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**RECORDER JOHN SCIORTINO
POTTAWATTAMIE COUNTY, IA**

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Preparer Information: (name, address and phone number)

Kyle A. Marcum, P.O. Box 646, Council Bluffs, IA 51502, Phone: (712) 322-0448

Return Document To: (name and complete address)

Kyle A. Marcum, P.O. Box 646, Council Bluffs, IA 51502, Phone: (712) 322-0448

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

COTTAGE ROW REPLAT AND COTTAGE ROW REPLAT II,

SUBDIVISIONS IN

THE CITY OF COUNCIL BLUFFS, IOWA

The undersigned, being all of the owners in fee simple of certain real property located in Council Bluffs, Pottawattamie County, Iowa, and known by official plat designation as Cottage Row Replat, a subdivision in the City of Council Bluffs, Iowa, pursuant to a plat recorded on December 18, 1984, in Book 85, Page 11914 of the Records of the Pottawattamie County Recorder and Cottage Row Replat II, a subdivision in the City of Council Bluffs, Iowa, pursuant to a plat recorded on March 12, 1996, in Book 96, Page 25634 of the Records of Pottawattamie County, Iowa.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivisions and for the purpose of updating and restating all prior covenants, conditions and restrictions, the undersigned hereby declare that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigned, and shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

Section 1. "Association" shall mean and refer to Cottage Row Replat Home Owners Association, a nonprofit Iowa corporation, its successors and assigns.

Section 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Association does not currently own any common area and does not intend to own any common area.

Section 3. "Lot" shall mean any plot of land shown on the recorded subdivision plat referred to above.

Section 4. "Maintenance" shall mean the exercise of reasonable care to keep improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weedfree environment for optimum plant growth.

Section 5. "Member" shall mean every person or entity who holds membership in the Association.

Section 6. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 7. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 8. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 9. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 10. "Duplex townhome" shall mean a duplex divided by a lot line coinciding with the common wall separating the two dwelling units thereof.

Section 11. "Triplex townhome" shall mean a triplex divided by two lot lines, with each lot line coinciding with a common wall separating two of the dwelling units thereof.

ARTICLE TWO

MEMBERSHIP IN ASSOCIATION – VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. The Association shall have one class of voting members. Each owner shall be entitled to one vote for each lot owned, except as provided herein. When more than one person holds an interest in a given lot, all such persons shall be members, and the vote for such lot shall be exercised as they may determine among themselves. When an owner owns two or more lots, he or she shall be entitled to one vote per lot, but no more than two votes regardless of the number of lots owned.

ARTICLE THREE

ASSESSMENTS

Section 1. LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The undersigned hereby covenants for each lot within the subdivision and each owner of a lot is hereby deemed to covenant by acceptance of his or her deed for such lot, whether or not it shall be so expressed in his or her deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. PURPOSE OF ANNUAL ASSESSMENTS. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the maintenance and upkeep of the yards, sidewalks, driveways, and the exterior appearance of all structures on the lots in the subdivision. Annual assessments shall include, and the Association shall require and pay for out of the funds derived from annual assessments, the following:

(a) Liability insurance insuring the board of directors and officers of the Association.

(b) Workmen's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the Association.

(c) Maintenance and upkeep of the yards, sidewalks, driveways, and the exterior appearance of all structures on the lots in the subdivision, which shall include the following responsibilities:

(1) The maintenance of landscaping for each lot, including normal lawn care such as watering and cutting grass, and weed, insect and disease control. Maintenance of landscaping does not include the care of flowers allowed to be planted by any owner or the maintenance of trees, shrubs and hedge and the owner will be responsible for all such maintenance. Incidental thereto, the Association shall install, own, maintain and repair a sprinkler system throughout the yards of all lots in the subdivision for the purpose of watering lawns; the Association shall pay for the water utility service associated with such use.

(2) The removal of the natural accumulation of snow from all sidewalks (both private and public), including all stoops and porches, and from all driveways, including the private portion of the cul-de-sac, all within a reasonable amount of time. The removal of the natural accumulation of snow does not include the removal of ice and the owner will be responsible for all removal of ice and similar maintenance.

(3) The maintenance and repair of the boundary fence along the rear lot lines of all lots in the subdivision.

(4) The spraying of chemicals on the yard of each lot and around the exterior perimeters of all residences in the subdivision to control the proliferation of insects, bugs, rodents and other pests. The spraying of chemicals does not include spraying for mosquitoes and the owner will be responsible for all such spraying and maintenance.

(d) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration of the By Laws, or which shall be necessary or proper in the opinion of the board of directors of the Association for the maintenance and upkeep of the yards, sidewalks, driveways, and the exterior appearance of all structures on the lots in the subdivision, for the benefit of lot owners, or for the enforcement of these restrictions.

(e) In the event the need for any maintenance or repair mentioned in this section is attributable to the willful or negligent act of the owner of a lot, or of his or her family, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessments to which such lot is subject.

Section 3. MAXIMUM ANNUAL ASSESSMENT. The members of the Association may vote to set a maximum amount for the annual assessment for any given year. The board of directors of the Association may fix the annual assessment at an amount not in excess of the maximum set by the members for any given year.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement, including fixtures and personal property related thereto, on any lot if such improvement is for the collective benefit of the members and not just for the particular advantage of the owner of the lot. Any such assessment must be approved by a majority of the members.

Section 5. NOTICE AND QUORUM FOR ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than five (5) nor more than twenty (20) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of members, members who were not present in person or by proxy may give their assent in writing within ten (10) days after the date of such meeting.

Section 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. COLLECTION OF ANNUAL ASSESSMENTS. The board of directors shall fix the amount of the annual assessment against each lot at least ten (10) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific lot has been paid.

Section 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of ten per cent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No

owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of his or her lot.

Section 9. SUBORDINATION OF ASSESSMENT LIEN TO MORTGAGES. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE FOUR

PROPERTY RIGHTS

Section 1. EASEMENTS OF ENCROACHMENT. There shall exist reciprocal appurtenant easements as between adjacent lots for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this Declaration. Such easement shall exist to a distance of not more than one (1) foot as measured from any point on the common boundary between adjacent lots along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an owner.

Section 2. OTHER EASEMENTS AND PARTY WALLS.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. In addition to the right of use thereof by the utilities, any cable television franchisee of the City of Council Bluffs is also granted the right to install and maintain its lines and equipment in such easements. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations and cable television companies, their employees and contractors, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

(c) There shall exist appurtenant easements of access to the private portion of the cul-de-sac across Lots 7A, 7B, 8A, 8B, 9A, and 9B, as shown on the recorded subdivision plat, to the City of Council Bluffs for the use of city personnel and equipment on city business, and to each owner in the subdivision and his or her family, guests, tenants, and invitees, and to the Association, its employees and contractors. Within this easement, no structure, planting, or other material shall be placed or permitted to remain which may interfere with such access.

(d) Each wall which is built as a common wall separating two dwelling units of a duplex townhome or a triplex townhome constructed in the subdivision shall constitute a party wall (or a wall in common), and the provisions of Chapter 563 of the Code of Iowa regarding walls in common shall apply thereto.

Section 3. RIGHT OF ENTRY. The Association, through its duly authorized employees and contractors, shall have the right, after reasonable notice to the owner thereof, to enter at any reasonable hour on any day to perform such maintenance or repair as may be authorized herein.

ARTICLE FIVE

USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. No structure on any lot shall exceed three (3) stories in height. Each lot shall be used as a residence for a single family and for no other purpose; however, an owner may use a portion of his or her residence for an office or studio, provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner, and provided further that in no event shall any part of a residence be used as a school or music studio.

Section 2. Except as allowed in the preceding section, no business of any kind shall be conducted on any residence.

Section 3. No noxious or offensive activity shall be carried on in or on any lot.

Section 4. No sign of any kind shall be displayed to public view on a lot without the prior written consent of the Association, except customary name and address signs, and lawn signs of not more than five (5) square feet in size advertising a property for sale or rent.

Section 5. Nothing shall be done or kept on any lot which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no owner shall permit anything to be done or kept on his or her lot which would result in the cancellation of insurance on any residence or which would be in violation of any law.

Section 6. No animals, livestock, poultry, or reptiles of any kind shall be raised, bred, or kept on any lot. However, dogs, cats, or other normal household pets may be kept on lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for commercial purposes, and provided that they are kept on leashes whenever outside an owner's property line in accordance with city code requirements, and further provided that no animal houses, kennels, or runways are placed or constructed on any lot.

Section 7. No debris, rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot except in sanitary containers located in appropriate areas concealed from public view. No excess or unused building material shall be kept, stored, or otherwise maintained on any lot in a location within public view, other than for use connected with approved or permitted construction.

Section 8. No fence, hedge, wall or other dividing instrumentality shall be constructed or maintained on any lot in the subdivision, except for the boundary fence along the rear lot lines of all lots in the subdivision.

Section 9. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence either temporarily or permanently.

Section 10. No dwelling unit or other structure of any kind shall be commenced, erected, or maintained upon any lot in the subdivision, nor shall any exterior addition thereto or any change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing (as to conformity and harmony of external design with existing structures in the subdivision, and as to location in relation to topography and finished ground elevation) by three-quarters (3/4) vote of the board of directors of the Association. The board of directors will make a decision to approve or disapprove the proposal within thirty (30) days of receiving the request.

Section 11. Repairs and maintenance items that do not change or alter the basic design and structure of any home within the subdivision shall be approved in advance by completing an "Architectural Compliance Form" describing the repair or maintenance work that is to be completed. Examples of repairs and maintenance items requiring an approved "Architectural Compliance Form" include, but are not limited to, painting, siding repairs, roof repairs, and landscaping changes. The "Architectural Compliance

Form” shall describe the work to be done and requires the approval and signature of three (3) current members of the board of directors of the Association. An owner who is also currently a member of the board of directors of the Association cannot sign the “Architectural Compliance Form” for repairs or maintenance items for said owner.

Section 12. No motor vehicle, boat, houseboat, recreational vehicle, trailer, mobile home, motor home, or similar item shall be parked or stored for over a period of forty-eight (48) hours on any street, or on any parking area on any lot in the subdivision, unless parked in a private garage. No such items or vehicles shall have mechanical or body work performed on them anywhere in the subdivision.

Section 13. No swing set, jungle gym, sandbox, treehouse, or any other child recreational structure shall be placed, erected, constructed, or maintained on any lot in the subdivision.

Section 14. No vegetable garden shall be maintained on any lot in the subdivision. No flowers shall be planted or grown upon any lot except within three (3) feet of the residence of such lot. No trees, shrubs, or hedges shall be planted upon or removed from any lot in the subdivision without the approval of the Association.

Section 15. No basketball hoops shall be allowed on a lot without the prior written consent of the Association.

Section 16. No roofing or shingle material other than cedar wood shake shingles shall be permitted on any home within the subdivision.

ARTICLE SIX

OWNER’S OBLIGATION TO REPAIR AND MAINTAIN

Except as otherwise provided in this Declaration, each owner shall, at his sole cost and expense, repair, maintain and restore the exterior appearance of his or her premises and the improvements situated thereon, keeping the same in a condition comparable to the condition of the premises at the time of its initial construction, excepting any normal wear and tear. In the event an owner of any lot in the subdivision shall fail to do so in a manner satisfactory to the board of directors, then the Association, after approval by three-quarters (3/4) vote of the board of directors, shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain, and restore the lot and the exterior of the residence and any other improvements erected thereon. The cost of such repair, maintenance or restoration shall be added to and become part of the assessment to which such lot is subject by this Declaration.

ARTICLE SEVEN

OWNER'S OBLIGATION TO REBUILD

If all or any portion of a residence or other structure on any lot is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence or other structure in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within one (1) month after the damage occurs, and shall be completed within four (4) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners, or approved in writing by a three-quarters (3/4) vote of the board of directors.

ARTICLE EIGHT

OWNER'S OBLIGATION TO MAINTAIN INSURANCE

Every owner shall be required to maintain homeowner's insurance on any lot and home on any lot the owner owns. Every owner shall be required to submit a copy of their insurance policy to the board of directors of the Association on an annual basis to establish that the insurance on the lot and home is current. The Association does not own property and does not carry insurance of any kind on any property in the subdivision.

ARTICLE NINE

ANNEXATION OF ADDITIONAL PROPERTY

Additional residential property may be annexed to the subdivision with the consent of three-quarters (3/4) of the members.

ARTICLE TEN

GENERAL PROVISIONS

Section 1. ENFORCEMENT. The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. AMENDMENTS. Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters (3/4) of the members.

Section 4. SUBORDINATION. No breach of any of the conditions herein contained, or reentry by reason of such breach, shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

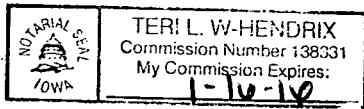
Section 5. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty-one (21) years from the date hereof, unless otherwise agreed to in writing by the then owners of at least three-quarters (3/4) of the members.

Minnie E. Walsh
Minnie E. Walsh

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 3 day of January, 2013 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Minnie E. Walsh, a single person, to me personally known, to be the identical person named in and who executed the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Teri L. Hendrix
Notary Public in and for said State

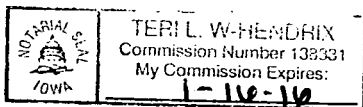


Richard D. Fuller
Richard D. Fuller

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 6 day of January, 2013 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard D. Fuller, a single person, to me personally known, to be the identical person named in and who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Teri L. Hendrix
Notary Public in and for said State



Roy H. Wineinger
Roy H. Wineinger
(f/k/a Roy H. W-Hendrix)

Teri L. Hendrix
Teri Hendrix
(f/k/a Teri L. W-Hendrix)

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 7 day of January, 2013 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roy H. Wineinger (f/k/a Roy H. W-Hendrix) and Teri Hendrix (f/k/a Teri L. W-Hendrix), husband and wife, to me personally known, to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Kathy Zink
Notary Public in and for said State

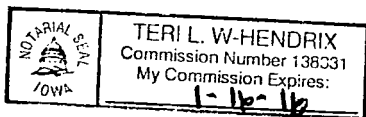
ROGER AND MARY JOHNSON REVOCABLE TRUST

Roger D. Johnson
By: Roger D. Johnson, Trustee

Mary E. Johnson trustee
By: Mary E. Johnson, Trustee

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 6 day of January, 2013 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roger D. Johnson and Mary E. Johnson, Trustees of the Roger and Mary Johnson Revocable Trust, to me personally known, to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



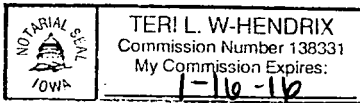
Teri L. W-Hendrix
Notary Public in and for said State

John C. McGruder
John C. McGruder

Marian R. Nelson-McGruder
Marian R. Nelson-McGruder

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 6+7 day of January, 2012 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John C. McGruder and Marian R. Nelson-McGruder, husband and wife, to me personally known, to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

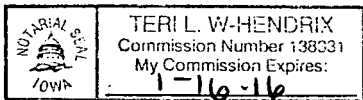


Teri L. W-Hendrix
Notary Public in and for said State

Deborah S. Daley
Deborah S. Daley

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 7 day of January, 2013 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Deborah S. Daley, a single person, to me personally known, to be the identical person named in and who executed the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



Teri L. W-Hendrix
Notary Public in and for said State

MAURICE M. DEBBAUT FAMILY TRUST dated April 12, 2000

Marion D. Debbaut, Trustee

By: Marion D. Debbaut, Trustee

Michelle R. Mattas, Trustee

By: Michelle R. Mattas, Trustee

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 8th day of January, 2013 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marion D. Debbaut and Michelle R. Mattas, Trustees of the Maurice M. Debbaut Family Trust dated April 12, 2000, to me personally known, to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Jackie K Dix
Notary Public in and for said State

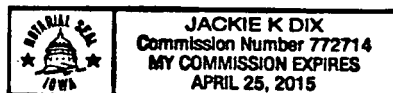
ARLETTA J. DEBBAUT FAMILY TRUST dated April 12, 2000

Arletta J. Debbaut, Trustee

By: Arletta J. Debbaut, Trustee

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 8th day of January, 2013 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Arletta J. Debbaut, Trustee of the Arletta J. Debbaut Family Trust dated April 12, 2000, to me personally known, to be the identical person named in and who executed the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



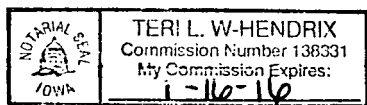
Jackie K Dix
Notary Public in and for said State

KALLESEN REVOCABLE TRUST dated July 21, 2003

Barbara J. Kallesen
By: Barbara J Kallesen, Trustee

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 5 day of January, 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Barbara J Kallesen, Trustee of the Kallesen Revocable Trust dated July 21, 2003, to me personally known, to be the identical person named in and who executed the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

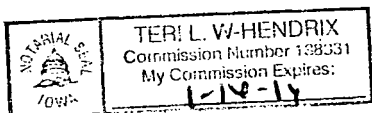


Teri L. Hendrix
Notary Public in and for said State

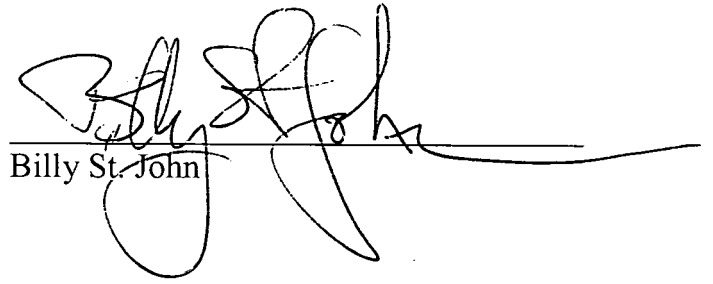
Ronald P. Pierce
Ronald P. Pierce

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 5 day of January, 2013 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ronald P. Pierce, a single person, to me personally known, to be the identical person named in and who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

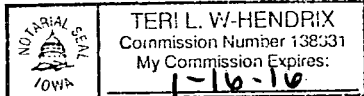


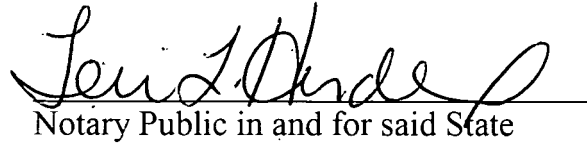
Teri L. Hendrix
Notary Public in and for said State

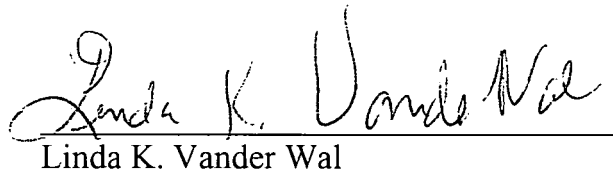

Billy St. John

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 7 day of January, 2013 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Billy St. John, a single person, to me personally known, to be the identical person named in and who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

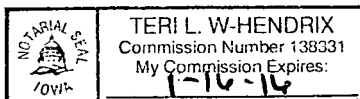


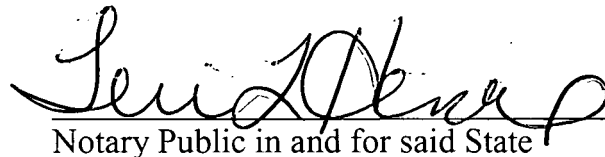

Notary Public in and for said State


Linda K. Vander Wal

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 6 day of January, 2013 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Linda K. Vander Wal, a single person, to me personally known, to be the identical person named in and who executed the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

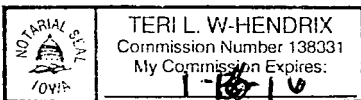



Notary Public in and for said State

Shelia R. Gaube
Shelia R. Gaube

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 3 day of January, 2013 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Shelia R. Gaube, a single person, to me personally known, to be the identical person named in and who executed the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



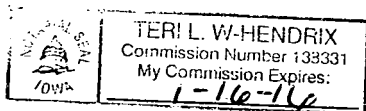
Teri L. Hendrix
Notary Public in and for said State

Anthony J. Host
Anthony J. Host

Sandra K. McChesney-Host
Sandra K. McChesney-Host

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 14 day of January, 2013 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Anthony J. Host and Sandra K. McChesney-Host, husband and wife, to me personally known, to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Teri L. Hendrix
Notary Public in and for said State

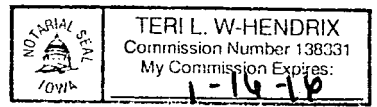
Timothy J. Flanagan
Timothy J. Flanagan

Susan M. Flanagan
Susan M. Flanagan

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 6 day of January, 2013 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Timothy J. Flanagan and Susan M. Flanagan, husband and wife, to me personally known, to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Teri Hendrix
Notary Public in and for said State



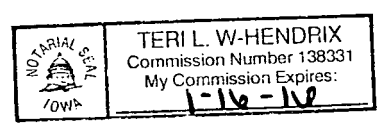
Allen Taylor
Allen Taylor

Eileen Taylor
Eileen Taylor

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 5 day of January, 2013 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Allen Taylor and Eileen Taylor, husband and wife, to me personally known, to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Teri Hendrix
Notary Public in and for said State

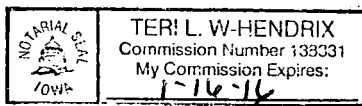


Cynthia A. Struyk
Cynthia A. Struyk

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 25 day of January, 2013 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Cynthia A. Struyk, a single person, to me personally known, to be the identical person named in and who executed the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Teri L. Hendrix
Notary Public in and for said State

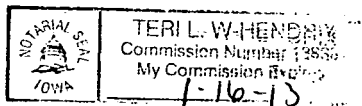
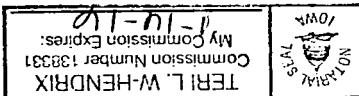


Tamara J. McGinn
Tamara J. McGinn

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 10 day of January, 2013 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tamara J. McGinn, a single person, to me personally known, to be the identical person named in and who executed the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Teri L. Hendrix
Notary Public in and for said State



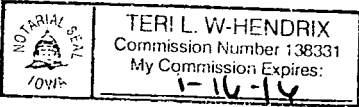
THE THOMAS AND MARILYN KELLY REVOCABLE TITLE HOLDING TRUST
dated December 27, 1999

Thomas Kelly
Thomas Kelly, Trustee

Marilyn Kelly, Trustee
Marilyn Kelly, Trustee

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 2 day of January, 2013 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas Kelly and Marilyn Kelly, Trustees of The Thomas and Marilyn Kelly Revocable Title Holding Trust dated December 27, 1999, to me personally known, to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

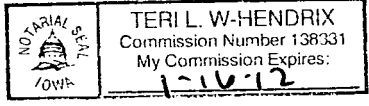


Teri L. Hendrix
Notary Public in and for said State

Theresa J. Hecht
Theresa J. Hecht

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 4 day of January, 2013 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Theresa J. Hecht, a single person, to me personally known, to be the identical person named in and who executed the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



Teri L. Hendrix
Notary Public in and for said State

DEBRA STEENSEN REVOCABLE TRUST

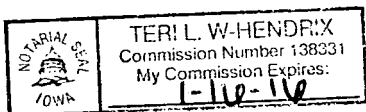
Debra J. Steensen

By: Debra J. Steensen, Trustee

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 14 day of January, 2013 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Debra J. Steensen, Trustee of the Debra Steensen Revocable Trust, to me personally known, to be the identical person named in and who executed the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Teri L. Hendrix
Notary Public in and for said State



Michael W. Phelan
Michael W. Phelan

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 16 day of January, 2013 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael W. Phelan, a single person, to me personally known, to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Teri L. Hendrix
Notary Public in and for said State

