrager, who are the record titleholders of said real estate, and

WHEREAS, said subdivision and plat have been approved by the Madison County Zoning Administrator and the Madison County Zoning Commission; and

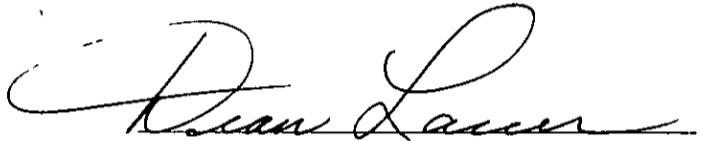
WHEREAS, the Board of Supervisors of Madison County, Iowa find that said plat conforms to the provisions of the Madison County Zoning Ordinance, and that the plat, papers and documents presented therewith should be approved by the Board of Supervisors and that said plat, known as Polo Pointe Plat 1 should be approved by the Board of Supervisors of Madison County, Iowa

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

1. That said plat known as Polo Pointe Plat 1 prepared in connection with said plat and subdivision are hereby approved

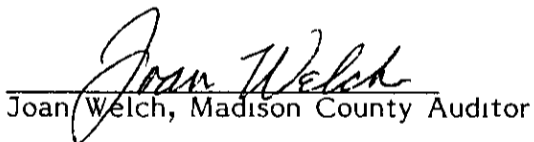
2 The Madison County Zoning Administrator is hereby directed to certify this resolution which shall be affixed to said plat to the County Recorder of Madison County, Iowa, and attend to the filing and recording of the plat, papers and documents which should be filed and recorded in connection therewith.

Dated this 23rd day of September, 1997, in Winterset, Iowa.



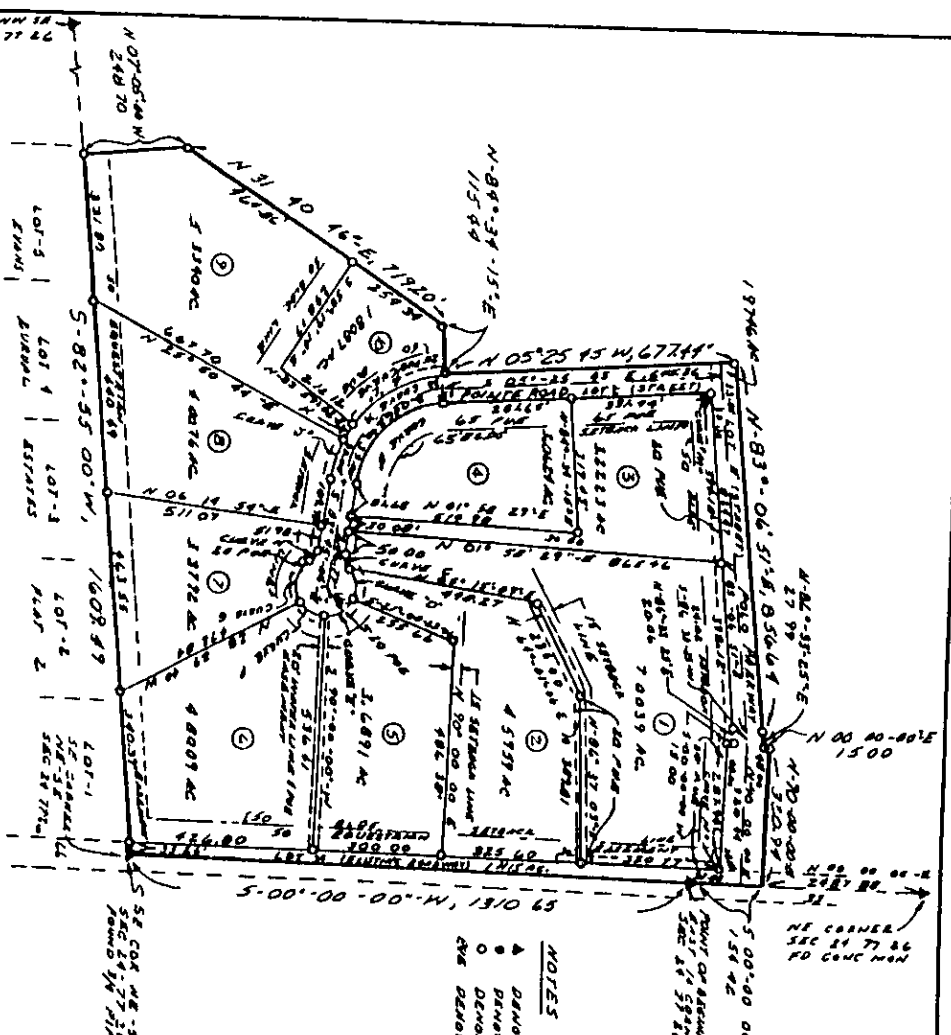
Dean Lauer, Chairman  
Madison County Board of Supervisors

ATTEST:



Joan Welch, Madison County Auditor

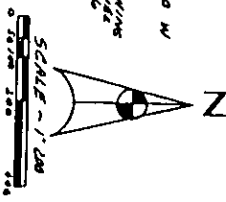
# FINAL PLAN - POLO POINTE



CURVE	BEARING	LENGTH	CHORD	AREA
A	150 00	18° 17' 21"	341.25	3187.5
B	210 00	18° 17' 21"	276.67	2740.7
C	60 00	47° 32' 50"	41.43	43.42
D	66 00	57° 32' 11"	66.07	43.42
E	66 00	86° 37' 45"	78.89	74.60
F	66 00	52° 42' 45"	61.87	57.65
G	66 00	81° 36' 07"	97.86	89.14
H	66 00	47° 32' 50"	44.43	43.42
I	66 00	346° 55' 35"	308.10	97.43
J	281 00	7° 35' 24"	96.74	96.89
K	281 00	8° 46' 40"	100.44	100.00
L	281 00	50° 31' 31"	230.06	248.01
M	30 00	88° 32' 34"	16.34	41.88
N	30 00	302° 08' 00"	47.72	42.43

**NOTES**

- ▲ DENOTES SECTION CORNER FOUND
- DENOTES IRON PIN OR NAIL FOUND
- DENOTES IRON WIRE OR 2 1/2" JET
- DENOTES PUBLIC UTILITY EASEMENT



## LEGAL DESCRIPTION

BEING AN ORIGINAL PLAN OF THE FOLLOWING DESCRIBED REAL ESTATE,

BEGINNING AT THE EAST CORNER OF SECTION 24 TOWNSHIP 77 NORTH, RANGE 66 WEST OF THE 5TH R.M., MADISON COUNTY, IOWA;

THENCE S 00° 00' 00" W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 24 TO 77 1/2' AND ALSO ALONG THE CENTRAL LINE OF SAID SECTION 24 TO 77 1/2' TO THE CENTER OF SAID NE 1/4 OF THE SE 1/4 OF SECTION 24-77 1/2';

THENCE S 01° 35' 00" W, ALONG THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 24 TO 77 1/2' AND THE NW 1/4 OF SAID SECTION 24 TO 77 1/2' AND ALSO ALONG THE NORTH LINE OF SAID NE 1/4 OF SAID SECTION 24 TO 77 1/2' TO THE CENTER OF SAID NE 1/4 OF THE SE 1/4 OF SECTION 24-77 1/2';

THENCE N 03° 45' 00" W, 218 TO 21;

THENCE N 31° 46' 46", 218 TO 21;

THENCE N 01° 34' 15" E, 115 TO 21;

THENCE N 05° 25' 45" N, 677 TO 21;

THENCE N 83° 46' 31" E, 846 TO 21;

THENCE N 82° 38' 25" S, 229 TO 21;

THENCE N 00° 00' 00" E, 1500 TO 21;

THENCE N 90° 00' 00" E, 120 TO 21 TO A POINT ON THE EAST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 24 TO 77 1/2' AND ALSO ALONG THE CENTRAL LINE OF SAID SECTION 24 TO 77 1/2' TO THE CENTER OF SAID NE 1/4 OF THE SE 1/4 OF SECTION 24-77 1/2';

THENCE S 00° 00' 00" W, ALONG THE EAST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 24 TO 77 1/2' AND ALSO ALONG THE CENTRAL LINE OF SAID SECTION 24 TO 77 1/2' TO THE CENTER OF SAID NE 1/4 OF THE SE 1/4 OF SECTION 24-77 1/2';

THENCE S 00° 00' 00" W, ALONG THE EAST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 24 TO 77 1/2' AND ALSO ALONG THE CENTRAL LINE OF SAID SECTION 24 TO 77 1/2' TO THE CENTER OF SAID NE 1/4 OF THE SE 1/4 OF SECTION 24-77 1/2';

THENCE S 00° 00' 00" W, ALONG THE EAST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 24 TO 77 1/2' AND ALSO ALONG THE CENTRAL LINE OF SAID SECTION 24 TO 77 1/2' TO THE CENTER OF SAID NE 1/4 OF THE SE 1/4 OF SECTION 24-77 1/2';

THENCE S 00° 00' 00" W, ALONG THE EAST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 24 TO 77 1/2' AND ALSO ALONG THE CENTRAL LINE OF SAID SECTION 24 TO 77 1/2' TO THE CENTER OF SAID NE 1/4 OF THE SE 1/4 OF SECTION 24-77 1/2';

THENCE S 00° 00' 00" W, ALONG THE EAST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 24 TO 77 1/2' AND ALSO ALONG THE CENTRAL LINE OF SAID SECTION 24 TO 77 1/2' TO THE CENTER OF SAID NE 1/4 OF THE SE 1/4 OF SECTION 24-77 1/2';

FILED NO 1418  
BOOK 3 PAGE 137  
97 OCT -7 PH 2.25

MICHELLE UTSLIC,  
RECORDER  
MADISON COUNTY, IOWA



**CERTIFICATION**

I, CHARLES E. ENGBRECHT, ENGINEER, DO HEREBY CERTIFY THAT THE PLAN WAS PREPARED 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 E. Englebrecht*  
9-15-97  
12-15-97

WENIG & ORLES, DE 153-3887  
MILWAUKEE, WISCONSIN DE 1-907

FINAL PLAN OF POLO POINTE  
OWNER: BILL BOUTARD  
OR SECTION 24, TOWNSHIP 77 N, RANGE 66 W, MADISON COUNTY, IOWA.  
DATE: 10-1-97  
FILED: 10-7-97  
RECORDED: 10-7-97  
ORLES ENGINEERING COMPANY  
949-6576  
TWIN FALLS, IDAHO 83421  
TELEPHONE: 515-255-1777