

HIGHCLERE PHASE II

A REPLATTING OF ALL OF LOT 4, HIGHCLERE SUBDIVISION, A SUBDIVISION LOCATED IN THE NORTH 1/2 OF THE SW1/4, SECTION 6; AND ALSO TOGETHER WITH PART OF THE NORTH 1/2 OF THE SW1/4 OF SECTION 6; ALL LOCATED IN TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH P.M., POTTAWATTAMIE, IOWA.

INST # **16705**
RECORDING FEE **90.8**
AUDITOR FEE
RMA FEE **1.00** ECOM **1.00**

FILED FOR RECORD
POTTAWATTAMIE CO., IA.

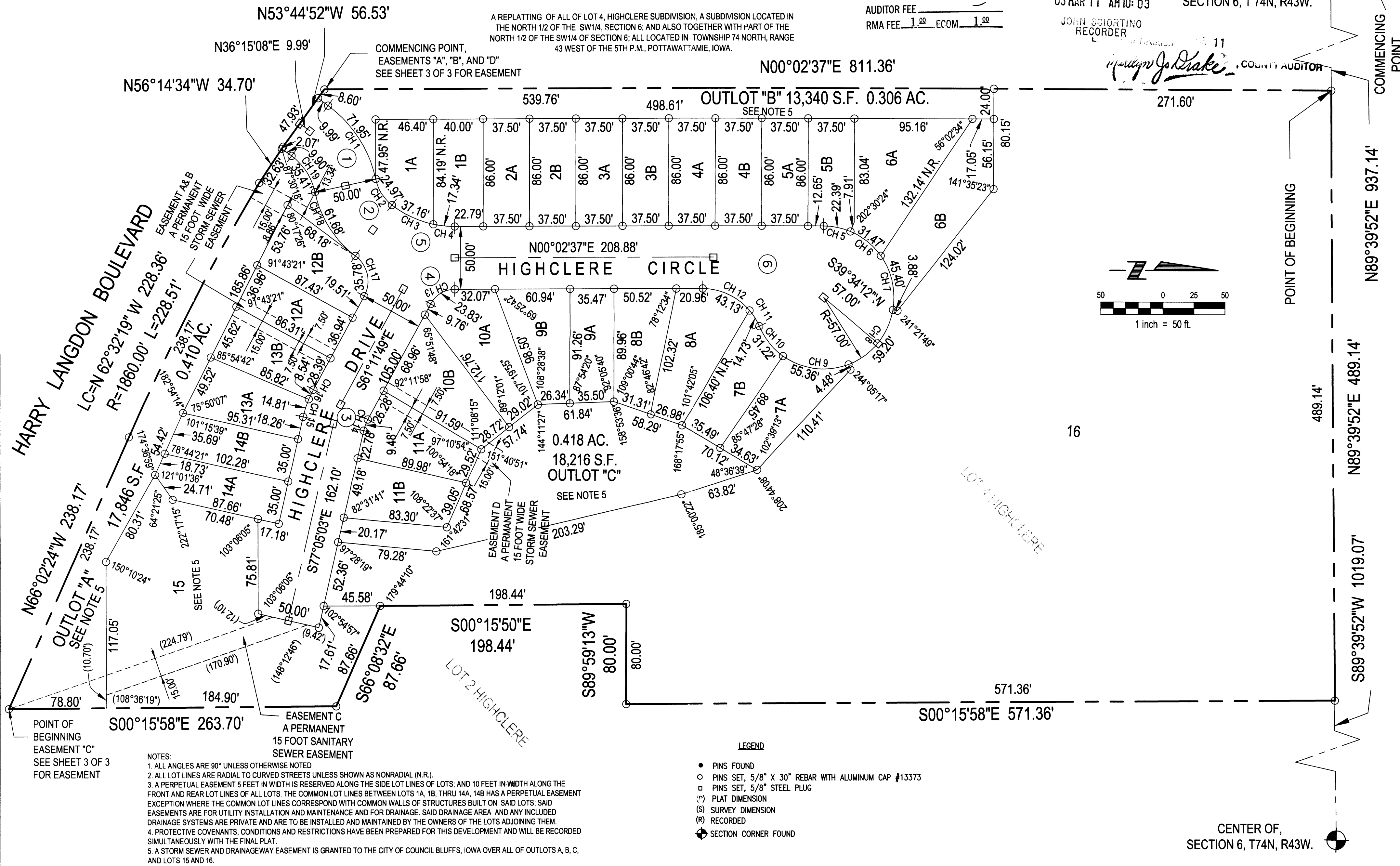
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JOHN SCIORTINO
RECORDER

(COMPARED

WEST 1/4 CORNER OF,
SECTION 6, T 74N, R 43W.

11
COUNTY AUDITOR



Proj No:	2003107.01	Revisions	
Date:	11/11/2004		
Designed By:			
Drawn By:	KAG		
Scale:	1" = 50'		
Sheet	1 of 3		

FINAL PLAT

HIGHCLERE PHASE II

COUNCIL BLUFFS, IOWA



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS

12001 Q STREET
OMAHA, NE 68137
PHONE: (402) 895-4700
FAX: (402) 895-3599

7130 SOUTH 29TH STREET, SUITE D
LINCOLN, NE 68516-5841
PHONE: (402) 420-7217
FAX: (402) 420-7218

HIGHCLERE PHASE II

A REPLATTING OF ALL OF LOT 4, HIGHCLERE SUBDIVISION, A SUBDIVISION LOCATED IN THE NORTH 1/2 OF THE SW1/4 OF SECTION 6; AND ALSO TOGETHER WITH PART OF THE NORTH 1/2 OF THE SW1/4 OF SECTION 6; ALL LOCATED IN TOWNSHIP 74 NORTH, RANGE 43 WEST, OF THE 5TH P.M., POTTAWATTAMIE, IOWA.

I HEREBY CERTIFY THAT THE FOLLOWING DOCUMENTS WILL BE RECORDED WITH THE POTTAWATTAMIE COUNTY RECORDER CONTEMPORANEOUSLY WITH THE FILING OF THE FINAL PLAT.

- A. ALL PRIVATE RESTRICTIONS AND/OR COVENANTS, IF ANY, WHICH WILL BE A PART OF THE SUBJECT DEVELOPMENT.
- B. NOTARIZED CERTIFICATION OF OWNER THAT THE SUBDIVISION AS IT APPEARS HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNER.
- C. A NOTARIZED STATEMENT FROM THE MORTGAGE HOLDER OR LIENHOLDER, IF ANY, THAT THE PLAT IS PREPARED WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRE.
- D. A NOTARIZED PARTIAL RELEASE FROM THE MORTGAGE HOLDER OR LIENHOLDER FOR ALL AREAS CONVEYED TO THE GOVERNING BODY OR DEDICATED TO THE PUBLIC.
- E. CERTIFIED RESOLUTION OF EACH GOVERNING BODY APPROVING THE SUBDIVISION OR WAIVING THE RIGHT TO REVIEW. I HEREBY CERTIFY THAT I WILL MEET ALL EQUAL OPPORTUNITY AND FAIR MARKETING OBJECTIVES CONSISTENT WITH FEDERAL, STATE AND LOCAL GUIDELINES.

THE WOODBURY COMPANY, L.L.C.

Robert Hancock IV
BY: ROBERT I. HANCOCK IV

ACKNOWLEDGEMENT OF NOTARY)
COUNTY OF POTTAWATTAMIE)

ON THIS 3rd DAY OF March, 2005, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY CAME ROBERT I. HANCOCK IV, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGES THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

Billie L. Mattern
NOTARY PUBLIC



MY COMMISSION EXPIRES 12/1/05

APPROVAL OF COUNCIL BLUFFS CITY COUNCIL

THIS FINAL PLAT OF HIGHCLERE PHASE II WAS APPROVED BY THE COUNCIL BLUFFS CITY COUNCIL ON THIS 9th DAY OF March, 2005.

Thomas P. Hanafan
THOMAS P. HANAFAN, MAYOR

ATTEST: Cheryl Punterney
CITY CLERK

APPROVAL OF COUNCIL BLUFFS COMMUNITY DEVELOPMENT DEPARTMENT

THIS FINAL PLAT OF HIGHCLERE PHASE II WAS APPROVED BY THE COUNCIL BLUFFS COMMUNITY DEVELOPMENT DEPARTMENT ON THIS 4th DAY OF March, 2005.

Donald Gross
DONALD GROSS, DIRECTOR

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE, THIS 11th DAY OF March, 2005.

Judy Ann Miller
JUDY ANN MILLER, POTTAWATTAMIE COUNTY TREASURER

SURVEYOR'S CERTIFICATE

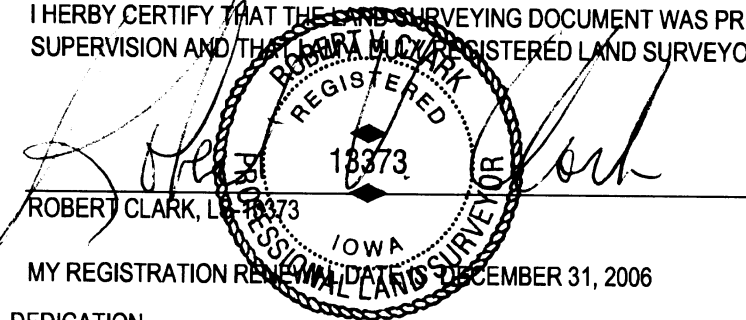
I, ROBERT V. CLARK, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED BELOW, ALL IN POTTAWATTAMIE COUNTY, IOWA, BEING A REPLATTING OF ALL OF LOT 4, HIGHCLERE SUBDIVISION, A SUBDIVISION LOCATED IN THE NORTH 1/2 OF THE SW1/4 SECTION 6; AND ALSO TOGETHER WITH PART OF THE NORTH 1/2 OF THE SW1/4 OF SECTION 6; ALL LOCATED IN TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE N89°39'52"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID SW1/4 OF SECTION 6, A DISTANCE OF 937.14 FEET TO NORTHWEST CORNER OF SAID LOT 4, HIGHCLERE SUBDIVISION, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N89°39'52"E ALONG SAID NORTH LINE OF THE SW1/4 OF SECTION 6, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 4, HIGHCLERE SUBDIVISION, A DISTANCE OF 489.14 FEET TO THE NORTHEAST CORNER OF SAID LOT 4, HIGHCLERE SUBDIVISION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 3, SAID HIGHCLERE SUBDIVISION; THENCE S00°15'58"E ALONG THE EAST LINE OF SAID LOT 4, HIGHCLERE SUBDIVISION, SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 3, HIGHCLERE SUBDIVISION, A DISTANCE OF 571.36 FEET TO A POINT ON THE NORTH LINE OF LOT 2, HIGHCLERE SUBDIVISION, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 3, HIGHCLERE SUBDIVISION; THENCE S89°59'13"W ALONG SAID EAST LINE OF LOT 4, HIGHCLERE SUBDIVISION, SAID LINE ALSO BEING SAID NORTH LINE OF LOT 2, HIGHCLERE SUBDIVISION, A DISTANCE OF 80.00 FEET; THENCE S00°15'50"E ALONG SAID EAST LINE OF LOT 4, HIGHCLERE SUBDIVISION, SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 2, HIGHCLERE SUBDIVISION, A DISTANCE OF 198.44 FEET; THENCE S66°08'32"E ALONG SAID WEST LINE OF LOT 2, HIGHCLERE SUBDIVISION, A DISTANCE OF 87.66 FEET; THENCE S00°15'58"E ALONG SAID WEST LINE OF LOT 2, HIGHCLERE SUBDIVISION, A DISTANCE OF 263.70 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE HARRY LANGDON BOULEVARD (HWY 375); THENCE N66°02'24"W ALONG SAID NORTH RIGHT-OF-WAY LINE HARRY LANGDON BOULEVARD (HWY 375), A DISTANCE OF 238.17 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HARRY LANGDON BOULEVARD (HWY 375) ON A CURVE TO THE RIGHT WITH A RADIUS OF 1860.00 FEET, A DISTANCE OF 228.50 FEET SAID CURVE HAVING A LONG CHORD WHICH BEARS N62°32'19"W, A DISTANCE OF 228.36 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 4, HIGHCLERE SUBDIVISION; THENCE N56°14'34"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HARRY LANGDON BOULEVARD (HWY 375), SAID LINE ALSO BEING SAID SOUTH LINE OF LOT 4, HIGHCLERE SUBDIVISION, A DISTANCE OF 34.70 FEET; THENCE N53°44'52"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HARRY LANGDON BOULEVARD (HWY 375), SAID LINE ALSO BEING SAID SOUTH LINE OF LOT 4, HIGHCLERE SUBDIVISION, A DISTANCE 56.53 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4, HIGHCLERE SUBDIVISION; THENCE N00°02'37"E ALONG THE WEST LINE OF SAID LOT 4, HIGHCLERE SUBDIVISION, A DISTANCE OF 811.36 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 10.347 ACRES OR 450,716 SQUARE FEET, MORE OR LESS.

I FURTHER CERTIFY THAT THE PLAT OF SAID PROPERTY WAS MADE UNDER MY DIRECT PERSONAL SUPERVISION, WITH REFERENCE TO KNOWN MONUMENTS, AND THAT THE PLAT ACCURATELY DESCRIBED ALL DIMENSIONS OF THE SUBDIVISION OF HIGHCLERE PHASE II BY LENGTH AND BREADTH, AND THE BREADTH AND COURSE OF ALL BOUNDARIES CERTIFIED HEREIN.

I HERBY CERTIFY THAT THE LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PREFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.



MARCH 3, 2005
DATE

3 SHEETS

MY REGISTRATION RENEWAL DATE: DECEMBER 31, 2006

DEDICATION

KNOW ALL MEN BY THESE PRESENTS; THAT I, ROBERT I. HANCOCK IV, THE WOODBURY COMPANY, L.L.C., BEING THE SOLE OWNER AND PROPRIETOR OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAS CAUSED SAID PROPERTY TO BE SUBDIVIDED INTO LOTS AS SHOWN, SAID ADDITION TO BE HEREAFTER KNOWN AS HIGHCLERE PHASE II, CONSISTING OF LOTS 15 AND 16, LOTS 1A THRU 14A, LOTS 1B THRU 14B, AND OUTLOTS "A", "B", AND "C" INCLUSIVE. I DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF MY PROPERTY AS SHOWN ON THIS PLAT.

THE WOODBURY COMPANY, L.L.C., DO HEREBY DEDICATE TO THE CITY OF COUNCIL BLUFFS, IOWA, FOR PUBLIC USE, HIGHCLERE LANDMARK DRIVE AND HIGHCLERE LANDMARK CIRCLE. blm

THE WOODBURY COMPANY, L.L.C., HEREBY DEDICATE TO THE CITY OF COUNCIL BLUFFS, IOWA, THE PARCEL OF LAND FOR A SANITARY SEWER, AS SHOWN ON SHEET 2, DO HEREBY DEDICATE TO THE CITY OF COUNCIL BLUFFS, IOWA, THE FOLLOWING PERMANENT STORM SEWER AND DRAINAGE WAY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF STORM SEWER CONDUITS AND APPURTENANCE THERETO AND ANY DRAINAGE SYSTEMS DEEMED NECESSARY BY THE CITY OF COUNCIL BLUFFS, IOWA.

EASEMENTS A, B, C, AND D AS SHOWN ON SHEET ON PLAT.

SAID EASEMENTS ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

- ERECTION OF STRUCTURES PROHIBITED: WOODBURY COMPANY, L. L.C., OR ITS SUCCESSORS OR ASSIGNS SHALL NOT ERECT ANY STRUCTURE OVER OR WITHIN THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.
- CHANGE OF GRADE PROHIBITED: WOODBURY COMPANY, L. L.C., OR ITS SUCCESSORS OR ASSIGNS SHALL NOT CHANGE THE GRADE ELEVATION OR CONTOUR OF ANY PART OF THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.
- RIGHT OF ACCESS: CITY SHALL HAVE THE RIGHT OF ACCESS TO THE EASEMENT AREA AND HAVE ALL RIGHTS OF INGRESS AND EGRESS REASONABLY NECESSARY FOR THE USE AND ENJOYMENT OF THE EASEMENT AREA AS HEREIN DESCRIBED.
- REMOVAL AND REPLACEMENT: THE COST OF REMOVAL AND REPLACEMENT OF ANY UNAUTHORIZED IMPROVEMENT OR STRUCTURES WITHIN THE EASEMENT AREA, NECESSITATED BY THE EXERCISE OF THE RIGHTS UNDER THIS DEDICATION, SHALL BE BORNE BY THE WOODBURY COMPANY, L.L.C., OR THEIR SUCCESSORS OR ASSIGNS.
- SURFACE RESTORATION: CITY'S LIABILITY TO RESTORE THE SURFACE WITHIN THE EASEMENT AREA SHALL BE LIMITED ONLY TO GRADING AND SEEDING.
- DUTY TO REPAIR: CITY AGREES THAT ANY DRAIN TILE, DRIVE OR ACCESS WAY, FENCE, OR YARD OR OTHER IMPROVEMENTS OUTSIDE OF THE EASEMENT AREA WHICH MAY BE DAMAGED AS A RESULT OF ANY ENTRY MADE THROUGH AN EXERCISE OF THE CITY'S RIGHT OF ACCESS, SHALL BE REPAIRED AT NO EXPENSE TO THE WOODBURY COMPANY, L.L.C., OR ITS SUCCESSORS OR ASSIGNS.
- EASEMENT RUNS WITH LAND: THIS EASEMENT SHALL BE DEEMED TO RUN WITH THE LAND AND SHALL BE BINDING ON WOODBURY COMPANY, L. L.C., OR ITS SUCCESSORS AND ASSIGNS.

THE WOODBURY COMPANY, L.L.C., DOES HEREBY SET ASIDE OUTLOTS "A", "B", AND "C" FOR GREEN SPACE AND DRAINAGE AND IS TO BE OWNED AND MAINTAINED BY HIGHCLERE TOWNHOMES OWNERS ASSOCIATION, INC. OR ITS SUCCEORS OR ASSIGNS.

THE WOODBURY COMPANY L.L.C.

Robert Hancock IV
BY: ROBERT I. HANCOCK IV

LINE TABLE		
LINE	LENGTH	BEARING
CH 1	70.36	N57°11'18"E
CH 2	24.46	N57°58'37"E
CH 3	36.85	N24°56'53"E
CH 4	17.31	N06°03'19"E
CH 5	22.25	N11°17'49"E
CH 6	31.07	N38°21'55"E
CH 7	44.21	N76°59'55"E
CH 8	56.57	S50°25'48"E
CH 9	53.21	S07°08'40"W
CH 10	30.83	S50°39'26"W
CH 11	14.68	S57°54'30"W
CH 12	41.81	S24°45'21"W
CH 13	22.72	S30°34'36"E
CH 14	9.45	S69°08'26"E
CH 15	14.79	N72°02'45"W
CH 16	8.54	N64°06'08"W
CH 17	32.81	S77°47'47"W
CH 18	60.35	S57°27'28"W
CH 19	34.63	S57°11'18"W

CENTER-LINE CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	73.45'	53.68'	28.10'	41°52'21"
2	60.50'	42.55'	22.20'	40°17'44"
3	59.21'	16.42'	8.26'	15°53'14"
4	47.30'	50.56'	27.99'	61°14'26"
5	107.65'	70.99'	36.84'	37°47'08"
6	139.94'	96.54'	50.28'	39°31'35"

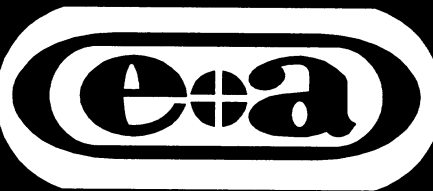
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FINAL PLAT

HIGHCLERE PHASE II

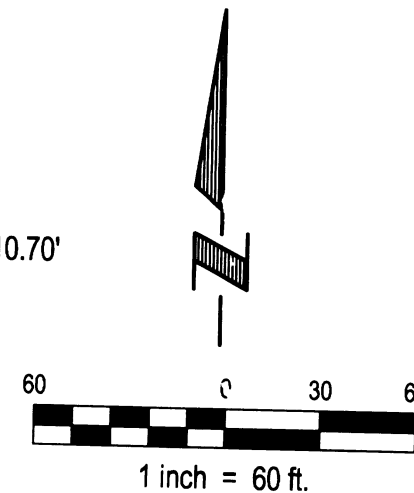
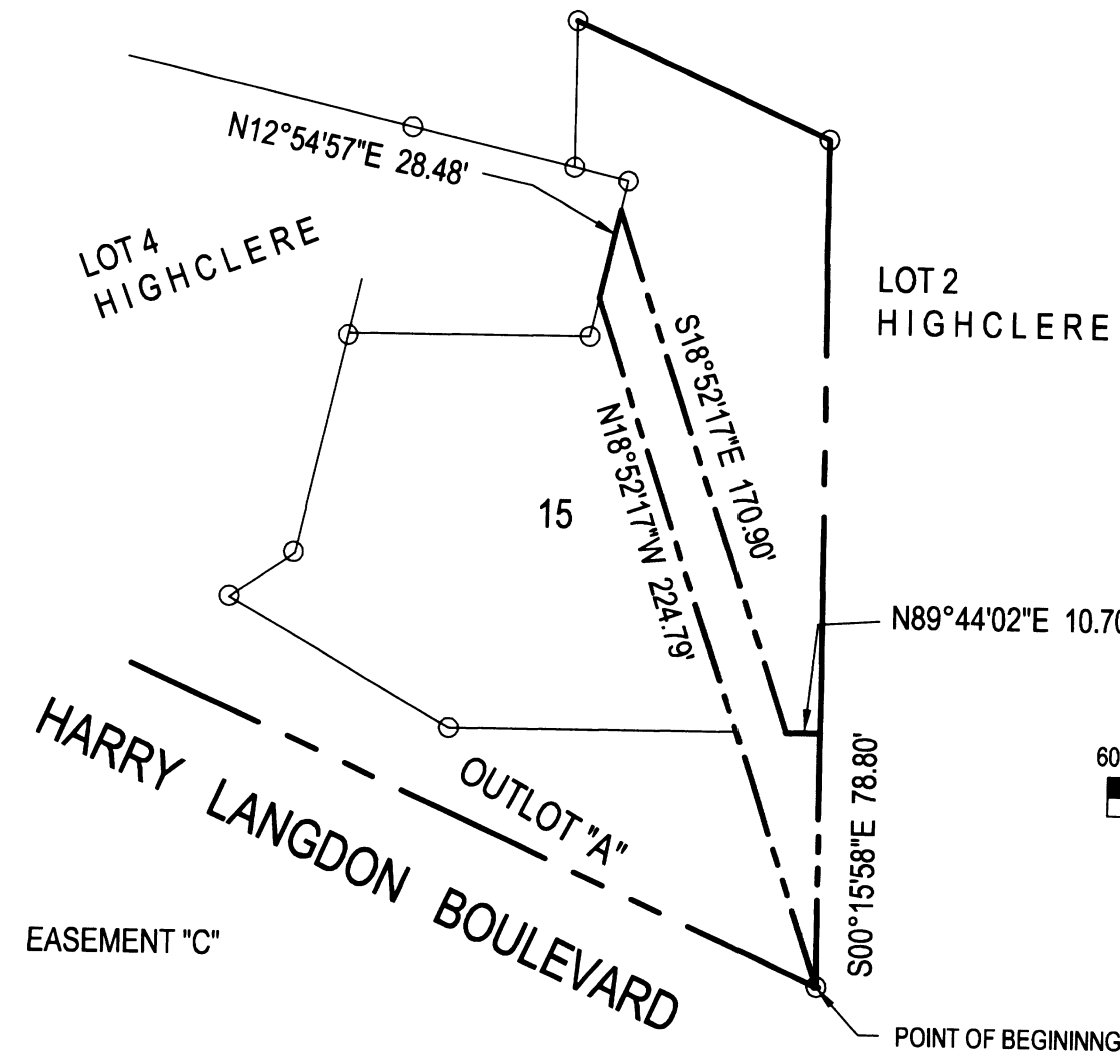
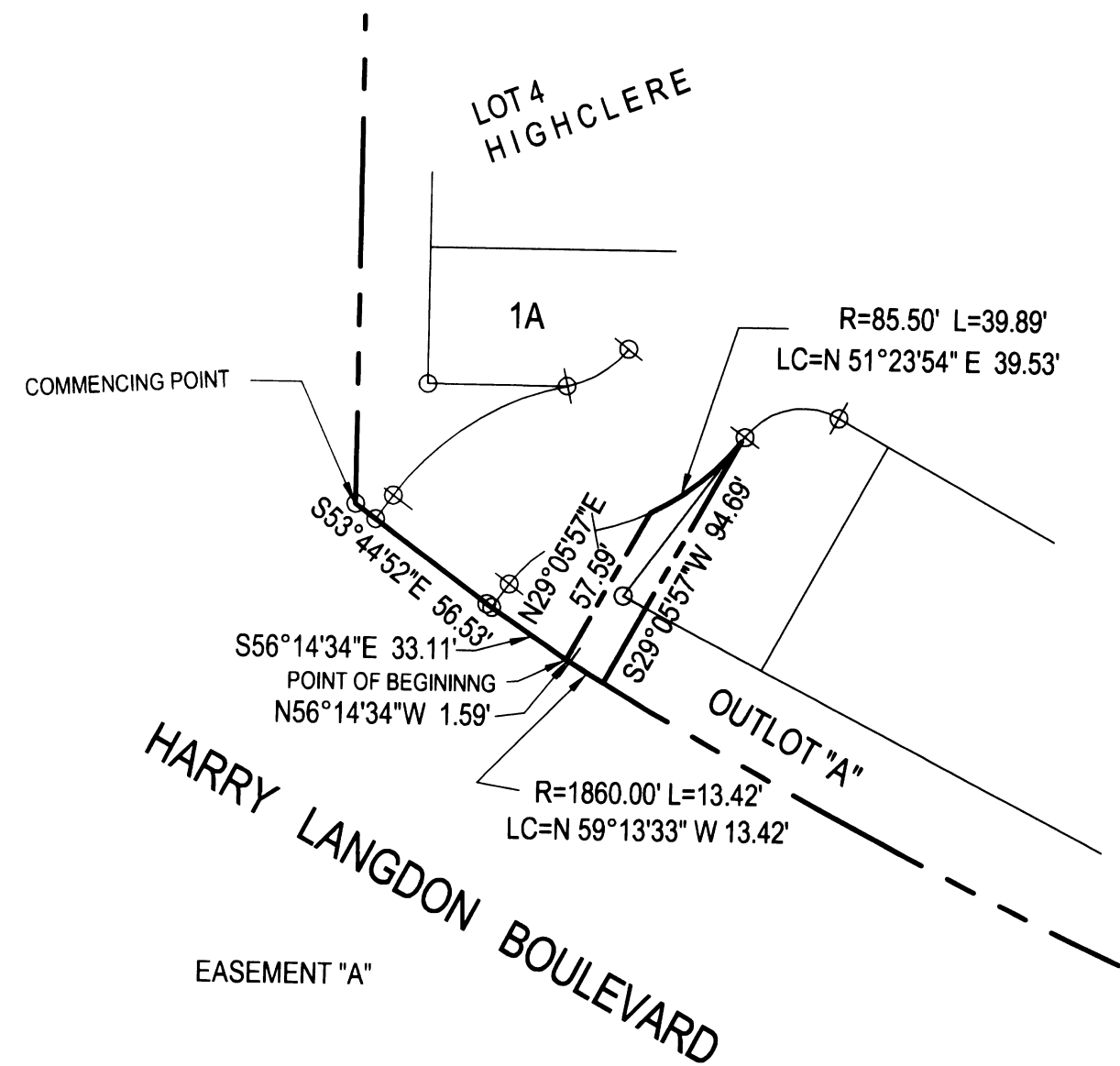
COUNCIL BLUFFS, IOWA



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EASEMENT "A"

A PERMANENT 15.00 FOOT WIDE STORM SEWER EASEMENT LOCATED IN LOT 4, HIGHCLERE SUBDIVISION, A SUBDIVISION LOCATED IN THE NORTH 1/2 OF THE SW1/4 OF SECTION 6, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5 TH P.M., POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4, HIGHCLERE SUBDIVISION, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF HARRY LANGDON BOULEVARD; THENCE S53°44'52"E, (ASSUMED BEARING) ALONG THE SOUTHERLY LINE OF SAID LOT 4, HIGHCLERE SUBDIVISION, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF HARRY LANGDON BOULEVARD, A DISTANCE OF 56.53 FEET; THENCE S56°14'34"E ALONG SAID SOUTHERLY LINE OF LOT 4, HIGHCLERE SUBDIVISION, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF HARRY LANGDON BOULEVARD, A DISTANCE OF 33.11 FEET TO THE POINT OF BEGINNING; THENCE N29°05'57"E, A DISTANCE OF 57.59 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 85.50 FEET, A DISTANCE OF 39.89 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N51°23'54"E, A DISTANCE OF 39.53 FEET; THENCE S29°05'57"W, A DISTANCE OF 84.69 FEET TO A POINT ON SAID SOUTHERLY LINE OF LOT 4, HIGHCLERE SUBDIVISION, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF HARRY LANGDON BOULEVARD; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF LOT 4, HIGHCLERE SUBDIVISION, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF HARRY LANGDON BOULEVARD ON A CURVE TO THE RIGHT WITH A RADIUS OF 1860.00 FEET, A DISTANCE OF 13.42 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N59°13'33"W, A DISTANCE OF 13.42 FEET; THENCE N56°14'34"W, A DISTANCE OF 1.59 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT 15.00 FOOT WIDE STORM SEWER EASEMENT CONTAINS AN AREA OF 1082 SQUARE FEET OR 0.025 ACRES, MORE OR LESS.

EASEMENT "B"

A PERMANENT 15.00 FOOT WIDE STORM SEWER EASEMENT LOCATED IN LOT 4, HIGHCLERE SUBDIVISION, A SUBDIVISION LOCATED IN THE NORTH 1/2 OF THE SW1/4 OF SECTION 6, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5 TH P.M., POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4, HIGHCLERE SUBDIVISION, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF HARRY LANGDON BOULEVARD; THENCE S53°44'52"E (ASSUMED BEARING) ALONG SAID SOUTHERLY LINE OF LOT 4, HIGHCLERE SUBDIVISION, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF HARRY LANGDON BOULEVARD, A DISTANCE OF 56.53 FEET; THENCE S56°14'34"E ALONG SAID SOUTHERLY LINE OF LOT 4, HIGHCLERE SUBDIVISION, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF HARRY LANGDON BOULEVARD, A DISTANCE OF 34.70 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF LOT 4, HIGHCLERE SUBDIVISION, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF HARRY LANGDON BOULEVARD ON A CURVE TO THE LEFT WITH A RADIUS OF 1860.00 FEET, A DISTANCE OF 88.21 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S60°22'40"E, A DISTANCE OF 88.20 FEET; THENCE N28°15'47"E, A DISTANCE OF 32.31 FEET TO THE POINT OF BEGINNING; THENCE N28°48'11"E, A DISTANCE OF 86.09 FEET; THENCE S61°11'49"E, A DISTANCE OF 15.00 FEET; THENCE S28°48'11"W, A DISTANCE OF 86.09 FEET; THENCE N62°55'10"W, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT 15.00 FOOT WIDE STORM SEWER EASEMENT CONTAINS AN AREA OF 1,295 SQUARE FEET OR 0.030 ACRES, MORE OR LESS.

EASEMENT "C"

A PERMANENT 15.00 FOOT WIDE SANITARY SEWER EASEMENT LOCATED IN LOT 2, HIGHCLERE SUBDIVISION, A SUBDIVISION LOCATED IN THE NORTH 1/2 OF THE SW1/4 OF SECTION 6, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5 TH P.M., POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, HIGHCLERE SUBDIVISION, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF HARRY LANGDON BOULEVARD; THENCE N18°52'17"W (ASSUMED BEARING), A DISTANCE OF 224.79 FEET; THENCE N12°54'57"E, A DISTANCE OF 28.48 FEET; THENCE S18°52'17"E, A DISTANCE OF 170.90 FEET; THENCE N89°44'02"E, A DISTANCE OF 10.70 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, HIGHCLERE SUBDIVISION; THENCE S00°15'58"E ALONG SAID WESTERLY LINE OF LOT 2, HIGHCLERE SUBDIVISION, A DISTANCE OF 78.80 FEET TO THE POINT OF BEGINNING.

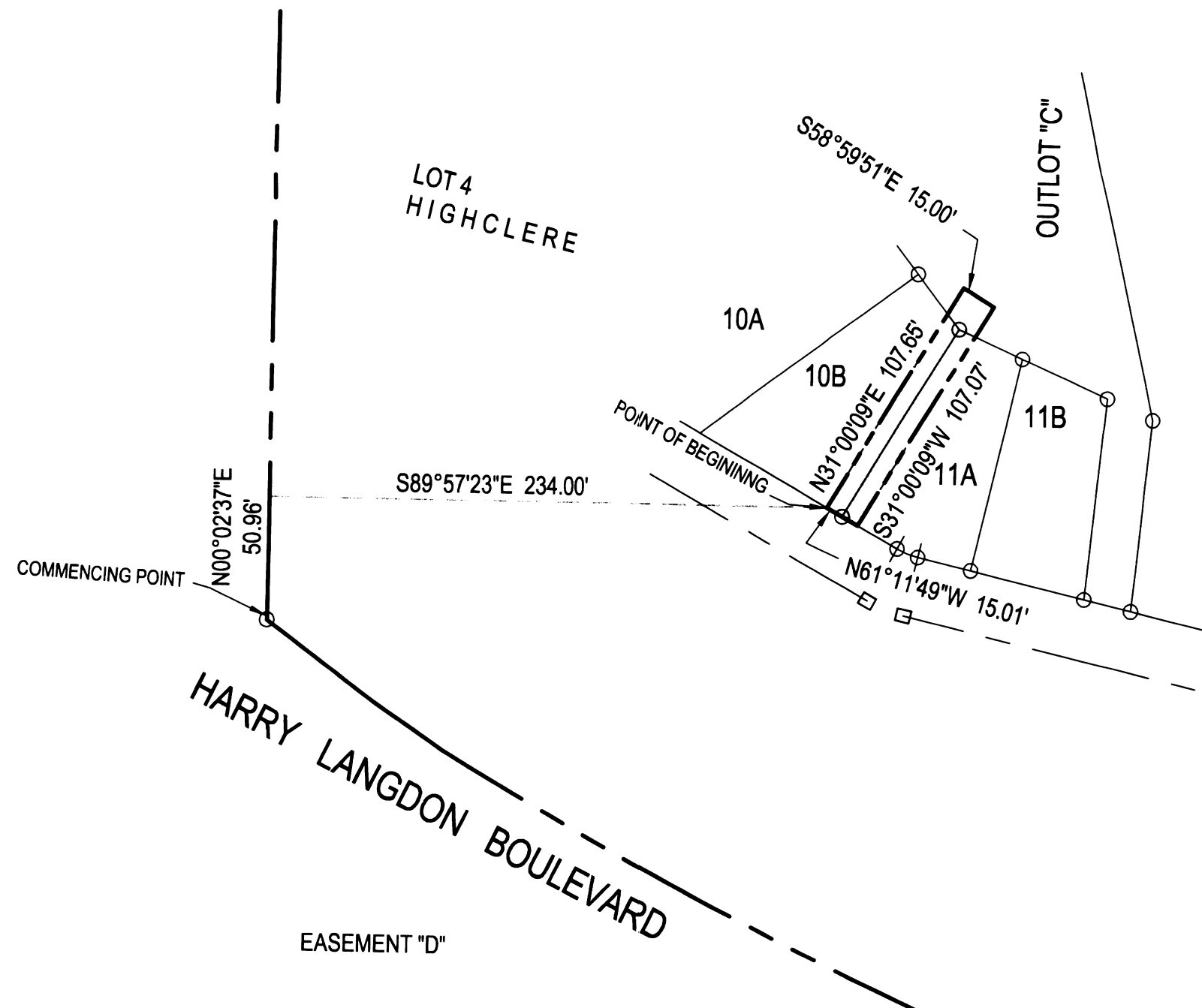
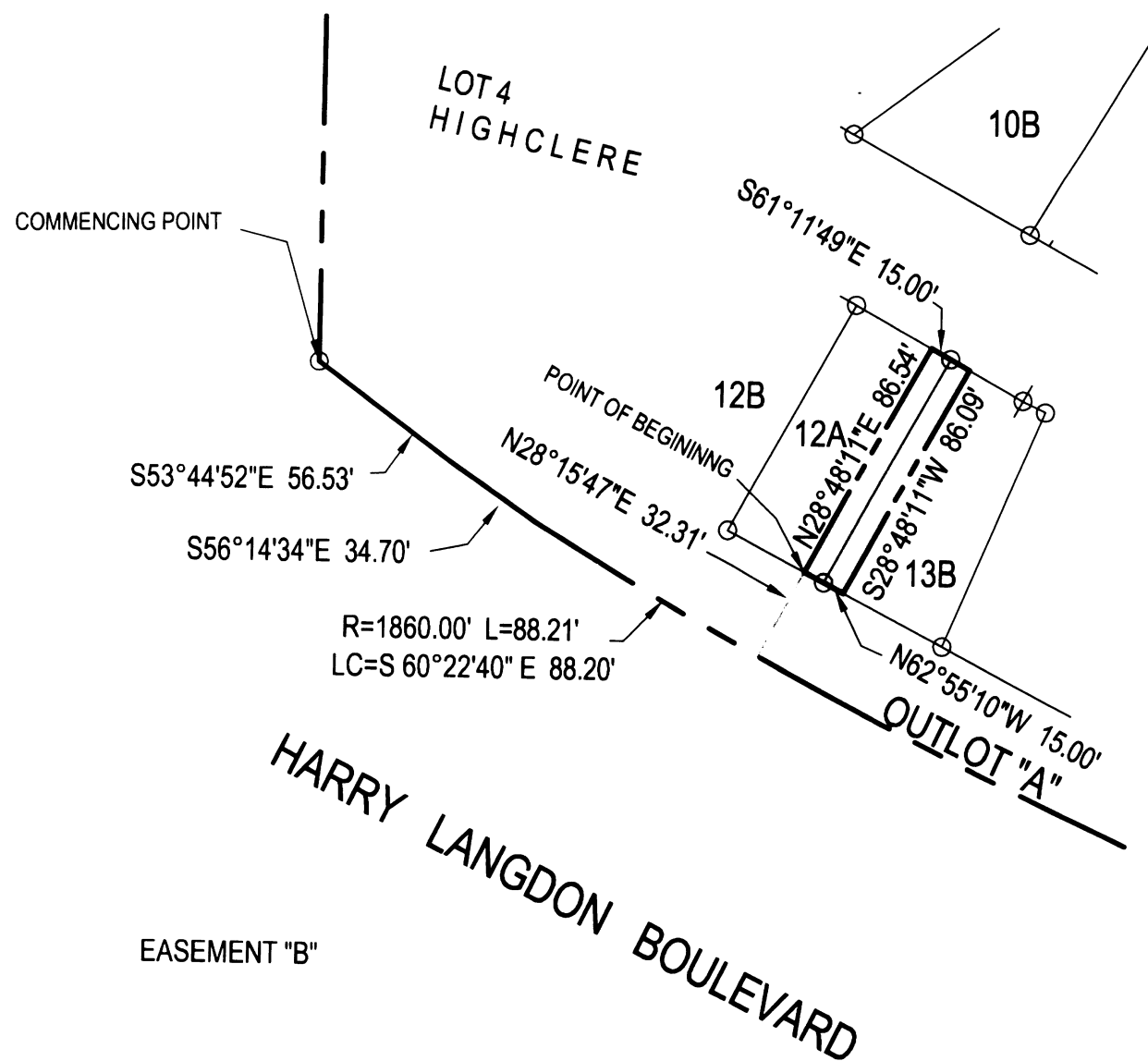
SAID PERMANENT 15.00 FOOT WIDE SANITARY SEWER EASEMENT CONTAINS AN AREA OF 3,389 SQUARE FEET OR 0.078 ACRES, MORE OR LESS.

EASEMENT "D"

A PERMANENT 15.00 FOOT WIDE STORM SEWER EASEMENT LOCATED IN LOT 4, HIGHCLERE SUBDIVISION, A SUBDIVISION LOCATED IN THE NORTH 1/2 OF THE SW1/4 OF SECTION 6, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5 TH P.M., POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4, HIGHCLERE SUBDIVISION, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF HARRY LANGDON BOULEVARD; THENCE N00°02'37"E (ASSUMED BEARING), ALONG THE EAST LINE OF SAID LOT 4, HIGHCLERE SUBDIVISION, A DISTANCE OF 50.96 FEET; THENCE S89°57'23"E, A DISTANCE OF 234.00 FEET TO THE POINT OF BEGINNING; THENCE N31°00'09"E, A DISTANCE OF 107.65 FEET; THENCE S58°59'51"E, A DISTANCE OF 15.00 FEET; THENCE S31°00'09"W, A DISTANCE OF 107.07 FEET; THENCE N61°11'49"W, A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT 15.00 FOOT WIDE STORM SEWER EASEMENT CONTAINS AN AREA OF 1,610 SQUARE FEET, OR 0.037 ACRES, MORE OR LESS.



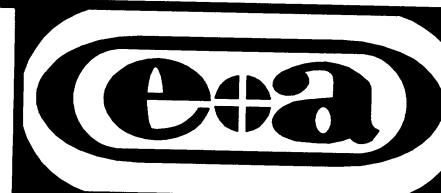
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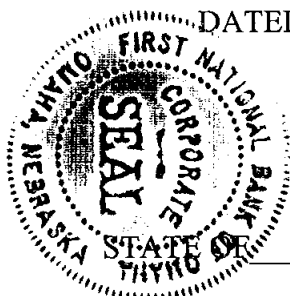
Preparer
Information Deborah L. Petersen of Reilly, Petersen, Hannan & Dreismeier, 215 S. Main St., P.O. Box 1016, Council Bluffs, IA 51502, (712) 328-1575
Individual's Name Street Address City, State Zip Code Phone
Deborah L. Petersen ISBA # 8314 SPACE ABOVE THIS LINE FOR RECORDER

MORTGAGE HOLDER'S STATEMENT

STATE OF Nebraska)
COUNTY OF Douglas) ss.

I, KEITH SWANSON, being first duly sworn, on oath depose and state that I am the 2nd Vice President of First National Bank of Omaha, the holder of a mortgage on the property described in the foregoing Certificate and Dedication of Plat of Highclere Phase II in Council Bluffs, Pottawattamie County, Iowa, and the attached Plat. Said mortgage is dated November 24, 2004, and recorded on December 10, 2004, in Book 105 at Page 10925 of the records of Pottawattamie County, Iowa. I certify that the Plat is prepared with the free consent of First National Bank of Omaha. I further certify that First National Bank of Omaha agrees to release its mortgage on all areas conveyed to the City of Council Bluffs, Iowa or dedicated to the public upon approval of the Final Plat of Highclere Phase II

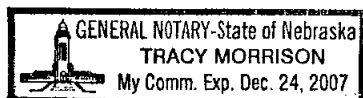
DATED this 2nd day of March, 2005.



Keith Swanson
KEITH SWANSON, 2nd Vice President
First National Bank of Omaha

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss:

On this 3rd day of March, 2005, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared, KEITH SWANSON, to me personally known, who, being by me duly sworn, did say that he is the 2nd Vice President of First National Bank of Omaha, executing the within and foregoing instrument, that the seal affixed hereto is the seal of the corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Keith Swanson, as 2nd Vice President, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation; by it and by him voluntary executed.



Tracy Morrison
NOTARY PUBLIC

Preparer	Craig M. Dreismeier of Reilly, Petersen, Hannan & Dreismeier, 215 S. Main St., PO Box 1016, Council Bluffs, IA 51502, (712) 328-1575			
Information	Individual's Name	Street Address	City, State	Zip Code Phone
Craig M. Dreismeier ISBA # 13615		SPACE ABOVE THIS LINE FOR RECORDER		

ATTORNEY'S OPINION WITH RESPECT TO HIGHCLERE PHASE II

Abstract Opinion No. 970

TO THE COUNTY RECORDER OF POTTAWATTAMIE COUNTY:

At your request, we have examined the abstract of title to the following described real estate in Pottawattamie County, Iowa, for the purpose of platting, to-wit:

Lot 4 Highclere Subdivision, a Subdivision located in the N1/2 of the SW1/4 of Section 6; and also together with part of the N1/2 of the SW1/4 of Section 6; all located in Township 74, Range 43, Pottawattamie County, Iowa, more particularly described as follows:

Commencing at the W1/4 corner of said Section 6; thence N 89° 39' 52" E (assumed bearing) along the North line of said SW1/4 of Section 6, a distance of 937.14 feet to NW corner of said Lot 4, Highclere Subdivision, said point also being the point of beginning; thence continuing N 89° 39' 52" E along said North line of the SW1/4 of Section 6, said line also being the North line of said Lot 4, Highclere Subdivision, a distance of 489.14 feet to the NE corner of said Lot 4, Highclere Subdivision, said point also being the NW corner of Lot 3, said Highclere Subdivision; thence S 00° 15' 58" E along the East line of said Lot 4, Highclere Subdivision, said line also being the West line of said Lot 3, Highclere Subdivision, a distance of 571.36 feet to a point on the North line of Lot 2, Highclere Subdivision, said point also being the SW corner of said Lot 3, Highclere Subdivision; thence S 89° 59' 13" W along said East line of Lot 4, Highclere Subdivision, said line also being the Said North line of Lot 2, Highclere Subdivision, a distance of 80.00 feet; thence S 00° 15' 50" E along said East line of Lot 4, Highclere Subdivision, said line also being the West line of said Lot 2, Highclere Subdivision, a distance of 198.44 feet; thence S 66° 08' 32" E along said West line of Lot 2, Highclere Subdivision, a distance of 87.66 feet; thence S 00° 15' 58" E along said West line of Lot 2, Highclere Subdivision, a distance of 263.70 feet to a point on the Northerly Right-of-Way line Harry Langdon Boulevard (Hwy 375); thence N 66° 02' 24" W along said North Right-of-Way line Harry Langdon Boulevard (Hwy 375), a distance of 238.17 feet; thence Northwesterly along said Northerly Right-of-Way line of Harry Langdon Boulevard (Hwy 375) on a curve to the right with a radius of 1860.00 feet, a distance of 228.50 feet said curve having a long chord which bears N 62° 32' 19" W, a distance of 228.36 feet to a point on the South line of said Lot 4, Highclere Subdivision; thence N 56° 14' 34" W along said Northerly Right-of-Way line of Harry Langdon Boulevard (Hwy 375), said line also being said South line of Lot 4, Highclere Subdivision, a distance of 34.70 feet; thence N 53° 44' 52" W along said Northerly Right-of-Way line of Harry Langdon Boulevard (Hwy 375), said line also being said South line of Lot 4, Highclere Subdivision, a distance of 56.53 feet to the SW corner of said Lot 4, Highclere Subdivision, thence N 00° 02' 37" E along the West line of said Lot 4, Highclere Subdivision, a distance of 811.36 feet to the point of beginning.

Abstract Opinion No. 970

The abstract has been prepared by the Abstract Guaranty Company and is dated January 21, 2005, at 8:00 a.m. The abstract is in one part, contains 55 entries and commences with the Marketable Title Act at Entry number 1.

We find marketable title to be in the WOODBURY COMPANY II, L.L.C. , a Nebraska Limited Liability Company, by virtue of a Warranty Deed for part of the property shown at Entry No. 37, which Deed is dated March 3, 2000, and was filed for record on March 28, 2000, Book 100, Page 44590 of the records of Pottawattamie County, Iowa, and by virtue of a Warranty Deed for the other part of the property shown at Entry No. 42, which Deed is dated March 3, 2000, and was filed for record on March 28, 2000, Book 100, Page 44592 of the records of Pottawattamie County, Iowa, subject, however, to the following:

1. At Entry No. 45 of the abstract, is shown a Mortgage, Security Agreement and Assignment of Rents & Leases in favor of First National Bank of Omaha. The document is dated November 24, 2004, and was filed for record on December 10, 2004, in Book 105, Page 10925 of the records of Pottawattamie County, Iowa. This Mortgage, Security Agreement and Assignment of Rents & Leases constitutes a first mortgage lien against the property under examination. It contains numerous provisions and for further particulars you are referred to the document.

2. At Entry No. 56 of the abstract are shown the General Taxes for the property under examination. The General Taxes for the year 2003 and prior years are paid in full.

The abstracter has stated that it is no longer possible for that company to certify to special assessments and/or unpaid fees for services for sewer systems, storm water drainage systems, sewage treatment, solid waste collections, water and solid waste disposal, which have been certified to the County Treasurer for collection unless these charges have been entered on the tax books. The abstracter will continue to show all those which are on the tax books.

This opinion is expressed as of March 11, 2005.



CRAIG M. DREISMEIER
Reilly, Petersen, Hannan & Dreismeier, P.L.C.
215 South Main Street; P.O. Box 1016
Council Bluffs, IA 51502-1016

CERTIFICATE AND RECEIPT

=====

STATE OF IOWA

} ss.

Pottawattamie County,

The undersigned, Clerk of the City of Council Bluffs, Iowa, hereby certifies that
Resolution 04-311 and Attachment "A" are as the same appears of record in this office.

Witness my hand and seal of the City of Council Bluffs, Iowa,
this 10th day of March A.D. 2005

Cheryl Puntigam
City Clerk of the City of Council Bluffs, Iowa

=====

14009
RECORDING FEE 20.00
AUDITOR FEE
RMA FEE 1.00 ECOM 1.00

FILED FOR RECORD
POTTAWATTAMIE CO. IA.

05 JAN 27 AM 9:18

JOHN SCIORTINO
RECORDER

Prepared by: City of Council Bluffs Legal Department, 209 Pearl Street, Council Bluffs, Iowa 51503 (712) 328-4620
Return to: City Clerk, 209 Pearl Street, Council Bluffs, Iowa 51503 (712) 328-4616

RESOLUTION NO. 04-311

A RESOLUTION granting final plat approval for a residential cluster subdivision to be known as Highclere, Phase II.

WHEREAS, The Woodbury Company II, L.L.C. has requested final plat approval for a residential cluster subdivision located north of Harry Langdon Boulevard, west of the Highclere Apartments; and

WHEREAS, the preliminary plan for the proposed subdivision was approved on June 28, 2004, by Resolution No. 04-164; and

WHEREAS, the proposed subdivision is consistent with the approved preliminary plan; and

WHEREAS, the appropriate City departments and utilities have reviewed the final plat; and

WHEREAS, the Community Development Department recommends approval of the final plat for Highclere Phase II, as shown on Attachment "A", subject to the following conditions:

1. All technical corrections required by the Community Development Department and/or Public Works Department shall be made on the final plat document prior to execution of the document.
2. Sidewalks shall be installed, at no expense to the City, concurrent with the construction of residential structures prior to the issuance of a Certificate of Occupancy for each residence. Sidewalk shall be installed along the street frontage of all areas which do not adjoin a residential building lot including Lot 15, Lot 16, and along both sides of the entrance road from Harry Langdon Boulevard, after the installation of all utilities. The estimated amounts for this installation shall be included in the Letter of Credit. A sidewalk shall be extended from the swimming pool to the apartment complex. A plan showing the placement of the walkway shall be submitted for approval by the Director of the Community Development Department prior to the construction.
3. The developer shall convey to the City a conservation easement for Lot 16 or convey Lot 16 in fee to the Iowa Natural Heritage Foundation, the Loess Hills Preservation Commission, or a similar entity for preservation on or before December 31, 2005.
4. All public improvements shall be installed and accepted by the City, or the City shall be in receipt of a letter of credit in the amount of \$474,699.58, sufficient to finish all required public improvements not yet completed and/or certified and accepted by the Public Works Department. Prior to execution of the final plat, the Community Development shall be in receipt of the guarantee agreement.
5. Prior to executing the final plat, the applicant shall provide the Community Development Department with a copy of the covenants applicable to the subdivision. Covenants shall be recorded concurrent with the final plat.
6. The developer shall provide the City with two sets of as-built construction drawings and a two-year maintenance bond, effective upon acceptance of all required improvements.
7. All fire hydrants shall be active and accessible prior to any framing activity in the subdivision.

BK 105PG13965

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA:

That the final plat for Highclere Phase II, as shown on Attachment "A", is hereby approved,
subject to the conditions set forth above; and


BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized and directed to endorse the final plat.

ADOPTED
AND December 13, 2004
APPROVED



THOMAS P. HANAFAN Mayor

Attest: 

CHERYL PUNTENEY City Clerk

Planning Case No. SUB-04-013

A REPLATTING OF ALL OF LOT 4 HIGHCLERE SUBDIVISION, A SUBDIVISION LOCATED IN THE NORTH 1/2 OF THE SW 1/4, SECTION 8; AND ALSO TOGETHER WITH PART OF THE NORTH 1/2 OF THE SW 1/4 OF SECTION 8; ALL LOCATED IN TOWNSHIP 74 NORTH, RANGE 43 WEST, OF THE 5TH P.M.,
POTTAWATTAMIE, IOWA.

SURVEYOR'S CERTIFICATE

1. ROBERT V. CLARK, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED BELOW, ALL IN POTTSWANTHAME COUNTY, IOWA, BEING A RELATION OF ALL OF LOT 4, HIGHLEVE SUBDIVISION, A SUBDIVISION LOCATED IN THE NORTH 1/2 OF THE S1/4 SECTION 6, AND ALSO TOGETHER WITH PART OF THE NORTH 1/2 OF THE S1/4 OF SECTION 6, ALL LOCATED IN TOWNSHIP 24 NORTH, RANGE 43 WEST OF THE 5TH P.M., POTTSWANTHAME COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

SAID TRACT OF LAND CONTAINS AN AREA OF 10.347 ACRES OR 450,718 SQUARE FEET, MORE OR LESS.

I FURTHER CERTIFY THAT THE PLAT OF SAID PROPERTY WAS MADE UNDER MY DIRECT PERSONAL SUPERVISION, WITH REFERENCE TO KNOWN MONUMENTS, AND THAT THE PLAT ACCURATELY DESCRIBED ALL DIMENSIONS OF THE SUBDIVISION OF HIGH-CLINE PHASE II BY LENGTH AND BREADTH, AND THE BREADTH AND COURSE OF ALL BOUNDARIES CERTIFIED HEREIN.

I HEREBY CERTIFY THAT THE LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

DATE	MY REGISTRATION RENEWAL DATE IS DECEMBER 31, 2004
ROBERT CLARK, LS-13373	

LINE TABLE	
LINE	BEARING
CH-1	NET-177°E
CH-2	NET-177°E
CH-3	NET-153°E
CH-4	NET-153°E
CH-5	NET-176°E
CH-6	NET-135°E
CH-7	NET-153°E
CH-8	NET-153°E
CH-9	NET-176°E
CH-10	NET-176°E
CH-11	NET-176°E
CH-12	NET-153°E
CH-13	NET-153°E
CH-14	NET-153°E
CH-15	NET-153°E
CH-16	NET-153°E
CH-17	NET-176°E
CH-18	NET-176°E
CH-19	NET-176°E

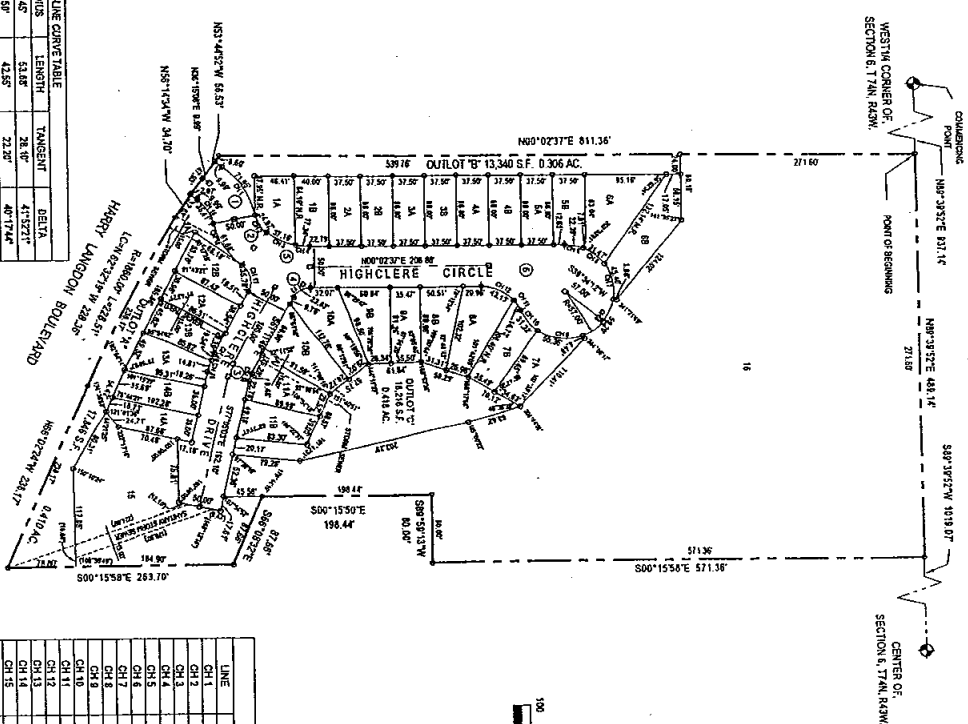
LEGEND

- PINS FOUND
- PINS SET, 5/8" X 30" REBAR WITH ALUMINUM CAP #1337
- PINS SET, 5/8" STEEL PLUG
- (P) PLAT DIMENSION
- (S) SUPPLY DIMENSION
- (M) RECORDED
- ◆ SECTION CORNER ROUND
- (A) SANITARY STORAGE TOWER
- (B) STORAGE TOWER

CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	73.65'	53.88'	28.46'	41°52'21"
	60.59'	42.55'	22.20'	40°17'44"
3	15.23'	16.47'	8.26'	55°51'
4	47.30'	50.56'	27.86'	61°14'28"
5	101.85'	70.09'	36.84'	37°47'08"
6	138.84'	86.57'	50.16'	30°33'55"

NOTES:

2. ALL LOT LINES ARE EQUAL TO CATERED STREETS
3. A PERPETUAL EASEMENT IS GRANTED ALONG THE SIDE LOT LINES OF LOTS 5 AND 10 TO BE USED FOR INSTALLATION AND MAINTENANCE OF THE FRONT AND REAR LOT LINES OF ALL LOTS OF THE PROPERTY
4. THE FRONT AND REAR LOT LINES OF ALL LOTS OF THE PROPERTY ARE TO BE BUILT UP TO THE FRONT AND REAR LOT LINES AND TO BE BUILT UP TO THE LOTS ADJACENT THERE
5. PROTECTING CONCRETE CONDUCTIONS AND RESTRICTIONS HAVE BEEN PREPARED FOR THE DEVELOPMENT AND WILL BE MAINTAINED BY THE DEVELOPER
6. RECORDING SHALL COMPLY WITH THE TOWN PLAN
7. A LINE (3) FROM INTERIOR SIDE AND SETBACK VARIANCE WOULD ALLOW HOUSES TO BE BUILT UP TO THE (3) FEET FROM THE INTERIOR SIDE PROPERTY LINE



500 0 50 100
1 inch = 100 ft

FINAL PLAT

HIGHCLERE PHASE I

COUNCIL BLUFFS, IOWA



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS

7130 SOUTH 29TH STREET, SUITE 0

LINCOLN, NE 68518-564

12001 Q STREET
OMAHA NE 68137
PHONE: (402) 895-4700
FAX: (402) 895-3598

Prepared By

and Return to: Deborah L. Petersen of Reilly, Petersen, Hannan & Dreismeier, 215 S. Main, PO Box 1016, Council Bluffs, IA 51502, (712) 328-1575

Individual's Name

Street Address

City, State Zip Code

Phone

**PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
HIGHCLERE PHASE II**

The following covenants, conditions, restrictions and easements are hereby imposed upon the following described real estate and are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 21 years from the date of recording, after which time said covenants shall be automatically extended for successive periods of 21 years by at least one Lot Owner properly filing a claim once every 21 years. These covenants may be amended by a majority of the then owners of the Lots, agreeing to change said covenants in whole or in part, subject to the Developer's rights to amend:

Lots 1A through 14A, Lots 1B through 14B, and Outlots "A", "B", and "C", Highclere Phase II, a subdivision in the City of Council Bluffs, Pottawattamie County, Iowa, as surveyed, platted and recorded.

By acceptance of the conveyance of said Lot or Lots, the grantee, in consideration of the premises, binds himself or herself, and his or her heirs, executors and administrators, successors, assigns, and grantees, to strictly observe and perform all of the restrictions and covenants herein contained.

Invalidation of any one of the covenants herein contained by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

1. All Lots described herein shall be known, described and used solely as residential

Lots; any structure erected on any residential building Lot shall be a single family dwelling (as part of a duplex) not to exceed two stories in height.

2. Any fences or hedges shall be approved by the Developer.

3. No receptacle for mail shall be erected unless the mailbox shall be constructed of new materials and be placed upon such parts of the Lot as approved by the postal authorities and the Developer.

4. No structure shall be erected, altered, placed or permitted to remain on any residential building Lot, as herein defined, other than one single-family dwelling (as part of a duplex) not to exceed two stories in height and a private garage.

5. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside radio, television or other electronic antenna or aerial shall be erected on any Lot without the written consent of the Developer.

6. Boats, camping trailers, automobiles, auto-drawn trailers, trucks, motorized mobile homes or recreational vehicles may not be stored on the premises, except in the enclosed garages.

7. No repair of automobiles will be permitted outside of garages on any Lot at any time; nor will any vehicle offensive to the neighborhood be visibly stored, parked or abandoned in the neighborhood.

8. All construction plans and plot plans showing the locations and designs of all

structures must be submitted to the Developer, who shall consider such plans and materials, exterior design and colors, and location of the improvements on the building Lot. If acceptable to Developer, the Developer shall approve such plans; provided that the Developer specifically reserves the right to deny permission to construct any type of structure, use any exterior color, or make any improvement which it determines will not conform to the master plan for the development of the subdivision.

9. No advertising signs, home office or occupation signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six square feet advertising a Lot as "For Sale". The Developer is not limited by this provision and may maintain such signs as Developer desires on the property.

10. Produce or vegetable gardens may only be maintained in the rear yard.

11. No garbage or trash cans or containers shall be permitted unless screened from view, except for pickup purposes and within 12 hours of the scheduled pickup time.

12. All utility service lines from each Lot line to a dwelling or other improvement shall be underground.

13. These covenants may be enforced by any property owner in the subdivision.

14. The term "Developer" shall mean Woodbury Company II, LLC, a Nebraska Limited Liability Company, its successors and assigns. Developer may name three property owners to serve as Developer under the terms and conditions hereof. Vacancies in the number of property owners

serving as "Developer" shall be filled by majority vote of the remaining members "serving as Developer". Each member serving as Developer shall serve until his or her successor is so elected.

15. Developer expressly reserves for itself, until 90% of the Lots are sold, the right to amend these covenants, easements and restrictions, in any way Developer may desire.

16. Townhome Owner's Organization. Each Lot Owner shall be a member of Highclere Townhomes Association, Inc. and shall have one vote for each Lot. The Developer shall be entitled to twenty (20) votes for each Lot it owns.

The Lot Owners and the Developer (so long as it owns any Lot) shall be entitled to vote in the determination of the following issues:

a. The approval of a maintenance contract with Woodbury Company II, LLC, and its successors, to provide all necessary minimum maintenance services to the subdivision.

b. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of the Common Facilities for the general use, benefit and enjoyment of the Lot Owners and the maintenance and repair of the improvements to the Lots as set forth herein. Common Facilities may include recreational facilities such as swimming pools, tennis courts, playgrounds and parks' common sprinkler systems; dedicated and non-dedicated roads, paths, ways and green areas; signs, fencing and entrances; and any other common improvement or area which primarily benefits the Lot Owners. The Common Facilities may be situated on property owned or leased by the Townhome Association or on dedicated property

or property subject to Easements accepted by and benefitting the Lot Owners.

c. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided that such rules and regulations are uniformly applied to all Lot Owners. The rules and regulations may regulate, limit and restrict the use of the Common Facilities to Lot Owners, their families, their guests and others as determined by the Lot Owners.

d. The exercise, promotion, enhancement and protections of the privileges and interests of the Lot Owners; and the protection and maintenance of the residential nature of the Lots identified above.

e. The creation and funding of an account in the Townhome Association, including the determination of the amount of any monthly dues to be paid to said account in the Townhome Association for the performance of the duties, obligations and responsibilities set forth herein, as well as the determination of any annual assessments for the services needed for the Lots and the Common Facilities in addition to any annual assessments for all Lot Owners. The funding shall also include funds sufficient to pay Woodbury Company II, LLC, and its successors, for its services under the maintenance contract referred to above in subparagraph (a) of this paragraph. Any such dues or assessments shall be treated as assessments by the Townhome Association and shall be governed by all provisions herein, including the lien provisions. The Townhome Association shall maintain a separate account for the funds referred to herein, said funds to be collected and

disbursed only upon vote by the Lot Owners.

17. Assessments. (a) The Developer for each Lot owned within the Properties as defined herein, hereby covenants and each owner of any Lot by acceptance of a deed therefor, whether or not regular annual assessments are assessed for the charges for the purposes hereinafter set forth to pay assessments levied by the Association as hereafter provided, which assessments, together with interest costs, and reasonable attorney's fees shall be and constitute, until paid, a continuing charge against and a lien upon such townhome or property against which each such assessment is made.

(b) The assessment levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members, to maintain, repair and replace when necessary the Highclere Phase II subdivision landscaping and lighting, and the landscaping, fencing, lighting and signage, or any other improvements to any common areas therein.

(c) Before each fiscal year, the Board of Directors of the Association shall adopt and fix, in reasonably itemized detail an annual budget, for the then anticipated fiscal affairs and general operations for the Association for that year, and shall levy and collect annual assessments from each Lot owner, which shall be sufficient to fund the budget for the fiscal year.

(d) The regular annual assessments provided for herein shall commence as to all Lots on the first day of the month following the filing of this Declaration. The first regular annual assessment shall be adjusted according to the number of months remaining in the calendar year. The

Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

(e) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent annum. The Association may foreclose the lien against the property in the same manner as provided by law for foreclosures of mortgages.

(f) The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

(g) In addition to the regular annual assessments, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any common area, including fixtures and personal property related thereto, and related facilities.

(h) Assessments and dues shall be fixed at a uniform rate as to all Lots.

(i) The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on

a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

(j) Notwithstanding the above requirements regarding the payment of assessments, Lots owned by the Developer and held for sale shall not be subject to the payment of any assessments until they are sold.

DATED this 31st day of January, 2005.

WOODBURY COMPANY II, LLC

By Robert Hancock IV
ROBERT HANCOCK, IV