

2003 3:38
FILED
RECORDERS OFFICE
JONES COUNTY IOWA
03 JUL 22 PM 1:13
MARIE KRUTZFIELD
RECORDER 71.00 Pd

Prepared by: Robert F. Shimanek, P. O. Box 351, Monticello, Iowa 52310 (319)465-5448

RESTRICTIVE COVENANTS

FOR

ROLLING HILLS ESTATES ADDITION, JONES COUNTY, IOWA.

THIS DECLARATION, made by Rolling Hills Estates, L.L.C., an Iowa Limited Liability Company of Anamosa, Iowa,

WITNESSETH:

That for the mutual benefit of the undersigned present owners and all future owners of Lots 1 through 32, except for Lots 10, 30, and 32, the undersigned does hereby declare and bind itself, all successors in interest, grantees, transferees, executors, and legal representatives in the ownership of Lots 1 through 32, except Lots 10, 30, and 32 of Rolling Hills Estates Addition to Jones County, Iowa, to the following protective covenants and that they shall run with the land and shall be binding upon all owners thereof so long as said covenants remain in force and effect. Such covenants are as follows:

1. All lots shall be used exclusively for single family residential purposes, residential garages, hobby or business activities situated within the residence, and no other commercial use shall be permitted. No activity shall be allowed to interfere with the residential nature of the



development, except model homes during the construction period.

2. No lot may be subdivided by the owner. No structures may be built on the easterly 200 feet of Lot 4.

3. No trailer, mobile home, motor home, camper, shack, barn, basement, tent, garage, or other similar structure shall be used as a temporary or permanent residence, nor shall any residence of a temporary nature be permitted.

4. All residences to be built in Rolling Hills Estates Addition to Jones County, Iowa, shall be custom built, and upon commencement of construction, all interior and exterior construction, lot grading, and landscaping shall be completed within one (1) year of the date of commencement. No dwelling shall be occupied during construction.

5. All residences in Lots 8, 9, 11, 12, 13, 14, and 15 shall have a minimum of 1500 square feet of finished floor space. All residences in Lots 5, 6, 16, 17, 18, 19, 20, 21, and 22, shall have a minimum of 1700 square feet, and in addition shall have at least a double stall attached garage. All residences in Lots 1, 2, 4, 23, 24, 25, 26, 27, 29, and 31, shall have a minimum of 2000 square feet of finished floor space and in addition shall have an attached triple stall garage. In computing the square footage, the area contained in a basement, garage, breeze way, attic, or porch shall not be included. Exterior siding shall be of wood, plywood, aluminum, steel, vinyl, stone, or brick. Brown/earth tones shall be utilized whenever possible. Galvanized corrugated metal of the type commonly used on commercial and agricultural buildings is prohibited.

6. As to all lots in Rolling Hills Estates Addition to Jones County, Iowa, the following shall apply:

(a) All structures shall blend in, rather than contrast with the terrain. The use



of materials that maintain the natural look, as well as soft earth tone colors are encouraged, e.g., stained wood siding (or equal quality in appearance), stone, or brick for outside walls and the look of shake or wood shingles for the roof covering. Concrete block foundations are prohibited. All roofs shall have a minimum of 5/12 pitch except those residences requiring 1700 and 2000 square feet of finished floor space shall have a 6/12 pitch. Each residence must have at least eight corners.

- (b) The front side of each family dwelling facing the road shall have as a minimum 150 square feet of stone or brick except those residences requiring 1700 square feet of finished floor space shall have 200 square feet of stone or brick and those residences requiring 2000 square feet of finished floor space shall have 300 square feet of stone or brick.
- (c) No mobile home or component, manufactured or modular home as defined in the Code of Iowa shall be allowed. All construction, workmanship, materials, and design must meet State of Iowa building and fire codes.

7. Two unattached structures shall be allowed upon a lot. Placement of any such unattached structure shall not extend beyond the front line of the residence on the lot, and portable buildings are expressly prohibited. If the structure is metal, it shall be at the rear of the property behind the residence.

The unattached structure shall be no larger than 2400 square feet and no smaller than 175 square feet, and the exterior surface material shall be the same as used for the residence. If a metal building is erected, it shall: a) have a minimum 12-inch eave and rake overhang trim; b) be two-tone in color with the bottom 30 inches waistcoat of a contrasting color from the rest of the



building; and c) be made of 29-gauge colored steel.

The second structure shall be located to the rear of the back line of the residence on the lot.

8. Satellite dishes larger than 30 inches in diameter are prohibited. Satellite dishes must be located in such a manner as to not be visible from the roadway fronting the residence. No dwelling shall have a TV antenna or similar structure standing more than ten feet in height above the highest point of the dwelling to which it is affixed. Detached antenna towers are prohibited.

9. The parking of boats, motor homes, campers, trailers, snowmobiles, or other similar recreational equipment is prohibited except for temporary parking during the season when such equipment is being regularly used. Permanent parking is expressly prohibited unless such equipment is placed in an enclosed structure.

Rolling Hills Estates, L.L.C., will install one common driveway to be shared by Lots 11 and 12 and also Lots 13 and 14 of Rolling Hills Estates, L.L.C. Addition to Jones County, Iowa. After these two driveways are installed to provide access to Forest Chapel Road, it will be the sole responsibility of the owners of such lots to maintain their respective driveway to provide access to their respective lots.

10. No noxious or offensive activity shall be carried on any lot which activity is a nuisance to the neighborhood.

11. No debris, junk, unsightly accumulation of materials or weeds shall be allowed to remain on the premises of any lot, including but not limited to non-running or junk motor vehicles. All noxious weeds as defined in Chapter 317.1 of the Iowa Code shall be kept mowed or otherwise eradicated. All lots not being used for a residence shall be mowed back at least 50 feet from the roadway at least one time a month.



12. House pets are permitted. No more than two dogs may be kept on any lot, except when a dog has a litter of pups, but in all events the number of dogs must be reduced to two no later than six months after the litter of pups is born. Lot owners must keep manure from accumulating.

13. No livestock of any kind, including but not limited to horses, cattle, hogs, chickens, geese, rabbits, ducks, and goats may be kept on these premises.

14. Each residence shall be connected to a septic tank with a proper drainage field, as may be required by state, county, or city statute or ordinance, or be connected to an approved county septic system. There shall be no discharge of raw sewage at any time.

15. No structure shall be built closer than 60 feet to the center of the roadway abutting each lot, or closer than 30 feet to the back lot line or closer than 30 feet to the side lot line.

16. If any front or side lot line boundary fences are installed, such fences must first have the prior approval of the developer, Rolling Hills Estates, L.L.C. The requirement of prior approval before installation shall expire ten (10) years after these restrictive covenants are filed of record.

If a rear lot line boundary fence is necessary to be erected to separate a lot from adjacent farmland not part of this development, the then lot owner shall be responsible for the construction of a "lawful fence" as defined in Chapter 359A of the Iowa Code. The developer, Rolling Hills Estates, L.L.C., shall have no responsibility for the construction of any such fences as described in this paragraph.

17. Public utility easements are as shown on the plat. All utility lines shall be installed underground.

18. Community Well - Water System. The developer, Rolling Hills Estates, L.L.C., will



§

install five wells, pumps, pressure tanks, electrical service, various water lines, well pits, and other equipment hereinafter called "water system" so as to provide water service to the following lots:

- a) North well - water system. Lots 1, 2, 4, 5, 6, and 9 shall be serviced by one common well and water system. The well shall be located on Lot 4. The various water lines and related equipment will be situated within the designated easements for utility services.
- b) West well - water system. Lots 8, 11, 12, 13, 14, and 15 shall be serviced by one common well and water system. The well shall be located on Lot 12. The various water lines and related equipment will be situated within the designated easements for utility services.
- c) South well - water system. Lots 16, 17, 18, 19, 20, 21, and 22 shall be serviced by one common well and water system. The well shall be located on Lot 17. The various water lines and related equipment will be situated within the designated easements for utility services.
- d) East well - water system. Lots 23, 24, 25, 26, 27, and 29 shall be serviced by one common well and water system. The well shall be located on Lot 27. The various water lines and related equipment will be situated within the designated easements for utility services.
- e) Lot 31 will have its own well and water system.

Upon final installation, the entire water system and all ownership of such water system shall be conveyed by the developer, Rolling Hills Estates, L.L.C., to the Rolling Hills Estates Addition to Jones County, Iowa, Homeowners' Association, its successors and assigns.

Private Road System. The developer, Rolling Hills Estates, L.L.C., will install a hard



surfaced private access road as shown on the plat designated as 95th Street, 93rd Street, 207th Avenue, and Zacharia Avenue not later than July 1, 2005. Ownership of the above streets and avenues shall be transferred by the developer to the Rolling Hills Estates Addition, Homeowners' Association. The owners of Lot 10 shall have a permanent easement for purposes of ingress and egress over 93rd Street upon which the private access road is located, and the owner of Lot 32 shall have a permanent easement for purposes of ingress and egress over 95th Street upon which the private access road is located.

The maintenance, operation, and improvement of the water system and the private access roads and other property owned by the Rolling Hills Estates, L.L.C. Addition to Jones County, Iowa, Homeowners' Association shall be as provided in the Articles of Incorporation and by-laws of Rolling Hills Estates, L.L.C., to Jones County, Iowa, Homeowners' Association. In addition thereto, the following provisions shall apply to Rolling Hills Estates, L.L.C. Addition to Jones County, Iowa, Homeowners' Association and its successors and assigns:

a) The Association for itself, its successors, and assigns hereby covenants with the developer, Rolling Hills Estates, L.L.C., that the Association will accept the conveyance and transfer of the water system and private access road system which developer will install on the property. The Association will preserve and maintain for the common benefit of its members such water system, private access road, and other common areas, and shall pay any taxes or assessments placed thereupon, carry insurance with respect thereto as may be determined by its Board of Directors, and shall keep such water system, private access road, and other common areas in good operation and repair.

b) The members of the Rolling Hills Estates, L.L.C. Addition to Jones County, Iowa,



Homeowners' Association shall be the owners of Lots 1, 2, 4, 5, 6, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, and 31. All members of the Association shall have the right to and use of the water system, private access road system, and other common areas being provided for herein. The right to use such property and the responsibility for the maintenance and upkeep of such property shall be subject to the rules and regulations to be developed by the Association in accordance with its Articles of Incorporation and by-laws, with the intent to provide a reliable supply of water, a well maintained private access road, and other common areas at a reasonable price for all members. In the event a member of the Association fails to pay an assessment for more than thirty (30) days after receiving notification thereof, then such member's right to water provided by the water system and use of the private access road system shall be subject to termination as may be provided by the rules and regulations of the Homeowners' Association.

c) Every person or entity who is a record owner of a designated lot shall be a member of the Association, except any person or entity that holds such lot merely as security for the performance of any obligation shall not be a member. Each member shall be entitled to one vote for each lot in which they hold an interest. When more than one person holds an interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they may determine, but in no event shall more than one vote be cast with respect to any such lot.

d) The developer, Rolling Hills Estates, L.L.C., for each lot within the property subject to the provisions of this paragraph 18, hereby covenant, and each owner of any such lot, by acceptance of a deed thereof or contract for the purchase thereof (whether or



nor it shall be so expressed in any such deed or contract), shall be deemed to covenant for themselves, himself, their or his heirs, representatives, successors and assigns to pay to the Association a periodic assessment. All such assessments, together with interest thereon and cost of collection thereof, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land when such lien is perfected as provided in this paragraph 18. Each such assessment, together with interest thereon and cost of collection thereof, shall also be the personal obligation of the person or persons who are the owners of such assessed land at the time the assessment became due.

e) The periodic assessments levied by the Association shall be used exclusively for the purpose of the operation and maintenance of the water system, private access road system, and other common areas for the lot owners utilizing services. Such expenses would consist of, but not necessarily be limited to, electrical service, insurance, taxes, repairs, replacement, and maintenance of equipment, grading, rock, and other improvements to the roadway, and any structures or improvements erected and maintained on other common areas owned by the Association.

f) The periodic assessments for each year shall be determined by the Board of Directors of the Homeowners' Association as provided in the by-laws for the Association. The amount of assessment as established from year to year shall be based upon the cost of operation of the water system and the private road access system, their maintenance, taxes, insurance, and other expenses related to the operation thereof and other common areas owned by the Association. In addition, the directors of the Association in their discretion have the option of providing for a



special assessment so as to establish a fund to meet any extraordinary expenses which may occur from time to time as may be deemed advisable by the Board of Directors.

g) If any assessment is not paid on the date when due, such assessment thereupon shall become delinquent, and from and after the time when the Association shall have filed against the delinquent property with the Jones County Recorder, an appropriate instrument setting forth such delinquency, such assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then owners, his heirs, representatives, successors and assigns. The personal obligation of the then owner to pay such assessment shall remain his or her personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

h) Delinquent assessments shall bear interest at the highest legal interest rate chargeable to individuals from the date of delinquency. The Association may bring either an action at law against the persons personally obligated to pay the same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest as provided by law and reasonable attorney fees to be fixed by the court, together with the cost of such action.

i) The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust to secure debt now or hereafter placed upon the properties subject to assessment, provided, however, that such subordination shall



apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceedings in lieu of foreclosure. Such sale or transfer shall not release such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

j) The Association upon request and payment of a service fee of not more than \$20.00 at any time shall furnish any owner liable for any assessment a certificate in writing signed by an officer of the Association setting forth what assessments, if any, which have been made with respect to said owner's property and which are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

k) The water line serving each lot has a shut-off valve. The Homeowners' Association is responsible to maintain the water line from the well to the shut-off valve. The individual lot owner is responsible to maintain the shut-off valve and the line running from the shut-off valve to the individual lot owner's property.

19. All owners of lots in Rolling Hills Estates, L.L.C. shall have ten foot wide easement for ingress and egress surrounding the pond located on Lot 10. The purpose for this easement is to allow the owners of these lots to have access to the pond from any point around the pond, with an individual lot owner's access not being restricted to only that part of an owner's lot immediately adjacent to the pond. This easement shall run five feet on the West lot line of Lot 21 and five feet on the East lot line of Lot 20. The pond located on Lot 10 shall be maintained by the Rolling Hills Landowners Association.

20. These covenants shall be deemed to run with the land to which they apply, and the developer, Rolling Hills Estates, L.L.C., and individual owners of any such real estate may bring



an action in any court of competent jurisdiction to enforce these covenants and enjoin their violation or for damages for breach thereof, or for any other remedy or combination of remedies recognized by law or in equity. All costs incurred by the developer, Rolling Hills Estates, L.L.C., or an individual aggrieved owner(s) to enforce these restrictive covenants, including court costs and attorney fees, shall be paid by the violating owner.

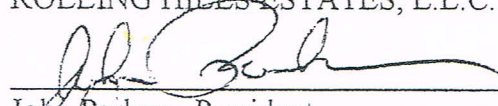
21. This Declaration of Restrictive Covenants shall be perpetual in duration and nature. If any of the covenants, conditions, restrictions, or other provisions of this Declaration of Restrictive Covenants shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue until twenty-one (21) years after the death of the last survivor of the now living descendants of those persons who are stockholders of Rolling Hills Estates, L.L.C., as of the date of the recording of this Declaration. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

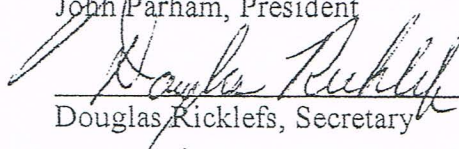
22. All property encompassed within this development shall be subject to any and all zoning ordinances for Jones County and wherever there is a conflict between these restrictive covenants and the zoning ordinances for Jones County, Iowa, or the State of Iowa, that which is most restrictive shall be binding.

Dated this 8 day of July, 2003.



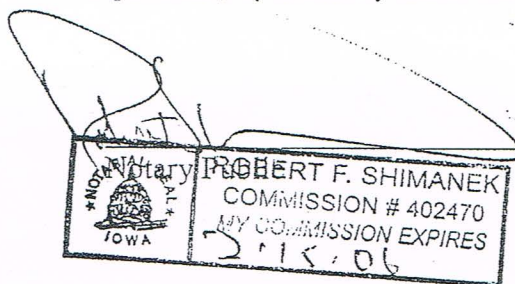
ROLLING HILLS ESTATES, L.L.C.


John Parham, President


Douglas Ricklefs, Secretary

STATE OF IOWA)
) §
JONES COUNTY)

On this 8 day of Jul, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Parham and Douglas Ricklefs, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively, of said Corporation, executing the within and foregoing instrument; that said instrument was signed on behalf of said Corporation by authority of its Board of Directors; that the said John Parham and Douglas Ricklefs acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by them voluntarily executed.



AMENDMENT TO RESTRICTIVE COVENANTS
FOR
ROLLING HILLS ESTATES ADDITION, JONES COUNTY, IOWA

The undersigned, owners of LOTS 1 - 32, ROLLING HILLS ESTATES ADDITION, JONES COUNTY, IOWA, hereby amend the Restrictive Covenants dated July 8, 2003, and recorded July 22, 2003, as Document # 2003 3438 in the office of the Jones County, Iowa, Recorder.

1. Correction of Typographical Errors. (a). The Restrictive Covenants occasionally refer to Rolling Hills Estates Addition, Jones County, Iowa (the "Addition") as Rolling Hills Estates, L.L.C. Addition to Jones County, Iowa. Any such references are intended to refer to the Addition. Any references to Rolling Hills Estates, L.L.C. Addition to Jones County, Iowa are hereby deleted and replaced by "Rolling Hills Estates Addition, Jones County, Iowa". (b). The entity designated and formed to maintain, operate and govern common property in the Addition is Rolling Hills Estates Landowners Association (the "Association"). The Restrictive Covenants refer to the Association variously as Rolling Hills Estates Addition to Jones County, Iowa, Homeowners' Association; Rolling Hills Estates Addition, Homeowners' Association; Rolling Hills Estates, L.L.C. Addition to Jones County, Iowa, Homeowners' Association; Rolling Hills Estates, L.L.C. to Jones County, Iowa, Homeowners' Association; and Homeowners' Association. These names are hereby deleted and the name "Rolling Hills Estates Landowners Association" is inserted instead.

2. Road Maintenance Groups. Two road maintenance groups, 93rd Street Maintenance Group and 207th Street Zacharia Avenue Maintenance Group, are hereby established. Owners of Lots 5, 6, 8 and 9 of the Addition shall be members of the 93rd Street Maintenance Group and owners of Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29 and 31 shall be members of the 207th Street Zacharia Avenue Maintenance Group. The maintenance groups shall function as permanent committees of the Association and shall be responsible for general maintenance of their respective roads, including, but not limited to, snow removal, asphalt repair and replacement, and payment of real estate taxes. The Association shall carry liability and casualty insurance on the roads. The Board of Directors of the Association shall have the authority and responsibility to render the final decision concerning any disputes among and/or between the maintenance groups. Each road maintenance group shall be responsible for establishing a budget and implementing the budget from funds of the Association. The existing road maintenance funds currently held by the Association shall be divided between the road maintenance groups in proportion to the number of lots in each group and may be applied to expenses of the road maintenance groups as their respective members deem appropriate. Future dues designated by the Board of Directors for road maintenance purposes shall be held in an account in the Association's name but shall be earmarked for use by the road maintenance groups in proportion to the number of lots in each group. If and when Lot 3, Rolling Hills Estates Addition to Jones County, Iowa (95th Street) is conveyed to the Association, there shall be established a 95th Street Maintenance Group which shall be responsible for general maintenance of 95th Street in the same manner as the other maintenance groups are responsible for their streets.

3. Pond. Paragraph 19 of the Restrictive Covenants is hereby deleted and the following is inserted in lieu thereof:

"19. A pond lies on portions of Lots 10, 20, 21, 24, 31 and 32, Rolling Hills Estates Addition to Jones County, Iowa. By a separate Pond Easement Agreement recorded contemporaneously with this Amendment to Restrictive Covenants, these lot owners are conveying to the Association a nonexclusive easement to access and use the pond.

The Association shall be responsible for pond and common area maintenance, including mowing the shoreline adjacent to the pond. "Maintenance" includes, but is not limited to, repair, upkeep, insurance and general care of the pond. The Association shall also be responsible for adopting (subject to approval of 2/3 of the Pond Lots, as defined below) and enforcing reasonable rules and regulations regarding pond usage. The Association shall maintain, repair and in its discretion, replace, existing docks for community usage located around the pond. With written approval from the Association as to plans and specifications, owners of lots along the shoreline of the pond may erect additional docks. All docks are for community usage but a shoreline lot owner shall have first usage rights for the dock on his lot. A shoreline lot owner who has erected a dock on his lot, and such lot owner's successors and assigns, shall be required to maintain and repair the dock. If the shoreline lot owner does not maintain and repair the dock as necessary, the Association may, with ten (10) days' prior written notice, perform any necessary maintenance and repair and may assess the shoreline lot owner for any associated expenses. The overnight storage of personal property on a dock is not permitted without the Association's prior written consent.

In all matters involving the pond, each lot, with the exception of Lots 3, 7 and 28, in the Addition shall have one (1) vote per lot ("Pond Lots"). Lots 10, 30 and 32, which are excluded from the Restrictive Covenants in relation to other matters, are specifically included as Pond Lots. The owners of Lots 10, 30 and 32 shall have the same pond access and usage rights as other Pond Lot owners.

Pond Lots shall be subject to assessment on a monthly or less frequent basis as the Board of Directors of the Association deems necessary or advisable to carry out maintenance and repair responsibilities in connection with the pond. Pond Lots adjoining the shoreline shall be assessed no more than 5.3 % of the total annual assessment. Pond Lots sharing boundary lines with the Pond Lots adjoining the shoreline shall be assessed no more than 4% of the total annual assessment. All other Pond Lots shall be assessed no more than 2% of the total annual assessment. As and if Lots 10, 30 and 32 are subdivided, the aforementioned assessment schedule shall also apply to the subdivided lots with any excess returned to Pond Lot owners proportionally at the end of the Association's fiscal year. For a five (5) year period commencing _____, the Association shall not assess the Pond Lots more than \$200,000.00 for routine maintenance of and repairs to the pond. This limitation shall not apply to extraordinary expenses. Extraordinary expenses are expenses the Board of Directors deems necessary to address an emergency situation to avoid significant financial or property loss.

4. Full Force and Effect. Except as provided herein, the Restrictive Covenants shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the dates opposite their names on the attached signature pages.

The Remainder of this Page is Intentionally Blank

2003. 2-138

FILED
RECORDERS OFFICE
JONES COUNTY IOWA

03 JUL 22 PM 1:13

MARIE KRUTZFIELD
RECORDER 71.00 Pd

Prepared by: Robert F. Shimanek, P. O. Box 351, Monticello, Iowa 52310 (319)465-5448

RESTRICTIVE COVENANTS

FOR

ROLLING HILLS ESTATES ADDITION, JONES COUNTY, IOWA.

THIS DECLARATION, made by Rolling Hills Estates, L.L.C., an Iowa Limited Liability Company of Anamosa, Iowa,

WITNESSETH:

That for the mutual benefit of the undersigned present owners and all future owners of Lots 1 through 32, except for Lots 10, 30, and 32, the undersigned does hereby declare and bind itself, all successors in interest, grantees, transferees, executors, and legal representatives in the ownership of Lots 1 through 32, except Lots 10, 30, and 32 of Rolling Hills Estates Addition to Jones County, Iowa, to the following protective covenants and that they shall run with the land and shall be binding upon all owners thereof so long as said covenants remain in force and effect. Such covenants are as follows:

1. All lots shall be used exclusively for single family residential purposes, residential garages, hobby or business activities situated within the residence, and no other commercial use shall be permitted. No activity shall be allowed to interfere with the residential nature of the

development, except model homes during the construction period.

2. No lot may be subdivided by the owner. No structures may be built on the easterly 200 feet of Lot 4.

3. No trailer, mobile home, motor home, camper, shack, barn, basement, tent, garage, or other similar structure shall be used as a temporary or permanent residence, nor shall any residence of a temporary nature be permitted.

4. All residences to be built in Rolling Hills Estates Addition to Jones County, Iowa, shall be custom built, and upon commencement of construction, all interior and exterior construction, lot grading, and landscaping shall be completed within one (1) year of the date of commencement. No dwelling shall be occupied during construction.

5. All residences in Lots 8, 9, 11, 12, 13, 14, and 15 shall have a minimum of 1500 square feet of finished floor space. All residences in Lots 5, 6, 16, 17, 18, 19, 20, 21, and 22, shall have a minimum of 1700 square feet, and in addition shall have at least a double stall attached garage. All residences in Lots 1, 2, 4, 23, 24, 25, 26, 27, 29, and 31, shall have a minimum of 2000 square feet of finished floor space and in addition shall have an attached triple stall garage. In computing the square footage, the area contained in a basement, garage, breeze way, attic, or porch shall not be included. Exterior siding shall be of wood, plywood, aluminum, steel, vinyl, stone, or brick. Brown/earth tones shall be utilized whenever possible. Galvanized corrugated metal of the type commonly used on commercial and agricultural buildings is prohibited.

6. As to all lots in Rolling Hills Estates Addition to Jones County, Iowa, the following shall apply:

(a) All structures shall blend in, rather than contrast with the terrain. The use

of materials that maintain the natural look, as well as soft earth tone colors are encouraged, e.g., stained wood siding (or equal quality in appearance), stone, or brick for outside walls and the look of shake or wood shingles for the roof covering. Concrete block foundations are prohibited. All roofs shall have a minimum of 5/12 pitch except those residences requiring 1700 and 2000 square feet of finished floor space shall have a 6/12 pitch. Each residence must have at least eight corners.

- (b) The front side of each family dwelling facing the road shall have as a minimum 150 square feet of stone or brick except those residences requiring 1700 square feet of finished floor space shall have 200 square feet of stone or brick and those residences requiring 2000 square feet of finished floor space shall have 300 square feet of stone or brick.
- (c) No mobile home or component, manufactured or modular home as defined in the Code of Iowa shall be allowed. All construction, workmanship, materials, and design must meet State of Iowa building and fire codes.

7. Two unattached structures shall be allowed upon a lot. Placement of any such unattached structure shall not extend beyond the front line of the residence on the lot, and portable buildings are expressly prohibited. If the structure is metal, it shall be at the rear of the property behind the residence.

The unattached structure shall be no larger than 2400 square feet and no smaller than 175 square feet, and the exterior surface material shall be the same as used for the residence. If a metal building is erected, it shall: a) have a minimum 12-inch eave and rake overhang trim; b) be two-tone in color with the bottom 30 inches waistcoat of a contrasting color from the rest of the

building; and c) be made of 29-gauge colored steel.

The second structure shall be located to the rear of the back line of the residence on the lot.

8. Satellite dishes larger than 30 inches in diameter are prohibited. Satellite dishes must be located in such a manner as to not be visible from the roadway fronting the residence. No dwelling shall have a TV antenna or similar structure standing more than ten feet in height above the highest point of the dwelling to which it is affixed. Detached antenna towers are prohibited.

9. The parking of boats, motor homes, campers, trailers, snowmobiles, or other similar recreational equipment is prohibited except for temporary parking during the season when such equipment is being regularly used. Permanent parking is expressly prohibited unless such equipment is placed in an enclosed structure.

Rolling Hills Estates, L.L.C., will install one common driveway to be shared by Lots 11 and 12 and also Lots 13 and 14 of Rolling Hills Estates, L.L.C. Addition to Jones County, Iowa. After these two driveways are installed to provide access to Forest Chapel Road, it will be the sole responsibility of the owners of such lots to maintain their respective driveway to provide access to their respective lots.

10. No noxious or offensive activity shall be carried on any lot which activity is a nuisance to the neighborhood.

11. No debris, junk, unsightly accumulation of materials or weeds shall be allowed to remain on the premises of any lot, including but not limited to non-running or junk motor vehicles. All noxious weeds as defined in Chapter 317.1 of the Iowa Code shall be kept mowed or otherwise eradicated. All lots not being used for a residence shall be mowed back at least 50 feet from the roadway at least one time a month.

12. House pets are permitted. No more than two dogs may be kept on any lot, except when a dog has a litter of pups, but in all events the number of dogs must be reduced to two no later than six months after the litter of pups is born. Lot owners must keep manure from accumulating.

13. No livestock of any kind, including but not limited to horses, cattle, hogs, chickens, geese, rabbits, ducks, and goats may be kept on these premises.

14. Each residence shall be connected to a septic tank with a proper drainage field, as may be required by state, county, or city statute or ordinance, or be connected to an approved county septic system. There shall be no discharge of raw sewage at any time.

15. No structure shall be built closer than 60 feet to the center of the roadway abutting each lot, or closer than 30 feet to the back lot line or closer than 30 feet to the side lot line.

16. If any front or side lot line boundary fences are installed, such fences must first have the prior approval of the developer, Rolling Hills Estates, L.L.C. The requirement of prior approval before installation shall expire ten (10) years after these restrictive covenants are filed of record.

If a rear lot line boundary fence is necessary to be erected to separate a lot from adjacent farmland not part of this development, the then lot owner shall be responsible for the construction of a "lawful fence" as defined in Chapter 359A of the Iowa Code. The developer, Rolling Hills Estates, L.L.C., shall have no responsibility for the construction of any such fences as described in this paragraph.

17. Public utility easements are as shown on the plat. All utility lines shall be installed underground.

18. Community Well - Water System. The developer, Rolling Hills Estates, L.L.C., will

install five wells, pumps, pressure tanks, electrical service, various water lines, well pits, and other equipment hereinafter called "water system" so as to provide water service to the following lots:

a) North well - water system. Lots 1, 2, 4, 5, 6, and 9 shall be serviced by one common well and water system. The well shall be located on Lot 4. The various water lines and related equipment will be situated within the designated easements for utility services.

b) West well - water system. Lots 8, 11, 12, 13, 14, and 15 shall be serviced by one common well and water system. The well shall be located on Lot 12. The various

water lines and related equipment will be situated within the designated easements for utility services.

c) South well - water system. Lots 16, 17, 18, 19, 20, 21, and 22 shall be serviced by one common well and water system. The well shall be located on Lot 17. The various water lines and related equipment will be situated within the designated easements for utility services.

d) East well - water system. Lots 23, 24, 25, 26, 27, and 29 shall be serviced by one common well and water system. The well shall be located on Lot 27. The various water lines and related equipment will be situated within the designated easements for utility services.

e) Lot 31 will have its own well and water system.

Upon final installation, the entire water system and all ownership of such water system shall be conveyed by the developer, Rolling Hills Estates, L.L.C., to the Rolling Hills Estates Addition to Jones County, Iowa, Homeowners' Association, its successors and assigns.

Private Road System. The developer, Rolling Hills Estates, L.L.C., will install a hard

surfaced private access road as shown on the plat designated as 95th Street, 93rd Street, 207th Avenue, and Zacharia Avenue not later than July 1, 2005. Ownership of the above streets and avenues shall be transferred by the developer to the Rolling Hills Estates Addition, Homeowners' Association. The owners of Lot 10 shall have a permanent easement for purposes of ingress and egress over 93rd Street upon which the private access road is located, and the owner of Lot 32 shall have a permanent easement for purposes of ingress and egress over 95th Street upon which the private access road is located.

The maintenance, operation, and improvement of the water system and the private access roads and other property owned by the Rolling Hills Estates, L.L.C. Addition to Jones County, Iowa, Homeowners' Association shall be as provided in the Articles of Incorporation and by-laws of Rolling Hills Estates, L.L.C., to Jones County, Iowa, Homeowners' Association. In addition thereto, the following provisions shall apply to Rolling Hills Estates, L.L.C. Addition to Jones County, Iowa, Homeowners' Association and its successors and assigns:

a) The Association for itself, its successors, and assigns hereby covenants with the developer, Rolling Hills Estates, L.L.C., that the Association will accept the conveyance and transfer of the water system and private access road system which developer will install on the property. The Association will preserve and maintain for the common benefit of its members such water system, private access road, and other common areas, and shall pay any taxes or assessments placed thereupon, carry insurance with respect thereto as may be determined by its Board of Directors, and shall keep such water system, private access road, and other common areas in good operation and repair.

b) The members of the Rolling Hills Estates, L.L.C. Addition to Jones County, Iowa,

Homeowners' Association shall be the owners of Lots 1, 2, 4, 5, 6, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, and 31. All members of the Association shall have the right to and use of the water system, private access road system, and other common areas being provided for herein. The right to use such property and the responsibility for the maintenance and upkeep of such property shall be subject to the rules and regulations to be developed by the Association in accordance with its Articles of Incorporation and by-laws, with the intent to provide a reliable supply of water, a well maintained private access road, and other common areas at a reasonable price for all members. In the event a member of the Association fails to pay an assessment for more than thirty (30) days after receiving notification thereof, then such member's right to water provided by the water system and use of the private access road system shall be subject to termination as may be provided by the rules and regulations of the Homeowners' Association.

c) Every person or entity who is a record owner of a designated lot shall be a member of the Association, except any person or entity that holds such lot merely as security for the performance of any obligation shall not be a member. Each member shall be entitled to one vote for each lot in which they hold an interest. When more than one person holds an interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they may determine, but in no event shall more than one vote be cast with respect to any such lot.

d) The developer, Rolling Hills Estates, L.L.C., for each lot within the property subject to the provisions of this paragraph 18, hereby covenant, and each owner of any such lot, by acceptance of a deed thereof or contract for the purchase thereof (whether or

nor it shall be so expressed in any such deed or contract), shall be deemed to covenant for themselves, himself, their or his heirs, representatives, successors and assigns to pay to the Association a periodic assessment. All such assessments, together with interest thereon and cost of collection thereof, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land when such lien is perfected as provided in this paragraph 18. Each such assessment, together with interest thereon and cost of collection thereof, shall also be the personal obligation of the person or persons who are the owners of such assessed land at the time the assessment became due.

e) The periodic assessments levied by the Association shall be used exclusively for the purpose of the operation and maintenance of the water system, private access road system, and other common areas for the lot owners utilizing services. Such expenses would consist of, but not necessarily be limited to, electrical service, insurance, taxes, repairs, replacement, and maintenance of equipment, grading, rock, and other improvements to the roadway, and any structures or improvements erected and maintained on other common areas owned by the Association.

f) The periodic assessments for each year shall be determined by the Board of Directors of the Homeowners' Association as provided in the by-laws for the Association. The amount of assessment as established from year to year shall be based upon the cost of operation of the water system and the private road access system, their maintenance, taxes, insurance, and other expenses related to the operation thereof and other common areas owned by the Association. In addition, the directors of the Association in their discretion have the option of providing for a

special assessment so as to establish a fund to meet any extraordinary expenses which may occur from time to time as may be deemed advisable by the Board of Directors.

g) If any assessment is not paid on the date when due, such assessment thereupon shall become delinquent, and from and after the time when the Association shall have filed against the delinquent property with the Jones County Recorder, an appropriate instrument setting forth such delinquency, such assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall become a continuing lien upon the property against which such assessments are made and shall

bind such property in the hands of the then owners, his heirs, representatives, successors and assigns. The personal obligation of the then owner to pay such assessment shall remain his or her personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

h) Delinquent assessments shall bear interest at the highest legal interest rate chargeable to individuals from the date of delinquency. The Association may bring either an action at law against the persons personally obligated to pay the same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest as provided by law and reasonable attorney fees to be fixed by the court, together with the cost of such action.

i) The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust to secure debt now or hereafter placed upon the properties subject to assessment, provided, however, that such subordination shall

apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceedings in lieu of foreclosure. Such sale or transfer shall not release such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

j) The Association upon request and payment of a service fee of not more than \$20.00 at any time shall furnish any owner liable for any assessment a certificate in writing signed by an officer of the Association setting forth what assessments, if any, which have been made with respect to said owner's property and which are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

k) The water line serving each lot has a shut-off valve. The Homeowners' Association is responsible to maintain the water line from the well to the shut-off valve. The individual lot owner is responsible to maintain the shut-off valve and the line running from the shut-off valve to the individual lot owner's property.

19. All owners of lots in Rolling Hills Estates, L.L.C. shall have ten foot wide easement for ingress and egress surrounding the pond located on Lot 10. The purpose for this easement is to allow the owners of these lots to have access to the pond from any point around the pond, with an individual lot owner's access not being restricted to only that part of an owner's lot immediately adjacent to the pond. This easement shall run five feet on the West lot line of Lot 21 and five feet on the East lot line of Lot 20. The pond located on Lot 10 shall be maintained by the Rolling Hills Landowners Association.

20. These covenants shall be deemed to run with the land to which they apply, and the developer, Rolling Hills Estates, L.L.C., and individual owners of any such real estate may bring

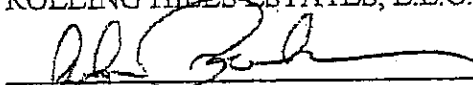
an action in any court of competent jurisdiction to enforce these covenants and enjoin their violation or for damages for breach thereof, or for any other remedy or combination of remedies recognized by law or in equity. All costs incurred by the developer, Rolling Hills Estates, L.L.C., or an individual aggrieved owner(s) to enforce these restrictive covenants, including court costs and attorney fees, shall be paid by the violating owner.

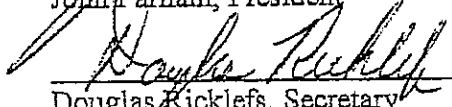
21. This Declaration of Restrictive Covenants shall be perpetual in duration and nature. If any of the covenants, conditions, restrictions, or other provisions of this Declaration of Restrictive Covenants shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue until twenty-one (21) years after the death of the last survivor of the now living descendants of those persons who are stockholders of Rolling Hills Estates, L.L.C., as of the date of the recording of this Declaration. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

22. All property encompassed within this development shall be subject to any and all zoning ordinances for Jones County and wherever there is a conflict between these restrictive covenants and the zoning ordinances for Jones County, Iowa, or the State of Iowa, that which is most restrictive shall be binding.

Dated this 8 day of July, 2003.

ROLLING HILLS ESTATES, L.L.C.


John Parham, President


Douglas Ricklefs, Secretary

STATE OF IOWA)
) §
JONES COUNTY)

On this 8 day of July, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Parham and Douglas Ricklefs, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively, of said Corporation, executing the within and foregoing instrument; that said instrument was signed on behalf of said Corporation by authority of its Board of Directors; that the said John Parham and Douglas Ricklefs acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by them voluntarily executed.



2006 3105

FILED
RECORDERS OFFICE
JONES COUNTY IOWA

06 AUG 16 PM 3:03

MARKIE KRUTZFIELD
RECORDER 37.00 PD

Prepared by: Robert F. Shimanek, P. O. Box 351, Monticello, IA 52310 (319)465-5448

Return to: Rolling Hills Estates, LLC PO Box 56 Anamosa, IA 52205

FIRST AMENDMENT TO DECLARATION AND RESTRICTIVE COVENANTS

For Rolling Hills Estates, L.L.C., an Iowa Limited Liability Company of Anamosa, Iowa, as shown on the plat of Rolling Hills Estates, L.L.C., an Iowa Limited Liability Company of Anamosa, Iowa.

This First Amendment to the Declaration and Restrictive Covenants, Rolling Hills Estates, L.L.C., to Anamosa, Iowa, which were originally filed in the office of the Jones County, Iowa, Recorder on July 22, 2003, as Instrument No. 2003-3438 is made by Rolling Hills Estates, L.L.C., and John Parham, Jill Parham, Doug Ricklefs, Nancy Ricklefs, Ryan Fuller, Angie Fuller, Tony Deutmeyer, Michele Deutmeyer, John McNeeley, Dawn McNeeley, Steve Henderson, Jacqueline C. Henderson, Tommy D. Mohring, Kay A. Kula Mohring, and Ricklefs Construction, Inc., all of whom are the current record titleholders of the various lots of Rolling Hills Estates, L.L.C., Anamosa, Iowa. For the mutual benefit of the present owners and all future owners of lots within Rolling Hills Estates, L.L.C., Anamosa, Iowa, all of the above parties do hereby amend the Declaration and Restrictive Covenants, Rolling Hills Estates, L.L.C., Anamosa, Iowa, recorded as Instrument # 2003-3438, in the office of the Jones County, Iowa, Recorder by changing covenant #18 to read as follows:

18. **Community Well – Water System.** The developer, Rolling Hills Estates, L.L.C., will install five wells, pumps, pressure tanks, electrical service, various water lines, well pits, and other equipment hereinafter called “water system” so as to provide water service to the following lots:

- a) North well – water system. Lots 5, 6, 8, 9, 11 shall be serviced by one common well and water system. The well shall be located on Lot 5. The various water lines and related equipment will be situated within the designated easements for utility services.
- b) West well – water system. Lots 12, 13, 14, 15, and 16 shall be serviced by one common well and water system. The well shall be located on Lot 14. The various water lines and related equipment will be situated within the designated easements for utility services.

- c) South well – water system. Lots 17, 18, 19, 20, 21, and 22 shall be serviced by one common well and water system. The well shall be located on Lot 18. The various water lines and related equipment will be situated within the designated easements for utility services.
- d) East well – water system. Lots 23, 24, 25, 26, 27, and 29 shall be serviced by one common well and water system. The well shall be located on Lot 27. The various water lines and related equipment will be situated within the designated easements for utility services.
- e) Lot 31 will have its own well and water system.

Upon final installation, the entire water system and all ownership of such water system shall be conveyed by the developer, Rolling Hills Estates, L.L.C., as follows for a separation of wells on Lots 5, 14, 18, and 27.

Each well will have its own owner's association for the lots that will be served by each well for the purposes of the maintenance and upkeep of said wells.

DESCRIPTION OF PROPERTY INCLUDED

Section 1. Properties Included in Associations. The properties that will own and be served by Well 5 and be responsible for its maintenance, repair, and upkeep are Lots 5, 6, 8, 9, and 11 of Rolling Hills Estates, L.L.C. to Jones County, Iowa, and shall be known as the Rolling Hills Estates, L.L.C., to Jones County, Iowa, Well 5 Association. The properties that will own and be served by Well 14 and be responsible for its maintenance, repair, and upkeep are Lots 12, 13, 14, 15, and 16 of Rolling Hills Estates, L.L.C. to Jones County, Iowa, and shall be known as the Rolling Hills Estates, L.L.C., Well 14 Association. The properties that will own and be served by Well 18 and be responsible for its maintenance, repair, and upkeep are Lots 17, 18, 19, 20, 21, and 22 of Rolling Hills Estates, L.L.C. to Jones County, Iowa, and shall be known as the Rolling Hills Estates, L.L.C. to Jones County, Iowa, Well 18 Association. The properties that will own and be served by Well 27 and be responsible for its maintenance, repair, and upkeep are Lots 23, 24, 25, 26, 27, and 29 of Rolling Hills Estates, L.L.C. to Jones County, Iowa, and shall be known as the Rolling Hills Estates, L.L.C. to Jones County, Iowa, Well 27 Association.

DESIGNATION OF WELL MANAGER

Section 1. Designation of Well Manager. The owners of properties served by Well 5 shall meet the first Wednesday in April to designate a well manager from among themselves and to discuss and make decisions on matters relating to the well. They shall execute a Well Usage Agreement that shall remain in effect until such time as it is rescinded, modified, or replaced in accordance with the terms of said agreement. The owners of properties served by Well 14 shall meet the first Wednesday in April to designate a well manager from among themselves and to discuss and make decisions on

matters relating to the well. They shall execute a Well Usage Agreement that shall remain in effect until such time as it is rescinded, modified, or replaced in accordance with the terms of said agreement. The owners of properties served by Well 18 shall meet the first Wednesday in April to designate a well manager from among themselves and to discuss and make decisions on matters relating to the well. They shall execute a Well Usage Agreement that shall remain in effect until such time as it is rescinded, modified, or replaced in accordance with the terms of said agreement. The owners of properties served by Well 27 shall meet the first Wednesday in April to designate a well manager from among themselves and to discuss and make decisions on matters relating to the well. They shall execute a Well Usage Agreement that shall remain in effect until such time as it is rescinded, modified, or replaced in accordance with the terms of said agreement.

The following covenants shall be added in their entirety to all association agreements:

23. Rolling Hills Estates, L.L.C. will be responsible for establishment of utility lines from Alliant Energy. The developers will pay for establishment of utility lines for a period of ten (10) years from April 6, 2004. If at the end of ten (10) years a lot has not been developed by its property owner, then the developer shall be reimbursed by the lot owner of any utility refunds received by the lot owner.
24. Each lot owner will receive a copy of the SWPP (Storm Water Prevention Plan) from developer, Rolling Hills Estates, L.L.C. Each lot owner shall be responsible for abiding by the rules set forth in the SWPP. Each lot owner shall be required to sign a statement at time of closing of their purchase of a lot in this subdivision acknowledging that they have received a copy of the SWPP for Rolling Hills Estates, L.L.C., specifically agreeing to the terms of the plan set forth in the SWPP. The SWPP is transferable if the lot owner later decides to sell the lot.

Lot owners shall be responsible for all erosion and erosion control on their respective lot. Any failure by a lot owner to comply with the applicable local, state, or federal erosion control standards which may result in a fine being imposed by any governmental body against the developer shall result in the lot owner reimbursing the developer for one hundred percent of the amount of the fine assessed against the developer within thirty (30) days of such fine assessment. In the event the lot owner does not timely reimburse the developer for any fine resulting from the failure of the lot owner to comply with the applicable erosion control standards, then the lot owner shall be responsible to pay to developer all of the costs and reasonable attorney fees incurred by the developer in recovering such a fine from the lot owner.

25. Any damage to blacktopped roads by lot owners or by contractors hired by lot owners shall be the responsibility of the lot owners who shall repair said damage within thirty days or reimburse developers if developers repair the same.

These amendments to the Declaration and Restrictive Covenants, Rolling Hills Estates, L.L.C., Anamosa, Iowa, shall become effective immediately and shall run with the land and shall be binding upon all owners thereof as long as said covenants remain in full force and effect.

Dated this 16 day of August, 2006.

John Parham
John Parham

Jill Parham
Jill Parham

Doug Ricklefs
Doug Ricklefs

Nancy Ricklefs
Nancy Ricklefs

Ryan Fuller
Ryan Fuller

Angie Fuller
Angie Fuller

Tony Deutmeyer
Tony Deutmeyer

Michele Deutmeyer
Michele Deutmeyer

John McNeeley
John McNeeley

Dawn McNeeley
Dawn McNeeley

Steve Henderson
Steve Henderson

Jacqueline C. Henderson
Jacqueline C. Henderson

Tommy D. Mohring
Tommy D. Mohring

Kay A. Kula Mohring
Kay A. Kula Mohring

STATE OF IOWA)

JONES COUNTY)

Ricklefs Construction, Inc.

By: Doug Ricklefs, President

On this 1 day of August, 2006, before me the undersigned, a Notary Public in and for said State, personally appeared John Parham and Jill Parham, to me personally known to be the identical persons named above.

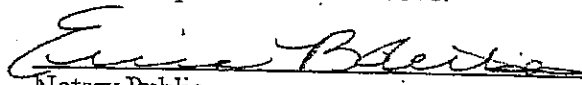
Connie Meade Joslin
Notary Public

Notarial Seal-State of IA
Connie Meade Joslin #159882
Commission Exp: 03.23.07

STATE OF IOWA)

JONES COUNTY)

On this 4 day of August, 2006, before me the undersigned, a Notary Public in and for said State, personally appeared Doug Ricklefs and Nancy Ricklefs, to me personally known to be the identical persons named above.

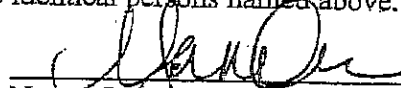

Notary Public

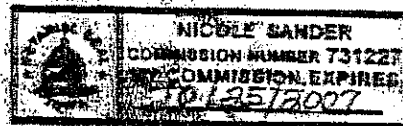


STATE OF IOWA)

JONES COUNTY)

On this 16 day of August, 2006, before me the undersigned a Notary Public in and for said State, personally appeared Ryan Fuller and Angie Fuller, to me personally known to be the identical persons named above.

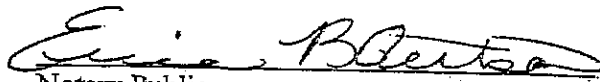

Notary Public

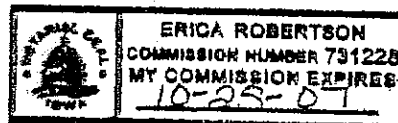


STATE OF IOWA)

JONES COUNTY)

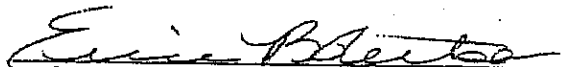
On this 31 day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tony Deutmeyer and Michele Deutmeyer, to me personally known to be the identical persons named above.

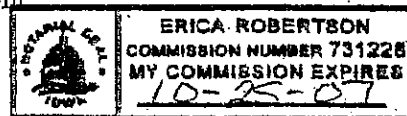

Notary Public



STATE OF IOWA)
)§
JONES COUNTY)

On this 4 day of August, 2006, before me, the undersigned, a
Notary Public in and for the State of Iowa, personally appeared John McNeeley and
Dawn McNeeley, to me personally known to be the identical persons named above.


Notary Public

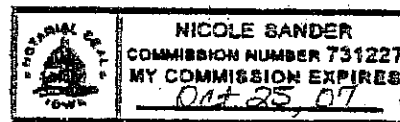


STATE OF IOWA)
)§
JONES COUNTY)

On this 4th day of August, 2006, before me, the undersigned, a
Notary Public in and for the State of Iowa, personally appeared Steve Henderson and
Jacqueline C. Henderson, to me personally known to be the identical persons named
above.


Notary Public

STATE OF IOWA)
)§
JONES COUNTY)



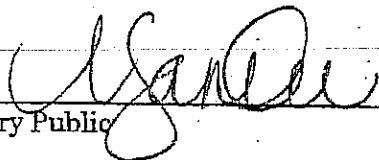
On this 31 day of July, 2006, before me, the undersigned, a
Notary Public in and for the State of Iowa, personally appeared Tommy D. Mohring
and Kay A. Kula Mohring, to me personally known to be the identical persons named
above.


Notary Public



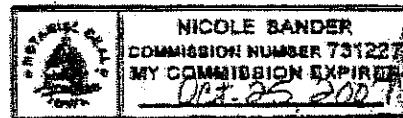
STATE OF IOWA)
) §
JONES COUNTY)

On this 16 day of August, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Parham and Douglas Ricklefs, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively, of said Corporation, executing the within and foregoing instrument; that said instrument was signed on behalf of said Corporation by authority of its Board of Directors; that the said John Parham and Douglas Ricklefs acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by them voluntarily executed.

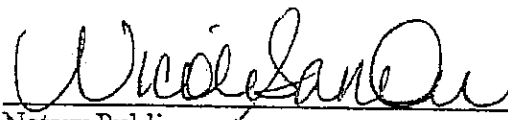


Notary Public

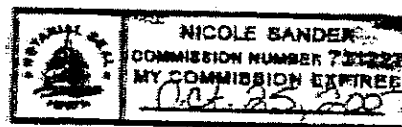
STATE OF IOWA)
) §
JONES COUNTY)



On this 16 day of August, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Douglas Ricklefs and Nancy Ricklefs, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively, of said Corporation, executing the within and foregoing instrument; that said instrument was signed on behalf of said Corporation by authority of its Board of Directors; that the said Douglas Ricklefs and Nancy Ricklefs acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by them voluntarily executed.



Notary Public



WILLIAM F. & BETTY L. RUHL

VICTORIA
RUHL

LEGAL DESCRIPTION

A part of the SW 1/4 of Section 23, Township 84 North, Range 4 West of the 5th Principal Meridian described as follows:

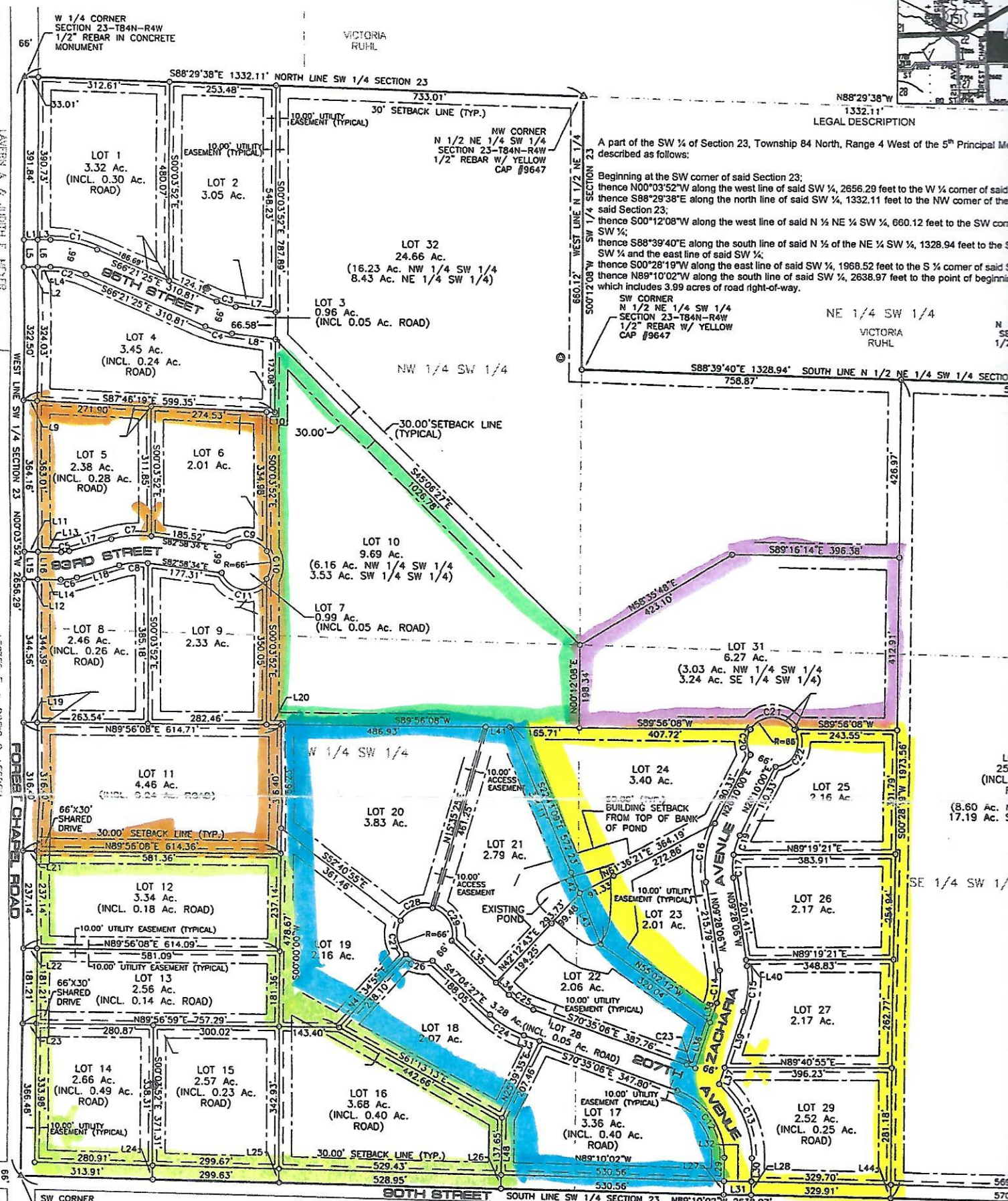
Beginning at the SW corner of said Section 23;
 thence N00°03'52"W along the west line of said SW 1/4, 2656.29 feet to the W 1/4 corner of said SW 1/4;
 thence S88°29'38"E along the north line of said SW 1/4, 1332.11 feet to the NW corner of the said Section 23;
 thence S00°12'08"W along the west line of said N 1/2 NE 1/4 SW 1/4, 660.12 feet to the SW corner SW 1/4;
 thence S88°39'40"E along the south line of said N 1/2 of the NE 1/4 SW 1/4, 1328.94 feet to the S SW 1/4 and the east line of said SW 1/4;
 thence S00°28'19"W along the east line of said SW 1/4, 1968.52 feet to the S 1/4 corner of said SW 1/4;
 thence N89°10'02"W along the south line of said SW 1/4, 2638.97 feet to the point of beginning which includes 3.99 acres of road right-of-way.

SW CORNER
 N 1/2 NE 1/4 SW 1/4
 SECTION 23-T84N-R4W
 1/2" REBAR W/ YELLOW
 CAP #9647

NE 1/4 SW 1/4

VICTORIA
RUHL

S88°39'40"E 1328.94' SOUTH LINE N 1/2 NE 1/4 SW 1/4 SECTION 23



SW CORNER
 SECTION 23-T84N-R4W
 1/2" REBAR IN CONCRETE
 MONUMENT
 POB

ROSE ALICE BROKAW
 (cont. DOUGLAS A. & JUDY L. FAIRBANKS)

QUARTERS	PLAT LESS ROAD	RIGHT-OF-WAY
SW 1/4 SW 1/4	38.23 Ac.	1.98 Ac.
NW 1/4 SW 1/4	39.38 Ac.	1.01 Ac.
NE 1/4 SW 1/4	20.05 Ac.	0.00 Ac.
SE 1/4 SW 1/4	38.96 Ac.	1.00 Ac.

LOTS	LOT LESS ROAD	RIGHT-OF-WAY
LOT 8	1.35 Ac.	0.17 Ac.
LOT 9	1.41 Ac.	0.00 Ac.
LOT 17	1.09 Ac.	0.13 Ac.
LOT 22	0.75 Ac.	0.00 Ac.
LOT 24	0.75 Ac.	0.00 Ac.
LOT 28	0.90 Ac.	0.00 Ac.

LOTS	LOT LESS ROAD	RIGHT-OF-WAY
LOT 17	1.87 Ac.	0.77 Ac.
LOT 22	1.31 Ac.	0.00 Ac.

NUMBER	DELTA ANGLE	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
C1	24°04'02"	S 78°23'26" E	273.10	114.72	113.87
C2	24°04'02"	S 78°23'26" E	207.10	86.99	86.35
C3	18°08'31"	S 74°25'40" E	167.00	47.05	46.89
C4	18°08'31"	S 74°25'40" E	233.00	65.64	65.43
C5	16°49'38"	N 81°49'00" E	67.00	19.68	19.61
C6	16°49'38"	N 81°49'00" E	133.00	39.06	38.92
C7	23°37'15"	N 85°12'49" E	233.00	96.06	95.38
C8	23°37'15"	N 85°12'49" E	167.00	68.85	68.36
C9	98°30'26"	S 82°58'34" E	60.00	103.16	90.91
C10	67°18'58"	S 00°03'52" E	60.00	70.49	66.51

NOTE: ALL MEASUREMENTS IN FEET AND DECIMALS THEREOF.
 THERE SHALL BE NO BUILDING WITHIN 30 FEET OF THE CENTERLINE OF ANY DRAINAGEWAY.