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2006 DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS OF PONY CREEK DEVELOPMENT #1 SUBDIVISION MILLS
COUNTY, IOWA

Recorder's Cover Sheet

Preparer Information:

Richard A. Heininger, P.O. Box 249, Council Bluffs, IA 51502 (712) 328-1833

Taxpayer Information:

Pony Creek Homeowners Association
c/o Mike Brinson
20501 Fanch Road
Pacific Junction, IA 51561

Return Address

R. Richard A. Heininger Smith Peterson
P.O. Box 249 Law Firm
Council Bluffs, IA 51503

Grantors:

Pony Creek Homeowners Association

Grantees:

Pony Creek Home Owners

Legal Description: Lots 1 through 60 in Pony Creek Development #1 Subdivision, Mills
County, Iowa, and any additions thereto.

Document or instrument number if applicable:

369/887

Preparer

Information: Richard A. Heininger, P.O. Box 249, Council Bluffs, IA 51502, Telephone: (712) 328-1833

2006
DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF PONY CREEK DEVELOPMENT #1 SUBDIVISION,
MILLS COUNTY, IOWA

THIS DECLARATION, made on the date hereinafter set forth, is made by all of the current owners of Pony Creek Development #1 Subdivision.

For purposes of this Declaration the following individuals have been selected by vote of the current owners to serve as the "Declarant" under the terms and conditions of this document and until their successors are elected and qualified.

PRELIMINARY STATEMENT

The Declarant and current owners are the owners of certain real property located within Mills County, Iowa and described as follows:

Lots 1 through 60 in Pony Creek Development #1
Subdivision, Mills County, Iowa, and any additions thereto.

Such Lots are herein referred to collectively as the "Lots" and individually as each "Lot."

The Declarant and current owners desire to provide for the preservation of the values and amenities of PONY CREEK SUBDIVISION, as well as for the maintenance of the character and residential integrity of PONY CREEK SUBDIVISION.

NOW, THEREFORE, the Declarant and current owners, hereby declare that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots are, and each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for residential purposes.
2. No residence, building, storage shed, fence, wall, driveway, swimming pool, pool house, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any improvement be commenced, except for improvements which have been approved by Declarant or Declarant's appointee as follows:
 - a. An Owner desiring to erect an Improvement on any Lot shall deliver one set of construction plans, landscaping plans and Plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.
 - b. Declarant shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall be a developed residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.
 - c. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.
 - d. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to the approval or disapproval of any proposed Improvement. No responsibility, liability

or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed improvement.

3. No part of any residence, except as hereinafter provided, may be erected or maintained on any of the Lots nearer to the front street right-of-way ("R.O.W.") than twenty (20) or nearer to the side Lot line than ten (10) feet. Provided, however, that Declarant shall have and does hereby reserve the right with the consent in writing of the record owner of the fee simple title to any such Lot, to change any building line on any such Lot or Lots, so long as the change conforms to the Zoning Ordinances.

4.

a. Residences designed for construction on Lots in PONY CREEK SUBDIVISION, shall be constructed as follows:

- (1) No resident or owner of any Lot will occupy or build a basement house on any Lot.
- (2) All mobile home units will be skirted and put on a pad foundation, or concrete pillars and shall be no more than ten (10) years old at the time the mobile home is put on the Lot. Home must be completely skirted, totally enclosed and fastened. This is also a state law. Violator will be assessed a \$100.00 fine and given thirty (30) days to rectify the situation or a \$5.00 fine per day each day thereafter. The violator will also pay any lawyer, court fees, and cost of mailing certified letters. Any outstanding fines past thirty (30) days will result in the disconnection of water service.
- (3) No dwelling shall be allowed which is less than 768 square feet of finished living area, has a garage designed to hold more than two (2) vehicles, or a storage shed larger than two hundred (200) square feet.
- (4) No more than one building site will be permitted on a Lot, except for Lots 55 and 57.
- (5) Any dwelling shall comply with the Mills County and State of Iowa laws and shall meet all the requirements of the Mills County and state boards of health including the connection to a suitable septic tank.

- (6) Each septic tank shall have a capacity of not less than 1000 gallons and be located at least 100 feet or such greater distance as may be specified by the Mills County Board of Health from any well, spring, or other water supply structure. Each septic tank or sewer system shall be examined and pumped on a semi-annual basis at the expense of the owner and Declarant reserves the right to enter the premises to inspect said septic tank.

b. The phrase "finished living area" as used in this Section shall include in all cases areas on the first and second floor of the Residence enclosed and finished for all-year occupancy computed on outside measurement of the Residence. The term shall not include any area in any basement, garage, porch or attic finished or unfinished. No structure erected on any Lot shall be more than two stories in height, unless consented to in writing by Declarant, or its designee. Declarant, or its designee, shall have and hereby reserves the right to reduce the floor area requirement set forth above, provided the total reduction for any one Residence may not exceed twenty (20) percent of such minimum floor area requirements for such Residence.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof.

6. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible. Junk (old appliances, tires, car parts, pallets, open trenches, old board, etc.): A certified letter will be sent with a fine of \$50.00, then the violator will have seven (7) days to clean it or be fined \$5.00 per day for each day thereafter. The violator will also pay any lawyer, court fees, and cost of mailing certified letters. Any outstanding fines past thirty (30) days will result in the disconnection of water service. Junk cars (inoperable, unlicensed, wrecked cars, or campers): A certified letter will be sent with a \$100.00 fine. The violator then has ten (10) days to remove the junk vehicle or be fined \$5.00 per day each day thereafter. The violator will also pay any lawyer, court fees,

and cost of mailing certified letters. Any outstanding fines past thirty (30) days will result in the disconnection of water service.

7. No incinerator or trash burner shall be permitted on any Lot. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot.

8. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

9. All fences and landscaping must be approved by Declarant. No privacy fences may extend past the front of a home.

10. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

11. No farm animals, livestock, horses or poultry of any kind shall be raised or kept on any Lot, other than non-exotic household pets as provided in these covenants. No such pets shall be kept, bred or maintained for commercial purposes. No such pets shall be allowed to run at large. Dogs running at large: Dogs must be confined to YOUR yard. Notify violator. If that does not work, call Board member. After three (3) complaints a certified letter will be sent with a \$100.00 fine. The fine will be assessed with each additional three (3) complaints. The violator will also pay any lawyer, court fees, and cost of mailing certified letters. Any outstanding fines past thirty (30) days will result in the disconnection of water service. No shelter nor any fence for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for a dog house; provided always that the construction plans, specifications and the location of the proposed structure and fences have been first approved by Declarant, or its assigns. Dog houses shall only be allowed in the area to the rear of the building, concealed from public view. No fences, dog runs or kennels may be constructed or installed on any Lot without the written permission of the Declarant. The plans, proposed site location, and materials to be used in the construction of the fences, dog runs, or kennels shall be provided to Declarant for Declarant's review. The Mills County Code shall be used in determining the number of animals that are allowed per Lot. Each Lot owner will be responsible for removing all manure from the property, including dog runs, at least weekly during the months of April through October of each year. Fences enclosing said animals shall be constructed so as to preclude the animals from coming into contact with people or vegetation on an adjoining Lot. No exterior lighting shall be constructed so that the lighting shines upon an adjoining Lot. No activities with said animals shall be conducted in such a way as to cause excessive noise or dust. Each owner of a Lot shall immediately remove any manure left by said animal outside of that owner's Lot.

12. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on any Lots shall be allowed to reach a height in excess of twelve (12) inches. A certified letter will be sent to the violator with a \$50.00 fine with seven (7) days to get it mowed or the Board will hire someone to mow it with the violator paying the mowing cost. This will be reviewed at each monthly meeting. The violator will also pay any lawyer, court fees, and cost of mailing certified letters. Any outstanding fines past thirty (30) days will result in the disconnection of water service.
13. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.
14. No Lot or residence shall be used for a commercial enterprise.
15. No discharge of firearms shall be allowed within the subdivision.
16. No shooting of animals shall be allowed within the subdivision.
17. All dwellings should have in-line check valves installed. Any new dwelling coming in needs to do this before water service is turned on.
18. If a homeowner breaks their water shut off valve, they are responsible for repairs.

ARTICLE II.
EASEMENTS AND RESTRICTIONS
RELATING TO ROADS AND RECREATION AREAS

1. Each Owner shall have an easement for the use of the roads and recreation area in said Pony Creek Lake Development #1 and Declarant shall have the authority to make special assessments for the improvement and betterment of the area including the maintenance of the roads and that the costs of such improvements and maintenance may be assessed proportionately against the owner of each Lot in said Pony Creek Lake Development #1. It is agreed that the maximum annual assessment for such improvements and maintenance, including the maintenance of the roads, shall not exceed the sum of \$100 for each Lot during the year 2006. Declarant may adjust

the maximum annual charge for upkeep of the roads in the same amount as the National Cost of Living Index on January 1st of each year is adjusted. Declarant shall give notice of the adjustment to the Lot owners on or before January 31st of each year and said assessment as adjusted shall be payable to Declarant on or before April 1st following the date of giving of said notice.

2. Failure of a Lot owner to maintain or contribute to the maintenance of the roads shall be a breach of these covenants.

3. Posted speed limits shall be obeyed by all residents, owners, and their guests. Violators will be fined \$50.00 and if it is a minor under the age of eighteen (18), the parents will also be fined.

4. No all-terrain vehicles (ATVs) shall be allowed on roadways within the subdivision including, but not limited to, dirt bikes and golf carts. All vehicles, with the exception of riding lawnmowers, must be licensed to be on the roads.

5. No vehicles/trailers may be parked in the road/ditches. If they are not moved within twenty-four (24) hours, any violating vehicles/trailers will be towed at the owner's expense and the Lot owner will be fined \$100.00. Any outstanding fines past thirty (30) days will result in the disconnection of water service.

6. A reciprocal easement for ingress and egress to said Lots is hereby granted in favor of all Lots serviced by the road.

7. A reciprocal easement for the use and enjoyment of the recreational areas of said subdivision is hereby granted in favor of all Lots in said subdivision, subject to the Rules and Regulations established by the Declarant.

8. Residents or owners of Lots shall be held responsible for any damages done to common areas caused by themselves or their guests (destruction of property, park, bus shed signs, speed bumps, etc.). Upon arrest and conviction of said offense, the violator will be fined a minimum of \$100.00 and will also pay for all damages and court costs. Any outstanding fines past thirty (30) days will result in the disconnection of water service.

ARTICLE III. HOMEOWNERS' ASSOCIATION

1. The Association. Declarant has caused the incorporation of PONY CREEK HOMEOWNERS ASSOCIATION, an Iowa not for profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of PONY CREEK SUBDIVISION (including all phases thereof), including:

a. The Association may in the future acquire, construct, landscape, improve, equip, maintain, operate, repair, keep up and replace Recreation Areas for the general use, benefit and enjoyment of the Members. Recreation Areas may include playgrounds and parks; dedicated and nondedicated roads, paths, ways, entry areas and green areas; and signs and entrances for PONY CREEK SUBDIVISION.

b. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Recreation Areas and roads, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Recreation Areas by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of any Recreation Areas.

c. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of PONY CREEK SUBDIVISION; and the protection and maintenance of the residential character of PONY CREEK SUBDIVISION.

2. Membership and Voting. PONY CREEK SUBDIVISION, is divided into 60 separate Lots (referred to as the "Lots"). The "Owner" of each Lot who has signed the 2006 Declaration of Covenants shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lots merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The Owner of each Lot other than Declarant, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon Not For Profit Corporations by the Iowa Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

- a. The acquisition, development, maintenance, repair, replacement, operation and administration of Recreation Areas, and the enforcement of the rules and regulations regulating to the Recreation Areas.
- b. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks, medians, thoroughfares or public property within or near PONY CREEK SUBDIVISION.
- c. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
- d. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Recreation Areas against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.
- e. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.
- f. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
- g. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- h. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.
- i. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.
- j. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.
- k. The exercise of any and all rights assigned to the Association by Declarant including but not limited to the architectural control of the improvements constructed in PONY CREEK SUBDIVISION.

4. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board. The Association has power to increase monthly fees.

5. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant or sold by the Declarant to a contractor for future construction of a home.

6. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. Liens will be put on properties two (2) or four (4) months behind in Association dues. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

7. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Section 3 of this Article.

8. Assessments for Extraordinary Costs: In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Recreation Areas and roads, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Three Hundred and No/100 Dollars (\$300.00) per Lot.

9. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 5. above.

10. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

11. Effect of Nonpayment of Assessments-Remedies of the Association. Dues, fines, assessments, and water bills will be due on the 1st of each month, payable until the 10th of each month, and past due on the 11th of each month. If your dues are late, a fine of \$25.00 will be assessed, water shut off on the 15th and a \$40.00 fee will be charged to turn water back on. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability of the charge and lien provided for herein by nonuse of the Recreation Area, rental of his property where the tenant does not pay the dues assessment, or abandonment of his Lot. Homeowners should notify Corporation when a renter tenant moves in or out. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any right of the Association.

12. Subordination of the Lien to Mortgagees. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

ARTICLE IV. EASEMENTS

1. A perpetual license and easement is hereby reserved to erect and operate, maintain, repair and renew buried or underground storm sewers, water and gas mains and cables, lines or conduits and other electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable

television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the rear and the side boundary lines of the Lots; an ten (10) foot wide strip of land abutting the front boundary lines of all Lots.

2. Other easements are provided for in the final plat of PONY CREEK SUBDIVISION.

ARTICLE V.
GENERAL PROVISIONS

1. The Declarant, or the Homeowners Association or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant 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.

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by an instrument signed by the owners of not less than 100% of the Lots covered by this Declaration. Easements contained herein may not be amended unless they are amended by agreement of all parties concerned with the easement.

3. The undersigned, or their successors or assigns, shall terminate their status as Declarant under this Declaration, upon the signing of this Declaration by all of the owners of Lots in said subdivision and the recording of this document with the Mills County Recorder, by filing a Notice of Termination of Status as Declarant. Upon such filing, Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

4. Invalidity of any covenant shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this _____ day of May/June, 2006.

PONY CREEK HOMEOWNERS ASSOCIATION DIVISION #1 INCORPORATED

BY: [Signature]
Director

BY: [Signature]
Director

BY: [Signature]
Director

BY: [Signature]
Director

BY: [Signature]
Director

BY: [Signature]
Director

BY: [Signature]
Director

BY: [Signature]
Director

STATE OF IOWA

COUNTY OF MILLS

On this 30 day of ~~June~~^{May}, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared ~~Mike Brinen, Barbara Simon, LeRoy~~^{Paula Thues, Lora Bradberg, Orinwood}, to me know to be the person named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as (his) (her) (their) voluntary act and deed.



Lori L. Badberg
NOTARY PUBLIC IN AND FOR SAID STATE

My Commission Expires: May 1, 2009

STATE OF IOWA)

COUNTY OF) ss.

On this 7 day of July, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared ^{Selberg} Lori Bradberg, to me know to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



Deanna L. Struck
NOTARY PUBLIC IN AND FOR SAID STATE

My Commission Expires: 7/31/2007

(Lot owner's signature pages will be provided when a list of lot owners is provided to us.)