

9-22-95
corrected General Plat
cab A all 150B

381



PETERS
LAW FIRM,
P.C.

Not Complete
Copy

Filed Aug 17, 1995
at 2:00 P.M.
Recorded in Book 211
page 810-837
of Misc Records

Indexed
Recorded
Mills Co

Mills County, Iowa
ROBERTA DASHNER

RECORDER
Roberta Dashner

DEPUTY
FEE: \$ 145.00
RMF: 1.00

Plat = Cab A all 150A

July 31, 1995

Mills County Recorder
Mills County Courthouse
Glenwood IA 51534

Dear Recorder:

I have examined an Abstract of Title in one (1) part, certified to by the Mills County Abstract Company from the government entry down to the 18th day of July, 1995, at 8:00 a.m. Said abstract contains 40 entries and deals with the title to the following described real estate, to wit:

Part of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) and part of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section Ten (10), Township Seventy-two (72) North, Range Forty-three (43) West of the Fifth Principal Meridian, Mills County, Iowa, being more fully described as follows:

Commencing at the Southeast Corner of said Section 10; thence N00°13'43"E along the East line of the SE 1/4 of said Section 10 a distance of 636.82 feet to the Point of Beginning; thence continuing N00°13'43"E along said East line a distance of 1349.75 feet; thence S89°26'21"W a distance of 1275.75 feet; thence S00°30'54"W a distance of 676.56 feet to the North line of said SE 1/4 SE 1/4; thence N89°26'21"E along said North line a distance of 164.27 feet to the centerline of a county road; thence S36°18'05"E along said centerline a distance of 49.05 feet to the beginning of a curve concave Northeasterly having a central angle of 16°38'43" and a radius of 987.87 feet; thence Southeasterly along said curve and along said centerline an arc length of 286.99 feet with a chord bearing and distance of S44°37'27"E, 285.98 feet to the end of said curve and the beginning of a curve concave Northeasterly having a central angle of 16°00'55" and a radius of 1597.24 feet; thence Southeasterly along said curve and along said centerline an arc length of 446.46 feet with a chord bearing and distance of S60°57'17"E, 445.01 feet to the end of said curve and the Northeast Corner of Lot 4 of The Woodlands Subdivision; thence S00°00'00"E along the East line of said Lot 4 a distance of 203.20 feet to the Northwest Corner of Lot 6 of The Woodlands Subdivision; thence N90°00'00"E along the North line of said Lot 6 a distance of 493.15 feet to the Point of Beginning. Said parcel contains 31.45 acres, more or less, including presently established county road right-of-way (2.73 acres) and is subject to easements of record.

Based upon my examination of the abstract, I am of the opinion that title to said property is in E.E.C. INC., subject to the following:

Ref: 7-22-96 Amend Deed Cas 215/419-427

- JAMES A. CAMPBELL
- C. DENNIS LEU
- DENNIS M. GRAY
- JAMES A. THOMAS
- LYLE W. DITMARS
- SCOTT H. PETERS
- JOHN M. McHALE
- JACOB J. PETERS
- LEO P. MARTIN
- SCOTT J. ROGERS
- JON E. HEISTERKAMP
- EDEAN M. WETHERELL
- MATTHEW G. WOODS

Decided
by
Peters G.P., Clerk

copies to Aud, Abs, Recorder
& Peters G.P.

Mills County Recorder

Page 2

July 31, 1995

I. At entry 37 of the abstract appears a Mortgage in favor of Firstar Bank of Council Bluffs, dated September 8, 1994, and filed September 9, 1994, in Book 205, Pages 905-910, Miscellaneous Records, in the original amount of \$95,000.00, which Mortgage is a first lien on the property under examination.

II. CAVEAT. a) The abstract does not disclose the existence of hazardous substances, pollutants, contaminants, hazardous wastes, underground storage tanks, drainage wells, active or abandoned water wells, and other environmentally regulated activities. Please be aware that federal, state and local legislation may, in the event environmental or public health violations occur, permit injunctive relief and require removal and remedial actions or other clean-up. The cost of such remedies may become a lien against the real estate and you may have personal liability even though you have not disposed of any hazardous substances, pollutants, contaminants, or hazardous wastes on the real estate or used any underground storage tanks or wells. If you are uncertain about which materials may be hazardous, contact the U.S. Environmental Protection Agency or the Iowa Department of Natural Resources for assistance.

b) A title opinion cannot fix or determine the exact boundary lines of a property.

c) Unrecorded easements for items such as overhead wires, driveways, title lines, roadways, utility lines, or other encroachments, especially by adjoining owners, are not revealed in the abstract.

d) Persons in possession of the property, such as tenants, may have certain rights to the property which are not filed of record or shown in an abstract. Iowa law provides that you have notice of such claims, if inquiry of the person or persons in possession would have disclosed those claims.

e) Since the following cannot be determined by examination of the abstract, your attention is called to the fact that you are required to take notice of any facts that would be disclosed by a survey; the right to file mechanics' liens against the premises for labor or materials furnished in connection with improvements thereon within 90 days from the furnishing of the last item; and rights of access to and from highways and streets which may be designed as "controlled access facilities" by state or city authorities.

f) This examiner cannot and does not certify as to any proceedings of record in any other county, including the Bankruptcy Court in Des Moines, Iowa.

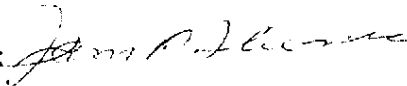
Mills County Recorder
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g) This examination is based upon the Abstract of Title and the Certificate of the Abstracter that the abstract contains everything in the public records of Mills County, Iowa.

Subject to the foregoing, we find the title marketable.

Very truly yours,

PETERS LAW FIRM

By: 

JAT:jy


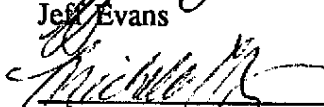
cc: Jeff Evans

DEDICATION - FOREST LAWNS ESTATES

RE: Part of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) and part of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section Ten (10), Township Seventy-two (72) North, Range Forty-three (43) West of the Fifth Principal Meridian, Mills County, Iowa, being more fully described as follows:

Commencing at the Southeast Corner of said Section 10; thence $N00^{\circ}13'43''E$ along the East line of the SE 1/4 of said Section 10 a distance of 636.82 feet to the Point of Beginning; thence continuing $N00^{\circ}13'43''E$ along said East line a distance of 1349.75 feet; thence $S89^{\circ}26'21''W$ a distance of 1275.75 feet; thence $S00^{\circ}30'54''W$ a distance of 676.56 feet to the North line of said SE 1/4 SE 1/4; thence $N89^{\circ}26'21''E$ along said North line a distance of 164.27 feet to the centerline of a county road; thence $S36^{\circ}18'05''E$ along said centerline a distance of 49.05 feet to the beginning of a curve concave Northeasterly having a central angle of $16^{\circ}38'43''$ and a radius of 987.87 feet; thence Southeasterly along said curve and along said centerline an arc length of 286.99 feet with a chord bearing and distance of $S44^{\circ}37'27''E$, 285.98 feet to the end of said curve and the beginning of a curve concave Northeasterly having a central angle of $16^{\circ}00'55''$ and a radius of 1597.24 feet; thence Southeasterly along said curve and along said centerline an arc length of 446.46 feet with a chord bearing and distance of $S60^{\circ}57'17''E$, 445.01 feet to the end of said curve and the Northeast Corner of Lot 4 of The Woodlands Subdivision; thence $S00^{\circ}00'00''E$ along the East line of said Lot 4 a distance of 203.20 feet to the Northwest Corner of Lot 6 of The Woodlands Subdivision; thence $N90^{\circ}00'00''E$ along the North line of said Lot 6 a distance of 493.15 feet to the Point of Beginning. Said parcel contains 31.45 acres, more or less, including presently established county road right-of-way (2.73 acres) and is subject to easements of record.

Come Now Jeff Evans and Michelle Evans as owners of E.E.C. Inc. and state that the plat of Forest Lawns Estates as attached hereto is prepared with our free consent and in accordance with our desires. The Forest Lawns Estates Subdivision does not have any lands to be dedicated to the public for streets, alleys, parks, school property or other public use.


 Jeff Evans

 Michelle Evans

STATE OF IOWA)

COUNTY OF MILLS)

On this 3 day of Aug, 1995, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Jeff Evans and Michelle Evans, to me personally known, who, being by me duly sworn, did say that he is (or they are) the President and Vice President, respectively of said Corporation; that the seal affixed thereto is the seal of said (or) no seal has been procured by the said Corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Jeff Evans and Michelle Evans as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation; by it and by him (or them) voluntarily executed.

Cynthia Becker
Mills, Iowa
NOTARY PUBLIC IN, FOR SAID
COUNTY AND STATE

Recorder's Note: Corporate seal not affixed if applicable.

211-010

Forest Lawn Estates

Ref: 2-22-96
Amend. Deed. Cal.
215 / 419-421

**RESTRICTIVE COVENANTS
FOREST LAWN ESTATES SUBDIVISION**

Re: Part of the NE 1/4 SE 1/4 and part of the SE 1/4 SE 1/4 of Section 10, Township 72 North, Range 43 West of the 5th Principal Meridian, Mills County, Iowa, being more fully described as follows:

Commencing at the Southeast Corner of said Section 10; thence N00°13'43"E along the East line of the SE 1/4 of said Section 10 a distance of 636.82 feet to the Point of Beginning; thence continuing N00°13'43"E along said East line a distance of 1349.75 feet; thence S89°26'21"W a distance of 1275.75 feet; thence S00°30'54"W a distance of 676.56 feet to the North line of said SE 1/4 SE 1/4; thence N89°26'21"E along said North line a distance of 164.27 feet to the centerline of a county road; thence S36°18'05"E along said centerline a distance of 49.05 feet to the beginning of a curve concave Northeasterly having a central angle of 16°38'43" and a radius of 987.87 feet; thence Southeasterly along said curve and along said centerline an arc length of 286.99 feet with a chord bearing and distance of S44°37'27"E, 285.98 feet to the end of said curve and the beginning of a curve concave Northeasterly having a central angle of 16°00'55" and a radius of 1597.24 feet; thence Southeasterly along said curve and along said centerline an arc length of 446.46 feet with a chord bearing and distance of S60°57'17"E, 445.01 feet to the end of said curve and the Northeast Corner of Lot 4 of The Woodlands Subdivision; thence S00°00'00"E along the East line of said Lot 4 a distance of 203.20 feet to the Northwest Corner of Lot 6 of The Woodlands Subdivision; thence N90°00'00"E along the North line of said Lot 6 a distance of 493.15 feet to the Point of Beginning. Said parcel contains 31.45 acres, more or less, including presently established county road right-of-way (2.73 acres), and is subject to easements of record.

The purpose of all covenants is to assure present and future property owners of continued value of their property. It is also intended that a peaceful and serene quality of life be maintained in the Forest Lawn Estates Subdivision, and that any and all construction blend harmoniously with the surroundings of the subdivision with as little disturbance to the natural surroundings as possible.

1. All residences are to be constructed on the site. These residences are to be lumber and other common house building materials. Earth homes are permitted.
2. Each residence will contain a minimum of one thousand four hundred (1,400) square feet of finished living area not including basements. Each residence shall also have a minimum of a two car attached garage.
3. Any exposed foundations, block or concrete wall of more than eight inches in height, shall be faced with brick, stone or siding consistent with the siding of the residence. This does not apply to retaining walls that are not part of the residence.
4. All residences and building must be built at least 25 feet from any property line. This perpetual easement of 10.00 feet on front lot lines shall be reserved for the installation and maintenance of utilities and drainage. The building set-back lines shall be:

- a. Front yard - 25' from road right of way
- b. Side yard - ~~25'~~
- c. Rear yard - 25'

5. All lots within the Forest Lawn Estates Subdivision are required to obtain their primary water supply from the Woodlands Benefitted Water District and are subject to the rules, regulations, and specifications of the Woodlands Benefitted Water District.

6. Each lot may contain one building separate from the home. This building must be consistent with the construction of the home and may not contain more than one thousand (1,000) square feet nor be at a height of more than 12 feet at the lowest point of beginning of the roof line.

7. The exposed portion of any chimney must be brick or stone or construction with a type of building material that shows the quality and appearance of brick or stone. Chimneys may also be enclosed with siding materials consistent with the siding on the home.

8. No home in the FOREST LAWN ESTATES SUBDIVISION shall be a mobile home, modular home or of prefabricated construction.

9. All homes are to be single family dwellings.

10. No trailer, basement, tent, shack, garage, barn, or other outbuildings erected on a lot in the FOREST LAWN ESTATES SUBDIVISION shall at any time be used as a residence.

11. No structure in the Subdivision shall be occupied as a residence until all exterior construction is fully completed.

12. All fuel tanks must be located on the property so as to be the least visible as possible and enclosed on two or three sides as best suits the location.

13. No commercial businesses will be allowed.

14. The assembly, disassembly or general service work on machinery, trucks or cars may be done only in an enclosed garage or building.

15. Parking or storing cars, trucks, equipment or other machinery for longer than two weeks is prohibited. This will not prevent the interior storage of vehicles or equipment.

16. Each residence must use a commercial trash hauling service and must keep all trash and garbage out of sight or in proper container until the designated day of

collection.

17. All driveways will be surfaced with a minimum of crushed rock or gravel.
18. Any pets kept in the Forest Lawn Estates Subdivision must be house pets. No farm livestock will be permitted. All pets must be contained unless supervised.
19. Each lot within the Forest Lawn Estates Subdivision has been established with an objective of total harmony with all other lots and therefore hereafter no division shall be allowed which could result in any lot being divided or sold resulting in additional residences or uses not contemplated under these provisions.
20. Nothing contained in this instrument shall in any way be construed as imposing on the proprietors any liability or obligations for enforcement of these rules and regulations. Any lot owner shall have authority to file for appropriate leave to enforce these rules.
21. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, other than the requirement of paragraph number 5, relating to the Woodlands Benefitted Water District, which is a permanent covenant running with the land. After this time these covenants may be changed by a simple majority vote of the homeowners.



Jeff Evans

Michelle Evans

**BYLAWS OF THE COUNCIL OF CO-OWNERS OF LOTS WITHIN THE
FOREST LAWN ESTATES SUBDIVISION**

**ARTICLE I
JOINT OWNERSHIP OF DRIVEWAY AREA**

Section 1. APPLICABILITY OF BYLAWS. The provisions of these Bylaws are applicable to the property. The term "property" as used herein shall include the driveway easement and private lane from the Mills County Road as shown in the attached plat.

Section 2. PERSONAL APPLICATION. All present or future owners that might use the driveway in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition of any of the lots within the subdivision will signify that these Bylaws are accepted, ratified and will be complied with.

**ARTICLE II
MANAGEMENT OF THE ASSOCIATION**

Section 1. COUNCIL OF CO-OWNERS, MEMBERSHIP, VOTE OR OTHER ACTION OF OWNERS. The business and affairs of the Association shall be governed and managed by the Council of Co-Owners of the Forest Lawn Estates Subdivision. All owners of lots automatically become members of the Council and membership in said Council shall automatically cease upon termination of ownership interest. Whenever a vote or other action of the lot owners as a group is required, the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Council subject to the Bylaws.

Section 2. AGREEMENTS AND COMPLIANCE. All owners, and other persons using the driveway shall be bound by and strictly comply with the provisions of this Declaration and Bylaws. A failure to comply with the Bylaws or the provisions of any other agreement or determination lawfully made shall be grounds for an action to recover the sums due for damages on the part of the Council or any owner as may be applicable and for mandatory or injunctive relief, and the use of any legal remedy by the Council or by an owner to enforce compliance shall in no event constitute a waiver of any other available remedy.

Section 3. INCLUDED POWERS, WAIVER OF PARTITION, AND FORECLOSURE OF LIEN. Each owner agrees that the Council has and shall exercise all powers, rights and authority granted under the Code of Iowa as the same may be hereafter amended, and such as are more particularly set forth in these documents, including the making of assessments chargeable to owners and a lien on lots for any common expenses, and the right to foreclose the lien thereof and acquire the lot at a foreclosure sale and to hold, lease, mortgage, or convey the same, but such acquisition shall be on behalf

of all lot owners, all of whom shall be deemed to have waived his right of partition with respect thereto.

Section 4. NO AVOIDANCE OF WAIVER OF USE; RIGHT OF ENTRY. The liability of a lot owner for all assessments made by the Board or by the Council may not be avoided by waiver of the use of enjoyment of any common element or any recreational facility or by abandonment of any lot for which an assessment is made.

ARTICLE III VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. VOTING. Voting shall be on the basis to which the owner or owners of each lot is assigned in the Declaration.

Section 2. QUORUM. Except as otherwise provided in these Bylaws, the presence in person or by proxy of those owners having a majority or more of the votes assigned the Declaration shall constitute a quorum.

Section 3. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

Section 4. ADJOURNMENT. Any meeting of the Association of Homeowners, whether annual or special, may be adjourned from time to time whether a quorum be present or not without notice other than the announcement at the meeting, and such adjournment may be to such time and to such place as may be determined by a majority vote of the common interests present at the meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting as originally called and notified.

Section 5. MINUTES OF COUNCIL OF CO-OWNERS. The Secretary shall furnish the minutes of any meeting of the Council of Co-Owners when requested in writing by any owner of any lot.

ARTICLE IV MEETINGS OF COUNCIL

Section 1. PLACE OF MEETINGS. Meetings of the Council of Co-Owners of Forest Lawn Subdivision shall be held in such place convenient to the Co-Owners of the Homeowners Association, as may be designed by the President.

Section 2. OFFICERS. The President or Vice President and Secretary of the Board of Directors of the Council shall serve as President and Secretary respectively of the Council. The Secretary shall keep a minute book wherein the actions taken by the Council shall be recorded.

Section 3. ANNUAL MEETING. The first annual meeting of the Council shall be held on November 1, 1995. Thereafter, the annual meeting of the Council shall be held on the 1st day of November of each succeeding year. At such meetings vacancies and expired terms of the Board shall be filled by ballot of the owners. The owners may at the annual meeting also transact such other business of the Council as may properly come before them.

Section 4. SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Council upon a petition signed by the owners having a majority of the votes assigned in the Declaration being presented to the Secretary or upon the call of any two (2) directors. The notice of any such special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of three-fourths (3/4) vote of the owners.

ARTICLE V ADMINISTRATION

Section 1. BOARD OF DIRECTORS--NUMBER AND QUALIFICATIONS. The affairs of the Council of Co-Owners shall be governed by a Board of Directors (hereinafter referred to as "Board"). The number of the Initial Board is two (2) who shall serve until the date hereafter fixed for the expiration of their terms or until their successors are elected, and thereafter, board members shall be elected for terms of one (1) year or until successors are elected. The names and addresses of the persons who are to serve as the initial board members are as follows:

NAME	ADDRESS	EXPIRATION OF TERM
Jeff Evans	RR 2 Glenwood IA 51534	November 1, 1996
Michelle Evans	RR 2 Glenwood IA 51534	November 1, 1996

A majority of the number of board members shall constitute a quorum for the transaction of business. Thereafter, the Board shall be composed of three (3) persons, all of whom shall be owners or spouses or mortgagees of lots in the subdivision.

Section 2. CHAIRMAN, MEETING, NOTICE. The President shall preside at all meetings of the Board. The Board shall hold meetings as often as the business of the Council may require at the call of the President or any two (2) directors. The secretary shall give notice of each meeting of the Board, either orally or in writing by mailing or delivering the same not less than one (1) day before the meeting, unless otherwise prescribed by the Board. The failure by the secretary to give such notice or by any director to receive such notice shall not invalidate the proceedings of any

meeting at which a quorum of directors is present.

Section 3. QUORUM AND ADJOURNMENT. The majority of the directors shall constitute a quorum. No action taken, other than the appointment of directors to fill temporary vacancies or as otherwise provided in these Bylaws, shall be binding unless it received the concurring vote of a majority of the directors present. In the absence of a quorum, the President or a majority of the directors present may adjourn the meeting from time to time without further notice until a quorum be had.

Section 4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The Board for the benefit of the Co-Owners of the lot owners, shall have the following powers and duties:

- a. To engage and contract for all goods and services which the Board in its discretion, deems necessary for the proper operation of the premises or as required or permitted by these Bylaws or by law, payment for which will be made from the assessments and service charges paid by the Co-Owners in accordance with these Bylaws and as assessed by the Board.
- b. To provide, or cause to be provided, all services for the maintenance of the roadway.
- c. Collection of the assessments from lot owners.
- d. To maintain or cause to be maintained detailed, accurate records in chronological order, of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and other expenses incurred and to make such records and the vouchers authorizing the payments available for the examination by the owners of the lots during reasonable business hours.
- e. To render or cause to be rendered annually a statement to the Co-Owners of the lots of all receipts and disbursements during the preceding year.
- f. To render to cause to be rendered statements, when required by law, of any assessments which remain unpaid by an Co-owner of the subdivision lots.
- g. To bring action on behalf of two or more of the Co-Owners of the lots, as their respective interests may appear, with respect to any cause of action relating to the common elements or more than one lot as the Board deems advisable.
- h. To elect the officers of the Council and otherwise exercise the powers regarding officers of the Council as set forth in these Bylaws.
- i. To determine who shall be authorized to make and sign all instruments on

behalf of the Council and the Board.

j. To designate and remove personnel necessary for the maintenance, repair and replacement of the common elements, and to engage such other services necessary and proper for, and incidental to, the operation of the premises as deemed advisable by the Board.

k. To perform any and all duties imposed on the Board by applicable law.

Section 5. VACANCIES, SUCCESSOR AND SUBSTITUTE DIRECTORS. If any permanent vacancy shall occur in the board through death, resignation, removal or other cause, and unless such vacancy is filled by a special meeting of the Council called for such purpose, the remaining directors, by majority vote of the remaining directors shall elect a successor director to fill such vacancy and to hold office until the next annual meeting of the owners. At such annual meeting, the owners shall elect the successor director to fill such vacancy and to hold office for the unexpired portion of the term.

In case of a temporary vacancy due to the absence of any director from the State of Iowa, or the sickness or disability of any director, the remaining directors, by majority vote of the remaining members, may appoint a substitute director who shall be a director during such absence or disability and until such director returns to duty. The determination by the Board, as shown in the minutes, of the fact of such absence or disability and the duration thereof shall be conclusive.

Section 6. COMPENSATION OF MEMBERS OF BOARD. There shall be no compensation paid to members of Board for acting as such, but they shall be reimbursed for expenses incurred by them.

Section 7. LIABILITY AND INDEMNIFICATION OF MEMBERS OF BOARD. The directors and officers shall be free from all personal liability for any acts done on behalf of the Council and in the capacity of a director or officer for any losses incurred by the Council or the Co-Owners of the lots unless the same shall have occurred through their willful negligence or misconduct. Every director and officer shall be indemnified by the Council against all reasonable costs, expenses and liabilities (including attorney fees) imposed upon him in connection with any claim, suit, proceeding or investigation of whatever nature by reason of his being or having been a director or officer of the Council as common expenses, except as liable for willful negligence or misconduct in the performance of his duties as director or officer. The foregoing right of indemnification shall inure to the benefit of the heirs, administrators and executors of such person.

ARTICLE VI
OFFICERS

Section 1. ELECTION OF OFFICERS. The officers of the Council shall be elected annually by the Board at the Annual meeting to be held immediately following the annual meeting of the Council and shall hold office at the pleasure of the Board.

Section 2. DESIGNATION. The principal officers of the Council shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board and shall serve as such officers without compensation. Any member of the Board may at the same time hold the positions of any two (2) officers, except President and Vice President.

Section 3. PRESIDENT. The President shall be the chief executive officer of the Council. The President shall preside at all meetings of the Board and of the officers of the Council. The President shall have all of the general powers and duties which are usually vested in the office of president including but not limited to the power to appoint committees from among the owners from time to time as the President may decide to appoint to assist in the conduct of the affairs of the Council.

Section 4. VICE PRESIDENT. The Vice President shall take the place of the President and shall perform said duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon the Vice President by the Board.

Section 5. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board and council; shall have charge of such books and papers as the Board and Council may direct; and shall, in general, perform all duties incident of the office of Secretary.

Section 6. TREASURER. The Treasurer shall have responsibility of Council funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Council in such depositories as may from time to time be designated by the Board.

ARTICLE VII OBLIGATIONS OF THE OWNERS

Section 1. ASSESSMENTS. All owners are obligated to pay assessments imposed by the Board or the Council to meet all property communal expenses, including liability insurance premiums for casualty losses. The assessments shall be made according to the percentage assigned to the lot in the Declaration.

Section 2. LIENS AGAINST THE OWNER OF LOT. All sums assessed by the Board

but unpaid for the lien on such lot. Such lien may be foreclosed by suit by the Board or the representatives thereof, acting on behalf of the lot owners, in like manner as a mortgage of real property.

Section 3. LIABILITY OF GRANTOR AND GRANTEE FOR UNPAID COMMON EXPENSES. In a voluntary conveyance, the grantee of a lot shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses. However, any such grantor or grantee shall be entitled to a statement from the Board setting forth the amount of the unpaid assessments against the grantor for such share.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized herein the Board or the Council 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the driveway, PROVIDED THAT any such assessment shall have the assent of three-fourths (3/4) of the votes of the Council who are voting in person or by proxy at a meeting duly called for this purpose.

ARTICLE VIII OTHER PROVISIONS

Section 1. COVENANT TO OBEY LAWS. The Co-owner of each lot shall be subject to the Declaration filed and shall abide by the Bylaws and Rules and Regulations as the same are or may from time to time be established by the Board.

The co-owner of each lot shall observe, comply with, and perform all rules, regulations, ordinances and laws made by the Board of Health and any other governmental authority of the municipal, state and federal government applicable to the premises.

The foregoing paragraph shall apply to all co-owners of the lots, who may in any manner use the premises or any part thereof.

Section 2. HOUSE RULES AND REGULATIONS. The house rules and regulations governing the details of operation and use of the common elements shall be adopted and from time to time, amended by two-thirds vote of the Board. Any owner of a lot shall have the right to propose any amendment to such rules and regulations by directing a request in writing to the Board or any member of the Board. The Board, upon notice of such written request, shall consider such proposal and shall record its action on such proposal in the minutes of the meeting at which the action was taken.

Section 3. NOTICES. Except as otherwise provided in these Bylaws, any notice permitted or required to be given to the owner of a lot may be given in writing

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personally to such owner or to any one of them if such owner is more than one person, or deposited in the United States mails, postage prepaid, address to such owner at his most recent address as it appears in the records of the Board, and said notice shall be deemed to be delivered when delivered personally as aforesaid or deposited in the United States mails as aforesaid.

ARTICLE IX AMENDMENTS

Amendments to the Bylaws shall be proposed and adopted in the following manner:


1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution adopting a proposed amendment must receive approval of a majority of the votes of the entire membership of the Board and sixty percent (60%) of the total votes authorized to the owners by the Declaration. Directors and owners not present at the meetings considering the amendment may express their approval in writing.
3. An amendment may be proposed by either the Board or by the Council of Co-owners, and after being proposed and approved by one of such bodies it must be approved by the other.
4. An amendment when adopted shall become effective only after being recorded in the Mills County Recorder's Office.
5. These Bylaws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration.
6. Anything contained in these Bylaws or in the declaration to the contrary notwithstanding, developers, of their successors, have the right to amend these Bylaws for the clarification hereof or for the benefit of all lot owners without the requirement of lot owners approval until ninety percent (90%) of the proposed lots are sold and paid for.

ARTICLE X COMPLIANCE AND SEVERABILITY

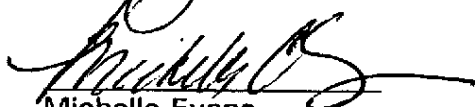
These Bylaws are set forth to comply with the requirements of the Code of Iowa. In case any of these Bylaws conflict with the provisions of said statutes or any other rule of law, it is hereby agreed and accepted that the provisions of the statute or law will apply and the Bylaws conflicting therewith will be deemed inoperative and null and void without validating the remaining Bylaws.

The foregoing were adopted this 31 day of July, 1995, by the Grantors as owners of all lots in Forest Lawn Subdivision as the Bylaws applicable to Forest Lawn Subdivision.

EEC, Inc.



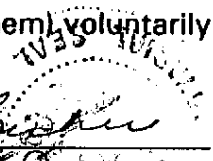
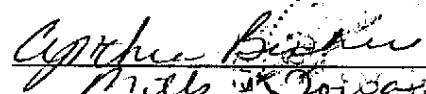
Jeff Evans



Michelle Evans

STATE OF IOWA)
)
COUNTY OF MILLS)

On this 31 day of July, 1995, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Jeff Evans and Michelle Evans, to me personally known, who, being by me duly sworn, did say that they are the Pres and Vice Pres respectively of said Corporation; that the seal affixed thereto is the seal of said (or) no seal has been procured by the said Corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Jeff Evans and Michelle Evans as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation; by it and by him (or them) voluntarily executed.

Mills, Iowa
NOTARY PUBLIC IN FOR SAID
COUNTY AND STATE

Recorder's Note: Corporate seal not affixed if applicable.

DECLARATION OF SUBMISSION
OF PROPERTY AND EASEMENTS
TO THE FOREST LAWN ESTATES HOMEOWNERS ASSOCIATION
GLENWOOD, IOWA

The undersigned EEC, Inc. by Jeff Evans and Michelle Evans, herein referred to as "Developers and Proprietors" are the sole owners of all of the lots within the boundaries of the Forest Lawn Estates Subdivision, a subdivision in Section 10, Township 72, Range 43, Mills County, Iowa, do by these presents, express their desire to submit the driveway easement and the improvements thereon to the Homeowners Association to be known as the Forest Lawn Estates Homeowners Association, Glenwood, Iowa, and do hereby establish a set of rules and regulations in respect to the operation of the maintenance for the roadway and easements thereon, the same to take effect when filed for record in the Office of the County Recorder in and for Mills County, Iowa.

ARTICLE I
PURPOSE AND DEFINITION

1. Purpose. The purpose of this Declaration is to submit and convey the driveway easement hereinafter described and identified as Hamsch Circle, and the improvements constructed thereon, to the homeowners association to be managed and operated pursuant to Iowa law.

2. Definitions. The terms employed shall have the meaning defined in Chapter 499B, 1991 Code of Iowa. Certain terms are used as follows:

(a) Plural and Gender. All words and phrases shall be taken to include the singular or plural according to the context and to include the female, male or neuter gender as may be applicable.

(b) Successors. Reference to developers, co-owners, or to any entity or association, shall include the respective successors, grantees and assigns thereof.

(c) Tense. Upon the effective date of this Declaration use of the present tense shall include the future tense and use of the future tense shall include the past or present tense where the subject matter referred to relates to completion of an improvement or development that has not been or already has been completed as the case may be.

(d) Co-owner. Co-owner means a person, corporation, or other legal entity capable of holding or owning any interest in any lots four through eleven in the Forest Lawn Estates Subdivision who owns all or an

interest in any lots within the subdivision.

(e) Council of Co-owners. Council of Co-owners means all of the co-owners of lots number 4, 5, 6, 7, 8, 9, 10, and 11 within the Forest Lawn Estates Subdivision. The business and affairs of the council of co-owners may be conducted by organizing a corporation not for pecuniary profit of which the co-owners are members, and shall mean all of the owners of the lots within the subdivision acting as a group in accordance with the bylaws and Declaration.

(f) General Common Elements. General common elements shall mean and include those elements as set forth in Article III.

(g) Majority of Co-owners or Percent of Co-owners. The terms "majority of co-owners" or "percent of co-owners" means the owners of more than one-half or owners of that percent of interest in the lots irrespective of the total number of co-owners.

(h) Property. Property includes the driveway easement from the Mills County Road on the east, westerly which provides access to Lots number 4, 5, 6, 7, 8, 9, 10, and 11. The driveway is identified on the Subdivision Plat as Hamsch Circle.

ARTICLE II DESCRIPTION OF EASEMENT

1. Easement. The easement hereby submitted to the homeowners association is legally described as follows:

The private driveway identified as Hamsch Circle as shown in the final plat for Forest Lawn Estates.

ARTICLE III COMMON ELEMENTS

1. General Common Elements. General common elements shall mean and include:

(a) The easement described above, which provides access from the County Road to the cul-de-sac as shown on the attached survey and is identified as Hamsch Circle.

**ARTICLE IV
COMMON INTERESTS**

The Co-owner of each lot number 4, 5, 6, 7, 8, 9, 10, or 11 shall own and there shall be appurtenant thereto an undivided one-eighth (1/8) interest in the easement, an undivided one-eighth (1/8) interest.

**ARTICLE V
UTILITY EASEMENT**

In the event public water or utility lines, pipes, wires, conduits run through one lot which are utilized for or serve one or more other lots, a valid easement for maintenance of said pipes, wires, conduits or other public utility lines shall exist. In the event of necessary repair or restoration, a valid easement for replacement or maintenance of said pipes, wires, conduits or other public utility lines shall exist.

**ARTICLE VI
DESTRUCTION**

In the event of damage to or destruction of all or part of the property, or needed road maintenance such damage, destruction or maintenance shall be rebuilt, repaired or restored by the Board of Directors in accordance with the Bylaws, unless a special meeting of the Council of Co-owners called for such purpose within thirty (30) days after the occurrence of such damage or destruction, the Co-owners of not less than two-thirds (2/3) of the common interests vote not to rebuild, repair or restore such damage or destruction of the property.

**ARTICLE VII
VOTING**

The record owners of each lot number 4, 5, 6, 7, 8, 9, 10, or 11 in Forest Lawn Estates Subdivision shall be members of the Council of Co-owners of Forest Lawn Estates Subdivision during the period of time for which they are the owners of record of a fee simple title or a purchaser's interest in a recorded real estate contract and shall be entitled to one (1) vote for each lot. For the purposes hereof, a mortgagee shall not be deemed an owner until such mortgagee has acquired title of record.

**ARTICLE VIII
COUNCIL OF CO-OWNER'S RIGHTS AND RESTRICTIONS**

Section 1. Right of Entry Upon Lots and Limited Common Elements. The Council of Co-owners shall have the right to enter upon easement areas and upon the roadway

to effect emergency repairs, improvements and replacements as deemed necessary.

Section 2. Assessments (1) Levy and Collection. The Council of Co-owners shall have the authority to levy and enforce the collection of general and special assessments all as set forth in the Bylaws of the Council of Co-owners. The assessments against any lot, with interest, costs and reasonable attorney's fees shall be a lien upon such unit in accordance with the Bylaws and applicable law.

Section 3. Reserves and Working Capital. There shall be established an adequate reserve funds for the periodic maintenance, repair and replacement of the roadway, which funds shall be maintained out of the regular assessments for common expenses. Additionally, a working capital fund may be established for the initial months of the projects operation.

Section 4. Priority of Lien. Any lien of the Council of Co-owners for common expense charges and assessments becoming payable on or after the date of recordation of the first mortgage, shall be subordinate to the first mortgage.

ARTICLE IX BYLAWS

The administration and operation of the property shall be covered by Bylaws, a true copy of which is attached hereto and filed with this Declaration, and made a part thereof. Each lot co-owner shall comply strictly with the Bylaws and with the administration rules and regulations adopted pursuant thereto, or as the same may be lawfully amended from time to time.

ARTICLE X MISCELLANEOUS PROVISIONS

1. Possession of Common Elements. Each owner of lots 4, 5, 6, 7, 8, 9, 10, and 11, the Developers, and the Co-owners may use the common road right-of-way as described above for the purposes of access to their premises.

2. Partition. The common elements shall remain undivided and not only may no lot owner, but no other person, may bring an action for the partition or division of the whole or any part thereof with or without sale, except in connection with the removal of all of the property, or a specific determination not to repair, reconstruct, or rebuild.

3. Compliance with Rules and Regulations. Each owner, or occupant of a lot shall comply with the Provisions of this Declaration and the Bylaws, decisions and resolutions of the Council of Co-Owners, and failure to comply with the same shall be grounds for an action to recover damages or for injunctive relief.

4. Contribution Towards Common Area Expense. No owner of a lot may exempt himself from liability for his contribution towards the common expenses by waiver of the use and enjoyment of any of the common area and facilities or by the abandonment of his lot.

5. Conveyance. The undivided interest in the general and restricted common areas and facilities shall not be separated from the lot to which it appertains and shall be deemed conveyed or encumbered with the lot even though such interest is not expressly mentioned or described in the conveyance or other instrument.

6. Future owners. All future owners, or any other person that might use the facilities in any manner are subject to the provisions of this Declaration, and the mere acquisition of any of the units shall signify that the provisions of this Declaration are accepted and satisfied.

ARTICLE XI OBLIGATIONS OF THE OWNERS

The obligations of the owners shall be as set forth herein and in the Bylaws of the Council of Co-owners.

ARTICLE XII COVENANTS RUNNING WITH THE LAND

All the covenants, agreements, obligations, conditions and other provisions set forth in this Declaration and the Bylaws shall be deemed covenants running with the land and said covenants shall be enforced by appropriate legal action including a suit for injunctions, mandatory or restraining, and action for damages by the Board of Directors or by any lot owner.

ARTICLE XIII AMENDMENT OF DECLARATION

Except for changing the Forest Lawn Estates Subdivision and except for the provisions of Article III (3) and Article XIV, this Declaration may be modified or amended from time to time by a vote of the owners of not less than two-thirds (2/3) majority of all the common interests at any annual meeting or at any special meeting called for such purpose and any amendment shall be effective only upon an instrument setting forth such amendment and vote at such meeting duly certified by the President or Vice-President and Secretary or Treasurer of the Council of Co-owners and duly recorded.

ARTICLE XIV

The developers expressly reserve for themselves and their successors and assigns, for a period of five (5) years or until 90% of the proposed eight (8) lots have been sold and title passed to the purchasers, whichever event first occurs, the right to execute on behalf of all contract purchasers, lot owners, mortgagees, other lien holders, or in any lot, any amendments to this Declaration which it may deem appropriate, including but not limited to:

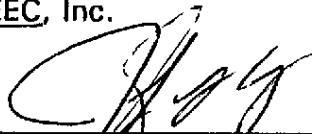
1. Adding to or altering the location, size or purpose of easements and lands for utilities, roads, access, parking, egress, drainage or financing purposes.
2. To permit the users or occupants of lands owned by or controlled by the grantor to utilize easements, roads, drainage facilities, utility lines, and the like within and servicing the area, on such fair and equitable terms and conditions.
3. To surrender or modify rights of the grantor in favor of the lot owners or their respective mortgagees.
4. Any amendment to the Declaration will become effective upon the recording of an amendment to the Declaration in the office of the Mills County Recorder. The grantor will, thereafter, provide copies of said amendment to each owner and mortgagee affected thereby.

ARTICLE XV
SEVERABILITY

The invalidity of any part or portion hereof or of any part or portion of the Bylaws shall not affect the validity of the remaining portion.

Dated this 31 day of July, 1995.

EEC, Inc.



Jeff Evans



Michelle Evans

STATE OF IOWA)
)
COUNTY OF MILLS)

On this 31 day of July, 1995, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Jeff Evans and Michelle Evans, to me personally known, who, being by me duly sworn, did say that they are the Pres and Vice Pres respectively of said Corporation; that the seal affixed thereto is the seal of said (or) no seal has been procured by the said Corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Jeff Evans and Michelle Evans as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation; by it and by him (or them) voluntarily executed.

Cynthia DeKor
Michelle Evans
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

Recorder's Note: Corporate Seal not affixed if applicable.