

WARREN COUNTY, IOWA
FILED FOR RECORD

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BOOK 2001 PAGE 3677
JUDITH K. LATHROP, RECORDER

This Document prepared by: ^AChristy L. Diehl, 101 West Salem, Indianola, Iowa 50125

DEPUTY

**PROPRIETOR'S STATEMENT ACCOMPANYING PLAT OF
MARYWOOD LAKES ADDITION PLAT 2**

131 ⁰⁰/_{PL}

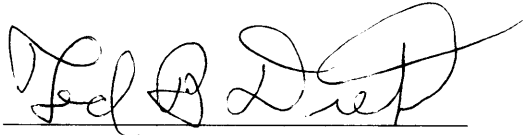
Marywood Farms, Inc. by Ted B. Diehl does hereby plat the following described real estate:

Marywood Lakes Addition, Plat 2, being a part of the East Half of Section 3, and the West Half of Section 2, all in Township 75 North, Range 23 West of the 5th P.M., Warren County, Iowa more particularly described as follows:

Beginning at the East Quarter Corner of Section 3, Township 75 North, Range 23 West of the 5th P.M., Warren County, Iowa thence South 00° 13' 34" West 132.00 feet to the South line of the North 2 acres of the East Half of the Northeast Quarter of the Southeast Quarter of said Section 3; thence North 87° 58' 12" West 666.46 feet along said South line; thence North 00° 13' 34" East 132.00 feet to a point on the South line of the Southeast Quarter of the Northeast Quarter of said Section 3; thence North 37° 04' 15" West 15.98 feet to the Southeast Corner of Lot 14 of Marywood Lakes Addition Plat 1; thence along the East and South line of Marywood Lakes Addition Plat 1 North 07° 18' 07" West 896.68 feet; thence North 68° 26' 36" East 343.25 feet; thence North 29° 49' 11" West 192.56 feet; thence North 71° 05' 33" East 289.44 feet; thence South 42° 57' 37" East 432.87 feet; thence North 56° 45' 46" East 343.20 feet to the Southeast Corner of Lot 9 of Marywood Lakes Addition Plat 1; thence South 07° 04' 55" West 360.00 feet; thence South 28° 45' 46" West 272.00 feet; thence South 34° 25' 17" West 152.53 feet; thence South 11° 51' 17" West 98.17 feet; thence North 84° 51' 17" East 134.91 feet; thence 116.08 feet along a 140.00 foot radius curve concave Southwesterly with a 112.78 foot chord bearing South 71° 23' 33" East; thence North 72° 46' 26" East 415.00 feet; thence South 63° 41' 52" East 400.00 feet; thence South 40° 41' 52" East 275.00 feet; thence South 50° 41' 52" East 305.00 feet; thence South 23° 41' 52" East 280.00 feet; thence South 05° 33' 08" West 570.00 feet; thence South 24° 26' 52" East 140.00 feet; thence South 01° 22' 07" East 264.47 feet to a point on the South line of the North Half of the Southwest Quarter of Section 2, Township 75 North, Range 23 West of the 5th P.M., Warren County, Iowa; thence North 89° 24' 54" West 880.00 feet along said South line to the Southwest Corner of the East Half of the Northwest Quarter of the Southwest Quarter of said Section 2; thence North 00° 13' 34" East 1310.96 feet to the Northwest Corner of said East Half; thence North 89° 13' 15" West 666.55 feet to the Point of Beginning. Said Marywood Lakes Addition Plat 2 contains 58.844 acres and is divided into 20 lots numbered 1 through 20 and Parcel "A" which is to be an addition to Lot 9 of Marywood Lakes Addition Plat 1.
into a subdivision to be known as Marywood Lakes Addition, Plat 2, Warren County, Iowa into

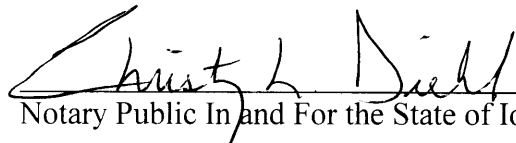
twenty (20) lots, all as indicated by Final Plat of Marywood Lakes Addition, Plat 2 dated March 27, 2001, attached hereto and made a part hereof, said plat having been prepared by J.M. Hochstetler, L.L.S. on the 27th day of March, 2001. The subdivision is made with free consent and in accordance with the desires of the proprietor.

Dated this 24TH day of April, 2001.



Marywood Farms Inc.
by Ted B. Diehl

On this 24TH day of April, 2001, before me, the undersigned, a Notary Public In and for Warren County, Iowa personally appeared Ted B. Diehl, to me personally known who being by me duly sworn, did affirm that he is Vice-President of Marywood Farms Inc., which is the corporation executing the within and foregoing instrument, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Ted B. Diehl as Vice-President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and him voluntarily executed.



Notary Public In and For the State of Iowa
03-09-04

**Christy L. Diehl
Attorney at Law
101 West Salem
Indianola, Iowa 50125**

**Telephone: (515) 961-8846
Facsimile: (515) 961-5557**

April 24, 2001

Mr. Woodrow Diehl
Mr. Ted Diehl
Marywood Farms, Inc.
1660 Kennedy Street
Indianola, Iowa 50125

Dear Mr. Diehl:

This is to certify that I have examined the abstract of title covering the following-described real estate:

Marywood Lakes Addition, Plat 2, being a part of the East Half of Section 3, and the West Half of Section 2, all in Township 75 North, Range 23 West of the 5th P.M., Warren County, Iowa more particularly described as follows:

Beginning at the East Quarter Corner of Section 3, Township 75 North, Range 23 West of the 5th P.M., Warren County, Iowa thence South $00^{\circ} 13' 34''$ West 132.00 feet to the South line of the North 2 acres of the East Half of the Northeast Quarter of the Southeast Quarter of said Section 3; thence North $87^{\circ} 58' 12''$ West 666.46 feet along said South line; thence North $00^{\circ} 13' 34''$ East 132.00 feet to a point on the South line of the Southeast Quarter of the Northeast Quarter of said Section 3; thence North $37^{\circ} 04' 15''$ West 15.98 feet to the Southeast Corner of Lot 14 of Marywood Lakes Addition Plat 1; thence along the East and South line of Marywood Lakes Addition Plat 1 North $07^{\circ} 18' 07''$ West 896.68 feet; thence North $68^{\circ} 26' 36''$ East 343.25 feet; thence North $29^{\circ} 49' 11''$ West 192.56 feet; thence North $71^{\circ} 05' 33''$ East 289.44 feet; thence South $42^{\circ} 57' 37''$ East 432.87 feet; thence North $56^{\circ} 45' 46''$ East 343.20 feet to the Southeast Corner of Lot 9 of Marywood Lakes Addition Plat 1; thence South $07^{\circ} 04' 55''$ West 360.00 feet; thence South $28^{\circ} 45' 46''$ West 272.00 feet; thence South $34^{\circ} 25' 17''$ West 152.53 feet; thence South $11^{\circ} 51' 17''$ West 98.17 feet; thence North $84^{\circ} 51' 17''$ East 134.91 feet; thence 116.08 feet along a 140.00 foot radius curve concave Southwesterly with a 112.78 foot chord bearing South $71^{\circ} 23' 33''$ East; thence North $72^{\circ} 46' 26''$ East 415.00 feet; thence South $63^{\circ} 41' 52''$ East 400.00 feet; thence South $40^{\circ} 41' 52''$ East 275.00 feet; thence South $50^{\circ} 41' 52''$ East 305.00

feet, thence South 23° 41' 52" East 280.00 feet ; thence South 05° 33' 08" West 570.00 feet; thence South 24° 26' 52" East 140.00 feet; thence South 01° 22' 07" East 264.47 feet to a point on the South line of the North Half of the Southwest Quarter of Section 2, Township 75 North, Range 23 West of the 5th P.M., Warren County, Iowa; thence North 89° 24' 54" West 880.00 feet along said South line to the Southwest Corner of the East Half of the Northwest Quarter of the Southwest Quarter of said Section 2; thence North 00° 13' 34" East 1310.96 feet to the Northwest Corner of said East Half; thence North 89° 13' 15" West 666.55 feet to the Point of Beginning. Said Marywood Lakes Addition Plat 2 contains 58.844 acres and is divided into 20 lots numbered 1 through 20 and Parcel "A" which is to be an addition to Lot 9 of Marywood Lakes Addition Plat 1.

Based upon the abstract, I report merchantable fee title in the corporation named Marywood Farms, Inc. subject to the following:

1. EASEMENTS: There appears an easement granted for Warren Water.
2. CLASSIFICATION: The above property is currently classified as RR-1.
3. SEARCHES: No new searches have been made against anyone outside the chain of title. There appear no liens against present titleholders except as otherwise noted in this opinion.
4. TAXES: 2001-2002 fiscal year taxes: first half due but not delinquent, assessed in Lincoln 1 Township.
5. ZONING: The property is subject to the zoning ordinances of Warren County.
6. PLAT OPINION: This title opinion is rendered for platting purposes in accordance with the laws of the State of Iowa and for no other purpose.
7. GENERAL EXCEPTIONS: There are certain matters which cannot be ascertained from an examination of the abstract and which may affect your use of, enjoyment of and rights in and to the real estate herein under examination.

Accordingly, this title opinion is subject to and you must take notice of the following:

- a. Matters which would be revealed by an accurate survey and inspection of the premises such as encroachments, overlaps, and boundary line disputes. Further, access to public streets and the correctness of lot area and boundary lines cannot be assured by this opinion.
- b. You are charged with notice of rights of persons in possession of the real estate or any portion thereof.
- c. The real estate under examination is subject to the zoning ordinances of the city or county stated above. You should determine whether the real estate complies with the applicable zoning ordinances.

d. Persons furnishing labor or materials for improvement of the real estate within the last 90 days may be entitled to file a mechanic's liens if not paid. In such event, your lien or title may be subject to such mechanic's lien.

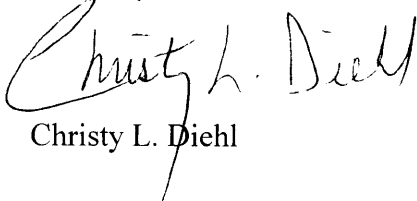
e. Special assessments, preliminary assessments, and deficiency assessments are a lien from certification by the city or county or other taxing jurisdiction to the County Treasurer. The lien for such assessments has priority equivalent to real estate taxes. Such a lien has priority equivalent to real estate taxes.

f. Charges for certain municipal services provided by a city prior to your ownership, such as solid waste and sewage disposal, may be a lien against the real estate when certified to the County Treasurer's Office. Such a lien has priority equivalent to real estate taxes/

g. The abstract does not disclose the existence of hazardous substances, hazardous waste, hazardous materials, pollutants, contaminants, underground storage tanks, drainage wells, active or abandoned water wells and other environmentally-regulated water wells and other environmentally-regulated activities. You are cautioned that federal, state and local legislation may permit injunctive relief, and require removal and remedial actions, or other clean up, and may create a lien for the same.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Christy L. Diehl". The signature is fluid and cursive, with the first name "Christy" being more prominent than the last name "Diehl".

Christy L. Diehl

000483

WARREN COUNTY, IOWA
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RESOLUTION 00 - 912

APPROVE FINAL PLAT

JAN 11 PM 12:54

Motion by Roy Seymour, second by Bob Sandy,
BE IT RESOLVED THAT, the request submitted by Ted Diehl, 1660 Kennedy St., Indianola, IA
50125 for the Final Plat #2 for Marywood Lakes Addition, is hereby approved.

BOOK 2001 PAGE 344
JUDITH K. LATROP, RECORDER

DEPUTY

ACCEPTED AND APPROVED this 19th day of December, 2000.

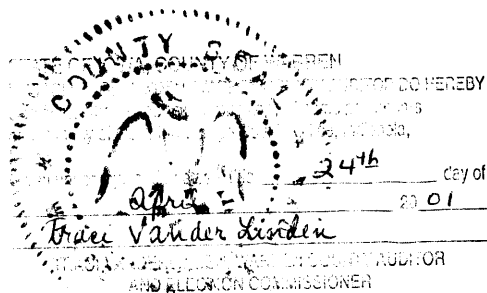
X _____
Aye Nay Del Baber, Chairman

X _____
Aye Nay Roy Seymour
Roy Seymour, Vice-Chairman

X _____
Aye Nay Bob Sandy, Member

ATTEST:

Traci VanderLinden
Traci VanderLinden, Warren County Auditor



By Mary Lynn Keeney
Deputy

Upon a motion by Roy Seymour, second by Bob Sandy.
Following resolution was duly adopted.

WARREN COUNTY, IOWA
FILED FOR RECORD

01 JAN 11 PM 12:54

RESOLUTION 00-912

There having been brought before the Warren County Board of Supervisors, **BOOK 2001 PAGE 345**
Diehl, 1660 Kennedy Street, Indianola, Iowa 50125. The proposed would allow for the final
plat of Marywood Lakes Addition Plat Two Subdivision and its approval, and, **JUDITH K. LATHROP, RECORDER**
DEPUTY

Notice having been given in accordance with the requirements as set forth in the Warren County
Zoning Ordinance, and,

Public Hearings having been held on November 30, 2000 and December 19, 2000 proponents
and opponents having been given the chance to be heard, both orally and in writing, and

NOW BE IT AND IT IS HEREBY RESOLVED, by the Warren County Board of Supervisors:

That final plat two for Marywood Lakes Addition Subdivision be ****APPROVED**** on real
estate described as:

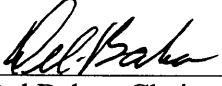
**Marywood Lakes Addition, Plat 2 being a part of the East Half of Section 3 and the West
Half of Section 2 all in Township 75 North, Range 23 West of the 5th P.M., Warren County,
Iowa more particularly described as follows:**

**Beginning at the East Quarter Corner of Section 3, Township 75 North, Range 23 West of
the 5th P.M., Warren County, Iowa thence South 00 degrees 13' 34" West 132.00 feet to the
South line of the North 2 acres of the East Half of the Northeast Quarter of the Southeast
Quarter of said Section 3; thence North 87 degrees 58' 12" West 666.46 feet along said
South line; thence North 00 degrees 13' 34" East 132.00 feet to a point on the South line of
the Southeast Quarter of the Northeast Quarter of said Section 3; thence North 37 degrees
04' 15" West 15.98 feet to the Southeast Corner of Lot 14 of Marywood Lakes Addition
Plat 1; thence along the East and South line of Marywood Lakes Addition Plat 1 North 07
degrees 18' 07" West 896.68 feet; thence North 68 degrees 26' 36" East 343.25 feet; thence
North 29 degrees 49' 11" West 192.56 feet; thence North 71 degrees 05' 33" East 289.44
feet; thence South 42 degrees 57' 37" East 432.87 feet; thence North 56 degrees 45' 46"
East 343.20 feet to the Southeast Corner of Lot 9 of Marywood Lakes Addition Plat 1;
thence South 07 degrees 04' 55" West 360.00 feet; thence South 28 degrees 45' 46" West
272.00 feet; thence South 34 degrees 25' 17" West 152.53 feet; thence South 11 degrees 51'
17" West 98.17 feet; thence North 84 degrees 51' 17" East 134.91 feet; thence 116.08 feet
along a 140.00 foot radius curve concave Southwesterly with a 112.78 foot chord bearing
South 71 degrees 23' 33" East; thence North 72 degrees 46' 26" East 415.00 feet; thence
South 63 degrees 41' 52" East 400.00 feet; thence South 40 degrees 41' 52" East 275.00 feet;
thence South 50 degrees 41' 52" East 305.00 feet; thence South 23 degrees 41' 52" East
280.00 feet; thence South 05 degrees 33' 08" West 570.00 feet; thence South 24 degrees
26' 52" East 140.00 feet; thence South 01 degree 22' 07" East 264.47 feet to a point on the
South line of the North Half of the Southwest Quarter of Section 2, Township 75 North,
Range 23 West of the 5th P.M., Warren County, Iowa; thence North 89 degrees 24' 54"**

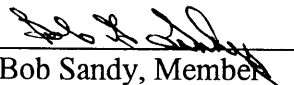
West 880.00 feet along said South line to the Southwest Corner of the East Half of the Northwest Quarter of the Southwest Quarter of said Section 2; thence North 00 degrees 13' 34" East 1310.96 feet to the Northwest Corner of said East Half; thence North 89 degrees 13' 15" West 666.55 feet to the Point of Beginning. Said Marywood Lakes Addition Plat 2 contains 58.844 acres and is divided into 20 lots numbered 1 through 20 and Parcel "A" which is to be an addition to Lot 9 of Marywood Lakes Addition Plat 1.

That an Ordinance entitled "An Ordinance Amending the Warren County Zoning Ordinance" be adopted as passed and approved by this reference be made a part of this resolution, said Ordinance attached to these minutes as "Ordinance No. 262".

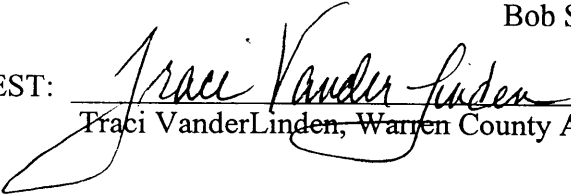
WARREN COUNTY BOARD OF SUPERVISORS

 AYE 12/19/00
Del Baber, Chairman ***

Roy Seymour AYE 12/19/00
Roy Seymour, Vice-Chairman ***

 AYE 12/19/00
Bob Sandy, Member ***

ATTEST:


Traci VanderLinden, Warren County Auditor

ORDINANCE NO. 262

WARREN COUNTY, IOWA
FILED FOR RECORD

AN ORDINANCE AMENDING THE WARREN COUNTY ZONING
ORDINANCE/ZONING MAP TO REFLECT THE APPROVAL OF THE FINAL PLAT
FOR MARYWOOD LAKES ADDITION PLAT TWO SUBDIVISION LOCATED
WITHIN WARREN COUNTY, IOWA WITH AN RR-1 (RURAL RESIDENTIAL
DISTRICT) ZONING.

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DEPUTY

BE IT AND IT IS HEREBY ENACTED by the Warren County Supervisors:

ARTICLE I. PURPOSE. The purpose of this Ordinance is to amend the Warren County Zoning Ordinance so as to reclassify certain lands within Warren County, Iowa as indicated.

ARTICLE II. AMENDMENT. That the following premises be hence forth reclassified as rezoned to RR-1 (Rural Residential District) for the final plat of Marywood Lakes Addition Plat Two Subdivision on property described as:

Marywood Lakes Addition, Plat 2 being a part of the East Half of Section 3 and the West Half of Section 2 all in Township 75 North, Range 23 West of the 5th P.M., Warren County, Iowa more particularly described as follows:

Beginning at the East Quarter Corner of Section 3, Township 75 North, Range 23 West of the 5th P.M., Warren County, Iowa thence South 00 degrees 13' 34" West 132.00 feet to the South line of the North 2 acres of the East Half of the Northeast Quarter of the Southeast Quarter of said Section 3; thence North 87 degrees 58' 12" West 666.46 feet along said South line; thence North 00 degrees 13' 34" East 132.00 feet to a point on the South line of the Southeast Quarter of the Northeast Quarter of said Section 3; thence North 37 degrees 04' 15" West 15.98 feet to the Southeast Corner of Lot 14 of Marywood Lakes Addition Plat 1; thence along the East and South line of Marywood Lakes Addition Plat 1 North 07 degrees 18' 07" West 896.68 feet; thence North 68 degrees 26' 36" East 343.25 feet; thence North 29 degrees 49' 11" West 192.56 feet; thence North 71 degrees 05' 33" East 289.44 feet; thence South 42 degrees 57' 37" East 432.87 feet; thence North 56 degrees 45' 46" East 343.20 feet to the Southeast Corner of Lot 9 of Marywood Lakes Addition Plat 1; thence South 07 degrees 04' 55" West 360.00 feet; thence South 28 degrees 45' 46" West 272.00 feet; thence South 34 degrees 25' 17" West 152.53 feet; thence South 11 degrees 51' 17" West 98.17 feet; thence North 84 degrees 51' 17" East 134.91 feet; thence 116.08 feet along a 140.00 foot radius curve concave Southwesterly with a 112.78 foot chord bearing South 71 degrees 23' 33" East; thence North 72 degrees 46' 26" East 415.00 feet; thence South 63 degrees 41' 52" East 400.00 feet; thence South 40 degrees 41' 52" East 275.00 feet; thence South 50 degrees 41' 52" East 305.00 feet; thence South 23 degrees 41' 52" East 280.00 feet; thence South 05 degrees 33' 08" West 570.00 feet; thence South 24 degrees 26' 52" East 140.00 feet; thence South 01 degree 22' 07" East 264.47 feet to a point on the South line of the North Half of the Southwest Quarter of Section 2, Township 75 North, Range 23 West of the 5th P.M., Warren County, Iowa; thence North 89 degrees 24' 54" West 880.00 feet along said South line to the Southwest Corner of the East Half of the

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ARTICLE III. ZONING ORDINANCE AND ZONING MAP. That the Warren County Zoning Map, indicating the classification of the districts, and the Warren County Zoning Ordinance are hereby repealed so as to change reclassification as set forth above.

ARTICLE IV. WHEN EFFECTIVE. This Ordinance shall be in effect after its passage and approval and publication as required by law.

Passed and approved this 19th day of December, 2000.

ATTEST:

/s/ Traci VanderLinden
TRACI VANDERLINDEN
Warren County Auditor

WARREN COUNTY BOARD OF SUPERVISORS

/s/ Del Baber
DEL BABER, Chairman

/s/ Roy Seymour
ROY SEYMOUR, Vice-Chairman

/s/ Bob Sandy
BOB SANDY, Member

CERTIFICATE OF THE TREASURER OF WARREN COUNTY IOWA

STATE OF IOWA :
:SS.
COUNTY OF WARREN :

I, Julie Daugherty, Treasurer of Warren County, Iowa, having examined the records of my office in accordance with the provisions of Section 354.11 (5) of the Code of Iowa pertaining to real property specifically described as:

Marywood Lakes Addition, Plat 2, being a part of the East Half of Section 3, and the West Half of Section 2, all in Township 75 North, Range 23 West of the 5th P.M., Warren County, Iowa more particularly described as follows:

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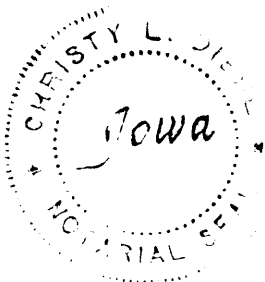
do hereby certify that the same is free from all certified taxes and special assessments.

Dated at Indianola, Iowa this 25 day of April, 2001.

JULIE DAUGHERTY
WARREN COUNTY TREASURER

By Julie Daugherty
Treasurer

Subscribed and sworn to before me this 25TH day of April, 2001.



Christy L. Duhl
Notary Public
03-09-04

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS RUNNING WITH LAND**

WHEREAS, the undersigned, Marywood Farms Inc., by Ted B. Diehl and such other agent(s) as owner/developer may designate from time to time, is the owner of title and developer of the following described premises situated in Warren County, Iowa, to wit:

Marywood Lakes Addition, Plat 2, being a part of the East Half of Section 3, and the West Half of Section 2, all in Township 75 North, Range 23 West of the 5th P.M., Warren County, Iowa more particularly described as follows:

Beginning at the East Quarter Corner of Section 3, Township 75 North, Range 23 West of the 5th P.M., Warren County, Iowa thence South $00^{\circ} 13' 34''$ West 132.00 feet to the South line of the North 2 acres of the East Half of the Northeast Quarter of the Southeast Quarter of said Section 3; thence North $87^{\circ} 58' 12''$ West 666.46 feet along said South line; thence North $00^{\circ} 13' 34''$ East 132.00 feet to a point on the South line of the Southeast Quarter of the Northeast Quarter of said Section 3; thence North $37^{\circ} 04' 15''$ West 15.98 feet to the Southeast Corner of Lot 14 of Marywood Lakes Addition Plat 1; thence along the East and South line of Marywood Lakes Addition Plat 1 North $07^{\circ} 18' 07''$ West 896.68 feet; thence North $68^{\circ} 26' 36''$ East 343.25 feet; thence North $29^{\circ} 49' 11''$ West 192.56 feet; thence North $71^{\circ} 05' 33''$ East 289.44 feet; thence South $42^{\circ} 57' 37''$ East 432.87 feet; thence North $56^{\circ} 45' 46''$ East 343.20 feet to the Southeast Corner of Lot 9 of Marywood Lakes Addition Plat 1; thence South $07^{\circ} 04' 55''$ West 360.00 feet; thence South $28^{\circ} 45' 46''$ West 272.00 feet; thence South $34^{\circ} 25' 17''$ West 152.53 feet; thence South $11^{\circ} 51' 17''$ West 98.17 feet; thence North $84^{\circ} 51' 17''$ East 134.91 feet; thence 116.08 feet along a 140.00 foot radius curve concave Southwesterly with a 112.78 foot chord bearing South $71^{\circ} 23' 33''$ East; thence North $72^{\circ} 46' 26''$ East 415.00 feet; thence South $63^{\circ} 41' 52''$ East 400.00 feet; thence South $40^{\circ} 41' 52''$ East 275.00 feet; thence South $50^{\circ} 41' 52''$ East 305.00 feet; thence South $23^{\circ} 41' 52''$ East 280.00 feet; thence South $05^{\circ} 33' 08''$ West 570.00 feet; thence South $24^{\circ} 26' 52''$ East 140.00 feet; thence South $01^{\circ} 22' 07''$ East 264.47 feet to a point on the South line of the North Half of the Southwest Quarter of Section 2, Township 75 North, Range 23 West of the 5th P.M., Warren County, Iowa; thence North $89^{\circ} 24' 54''$ West 880.00 feet along said South line to the Southwest Corner of the East Half of the Northwest Quarter of the Southwest Quarter of said Section 2; thence North $00^{\circ} 13' 34''$ East 1310.96 feet to the Northwest Corner of said East Half; thence North $89^{\circ} 13' 15''$ West 666.55 feet to the Point of Beginning. Said Marywood Lakes Addition Plat 2 contains 58.844 acres and is divided into 20 lots numbered 1 through 20 and Parcel "A" which is to be an addition to Lot 9 of Marywood Lakes Addition Plat 1.

AND WHEREAS, said owner does hereby establish and place the following restrictions and protective covenants and does reserve easements hereinafter set forth which shall be binding on all present and future owner(s) of each and every lot and parcel of ground in said plat according to the terms herein specified as covenants running with the land with the same force and effect as if contained in each subsequent conveyance of said lots.

ARTICLE I - DEFINITIONS

Section 1.

"Association" shall refer to the **Marywood Lakes Estates 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 parcel which is a part of the property, except that a vendee in possession under a recorded contract of sale of any parcel shall be considered the owner rather than the contract seller being the owner. Those having an interest merely as security for the performance of an obligation shall not be considered an owner.

Section 3.

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

Section 4.

"Common Area" shall mean and refer to the large pond and the three (3) adjacent bodies of water, and their dam areas, the boat ramp on the large pond and all common recreational areas associated therewith, which shall be retained by the Association for the common use and enjoyment of the owners. The Common Area shall further mean and refer to all portions of utilities and improvements located in the Common Area. The Common Area and any improvements thereon shall be conveyed to the Association.

Section 5.

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

Section 6.

"Association Responsibility Elements" shall mean the following, whether located upon a

"Parcel" or upon the "Common Area":

- (a) Maintenance of all access roads. However, the access roads are to be constructed by owner/developer. The access roads shall be constructed 18 feet wide by owner/developer. Access roads shall first consist of gravel during the home construction of each road section. Owner/developer shall hard surface the access roads in asphalt, concrete or similar material when 75% of the homes are built on each section of road. Owner/developer shall bring utilities (electric, water & telephone) to the front of each lot/parcel. Each parcel owner shall then be responsible for their own water pit.
- (b) Conduits, ducts, plumbing, wiring, pipes and other facilities or improvements which carry any service to more than one "Parcel".
- (c) Street signs owned by the Association, including such signs located on property owned by Warren County, Iowa.
- (d) All improvements associated with only the 4 ponds, the dam areas, and boat ramp thereto, and all common recreational areas associated therewith.
- (e) Street lighting shall be uniform and in a style to be determined by owner/developer. Operation of each of the driveway lights will be the option & responsibility of each lot owner.

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, as well as right of ingress and egress in and to the access roads constructed by the owner/developer or the Association, whether or not said access roads are located upon a Parcel or upon the Common Area, which shall be appurtenant to and shall pass with the title to every Parcel, subject to the right 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 shall be effective unless an instrument agreeing to such dedication or transfer, signed by a majority of the members entitled to vote, 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 Parcel, and his invitees, shall have the right to enter upon, use or affect an Association Responsibility Element located adjacent to or on a Parcel, except that the Association and its designees may enter any Parcel for purposes related to or affecting an Association Responsibility Element as reasonable times for the following purposes:

- (a) Enforcement of any provision of this Declaration or the Articles of Incorporation or 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.

Section 5. Residences

All numbered lots shall be known, described and used, solely for residential purposes. There shall be located on each Parcel sold no more than one single-family residence. No one-story ranch or split foyer dwelling having a ground floor living space of less than fourteen hundred (1,400) square feet, excluding garages, breezeways and porches, shall be permitted on any lot. No two-story, one and one-half story or split level dwelling having a ground floor living space of less than one thousand (1,000) square feet and not less than eighteen hundred (1,800) square feet of total living space, excluding garages, breezeways and porches, shall be permitted on any Parcel. Building setback lines shall be in accordance with Warren County regulations governing setback lines. All single-family residences shall have at least a one car attached garage. No structure shall be erected on any Parcel except a single-family residential dwelling structure, a two- 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 of area or 80% of the ground floor square footage of the residence whichever number is less.

All garages and accessory buildings shall be constructed so as to match the residence unit on the particular parcel where they are constructed. No mobile homes or double-wide pre-units shall be erected or placed on any of the lots, plats or Parcels included in the real estate described above. No pre-assembled units shall be moved onto any Parcel without prior approval of owner/developer. Wisconsin or Wausau types of factory homes shall be permitted, providing

that roofs of each shall have a minimum 6/12 pitch on the house and garage. Elevation drawings for ALL house and building additions must be presented for approval to owner/developer and other Association representatives. All such plans shall give strict attention to aesthetic integrity lines, flow and appearance of the original house and garage. No trailer, basement, tent, shack, garage, barn or other accessory building on the Parcel shall at anytime be used as a residence, temporarily or permanently; nor, shall any residence of a temporary character be permitted. All construction of single-family residences shall be completed in not more than one year from the date construction is commenced. No residence shall be occupied until the exterior thereof has been completed and all exterior wood painted and finished. The titleholder of each lot, tract or Parcel shall keep his lot or lots mowed and free of noxious weeds and debris. The mowing requirement herein refers to the portion of the yard and lot area immediately around each home which is being used as a yard. The mowing requirement does not place an obligation on each lot owner to mow the entire lot/parcel. Lot owners shall be permitted to grow natural foliage and are encouraged to work with the Iowa Department of Natural Resources or Warren County Conservation towards this end. No titleholder shall engage in any activity which is a nuisance, including but not limited to leaving any cars, trucks, boats, recreational vehicles or other property items on the Common Area or the access roads constructed by the owner/developer or the Association, whether or not said access roads are located upon a Parcel or upon the Common Area, for any extended period of time. All foundations and retaining walls, if of wood, concrete or plastic materials, shall be finished with earth toned or white colored materials (may be paint or stain). All materials and finished appearance of structures shall be compatible with other structures in the subdivision. No structure shall be finished with any bright shade of the colors of red, yellow, green or blue. All lots adjoining lakes shall contain only one-story homes.

Section 6.

All wiring shall be underground.

Section 7. No lot shall be subdivided.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1.

Every owner of a Parcel which is subject to assessment shall be a member of the Association. Membership is mandatory and shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment.

Section 2.

All owners shall be entitled to one vote in the Association for each Parcel. When more than one person holds an interest to any Parcel, all such persons shall be members. The vote for such Parcel shall be exercised as they determine, but, in no event, shall more than one vote be cast with respect to any Parcel.

Section 3.

Within the context of membership and voting rights set forth in Sections 1 & 2 above, once 55% of the lots/parcels in the Original Plat One (1) consisting of the original 16 lots have been sold, the owner(s) of each parcel will have one vote in the Association. No parcel owner will exercise veto power over any decision made by a majority vote of the lot/parcel owners. No assessments shall be made without 75% of all lot/parcel owners voting in favor of said assessment. Monthly Association fees shall begin at \$25.00 per month and shall not be raised more than 5% per year without a 60% approval of all lot/parcel owners.

ARTICLE IV - COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Liens and Personal Obligations of Assessments

The owner/developer, for each Parcel owned within the properties, hereby covenants, and each owner of any Parcel by acceptance of a Deed therefore, whether or not it shall be so expressed in such deed, is deemed to consent and agree to pay 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 fees, which shall be a charge upon each Parcel and shall be a continuing lien upon the Parcel against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the owner of the Parcel at the time the assessment came 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 Parcel 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 Parcel shall not be subject to assessment until the first day of the month following the date of possession of such Parcel.

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, or related to the Association Responsibility Elements, which shall include the surfacing or maintenance of any such road, provided that any such assessment shall have the assent of a majority of the votes of members entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4 Above

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 shall be sent to all Members entitled to vote not less than ten (10) day nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members entitled to vote or of proxies entitled to vote shall constitute a quorum. At such time as the owner/developer no longer controls the Board of Directors of the Association, a quorum shall consist of a majority of the then parcelholders.

Section 6. Uniform Rate of Assessment

Annual assessments, special assessments for the capital improvements, and insurance assessments shall be fixed at a uniform rate for all Parcels 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 Parcel at least thirty (30) days in advance of each annual assessment period. Written notice 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 Parcel have been paid. A properly executed Certificate of the Association as to the status of an assessment of a Parcel 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 alleviate any owner of any Parcel from obtaining homeowner's 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 Parcel.

Section 9. Effect of Nonpayment of Assessments: Remedies of Association

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (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 the property. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Area or abandonment of his Parcel.

Section 10. Utilities

Each Owner shall be responsible for payment of all utility services to his Parcel, including but not limited to, electricity, water, gas, telephone, sewer services, cable and television services.

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 Warren County, Iowa.

ARTICLE V - ARCHITECTURAL CONTROL

No alteration of surface drainage may be made until the plans and specifications showing the nature, kind, shape, height, material and location of the same have been submitted to and approved in writing as to the topography by the Board of Directors of the Association. In the event said Board of Directors fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. This Article shall not apply to construction, improvements or alterations made by this owner/developer.

ARTICLE VI - EASEMENTS

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

latter are required by Warren County.

ARTICLE VII - USE RESTRICTIONS

Section 1. Subjection of the Property to Certain Provisions

The ownership, use, occupation and enjoyment of each Parcel and the 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 Parcels and the Owners thereof and their respective assigns, lessees, tenants, occupants and successors in interest.

Section 2. Use of Properties

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

- (a) A Parcel shall be used or occupied for single family dwelling purposes only.
- (b) A Parcel may be rented or leased by the Owner or his lessees provided the entire Parcel is rented, and the period of rental is at least one month unless some other period is established in the rules, regulations or By-Laws of the Association. No lease shall relieve the Owner as against the Association and other owners from any responsibility or liability.
- (c) Nothing shall be altered in, constructed in, or removed from the Common Area, except upon written consent of the Board of Directors of the Association, which may be given through regulations of the Association.
- (d) No livestock or other animals of any kind shall be raised, bred, or kept in any Parcel or in any Common Area, except Owner(s) shall be permitted to keep cats, dogs or other usual household pets and to walk them, upon the Common Area, subject to rules and regulations adopted by the Association. All pets shall be housed in a closed structure from sunset to sunrise. No Pitbull Terriers, Doberman Pinschers, Rottweiler or dogs of a similar temperament shall be allowed. When dogs are outside, they shall be confined to owner's Parcel.
- (e) No activity shall be allowed which unduly interferes with the peaceful possession and use of the Parcels by the Owner nor shall any fire hazard or unsightly accumulation of refuse be allowed.
- (f) Home businesses must comply with all rules, regulations and ordinances of Warren

County.

- (g) In no event shall barbed wire be allowed on any lot. Galvanized chain link type of fence or chain link type of fence with long lasting finish of green, black or brown is permitted.
- (h) All propane and other similar tanks located outside the dwelling unit shall be camouflaged by either shrubbery or fencing which is aesthetically appealing.
- (i) No inoperative vehicles will be parked on any property for a period exceeding thirty (30) days.
- (j) No tractor, trailer nor any combination thereof, nor unused vehicle of any kind shall be parked or stored unless completely enclosed in a permanent structure.
- (k) Recreational vehicles and boats must be parked behind the owner's residence preferably in an enclosure which obstructs the direct view from the street and adjacent properties or stored within an accessory building.
- (l) All satellite dishes shall be placed in the rear yard and preferably out of the direct view from the road.
- (m) Nothing shall be done or kept in any Parcel or in the Common Area which will increase the rate of insurance on the Common Area or the Association Responsibility Elements, without the prior written consent of the Board of Directors of the Association. No owner shall permit anything to be done or kept in his Parcel or the Common Area which will result in the cancellation of insurance on any Parcel or any part of the Common Area or the Association Responsibility Elements, which would be in violation of any law, or which may be or become a nuisance or annoyance to the other owners.
- (n) All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance modification or repair of property shall be the same as the responsibility for the maintenance and repair of the property concerned.
- (o) The Board of Directors of the Association shall have the authority to adopt rules and regulations governing the use of Parcels, the Common Area and the Association Responsibility Elements and such rules shall be observed and obeyed by the Owners, their guests, lessees, assigns and licensees.
- (p) Agents or contractors hired by the Board of Directors of the Association may enter any Parcel 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.

- (q) 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, employees, agents or lessees which liability shall include increase in insurance rates resulting therefrom.
- (r) 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 Parcels by the owner/developer. The owner/developer may make such use of the unsold Parcels and the Common Area as may facilitate such completion and sale and also may opt to utilize said area for pastureland and haying operations.
- (s) 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.
- (t) No motor or engine of over five (5) horsepower shall be used or maintained on any pond or body of water on the Properties. No wave runners or jet skis are allowed on any body of water at any time.
- (u) All local and State of Iowa boating and water-related laws shall apply to any pond or body of water on the Properties.
- (v) The use of all three or four wheelers & ATVs shall be restricted to the personal property of each lot/parcel owner.
- (w) All waste discharge from sewer systems installed by owners shall discharge below ground level and on the property from which it originates.
- (x) No discharge of firearms of any kind shall be allowed at any place or time in the Marywood Lakes Addition except with a permit issued by the Association for the elimination of nuisance animals or vermin.
- (y) No hunting or target practice of any kind shall be allowed at any place or time in the Marywood Lakes Addition.
- (z) All guests using any common area for fishing or other recreational purposes shall be accompanied by a lot/parcel owner at all times.

Section 3. No Waiver

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

ARTICLE VIII - GENERAL PROVISIONS

Section 1. Enforcement

The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability

Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

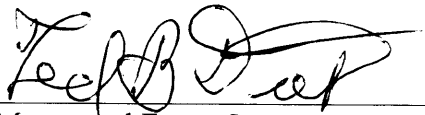
Section 3. Amendment

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Parcel owners, but no amendment shall alter any rights of the owner/developer or impose any additional obligations upon the owner/developer without the consent of the owner/developer. Any amendment must be recorded. No amendments may be made without the agreement of not less than 75% of all lot/parcel owners.

ARTICLE IX - By-Laws

Attached hereto as Exhibit "C", and incorporated herein by this reference are the By-Laws of Marywood Lakes Estates Homeowners Association.

DATED this 24TH day of April, 2001.

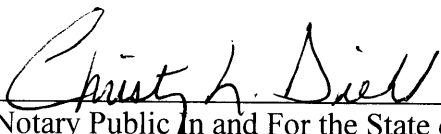


Marywood Farms Inc.

By Ted B. Diehl

STATE OF IOWA :
: ss.
COUNTY OF WARREN :

On this 24TH day of April, 2001, before me, the undersigned, a Notary Public in and for Warren County, Iowa, personally appeared Ted B. Diehl, to me personally known who being by me duly sworn, did affirm that he is Vice-President of Marywood Farms Inc., which is the corporation executing the within and foregoing instrument, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Ted B. Diehl as Vice-President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.



Notary Public in and For the State of Iowa
03-09-04

MARYWOODS LAKES ADDITION PLAT 2

WABASH COUNTY, IOWA
FILED FOR RECORD

01 APR 26 PM 3:12

BOOK 2001 PAGE 3677
JUDITH K. LAIRD, RECORDER

DEPUTY

MARYWOOD LAKES ADDITION PLAT NO. 2
CURVE DATA

C-1	Δ 26°19'15"	C-2	23°31'26"	C-3	23°31'26"	C-4	26°19'15"	C-5	34°12'46"	C-6	30°14'24"
R	200.00'	R	240.00'	R	240.00'	R	140.00'	R	100.00'	R	60.00'
T	46.76'	T	50.57'	T	52.97'	T	37.41'	T	61.55'	T	62.05'
L	91.88'	L	99.68'	L	103.57'	L	73.50'	L	119.43'	L	126.67'
CHORD BEARING	S.15°09'49"E.	CHORD BEARING	S.16°25'33"E.	CHORD BEARING	S.03°15'55"E.	CHORD BEARING	S.15°09'50"E.	CHORD BEARING	S.45°28'50"E.	CHORD BEARING	S.43°26'39"E.
CHORD	91.06'	CHORD	98.97'	CHORD	10.57'	CHORD	72.86'	CHORD	117.66'	CHORD	125.20'

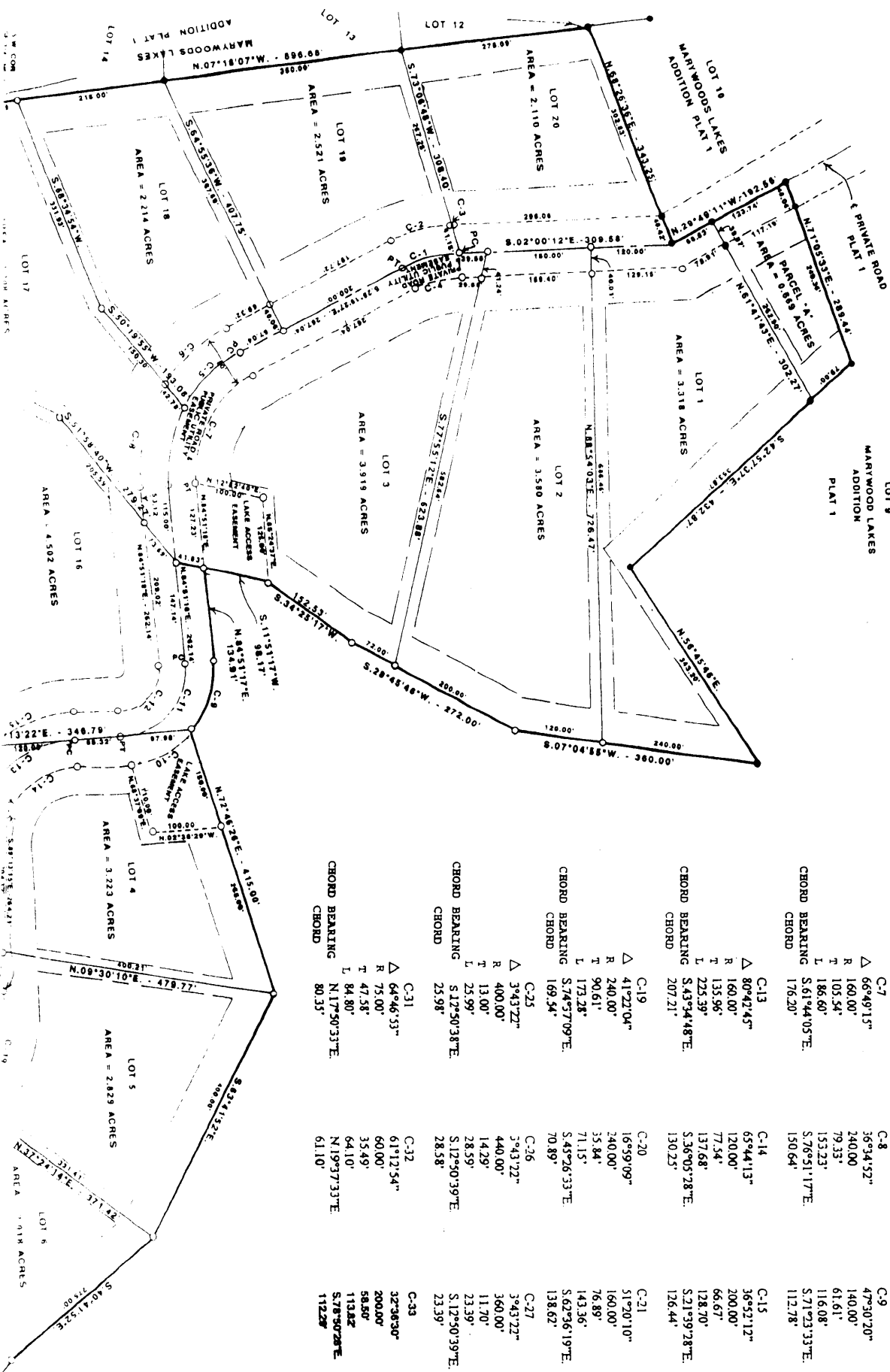
C-7	Δ 66°49'15"	C-8	36°34'52"	C-9	47°30'20"	C-10	44°24'55"	C-11	91°55'15"	C-12	91°55'15"
R	160.00'	R	240.00'	R	140.00'	R	140.00'	R	100.00'	R	60.00'
T	105.54'	T	79.33'	T	61.61'	T	57.15'	T	103.41'	T	62.05'
L	186.60'	L	153.23'	L	116.08'	L	108.53'	L	160.43'	L	96.26'
CHORD BEARING	S.61°44'05"E.	CHORD BEARING	S.76°51'17"E.	CHORD BEARING	S.71°23'33"E.	CHORD BEARING	S.25°25'56"E.	CHORD BEARING	S.49°11'03"E.	CHORD BEARING	S.49°11'06"E.
CHORD	176.20'	CHORD	150.64'	CHORD	112.78'	CHORD	105.83'	CHORD	143.77'	CHORD	86.26'

C-13	Δ 80°47'45"	C-14	65°44'13"	C-15	36°52'12"	C-16	32°04'51"	C-17	41°05'59"	C-18	17°15'14"
R	160.00'	R	120.00'	R	200.00'	R	200.00'	R	200.00'	R	200.00'
T	135.96'	T	77.54'	T	66.67'	T	57.50'	T	74.98'	T	30.34'
L	225.39'	L	137.68'	L	128.70'	L	111.98'	L	143.47'	L	60.23'
CHORD BEARING	S.43°34'48"E.	CHORD BEARING	S.36°05'28"E.	CHORD BEARING	S.21°39'28"E.	CHORD BEARING	S.56°07'59"E.	CHORD BEARING	S.74°45'11"E.	CHORD BEARING	S.45°34'35"E.
CHORD	207.21'	CHORD	130.25'	CHORD	126.44'	CHORD	110.53'	CHORD	140.41'	CHORD	60.00'

C-19	Δ 41°22'04"	C-20	16°59'09"	C-21	22°14'40"	C-22	22°14'40"	C-23	22°14'40"	C-24	22°14'40"
R	240.00'	R	240.00'	R	160.00'	R	370.00'	R	410.00'	R	330.00'
T	90.61'	T	35.84'	T	76.89'	T	72.74'	T	80.60'	T	64.88'
L	173.28'	L	71.15'	L	143.36'	L	143.65'	L	159.18'	L	128.12'
CHORD BEARING	S.74°57'09"E.	CHORD BEARING	S.45°26'33"E.	CHORD BEARING	S.62°36'19"E.	CHORD BEARING	S.25°49'39"E.	CHORD BEARING	S.25°49'38"E.	CHORD BEARING	S.43°26'39"E.
CHORD	169.54'	CHORD	70.89'	CHORD	138.62'	CHORD	142.75'	CHORD	138.18'	CHORD	127.32'

C-25	Δ 3°43'22"	C-26	5°43'22"	C-27	3°43'22"	C-28	1°23'40"	C-29	91°03'27"	C-30	76°23'19"
R	400.00'	R	440.00'	R	360.00'	R	75.00'	R	75.00'	R	75.00'
T	13.00'	T	11.70'	T	14.29'	T	7.48'	T	77.02'	T	59.01'
L	25.99'	L	28.59'	L	23.39'	L	14.82'	L	119.80'	L	99.99'
CHORD BEARING	S.12°50'38"E.	CHORD BEARING	S.12°50'39"E.	CHORD BEARING	S.12°50'39"E.	CHORD BEARING	S.44°14'17"W.	CHORD BEARING	N.52°44'33"W.	CHORD BEARING	N.52°44'33"W.
CHORD	25.98'	CHORD	28.58'	CHORD	23.39'	CHORD	106.27'	CHORD	106.27'	CHORD	92.75'

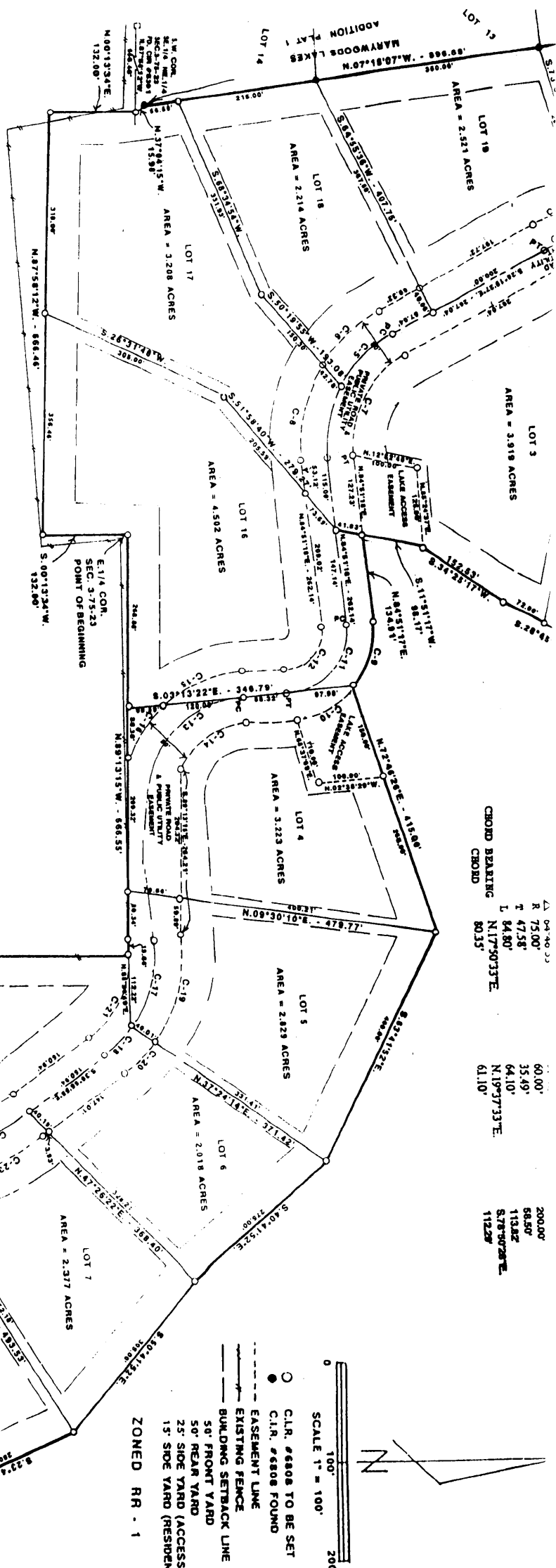
C-31	Δ 64°46'55"	C-32	61°12'54"	C-33	32°36'30"	C-34	32°36'30"	C-35	32°36'30"	C-36	32°36'30"
R	75.00'	R	60.00'	R	200.00'	R	200.00'	R	200.00'	R	200.00'
T	47.58'	T	47.58'	T	58.80'	T	58.80'	T	58.80'	T	58.80'
L	84.80'	L	64.10'	L	113.82'	L	113.82'	L	113.82'	L	113.82'
CHORD BEARING	N.17°50'33"E.	CHORD BEARING	N.19°37'33"E.	CHORD BEARING	S.78°50'28"E.	CHORD BEARING	S.78°50'28"E.	CHORD BEARING	S.78°50'28"E.	CHORD BEARING	S.78°50'28"E.
CHORD	80.35'	CHORD	61.10'	CHORD	112.29'	CHORD	112.29'	CHORD	112.29'	CHORD	112.29'



0 100' 200'
SCALE 1" = 100'



- C.L.R. #6808 TO BE SET
- C.L.R. #6808 FOUND
- - - EASEMENT LINE
- - - EXISTING FENCE
- - - BUILDING SETBACK LINE
- - - 50' FRONT YARD
- - - 50' REAR YARD



LEGAL DESCRIPTION MARYWOOD LAKES ADDITION PLAT 2

Marywood Lakes Addition, Plat 2 being a part of the East Half of Section 3 and the West Half of Section 2 all in Township 75 North, Range 23 West of the 5th P.M., Warren County, Iowa more particularly described as follows:

Beginning at the East Quarter Corner of Section 3, Township 75 North, Range 23 West of the 5th P.M., Warren County, Iowa thence South 00°13'34" West 132.00 feet to the South line of the North 2 acres of the East Half of the Northeast Quarter of the Southeast Quarter of said Section 3; thence North 87°58'12" West 666.46 feet along said South line; thence North 00°13'34" East 132.00 feet to a point on the South line of the Southeast Quarter of said Section 3; thence North 37°04'15" West 15.98 feet to the Southeast Corner of Lot 14 of Marywood Lakes Addition Plat 1; thence along the East and South line of Marywood Lakes Addition Plat 1 North 07°18'07" West 896.68 feet; thence North 68°26'36" East 343.25 feet; thence North 29°49'11" West 192.56 feet; thence North 71°05'33" East 289.44 feet; thence South 42°57'37" East 432.87 feet; thence North 56°45'46" East 343.20 feet to the Southeast Corner of Lot 9 of Marywood Lakes Addition Plat 1; thence South 07°04'55" West 360.00'; thence South 28°45'46" West 272.00 feet; thence South 34°25'17" West 152.53 feet; thence South 11°51'17" West 98.17 feet; thence North 84°51'17" East 134.91 feet; thence 116.08 feet along a 140.00 foot radius curve concave Southwesterly with a 112.78 foot chord bearing South 71°23'33" East; thence North 72°46'26" East 415.00 feet; thence South 63°41'52" East 400.00 feet; thence South 40°41'52" East 275.00 feet; thence North 50°41'52" East 305.00 feet; thence South 23°41'52" East 280.00 feet; thence South 05°33'08" West 570.00 feet; thence South 24°26'52" East 140.00 feet; thence South 01°22'07" East 264.47 feet to a point on the South line of the North Half of the Southwest Quarter of Section 2, Township 75 North, Range 23 West of the 5th P.M., Warren County, Iowa; thence North 89°24'54" West 880.00 feet along said South line to the Southwest Corner of the East Half of the Northwest Quarter of the Southwest Quarter of said Section 2; thence North 00°13'34" East 1310.96 feet to the Northwest Corner of said East Half; thence North 89°13'15" West 666.55 feet to the Point of Beginning. Said Marywood Lakes Addition Plat 2 contains 58.844 acres and is divided into 20 lots numbered 1 through 20 and Parcel "A" which is to be an addition to Lot 9 of Marywood Lakes Addition Plat 1.

APPROVED BY WARREN COUNTY AUDITOR
DATE THIS 26 DAY OF April 2021

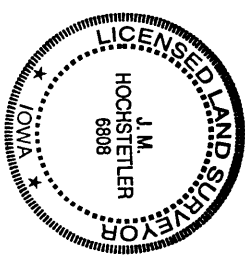
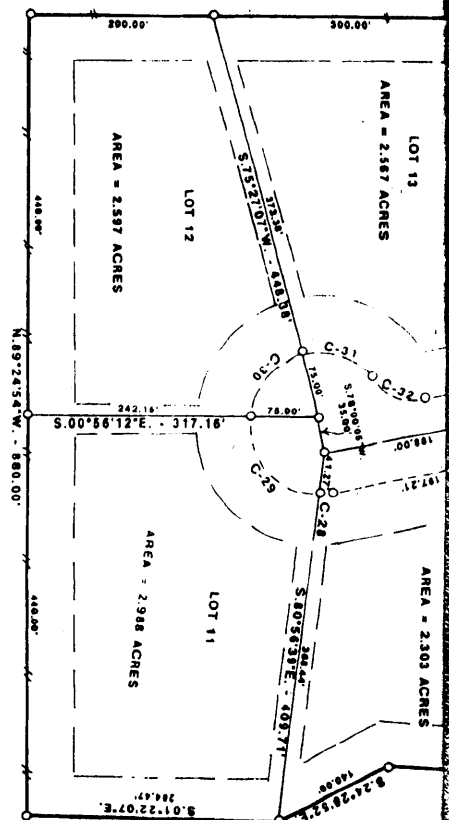
Northwest Quarter of the Southwest Quarter of said Section 2, thence North 06°13'34" East 1310.96 feet to the Northwest Corner of said East Half, thence North 89°13'15" West 666.55 feet to the Point of Beginning. Said Marywood Lakes Addition Plat 2 contains 58.844 acres and is divided into 20 lots numbered 1 through 20 and Parcel "A" which is to be an addition to Lot 9 of Marywood Lakes Addition Plat 1.

APPROVED BY WARREN COUNTY AUDITOR

DATE THIS 26 DAY OF April 201

David Lloyd Orndorff AUDITOR

Charles J. Green DEPUTY



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 4/26/01

My license renewal date is December 31, 2001

Pages or sheets covered by this seal: 1

FINAL PLAT
MARYWOOD LAKES ADDITION PLAT 2
OWNER/DEVELOPER
MARYWOOD FARMS, INC.
1660 KENNEDY STREET
INDIANOLA, IOWA 50125
ENGINEER/LAND SURVEYOR
VANCE & HOCHSTETLER, P.C.
110 WEST GREEN STREET
WATERSET, IOWA 50273