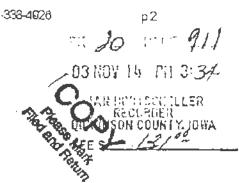


RE/MAX Lakes Realty provides these covenants/bylaws/horizontal property regime declarations as a convenience, and in no way guarantees the accuracy of these documents, and in no way represents that these documents are up to date and/or legally binding. It is the responsibility of any potential buyer, seller, investor, and/or real estate agent to contact any association contact and/or the Dickinson County recorder's office in order to satisfy themselves as to the very latest available documents.

These documents are the property of Sellboji.com, BojiHomes.com and RE/MAX Lakes Realty. The downloading of these documents for use by any other Real Estate Agency is strictly prohibited.



Prepared by: David J. Stein, Sr., Attorney at Law, Stein Law Office, LLP, 926 Okoboji Avenue, P.O. Box 537, Milford, Iowa 51351, (712) 338-2431; ISB 05281

DECLARATION OF ESTABLISHMENT

OF

A HORIZONTAL PROPERTY REGIME (CONDOMINIUM)

TO BE KNOWN AS

COUNTRY MEADOWS TOWNHOMES

The undersigned, MarVil, Inc., a corporation organized and existing under the laws of the State of Iowa, the sole owner of the real property hereinafter described, hereby submits said property to a Horizontal Property Regime pursuant to the provisions of Chapter 499B, Code of Iowa (2001). In compliance with Sections 499B.3 and 499B.4, Code of Iowa (2001), the following declarations are made:

The description of the land submitted to this Horizontal Property Regime is as follows:

Lot 6 of the Plat of Country Meadows, in the City of Milford, Dickinson County, Iowa

- This Declaration is new building construction and not a conversion of an existing structure. A building permit was issued by the City of Milford, Iowa for this new construction.
- This Declaration consists of one story building with basements. The building is 319.3 feet North/South and 54.0 feet East/West and includes a total of 8 units. For all purposes within this Declaration, the units shall have the same meaning as apartment units in the Code of Iowa. The principal materials of which these units are constructed are as follows: floors: concrete; walls: wood frame construction, vinyl siding exterior; roof; asphalt shingles. The building is one

story and has basements. For further particulars, see the plans filed herewith.

- The units included in the Declaration of Horizontal Property Regime are numbered 1 through 8. Unit # 1 is the Northerly unit of said building and is 48.00 feet East/West, plus a 6 foot Westerly garage extension and 42.00 feet North/South. Unit # 2 is located immediately to the South of Unit # 1 and is 48.00 feet East/West, plus a 6 foot Westerly garage extension and 38.00 feet North/South. Unit # 3 is immediately to the South of Unit # 2 and is 48.00 feet East/West, plus a 6 foot Westerly garage extension and 38.00 feet North/South. Unit # 4 is immediately to the South of Unit # 3 and is 48.00 feet East/West, plus a 6 foot Westerly garage extension and 41.30 feet North/South. Unit # 5 is immediately to the South of Unit # 4 and is 48.00 feet East/West, plus a 6 foot Westerly garage extension and 42.00 feet North/South. Unit # 6 is immediately to the South of Unit # 5 and is 48.00 feet East/West, plus a 6 foot Westerly garage extension and 38.00 feet North/South. Unit # 7 is immediately to the South of Unit # 6 and is 48.00 feet East/West, plus a 6 foot Westerly garage extension and 38.00 feet North/South. Unit # 8 is immediately to the South of Unit # 7 and is 48.00 feet East/West, plus a 6 foot Westerly garage extension and 42.00 feet North/South. The approximate area of the units, a common area to which each unit has immediate access are shown on the site plan and building plans which are attached hereto and which, by this reference, are incorporated herein. MarVil, Inc. is the Developer and owns the property in the Plat of Country Meadows, Milford, Dickinson County, Iowa. Therefore, MarVil, Inc. as the Developer and Design Committee for said development has specifically approved the attached building plans.
- 5. Ownership of each unit includes ownership of an undivided fractional interest of all general common elements and facilities described herein. Specifically, the fractional interests are as follows:

Unit	Опе	1/8	
Unit	Two	1/8	
Unit	Three	1/8	
Unit	Four	1/8	
Unit	Five	1/8	
Unit	Six	1/8	
Unit	Seven	1/8	
Unit	Eight	1/8	

The general common elements and facilities shall be owned by the individual unit owners as tenants in common and shall consist of the land on which the building is erected; the foundation of the building; floors, exterior walls, walls between units, and roofs of each unit and of the building (except the interior surfaces and except any partition walls totally within an individual unit); the lawn, landscaping, shrubbery and general improvement of the grounds; outside electric lighting; wires, conduit and other public utility lines; electrical wiring; plumbing except fixtures; mechanical systems; natural gas, sanitary sewer; water and other service lines; and all other devices or installations existing for common use and defined as general common elements by Section 499B.2(5), Code of Iowa (2001).

The general common elements and facilities shall not include, and the owners of each unit shall be deemed to individually own, any plumbing fixtures; any walls or partitions located totally within an individual unit; floor, wall and



ceiling coverings, including all material inside of the sheet rock on the stud walls and below the sheet rock on the ceiling joists; and light fixtures and other attachments or fixtures deemed to be permanent part of each unit for the sole use of such unit. The owner of each unit shall be solely responsible for the maintenance, repair or replacement of the plumbing fixtures, lighting fixtures, heating and air conditioning equipment, appliances and other equipment contained within or connected to each individual unit for the unit's exclusive use.

In the event wires, pipes, HVAC systems, or other services run through one unit for the service of another unit, an easement for maintenance, repair or replacement together with the right of ingress and egress thereto shall exist. In the event it is necessary to access utilities or services in or through a unit other than the unit being served by such utilities or services, the interior surfaces as well as the general common elements and facilities shall be restored to their original condition at the expense of the unit owner for whom such service work was performed.

- on each unit, as well as, the lawn area immediately in front and behind each unit shall be deemed limited common elements and facilities for the exclusive use of the respective units. The snow removal including from said driveways shall be a common expense, however, other repairs, maintenance, and replacement of said driveways shall be at the expense of the titleholder(s)/owner(s) of each unit and if not properly done by each unit owners(s)/titleholder(s), then the Owners' Association may do so and assess the costs thereof to the benefited unit owner(s)/titleholder(s). Lawn mowing and care of the lawn area immediately in front and behind each unit shall be the responsibility of each unit owner(s)/titleholder(s) and if not properly done by each unit owners(s)/titleholder(s), then the Owners' Association may do so and assess the costs thereof to the benefited unit owner(s)/titleholder(s).
- 7. The fractional interest which each unit bears to the entire Horizontal Property Regime is set out in Paragraph four. Voting rights regarding administration of the Horizontal Property Regime shall be shared in accordance with these fractional interests.
- 8. In the event of damage or destruction of all or a part of the property, a majority vote shall determine whether to rebuild, repair, restore or sell the property.

The Country Meadows Owners' Association shall by a majority vote determine an appropriate amount of casualty and liability insurance coverage for the building, grounds, general common elements and facilities. Any policy purchased by the Owners' Association shall provide casualty coverage for the entire structures including utility lines, plumbing lines, all mechanical systems within the walls and permanent appliances. Roof and wall coverage shall include the sheet rock or other underlayment but shall not extend beyond the sheet rock or underlayment. Coverage shall be replacement value for like kind construction of existing structure. The cost of such casualty and liability coverage for the general common elements and facilities shall be a common expense. Each unit shall be individually responsible for such casualty and liability insurance as they deem appropriate for the owner's individual unit. The personal property of the unit owners, including the inner decorated and/or finished surfaces of the walls, floors and ceilings and any appliances such as water heaters, air conditioners, bathroom



fixtures and the like will not be covered by the Owners' Association policy.

- The administration of the Horizontal Property Regime shall be governed by the Executive Board and by the Country Mendows Owners' Association in accordance with the By-Laws, a true copy of which is attached hereto in compliance with Section 499B.14, Code of Iowa (2001). administration includes the authority to make annual and special assessments for the care and maintenance of the Horizontal Property Regime and the failure by any unit owner to pay a properly levied annual or special assessment shall result in and constitute a lien on the respective unit to the extent of such unpaid assessment. A lien for unpaid assessments may be perfected by an officer of the Association filing a written notice thereof with the Dickinson County Recorder. A lien for unpaid assessments may be foreclosed by suit by the Association or its representatives in like manner as a real property mortgage, provided that thirty (30) days written notice of the intent to foreclose shall be mailed, postage prepaid, to the owner at the address shown by the records of the Association, which shall be the address of the unit unless the owner notifies the Association of a different preferred address. In the event a lien is foreclosed by the Association or its representatives, the Owners' Association shall be entitled to an award of reasonable attorney fees. Nothing contained in this Paragraph shall prohibit the Owners' Association from proceeding with an action for recovery of a money judgment for the amount of any unpaid assessments, which action shall be maintainable without foreclosing or waiving the lien for unpaid assessments.
- B. No owner may be exempted from liability for annual or special assessments by waiver of the use or enjoyment of the general common elements and facilities or by abandonment of the unit.
- C. No owner shall make any alteration or improvement to any of the general common elements and facilities or remove any portion thereof without the prior consent of the Owners' Association.
- D. Each owner shall be liable to the Owners' Association and the other owners for the expense of any maintenance, repairs or replacement rendered necessary by the negligence of an owner, the owner's family, guests, employees, agents or lessees, which liability shall include any increase in insurance rates resulting therefrom.
- E. The property shall be used for residential purposes only, and unless agreed upon by all owners, no leasing or renting to a non-owner shall be permitted. Any approved lease shall be in writing with a copy thereof provided to the Owners' Association prior to the date of possession. No lease shall relieve the owner of the unit from liabilities and responsibilities to the Owners' Association and other owners as set forth in this Declaration or imposed under the laws of the State of Iowa.
- F. No unit may be sold without also conveying the owner's individual interest in the general common elements and facilities. Likewise, no conveyance of the interest in the general common elements and facilities shall be made without a conveyance to the same party of the corresponding unit.
- G. No owner shall convey, mortgage or lease any unit unless all common charges assessed against the unit have been paid.
- H. Notwithstanding any other provision in this Declaration or in the By-Laws, the Developer is irrevocably empowered to transact on the property



any hosiness relating to construction, sale, lease or rental of units, including the right to maintain signs, employees, equipment and materials on the premises. These rights shall continue until all units have been sold.

- I. Every director and officer of the Owners' Association shall be indemnified by the Association for all expenses and liabilities, including legal fees reasonable incurred by or imposed upon them, in connection with any proceeding to which they may be a party by reason of their being or having been a director or officer of the Owners' Association, except in such cases where the director or officer is adjudicated guilty of willful misfeasance or malfeasance in the performance of their duties. The foregoing rights of indemnification shall be in addition to and not limit any rights the officers or directors may have under lowalaw.
- Laws shall mean the record titleholder of the unit and shall include a contract purchaser in possession. In the event of multiple, corporate, partnership, limited liability company or fiduciary ownership of a unit, said owner or owners shall designate a person, in writing, filed with the Secretary of the Association, said person to act as owner in connection with the voting rights and administration referred to in this Declaration and By-Laws. Notices to be given by the Association are properly given to the owner or owners of the respective units if given to the designated person. The owner of a unit in the County Meadows Condominiums shall be a member of the Association and shall remain a member of said Association until such time as ownership of the unit ceases.
- K. The invalidation of any provision of this Declaration shall not affect the enforceability of the remaining provisions.
- 10. The following restrictions and limitations shall apply to all units in the Country Meadows Townhomes:
- A. No activity shall be allowed which unduly interferes with the peaceful possession and proper use of the property by its owners, nor shall any fire hazard or unsightly accumulation of refuse or other material be allowed. No fences, wires, lines, sheds, outbuildings or other structures of any kind may be creeted by any owner in any common area or facility without the prior approval of the Owners' Association.
- B. No recreational vehicles, motorcycles, snowmobiles, all terrain vehicles, travel trailers, campers, boats, boat trailers, flatbed trailers, inoperable vehicles, or any other property shall be parked in driveways or common elements and facilities of the Country Meadows Townhomes other than on a strictly temporary basis not to exceed 48 hours. For purposes of computing the 48 hours, the relocation for the items at issue within the Country Meadows Townhomes or the temporary removal and return of said item shall not restart the 48 hour time limit unless said item is removed entirely for not less than ten (10) days. No property shall be stored or kept outside said unit.
- C. Flammable materials, pesticides, or hazardous materials shall not be kept or stored in any of the units.
- D. No unit shall be used to store discarded items, junk or other unsightly materials.
 - E. Trash containers shall be kept within the units at all times.

JUG.

- F. There shall be no businesses operated from the condominium property.
- G. No signs shall be placed on the premises, including, but not limited to, signs placed on the exterior of any unit. This subparagraph shall not prohibit unit numbering signs or real estate for sale signs. However, for sale signs shall be limited to no more than two signs per unit with said signs to be no larger than a maximum of four (4) square feet each. Any for sale signs placed on the premises shall be removed as soon as practical after the unit advertises is sold.
- H. There shall be no live animals kept on the premises except for one family pet dog or one pet cat which do not violate any applicable ordinances of the Code of Ordinances of the City of Milford, Iowa.
- I. There shall be no communication satellite dishes allowed unless approved by the Board. The location shall be approved by the Board.
- J. The Owners' Association by a majority vote at a duly called meeting shall have the authority to amend or rescind any part or all of the foregoing restrictions and limitations. Additionally, the Owners' Association by majority vote at a duly called meeting shall have authority to adopt and enforce other reasonable restrictions, rules and regulations relating to the use and enjoyment of the premises.
- Laws, the Developer shall retain the right to name all officers of the Association who need not be owners of units until all eight units are sold. The Developer shall be required to pay assessments for all units held by it. The Developer reserves the right and owner retains the right to change the interior design and arrangement of a unit as long as such alteration does not increase the number of units or alter the boundaries of the common elements and facilities.
- 12. Except as set forth in Paragraph 10 above, this Declaration may be amended in either of the following mainers:
- A. By written amendment signed by all owners, acknowledged and filed with the Dickinson County Recorder; or
- B. By approval of an amendment shall be by not less than three-fourths (3/4) of the eligible votes present at a meeting for the purpose of discussing such amendment. Notice of such meeting shall designate the time and place for the meeting together with a general description of the proposed amendment with the notice to be given not less than ten (10) days nor more than thirty (30) days from the date of the meeting. At such meeting the written proxy of an owner duly signed either setting forth the owner's vote on the proposed amendment or authorizing another owner to vote on behalf of such absent owner shall be allowed and recognized by the presiding officer as a valid vote on the amendment.
- C. No amendment shall be valid without Developer's written consent as long as Developer owns any unit in the Country Meadows Townhomes. No amendment to Paragraph 11 shall be valid without the unanimous agreement of all owners.

In witness whereof, the undersigned, has executed this Declaration this 23rd day of September, 2003.

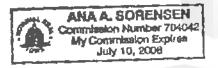
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MarVil, Inc.

M. Buhlman Bertha M. Wahlman, Secretary & Treasurer

STATE OF IOWA, COUNTY OF DICKINSON, ss.

On this 35th day of Sphaller 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared VIRGIL L. WAHLMAN and BERTHA M. WAHLMAN to me personally known, who, being by me duly sworn, did say that he/she/they is/are the PRESIDENT and SECRETARY & TREASURER of said corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he/she/they acknowledged the execution of said instrument to be the voluntary act and deed of the corporation by it and by him/her/them voluntarily executed.



Notary Public in and for said State

WisoldinalDJS-SRIREALESTATE/Waltiman-Marvil, Inc.-Country Meadows Plat 6459:Deck of Horiz Property Regime-Condos.ntf

Prepared by: David J. Stein, Sr., Attorney at Law, Stein Law Office, LLP, 926 Okoboji Avenue, P.O. Box 537, Milford, Iowa 51351, (712) 338-2431; ISB 05281

BY-LAWS

OF

COUNTRY MEADOWS TOWNHOMES

A HORIZONTAL PROPERTY REGIME (CONDOMINIUM)

The administration of the property submitted to the attached Declaration of Establishment of a Horizontal Property Regime (Condominium) to be known as COUNTRY MEADOWS OWNERS' ASSOCIATION, shall be governed by the following By-Laws which are annexed to the Declaration and made a part thereof.

- 1. The administration of the Horizontal Property Regime shall be in the charge of an Executive Board of Administration consisting of the President, Vice-President, and Secretary-Treasurer of the council of co-owners also known as the Country Meadows Owners' Association. The officers comprising the Executive Board shall be elected and may be removed as set forth in these By-Laws and they may receive such compensation as may be fixed from time to time by the Owners' Association as set forth in these By-Laws.
- 2. The counsel of co-owners to be known as the Country Meadows Owners' Association shall be governed as follows:
- A. Meetings of the Association shall be held at the unit site or such other suitable place convenient to other owners as may be designated by the president. The president shall preside over the meeting and the secretary-treasurer shall keep the minute book wherein all resolutions and other business conducted shall be recorded. In the absence of the president, the meeting may be conducted by the vice-president. In the absence of both the president and vice-president, the meeting may be conducted by the secretary-treasurer. In the absence of the secretary-treasurer, the presiding officer shall appoint a secretary-treasurer protem. Not less than thirty (30) days written notice shall be given of the Owners' Association's annual meeting.

3. They ident, we president, it secretary-treasurer comprising the Executive Board shall be a liby a mainty be each year at the annual meeting and shall be used to a successor, are discussed. There shall be no term limitation of softi

The Lowers — lies of the Executive Board shall include all the powers and duties existing under Chapter 499B, Code of Iowa (2001) and amendments thereto, the Declaration and these By-Laws. The powers and duties shall include the following:

- A. To recommend budgets and collect assessments against members to pay the costs and expenses of the Horizontal Property Regime.
- B. To use the proceeds of assessments in the exercise of the powers and duties.
- C. To maintain, repair, furnish, replace, and operate the property of the Horizontal Property Regime.
- D. To purchase insurance upon the property and insurance for the operation of the Association and its members, including but not limited to, casualty and liability insurance. Casualty insurance shall be purchased at replacement costs value of the building and other improvements. Any policy purchased by the Association shall provide coverage as provided in the Declaration.
- E. To reconstruct improvements after casualty and to further improve the property.
- F. To make and amend reasonable regulations, standards, and rules of conduct regarding the use and occupancy of the property.
- G. To enforce by legal means, if necessary, the provisions of law, the Declaration, these By-Laws, and all regulations, standards, and rules of conduct properly adopted.
- H. To contract for the management of the property and to delegate to a manager such powers and duties of the Board as it may deem appropriate and to terminate such management. The Board shall also have the power to employ attorneys, accountants, and such other professional personas as may be necessary to assist in management.
- I. To designate and remove personnel necessary for the maintenance, repair, replacement, and operation of the common areas and facilities.
- J. All actions of the Executive Board shall be with the consent and approval of two of the Executive Board members and all actions of the Executive Board shall be subject to review and modification or cancellation by a majority vote of any duly called annual or special meeting of the Owners' Association.
- K. All officers shall be owners or agents of corporate, partnership, limited liability company, or fiduciary owners. No more than one officer shall be from the same unit.

on behalf of the Board or Association.

- ii. The vice-president shall, in absence of the president, perform all duties of the president. The vice-president shall also perform such other duties and provide assistance to the president as may be imposed by the Association, Board, or president.
- resolutions and other business of the Association and Board shall be recorded. The secretary-treasurer shall be responsible for giving notice to members of the Owners' Association or Board of all meetings or other matters as may be required by law, the Declaration, By-Laws, or direction of the Owners' Association or Board. The secretary-treasurer shall keep the books of account of the Owners' Association and Board and shall keep the checkbook of the Association and any other books of deposit. The secretary-treasurer shall keep full and accurate accounts of all receipts and disbursements of the Association, and in general, shall keep the books of the Association in accordance with good accounting practices and perform all other duties incident to the office of the treasurer. The Executive Board may hire a bookkeeper or accountant to assist in performing the duties of the office of the treasurer.
- 4. The Executive Board shall oversee the fiscal management of the property.
- A. The Executive Board, at their annual meeting, shall adopt a budget for each management year, which shall run from July 1st through June 30th of each year. The annual budget shall include the following accounts:
 - shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable amount for contingencies and working funds. This account shall be general account used for day to day management of the property. Any balance remaining in this account at the end of each year may be applied to reduce the assessment for this account for the succeeding year.
 - ii. Reserve Maintenance Account. The reserve maintenance account shall include funds for maintenance items which occur less frequently than annually and funds for replacement or repair of items required because of damage, depreciation, or obsolescence.
 - iii. Funds from the current expenses account shall not be used to cover any short fall in the reserve maintenance account. The reserve maintenance account shall be funded through special assessments as provided in these By-Laws.
- B. Fach unit shall pay its fractional share of the annual assessment, which fractional interest is set out in the Declaration. The annual assessment shall be determined by the Executive Board preparing a budget for the current expenses account, which budget shall be prepared and a copy mailed to each owners at least ten (10) days before the annual meeting of the Owners' Association. At the annual meeting of the Owners' Association, the secretary-treasurer shall present the proposed budget for the current expenses account during the officers' report portion of the meeting for consideration and approval of the

Virgil L. Wahlman, President

Bertha M. Wahlman, Secretary &

Treasurer

STATE OF IOWA, COUNTY OF DICKINSON, ss.

On this John day of State, personally appeared VIRGIL L. WAHLMAN and BERTHA M. WAHLMAN to me personally known, who, being by me duly sworn, did say that he/she/they is/are the PRESIDENT and SECRETARY & TREASURER of said corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he/she/they acknowledged the execution of said instrument to be the voluntary act and deed of the corporation by it and by him/her/them voluntarily executed.



Notary Public in and for said State

E: djs-sr realestate d&w-storage unit, mill creek condos U File 6637 By Laws-mill creek condos II

ASSESSOR'S CERTIFICATE OF FILING

The undersigned hereby confirms and acknowledges that on the \(\frac{\frac{1}{2}}{2} \) day of \(\frac{1}{2} \) and \(\frac{1}{2} \) and \(\frac{1}{2} \) confirms and acknowledges that on the \(\frac{1}{2} \) day of \(\frac{1}{2} \) confirms and acknowledges that on the \(\frac{1}{2} \) day of \(\frac{1}{2} \) confirms and acknowledges that on the \(\frac{1}{2} \) day of \(\frac{1}{2} \) confirms and acknowledges that on the \(\frac{1}{2} \) day of \(\frac{1}{2} \) confirms and acknowledges that on the \(\frac{1}{2} \) day of \
Meadows, in the City of Milford, Dickinson County, Iowa were filed in the Office of the
Dickinson County Assessor.
Vatricis Dodle
Patricia Dodds, Dickinson County Assessor
TREASURER'S CERTIFICATE
I, Linda Voss, Dickinson County Treasurer, hereby certify that there are no unpaid taxes, special assessments, or tax liens of record in my office against the property described in the Plat of Country Meadows, Dickinson County, Iowa. Therefore, said property is free from certified taxes and certified special assessments. The same is now being laid out in sixteen (16) lots numbered 1 through 16 and known as the Plat of Country Meadows, in the City of Milford, Dickinson County, Iowa.
Dated and signed at Spirit Lake, Iowa this 8 day of 0 ct.
Linda Voss, Dickinson County Treasurer
AUDITOR'S CERTIFICATE OF FILING
The undersigned hereby confirms and acknowledges that on the aday of Country Auditor. The undersigned hereby confirms and acknowledges that on the aday of day of Mancy Reiman, Dickinson Country Auditor. The undersigned hereby confirms and acknowledges that on the aday of day of Country Auditor. The undersigned hereby confirms and acknowledges that on the aday of day of Country Auditor.
AUDITOR'S APPROVAL
I, Nancy Reiman, duly elected and acting Dickinson County Auditor, hereby approve the designation of "PLAT OF COUNTRY MEADOWS" as an acceptable subdivision plat title of property in the City of Milford, Dickinson County, Iowa.
Date Nancy Reiman, Dickinson County Auditor

CERTIFICATE

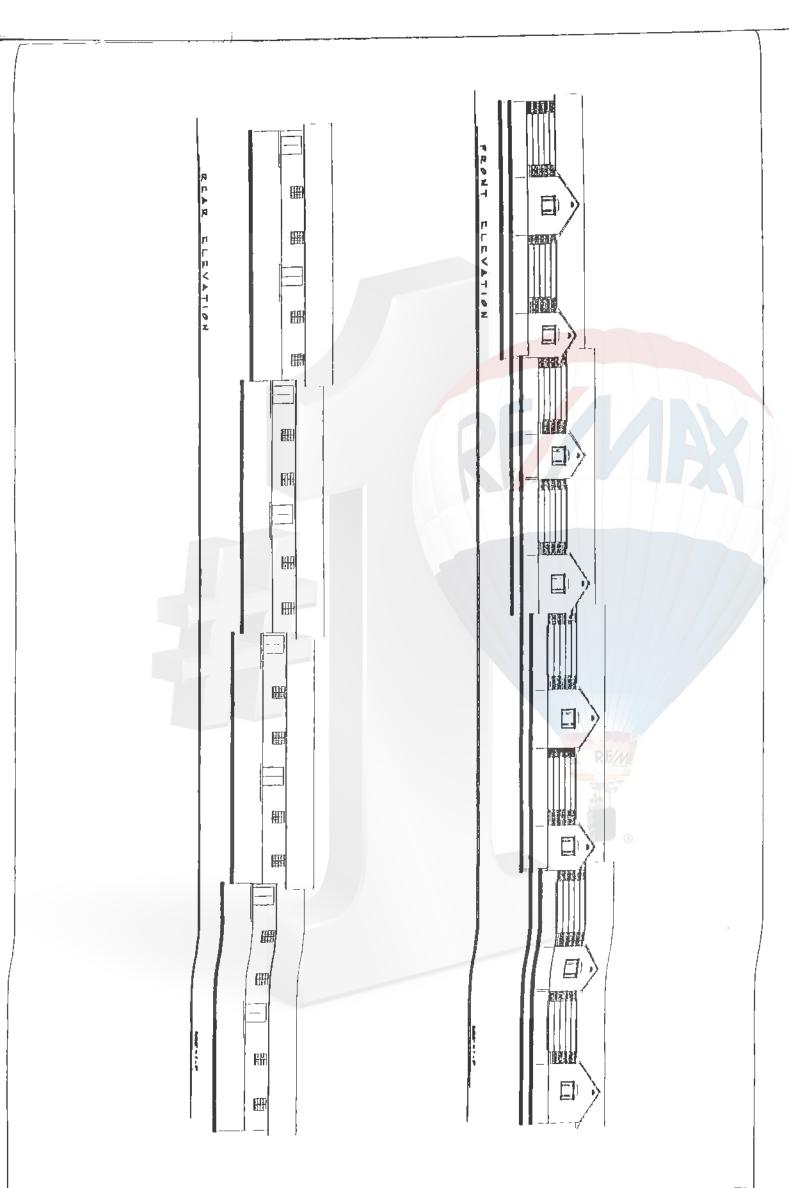
I hereby certify that the attached pages of drawings are a full and exact depiction of the plans of the building constructed by MarVil, Inc. on the following described real estate property: Lot 6 of the Plat of Country Meadows, in the City of Milford, Dickinson County, Iowa and known as COUNTRY MEADOWS TOWNHOMES, IN THE CITY OF MILFORD, DICKINSON (Sheets A-1 through 17-7) COUNTY, IOW I am a duly licensed engineer under the laws of the State of lowa. Dated this 12th day of MUVeraber, 2003. Tichuid a. Hoping Richard A. Hopper, P.E. Jacobson-Westergard & Associates, Inc. License No: _____ @106 The Expiration Date of My License is 12/31/03 Lowa COUNTY OF Emmet ss: STATE OF On this of day of Novermore , 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared <u>k</u> chard A Herrier to me

knows to be the identical person named in and who executed the foregoing instrument, and

acknowledged that harshe executed the same as his/her voluntary act and deed.

Notary Public in and for said State





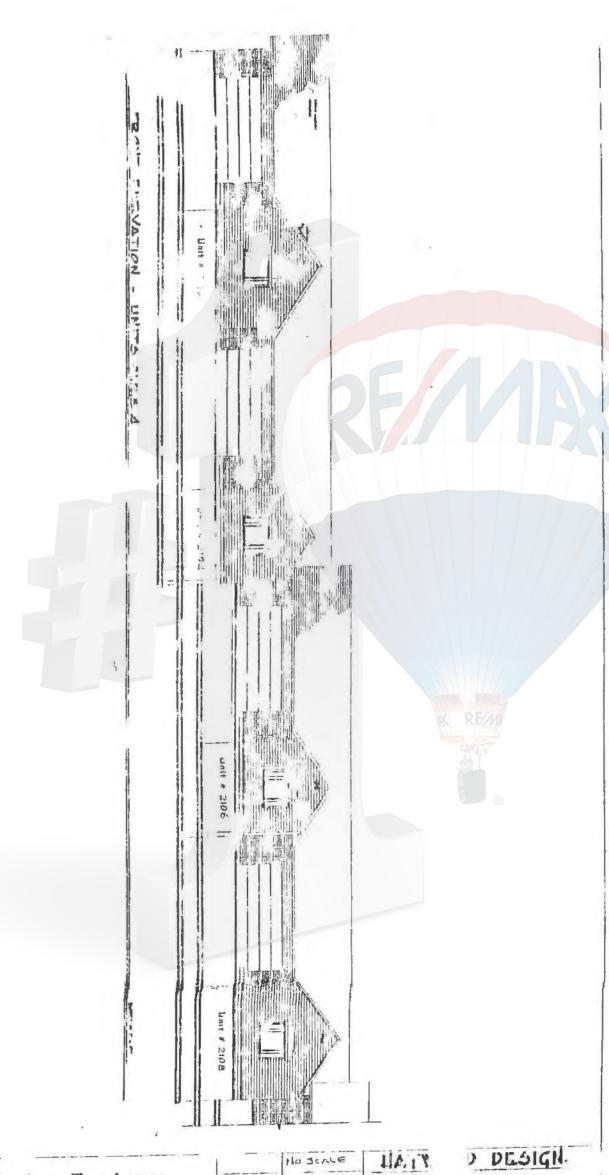
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Country Masdows Townhomes 10/22/05

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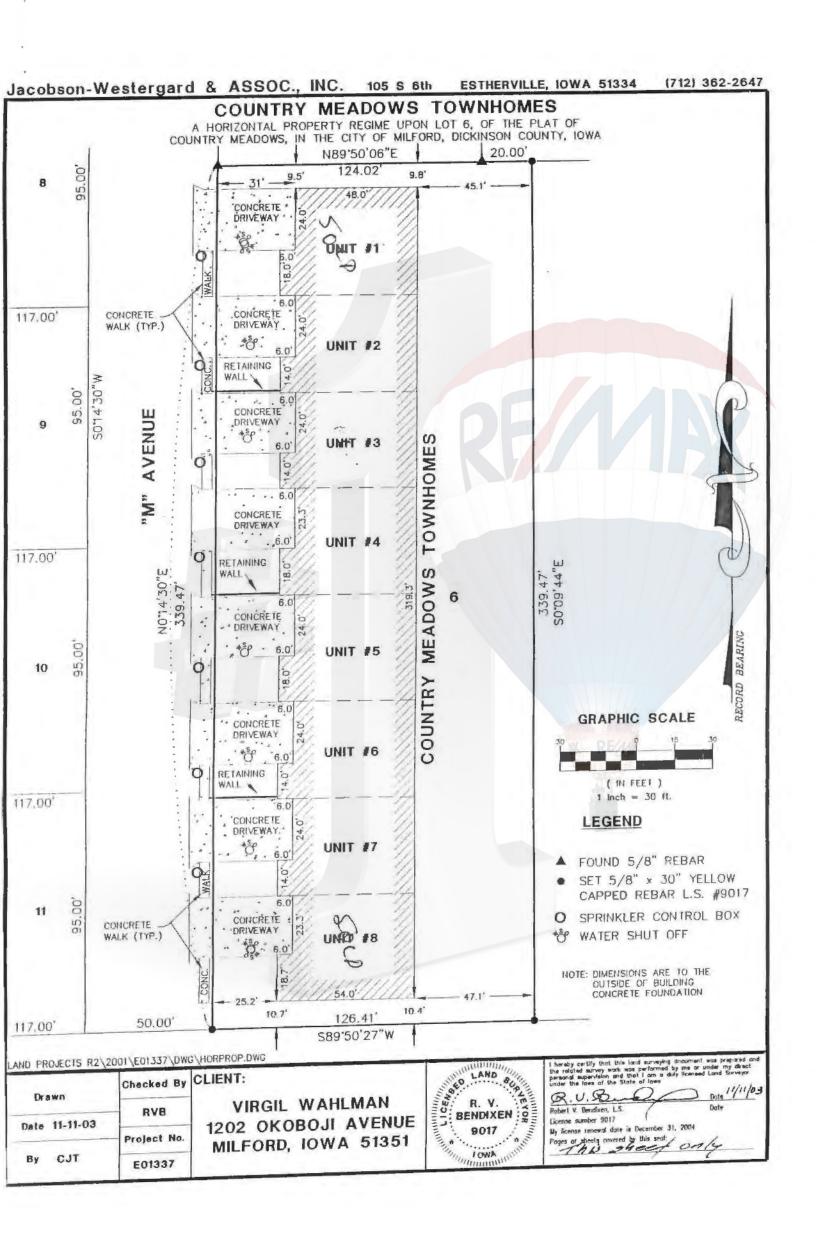


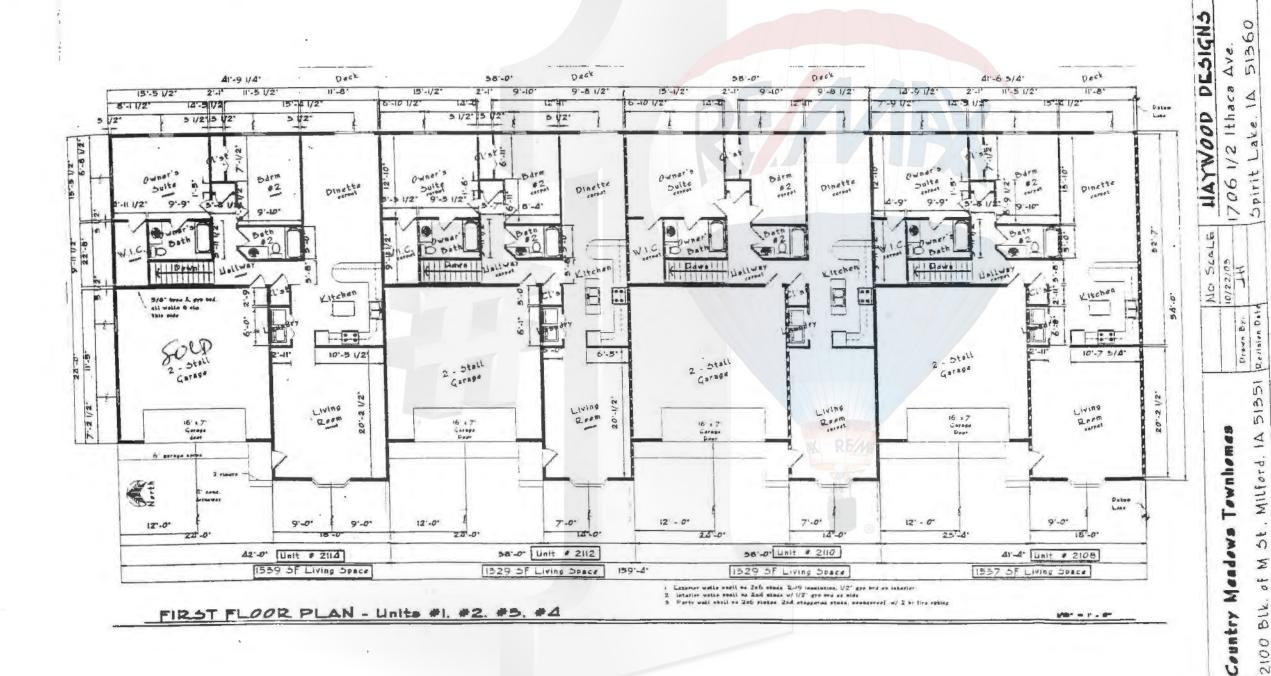
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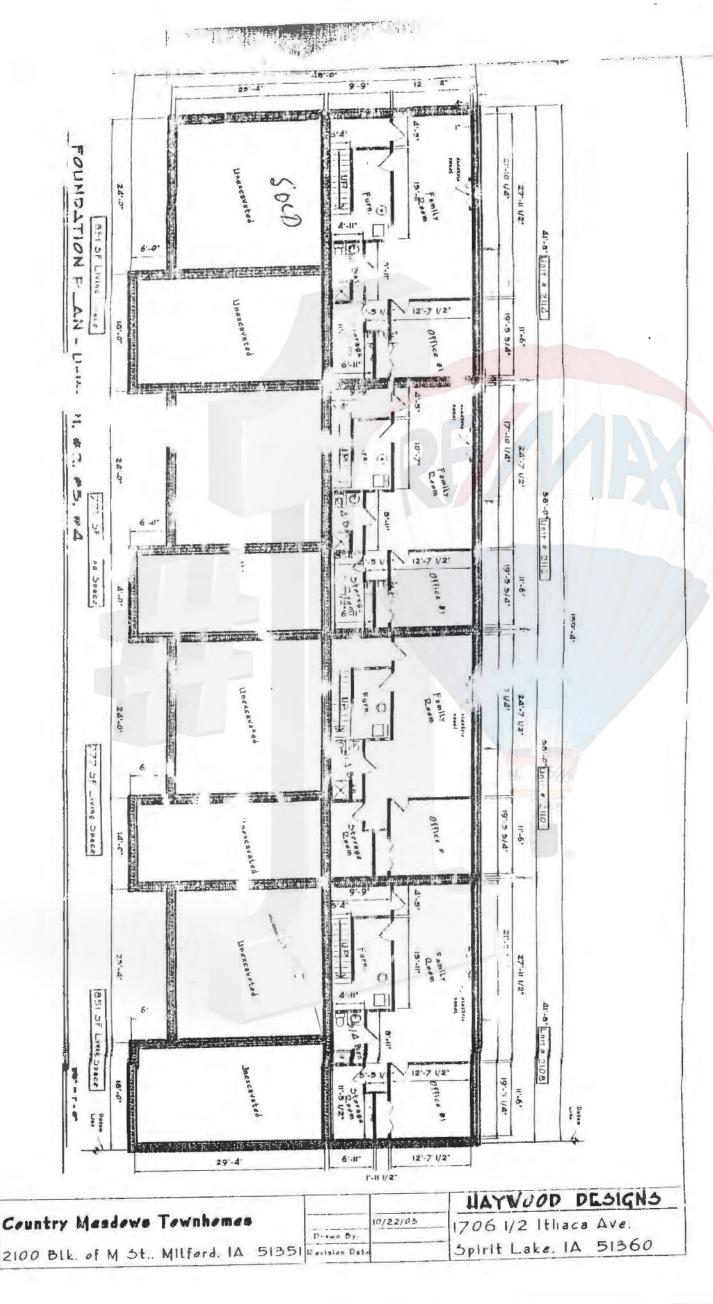
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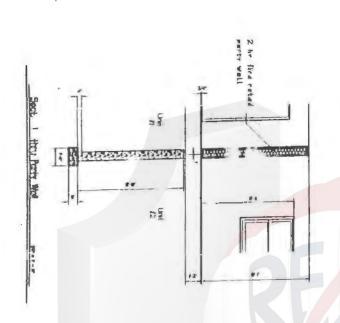
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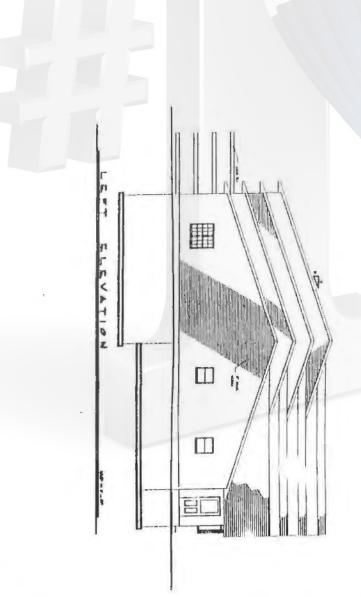


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P.