

FOX RUN LANDING

FILED FOR RECORD
POTAWATTAMIE CO. IA.

032

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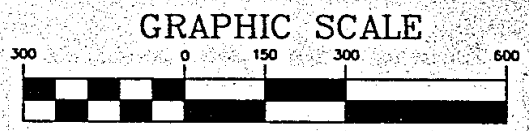
OCT 16 2000

JOHN SCIORTINO
RECORDER 5805

INST # _____
RECORDING FEE 455.00
AUDITOR FEE _____
RMA FEE _____

LOTS 1 THRU 118 INCLUSIVE AND OUTLOT 1

Being a platting of part of the East 1/2 of the SW 1/4 of Section 15; and also together with part of the West 1/2 of the SE 1/4 of said Section 15; and also together with part of the South 1/2 of the NW 1/4 of said Section 15; and also together with part of the East 1/2 of the SE 1/4 of Section 16; all located in Township 74 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa.

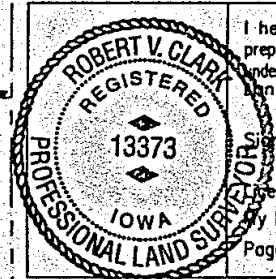
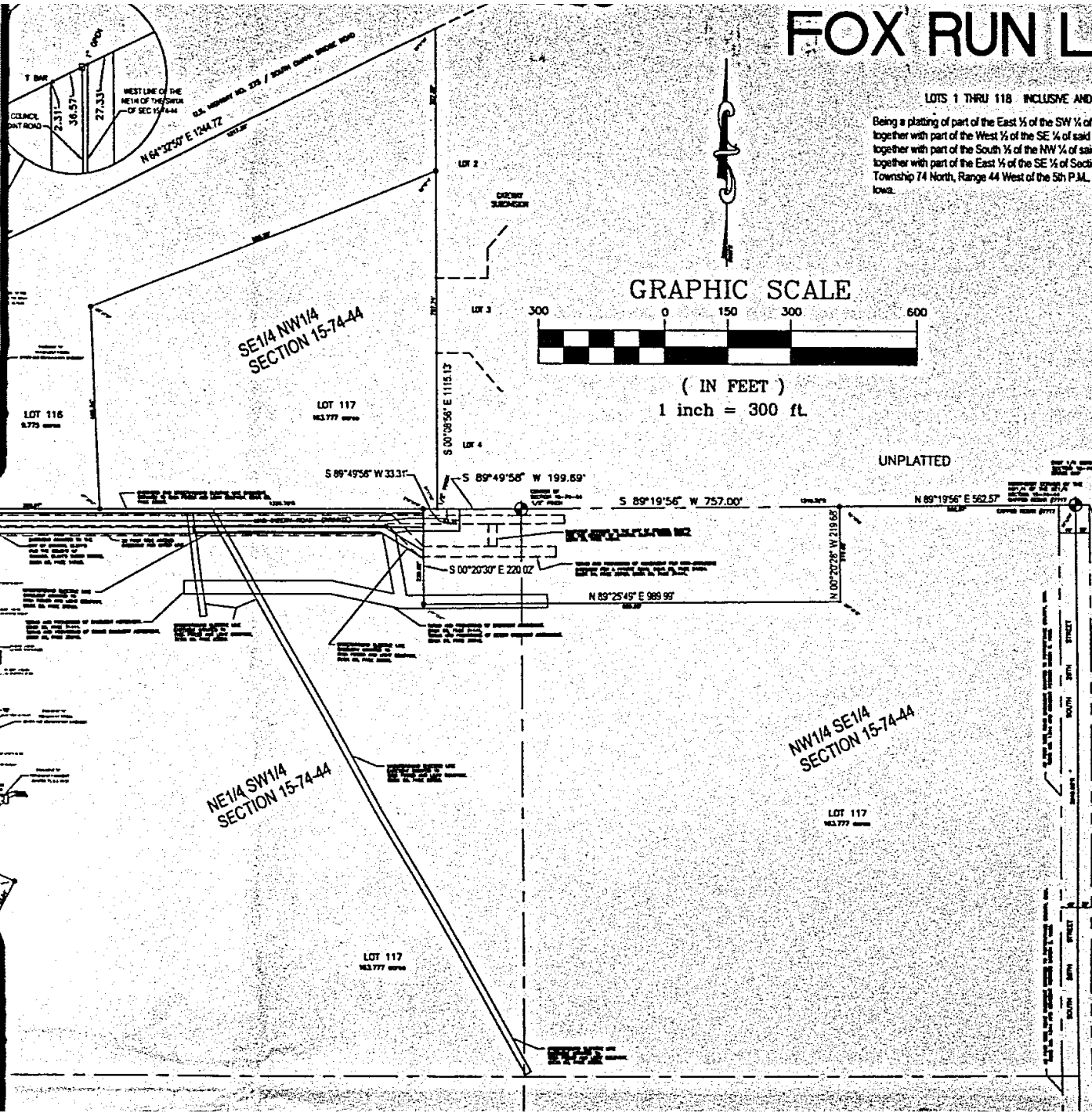


LEGAL DESCRIPTION

A tract of land located in part of the SW 1/4 of Section 15; and also together with part of the West 1/2 of the SE 1/4 of said Section 15; and also together with part of the South 1/2 of the NW 1/4 of said Section 15; and also together with part of the East 1/2 of the SE 1/4 of Section 16; all located in Township 74 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa, more particularly described as follows:

Commencing at the Southeast corner of the SW 1/4 of the SW 1/4 of Section 15; thence N00°28'17"W (assumed bearing) along the West Line of said East 1/2 of the SW 1/4 of Section 15; a distance of 33.00 feet to a point on the North Right-of-Way line of 55th Avenue, said point also being the point of beginning; thence S89°52'40"W along said North Right-of-Way Line of 55th Avenue, a distance of 1319.41 feet; thence S89°58'54"W along said North Right-of-Way Line of 55th Avenue, a distance of 1287.27 feet to the point of intersection of said North Right-of-Way line of 55th Avenue and the East Right-of-Way line of 36th Street; thence N00°14'23"W along said East Right-of-Way line of 36th Street, a distance of 1929.41 feet to the point of intersection of said East Right-of-Way line of 36th Street and the Southerly Right-of-Way Line of U.S. Highway 275; thence N64°31'25"E along said Southerly Right-of-Way Line of U.S. Highway 275, a distance of 1453.54 feet; thence N00°21'02"W along said Southerly Right-of-Way Line of U.S. Highway 275, a distance of 27.61 feet; thence N64°30'38"E along said Southerly Right-of-Way Line of U.S. Highway 275, a distance of 1419.66 feet; thence N64°32'50"E along said Southerly Right-of-Way Line of U.S. Highway 275, a distance of 1244.72 feet to the Northwest corner of Gateway Subdivision, a subdivision located in the NW 1/4 of said Section 15; thence S00°08'56"E along the West line of said Gateway Subdivision, a distance of 1115.13 feet to a point on the North line of said SW 1/4 of Section 15; thence S89°49'58"W along said North line of the SW 1/4 of Section 15, a distance of 33.31 feet; thence S00°20'30"E, a distance of 220.02 feet; thence N89°25'49"E, a distance of 989.99 feet; thence N00°20'28"W, a distance of 219.58 feet to a point on the North line of said SE 1/4 of Section 15; thence N89°19'56"E along said North line of the SE 1/4 of Section 15, a distance of 562.57 feet to the Northeast corner of the NW 1/4 of the SE 1/4 of Section 15; thence S00°22'10"E along the East line of said SE 1/4 of Section 15, a distance of 2613.99 feet to a point on said North Right-of-Way line of 55th Avenue; thence S89°37'52"W, along said North Right-of-Way line of 55th Avenue, a distance of 1321.76 feet to a point on the West line of said SE 1/4 of Section 15; thence S89°51'28"W along said North Right-of-Way line of 55th Avenue, a distance of 1319.67 feet to the point of beginning.

Said tract of land contains an area of 14,295,490 square feet or 328.179 acres, more or less.



I hereby certify that this 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.

Signature: Robert V. Clark Date: 10-12-00
Robert V. Clark
License Number: 13373
My License renewal date is December 31, 2000.
Pages or sheets covered by this seal: 12 PAGES

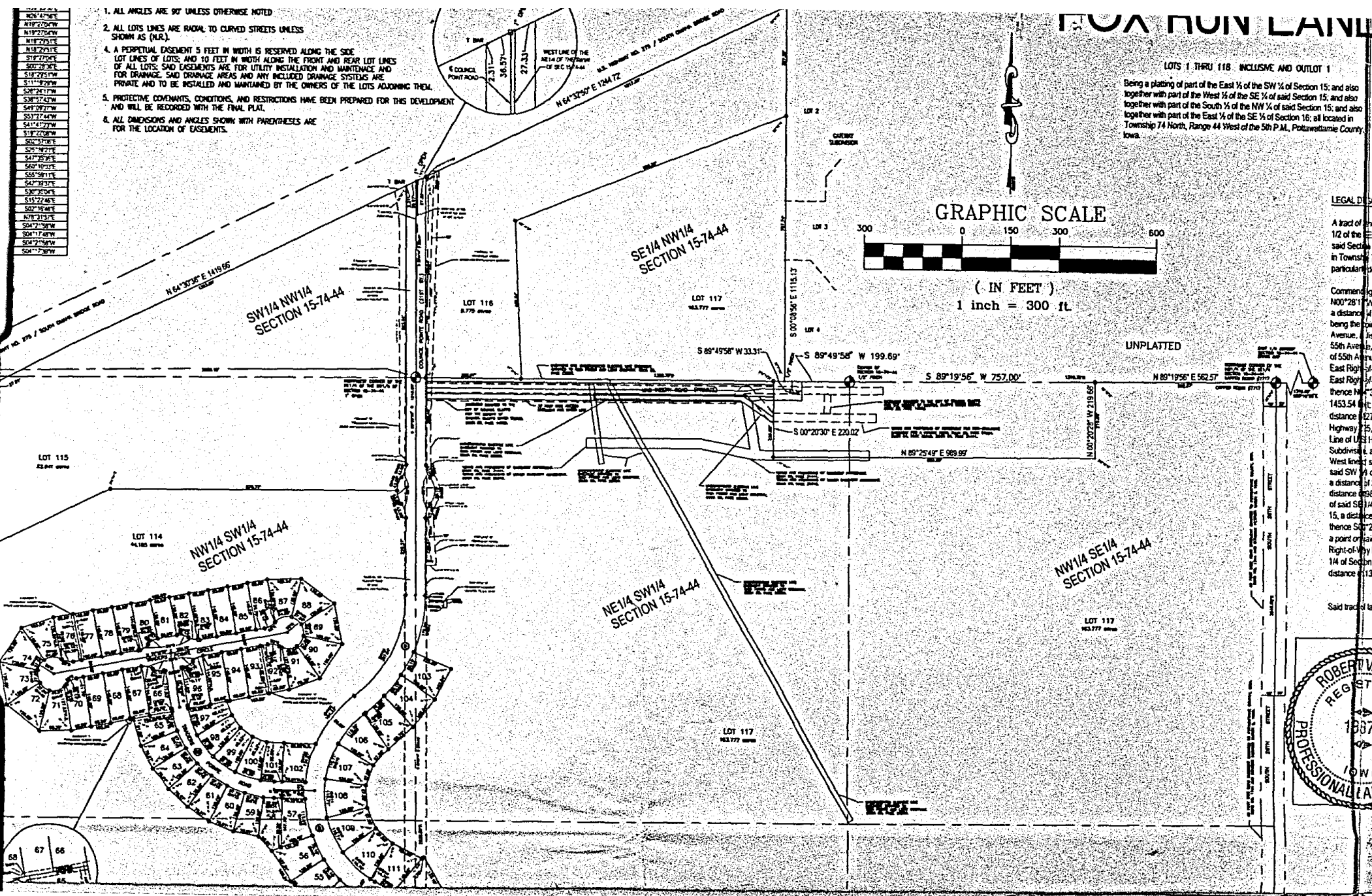
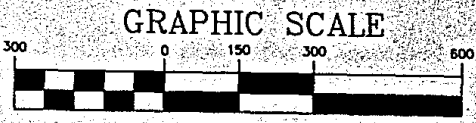
FOX HUN LAND

LOTS 1 THRU 118 INCLUSIVE AND OUTLOT 1

Being a platting of part of the East 1/2 of the SW 1/4 of Section 15; and also together with part of the West 1/2 of the SE 1/4 of said Section 15; and also together with part of the South 1/2 of the NW 1/4 of said Section 15; and also together with part of the East 1/2 of the SE 1/4 of Section 16; all located in Township 74 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa.

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED
2. ALL LOTS LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS (P.L.R.).
3. A PERPETUAL EASEMENT 5 FEET IN WIDTH IS RESERVED ALONG THE SIDE LOT LINES OF LOTS, AND 10 FEET IN WIDTH ALONG THE FRONT AND REAR LOT LINES OF ALL LOTS. SAID EASEMENTS ARE FOR UTILITY INSTALLATION AND MAINTENANCE AND FOR DRAINAGE. SAID DRAINAGE AREAS AND ANY INCLUDED DRAINAGE SYSTEMS ARE PRIVATE AND TO BE INSTALLED AND MAINTAINED BY THE OWNERS OF THE LOTS ADJOINING THEM.
4. ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.

511°42'29"W
536°24'17"W
538°27'42"W
540°27'22"W
553°27'44"W
541°47'22"W
518°22'08"W
525°37'02"E
521°12'22"E
547°25'25"E
560°10'31"E
555°58'11"E
547°25'25"E
530°25'25"E
513°27'48"E
507°18'46"E
478°31'37"E
504°17'39"W
504°17'40"W
504°17'58"W
504°17'58"W

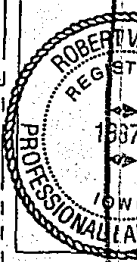


LEGAL DISC

A tract of land 1/2 of the SE 1/4 of said Section 15; and also together with part of the East 1/2 of the SE 1/4 of Section 16; all located in Township 74 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa.

Commencing at a point of intersection of the East 1/2 of the SE 1/4 of Section 15, a distance of 300 feet, being the corner of the East 1/2 of the SE 1/4 of Section 15, a distance of 55th Avenue, a distance of 55th Avenue, East Right-of-Way, East Right-of-Way, thence N 31° 14'53.54" E to the distance of 27.6 Highway 25, a Line of US Highway Subdivisions, a distance of 33 feet, thence S 89° 15' 15" E a distance of 15 feet, a distance of 15 feet, thence S 00° 22' 30" E to a point on said Right-of-Way in 1/4 of Section 15, a distance of 131 feet.

Said tract of land

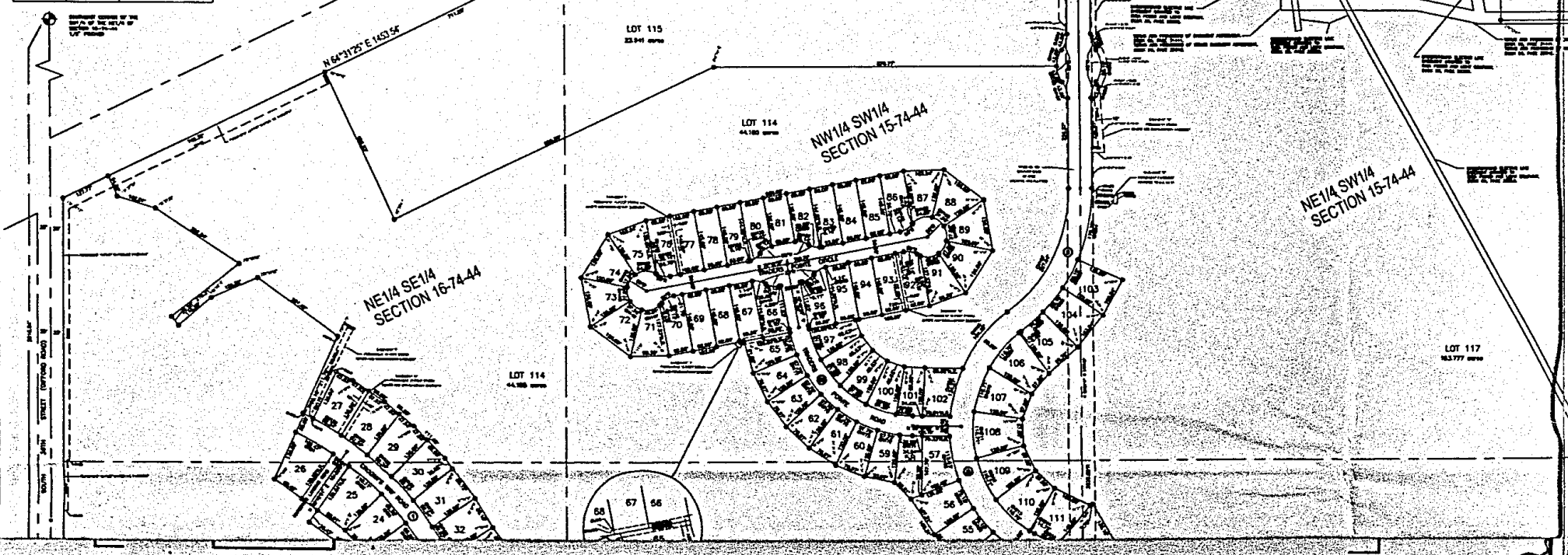


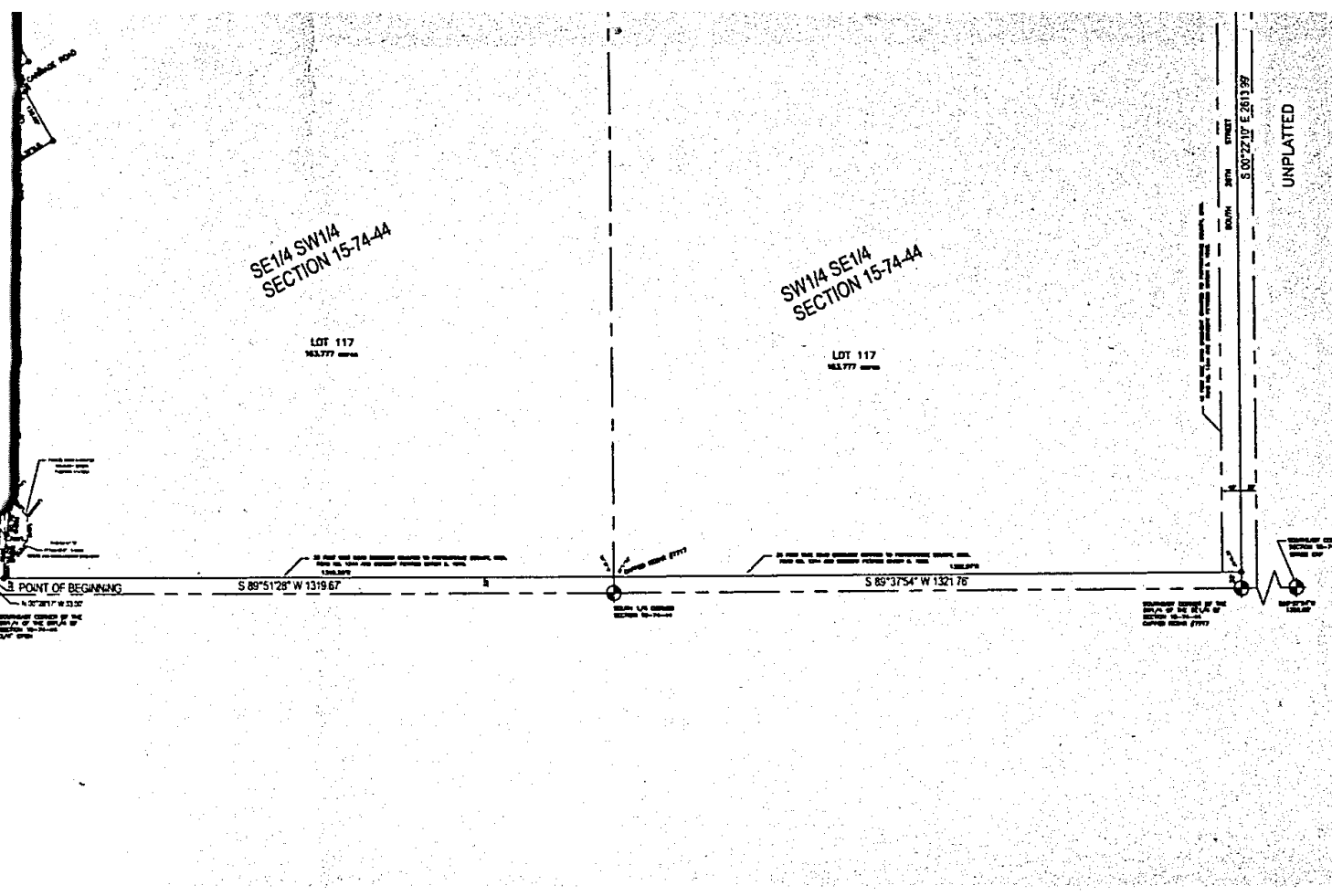
CHORD	LENGTH	BEARING
CH2	91.60	N08°18'21"W
CH3	112.94	N08°31'03"W
CH4	24.58	S41°45'07"W
CH5	40.45	S02°21'07"W
CH6	100.00	N04°50'00"W
CH7	50.00	N02°50'17"W
CH8	35.36	S19°12'25"W
CH9	36.67	S19°15'54"W
CH10	49.75	S19°14'07"W
CH11	47.06	N01°31'04"W
CH12	47.06	N04°35'30"E
CH13	40.80	N06°37'00"E
CH14	35.36	N08°57'00"E
CH15	142.30	N45°33'00"W
CH16	26.65	N47°54'00"W
CH17	19.94	N07°57'40"W
CH18	42.94	N33°20'44"W
CH19	8.29	N09°49'57"W
CH20	85.21	N33°57'12"W
CH21	86.19	N40°47'57"W
CH22	116.01	N48°39'20"W
CH23	50.00	N54°47'30"W
CH24	108.57	N80°54'27"W
CH25	82.31	S40°16'42"E
CH26	82.31	S08°11'49"E
CH27	82.31	S48°56'01"E
CH28	82.31	S31°51'35"E
CH29	82.31	S39°38'54"E
CH30	82.31	S33°07'50"E
CH31	82.31	S31°49'17"E
CH32	82.31	S35°42'48"E
CH33	82.31	S41°02'31"E
CH34	82.31	S48°29'42"E
CH35	82.31	S51°42'56"E
CH36	82.31	S38°04'20"E
CH37	82.31	S33°44'24"E
CH38	79.22	S47°58'42"E
CH39	79.22	S35°28'24"E
CH40	88.58	S27°33'00"E
CH41	50.00	S11°51'13"E
CH42	51.77	S04°10'00"E
CH43	34.28	N19°17'27"W
CH44	1.14	S19°52'46"W
CH45	35.36	S07°28'33"W

CH122	62.31	S49°29'24"E
CH123	62.31	S47°13'52"E
CH124	62.31	S48°10'15"E
CH125	42.57	S32°17'02"E
CH126	42.57	S31°49'17"E
CH127	62.45	S06°42'11"E
CH128	62.45	S41°02'11"E
CH129	62.45	S46°24'24"E
CH130	62.45	S31°47'03"E
CH131	50.50	S08°57'47"W
CH132	26.22	S06°44'53"W
CH133	73.22	S47°39'40"E
CH134	73.22	S41°42'22"E
CH135	50.98	S02°36'02"E
CH136	50.00	S11°51'13"E
CH137	51.27	S04°04'38"E
CH138	28.84	S48°20'26"W
CH139	66.81	S02°28'39"W
CH140	119.51	N07°10'00"E
CH141	14.33	N09°09'22"E
CH142	36.36	N40°36'48"W
CH143	34.28	N19°17'27"W
CH144	1.14	S19°52'46"W
CH145	32.57	N08°20'00"W
CH146	57.67	N18°25'39"W
CH147	57.67	N48°14'11"W
CH148	57.67	N04°12'28"W
CH149	57.67	N47°17'24"W
CH150	57.67	N37°41'42"W
CH151	57.67	N27°30'55"W
CH152	57.67	N17°30'28"W
CH153	6.17	N11°32'17"W
CH154	8.18	S11°40'07"E
CH155	81.56	S21°50'26"E
CH156	83.95	S30°30'26"E
CH157	80.96	S04°58'11"E
CH158	80.96	S71°53'43"E
CH159	42.49	S44°50'11"E
CH160	198.27	N07°10'00"E
CH161	99.48	N07°10'00"W
CH162	15.12	N00°22'36"E
CH163	80.57	N02°44'27"W
CH164	78.99	N40°00'00"W
CH165	78.99	N27°17'17"W
CH166	112.57	N12°54'30"W
CH167	50.00	N00°54'58"E
CH168	123.73	N14°48'41"E

CH169	42.27	N11°27'00"W
CH170	42.27	N11°27'00"W
CH171	42.27	N11°27'00"E
CH172	42.27	N18°29'15"E
CH173	42.27	S19°27'00"E
CH174	79.94	S00°28'00"E
CH175	42.27	S18°29'30"W
CH176	172.83	S11°18'27"W
CH177	80.04	S08°24'17"W
CH178	80.04	S08°57'47"W
CH179	74.57	S49°09'27"W
CH180	6.40	S33°17'44"W
CH181	115.87	S41°42'22"W
CH182	115.87	S19°27'00"W
CH183	115.87	S02°57'00"E
CH184	115.87	S25°18'21"E
CH185	115.87	S47°35'26"E
CH186	14.79	S40°40'37"E
CH187	64.35	S55°52'11"E
CH188	88.78	S42°30'37"E
CH189	50.00	S30°30'00"E
CH190	124.35	S15°22'48"E
CH191	29.79	S00°48'00"E
CH192	1.14	N16°31'17"E
CH193	41.48	S04°17'54"W
CH194	98.31	S04°17'48"W
CH195	50.70	S04°17'54"W
CH196	89.00	S04°17'48"W

2. ALL LOTS LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS (N.R.).
4. A PERPETUAL EASEMENT 5 FEET IN WIDTH IS RESERVED ALONG THE SIDE LOT LINES OF LOTS; AND 10 FEET IN WIDTH ALONG THE FRONT AND REAR LOT LINES OF ALL LOTS. SAID EASEMENTS ARE FOR UTILITY INSTALLATION AND MAINTENANCE AND FOR DRAINAGE. SAID DRAINAGE AREAS AND ANY INCLUDED DRAINAGE SYSTEMS ARE PRIVATE AND TO BE INSTALLED AND MAINTAINED BY THE OWNERS OF THE LOTS ADJOINING THEM.
5. PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS HAVE BEEN PREPARED FOR THIS DEVELOPMENT AND WILL BE RECORDED WITH THE FINAL PLAT.
6. ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.





CENTER-LINE CURVE DATA				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	772.53'	511.02'	265.26'	37°54'02"
2	1017.88'	482.46'	245.85'	27°09'27"
3	348.39'	350.36'	191.61'	57°37'11"
4	640.26'	130.89'	65.67'	11°42'46"
5	600.00'	93.33'	46.76'	8°54'45"
6	300.00'	46.14'	23.11'	8°48'41"
7	300.00'	322.23'	178.63'	61°32'32"
8	329.58'	665.27'	523.93'	115°39'22"
9	405.00'	385.60'	208.82'	54°33'04"
10	300.00'	411.06'	245.14'	78°30'25"

- UNPLATTED
- LEGEND
- PINS FOUND, 5/8" X 30" REBAR WITH ALUMINUM CAP #13373 (UNLESS OTHERWISE NOTED)
 - PINS SET, 5/8" X 30" REBAR WITH ALUMINUM CAP #13373
 - PINS SET, 5/8" STEEL PLUG
 - (P) PLAT DIMENSION
 - (S) SURVEY DIMENSION
 - (R) RECORDED
 - ⊕ SECTION CORNER FOUND
 - (C) CURVE CHORD DATA (SEE TABLE)
 - R PLAT OF SURVEY BOOK 87, PAGE 17309

FOX RUN LANDING

COUNCIL BLUFFS, IOWA

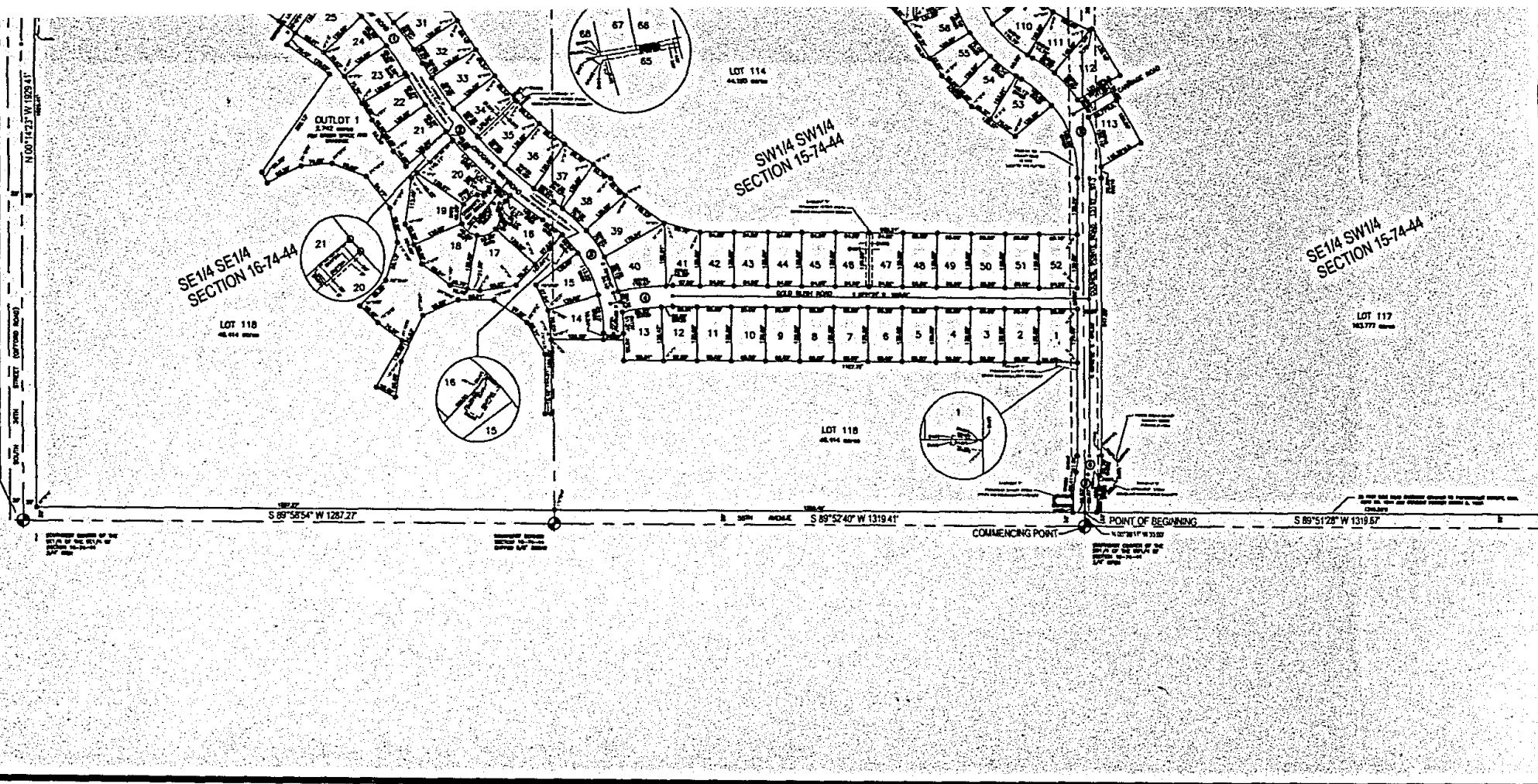


E&A CONSULTING GROUP, INC.

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



Proj No: 99049
 Date: 10/04/00
 Designed By: BAW
 Drawn By: LDD
 Checked By:
 Scale: 1" = 300'
 Sheet 1 of 12

Revisions	
No	Date

FINAL PLAT

FOX RUN LANDING
 COUNCIL BLUFFS, IOWA

BK 101 PG 17650
COMPARED

UN LANDING

COMPARED

COMPARED

118 INCLUSIVE AND OUTLOT 1

of the SW 1/4 of Section 15; and also together with part of the 15; and also together with part of the South 1/2 of the NW 1/4 of with part of the East 1/2 of the SE 1/4 of Section 16; all located in of the 5th P.M., Pottawattamie County, Iowa.

a request by Golf Real Estate Development a does hereby vacate all of its right, title and f-way of the roadway shown in the records of Office, as Road No 993 the Goldapp Road. n each side of the following described line; ay line of 55th Avenue 33 feet Northerly of the SW1/4 of Sec. 15 Twp. 74N, Range 44 W. of the along the East line of the SW1/4 SW1/4 and /4 and the East line of the SW 1/4 NW1/4 to S. Highway, No. 275, a.k.a. South Omaha Bridge

Dedication

Know all persons by these presents: that Golf Real Estate Development, L.L.C. ("GOLF") and Fox Run Properties, L.C., ("FOX RUN") being the sole owners and proprietors of the land described in the surveyor's certificate and embraced within this plat, have caused said property to be subdivided into lots as shown, said addition to be hereafter known as Fox Run Landing, consisting of lots 1 through 119, inclusive and Outlot 1. GOLF and FOX RUN do hereby certify that the Plat is a subdivision of the property described therein, and that GOLF and FOX RUN are the sole and only owners and proprietors in fee simple of the above described property. The subdivision of the property as shown in the Plat is done with the consent and full knowledge of the proprietors and with the proprietors' desire that the property be subdivided and that the subdivision be known as Fox Run Landing Subdivision.

GOLF and FOX RUN do hereby ratify and approve the disposition of their property as shown on the plat.

GOLF and FOX RUN do hereby dedicate to the City of Council Bluffs, Iowa, for public use, Council Pointe Road, Gold Rush Road, Crogan's Way Road, Crogan's Way Circle, Traders Pointe Road, Traders Pointe Circle, and Hardings Landing Road.

GOLF and FOX RUN hereby dedicate to the City of Council Bluffs, Iowa, the parcel of land for a sanitary sewer pumping station and appurtenances thereto, lying East of Council Pointe Road and North of 55th Avenue as shown on sheet number 8. GOLF and FOX RUN 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 Number 8; Easements E, F, G, H, and I as shown on Sheet Number 4; Easements J and K as shown on Sheet Number 7; Easements M, N and O as shown on Sheet Number 6.

Said easements are subject to the following terms and conditions.

1. ERECTION OF STRUCTURES PROHIBITED: Golf Real Estate Development L.L.C., Fox Run Properties, L.C., or it's successors or assigns shall not erect any structure over or within the Easement Area without obtaining the prior written consent of the City Engineer.
2. CHANGE OF GRADE PROHIBITED: Golf Real Estate Development L.L.C., Fox Run Properties, L.C., or it's 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.
3. 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.
4. 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 Golf Real Estate Development L.L.C., Fox Run Properties, L.C., or their successors or assigns.
5. SURFACE RESTORATION: City's liability to restore the surface within the Easement Area shall be limited only to grading and seeding.
6. 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 Golf Real Estate Development L.L.C., Fox Run Properties, L.C., or it's successors or assigns.
7. EASEMENT RUNS WITH LAND: This easement shall be deemed to run with the land and shall be binding on Golf Real Estate Development L.L.C., Fox Run Properties, L.C., or it's successors and assigns.

Golf Real Estate Development L.L.C. and Fox Run Properties, L.C. do hereby set aside Outlot 1 for Green Space and drainage and is to be owned and maintained by Golf Real Estate Development L.L.C., or, it's successors or assigns.

FOX RUN LANDING **COMPARED**

LOTS 1 THRU 118 INCLUSIVE AND OUTLOT 1

Being a platting of part of the East 1/2 of the SW 1/4 of Section 15; and also together with part of the West 1/2 of the SE 1/4 of said Section 15; and also together with part of the South 1/2 of the NW 1/4 of said Section 15; and also together with part of the East 1/2 of the SE 1/4 of Section 16; all located in Township 74 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa.

VACATION

As part of this platting in answer to a request by Golf Real Estate Development L.L.C., the City of Council Bluffs, Iowa does hereby vacate all of its right, title and interest in part of the entire right-of-way of the roadway shown in the records of the Pottawattamie County, Engineer's Office, as Road No 993 the Goldapp Road. Said part is described as 33 feet on each side of the following described line; beginning on the North right-of-way line of 55th Avenue 33 feet Northerly of the Southeast corner of the SW1/4 SW1/4 of Sec. 15 Twp. 74N, Range 44 W. of the 5th P.M. thence running Northerly along the East line of the SW1/4 SW1/4 and the East line of the NW1/4 SW1/4 and the East line of the SW 1/4 NW1/4 to the South right-of-way line of U.S. Highway, No. 275, a.k.a. South Omaha Bridge Road.

Dedication

Know all persons by these presents: that Golf Real Estate Development, L.L.C. ("GOLF") and Fox Run Properties, L.C. ("FOX RUN"), the owners and proprietors of the land described in the surveyor's certificate and embraced within this plat, have caused said land to be surveyed and platted as shown on the Plat is done with the consent and full knowledge of the proprietors and with the consent of the City of Council Bluffs, Iowa, known as Fox Run Landing Subdivision.

GOLF and FOX RUN do hereby ratify and approve the disposition of their property as shown on the Plat.

GOLF and FOX RUN do hereby dedicate to the City of Council Bluffs, Iowa, for public use, Council Pointe Road, Traders Pointe Circle, and Hardings Landing Road.

GOLF and FOX RUN hereby dedicate to the City of Council Bluffs, Iowa, the parcel of land for a storm sewer easement for the installation and maintenance of storm sewer and drainage way easements for the installation and maintenance of storm sewer as shown on the Plat is done with the consent and full knowledge of the proprietors and with the consent of the City of Council Bluffs, Iowa.

Easements A, B, C, and D as shown on Sheet Number 8; Easements E, F, G, H, and I as shown on Sheet Number 8; and Easements M, N and O as shown on Sheet Number 6.

Said easements are subject to the following terms and conditions.

1. ERECTION OF STRUCTURES PROHIBITED: Golf Real Estate Development L.L.C., Fox Run Properties, L.C. shall not erect or within the Easement Area without obtaining the prior written consent of the City Engineer any building or structure over or within the Easement Area without obtaining the prior written consent of the City Engineer.
2. CHANGE OF GRADE PROHIBITED: Golf Real Estate Development L.L.C., Fox Run Properties, L.C. shall not change the surface or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
3. RIGHT OF ACCESS: City shall have the right of access to the Easement Area and have all utility lines located within the Easement Area as herein described.
4. REMOVAL and REPLACEMENT: The cost of removal and replacement of any unauthorized structure or improvement on the exercise of the rights under this dedication, shall be borne by the Golf Real Estate Development L.L.C. and Fox Run Properties, L.C.
5. SURFACE RESTORATION: City's liability to restore the surface within the Easement Area shall be borne by the Golf Real Estate Development L.L.C. and Fox Run Properties, L.C.
6. DUTY TO REPAIR: City agrees that any drain tile, drive or access way, fence, or yard or other improvement on the result of any entry made through an exercise of the City's right of access, shall be repaired at the expense of the City or its successors or assigns.
7. EASEMENT RUNS WITH LAND: This easement shall be deemed to run with the land and shall be binding on the Golf Real Estate Development L.L.C., or its successors and assigns.

Golf Real Estate Development L.L.C. and Fox Run Properties, L.C. do hereby set aside Outlot 1 as shown on the Plat is done with the consent and full knowledge of the proprietors and with the consent of the City of Council Bluffs, Iowa, Real Estate Development L.L.C., or its successors or assigns.

DOCUMENTS WILL BE
RECORDED
FINAL PLAT.

EASEMENTS, IF ANY,
DEVELOPMENT.

AT THE
OF THE FREE
DESIRE OF THE

MORTGAGE HOLDER
PREPARED WITH
WITH THEIR

THE MORTGAGE
CONVEYED TO THE
PUBLIC.

THE RIGHT TO

ALL EQUAL OPPORTUNITY
ACT WITH FEDERAL

FOX RUN PROPERTIES, L.C.

BY: GREGORY A. SIAPERAS
MANAGING MEMBER

APPROVAL OF COUNCIL BLUFFS CITY COUNCIL

COMPARED

FOX RUN LANDING

LOTS 1 THRU 118 INCLUSIVE AND OUTLOT 1

Being a platting of part of the East 1/2 of the SW 1/4 of Section 15; and also together with part of the West 1/2 of the SE 1/4 of said Section 15; and also together with part of the South 1/2 of the NW 1/4 of said Section 15; and also together with part of the East 1/2 of the SE 1/4 of Section 16; all located in Township 74 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa.

WE HEREBY CERTIFY THAT THE FOLLOWING DOCUMENTS WILL BE RECORDED WITH THE POTTAWATTAMIE COUNTY RECORDED CONTEMPORANEOUS 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 OWNERS THAT THE SUBDIVISION AS IT APPEARS HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNERS.

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.

WE HEREBY CERTIFY THAT WE WILL MEET ALL EQUAL OPPORTUNITY AND FAIR MARKETING OBJECTIVES CONSISTENT WITH FEDERAL, STATE AND LOCAL GUIDELINES.

GOLF REAL ESTATE DEVELOPMENT, L.L.C. FOX RUN PROPERTIES, L.C.

BY: GREGORY A. SIAPERAS
MANAGING MEMBER

BY: GREGORY A. SIAPERAS
MANAGING MEMBER

VACATION

As part of this platting in answer to a request by Golf Real Estate Development L.L.C., the City of Council Bluffs, Iowa does hereby vacate all of its right, title and interest in part of the entire right-of-way of the roadway shown in the records of the Pottawattamie County, Engineer's Office, as Road No 993 the Goldapp Road. Said part is described as 33 feet on each side of the following described line; beginning on the North right-of-way line of 55th Avenue 33 feet Northerly of the Southeast corner of the SW1/4 SW1/4 of Sec. 15 Twp. 74N, Range 44 W. of the 5th P.M. thence running Northerly along the East line of the SW1/4 SW1/4 and the East line of the NW1/4 SW1/4 and the East line of the SW 1/4 NW1/4 to the South right-of-way line of U.S. Highway, No. 275, a.k.a. South Omaha Bridge Road.

ACKNOWLEDGEMENT OF NOTARY)
COUNTY OF POTTAWATTAMIE)

APPROVAL OF COUNCIL BLUFFS CITY COUNCIL

TY COUNCIL

DING WAS APPROVED
UNCIL ON

for

ing

COMMUNITY DEVELOPMENT

THIS FINAL PLAT OF FOX RUN LANDING WAS APPROVED
BY THE COUNCIL BLUFFS COMMUNITY DEVELOPMENT
DEPARTMENT ON THIS 13th DAY OF October 2000.

Donald Gross

DONALD GROSS, DIRECTOR

L.C., or it's successors and assigns.

Golf Real Estate Development L.L.C. and Fox Run Properties, L.C. do hereby set aside Outlot 1 for Green Space and drainage and is to be owned and maintained by Golf Real Estate Development L.L.C., or, it's successors or assigns.

Golf Real Estate Development L.L.C.

By: *Gregory A. Siaperas*
Managing Member
Acknowledgement of Notary)
County of Pottawattamie)

On this 12th day of October, 2000, before me the undersigned, a notary public, personally came Gregory A. Siaperas, Managing Member of Golf Real Estate Development, L.L.C. 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, as said Managing Member.

Deborah L. Petersen
Notary Public



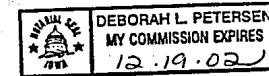
My Commission Expires 12-19-02

FOX RUN PROPERTIES, L.C.

By: *Gregory A. Siaperas*
Managing Member
Acknowledgement of Notary)
County of Pottawattamie)

On this 12th day of October, 2000, before me the undersigned, a notary public, personally came Gregory A. Siaperas, Managing Member of Fox Run Properties, L.C. 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, as said Managing Member.

Deborah L. Petersen
Notary Public



My Commission Expires 12-19-02

SHEET 2 OF 12

FOX RUN LANDING

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

BK 101 PG 17654

COMDADEN

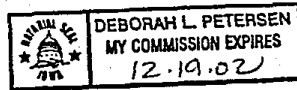
ACKNOWLEDGEMENT OF NOTARY)
 COUNTY OF POTTAWATTAMIE)

ON THIS 12th DAY OF October 2000, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY CAME GREGORY A. SIAPERAS, MANAGING MEMBER OF GOLF REAL ESTATE DEVELOPMENT, L.L.C. AND ALSO MANAGING MEMBER OF FOX RUN PROPERTIES, L.C. TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE FOREGING INSTRUMENT, AND HE ACKNOWLEDGES THE SAME TO BE HIS VOLUNTARY ACT AND DEED, AS SAID MANAGING MEMBER.

Deborah L. Petersen

NOTARY PUBLIC

MY COMMISSION EXPIRES 12.19.02



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 16 DAY OF October 2000.

Judy Ann Miller, Deputy
Kathleen J. Harold, Deputy
 JUDY ANN MILLER, POTTAWATTAMIE COUNTY TREASURER

APPROVAL OF COUNCIL BLUFFS CITY COUNCIL

THIS FINAL PLAT OF FOX RUN LANDING WAS APPROVED BY THE COUNCIL BLUFFS CITY COUNCIL ON THIS 13 DAY OF October 2000.

Thomas P. Hanifan
 THOMAS P. HANIFAN, MAYOR

ATTEST:

CITY CLERK *Oleg Romanov*

APPROVAL OF COUNCIL BLUFFS COMMUNITY DEVELOPMENT DEPARTMENT

THIS FINAL PLAT OF FOX RUN LANDING WAS APPROVED BY THE COUNCIL BLUFFS COMMUNITY DEVELOPMENT DEPARTMENT ON THIS 13th DAY OF October 2000.

Donald Gross
 DONALD GROSS, DIRECTOR

Proj No:	99049
Date:	07/11/00
Designed By:	BAW
Drawn By:	LDD
Checked By:	
Scale:	1" = 300'
Sheet 2 of 12	

Revisions	
No	Date

FINAL PLAT

FOX RUN LANDING
 COUNCIL BLUFFS, IOWA

BKTUTPG17655 COMPARED

L.C.
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 Golf P
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 FOX P
 By: G
 Ackno
 Count
 On this
 person
 Manag
 Notary
 My Cor

SHEET 4

COMPARED

BK 101 PG 17636

COMPARED

LOT 114
44.185 acres

LOT 1
acres
SPACE AND
MANAGEMENT

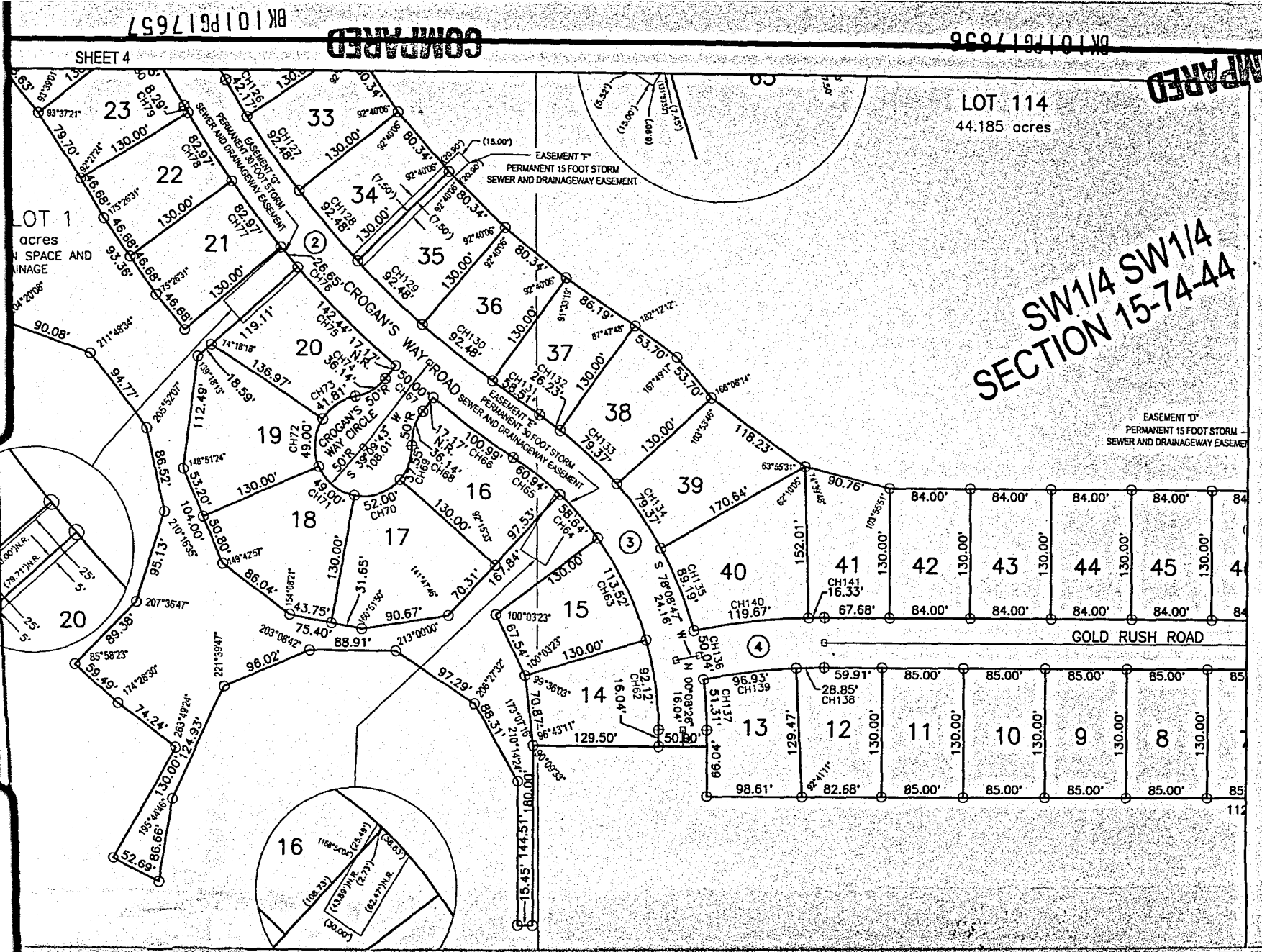
SW 1/4 SW 1/4
SECTION 15-74-44

EASEMENT 'D'
PERMANENT 15 FOOT STORM
SEWER AND DRAINAGEWAY EASEMENT

SHEET 8

16-74-44

118
acres

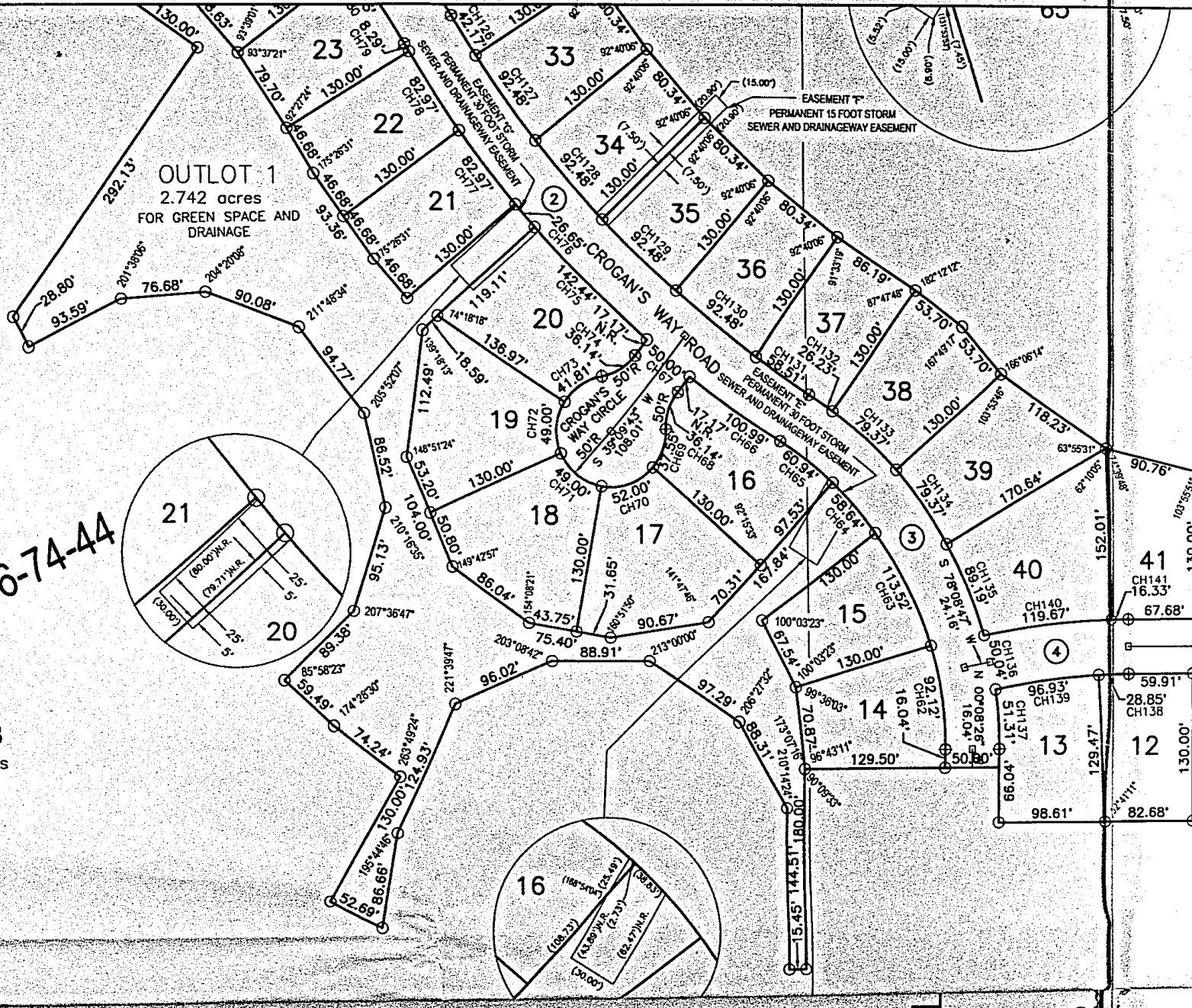


COMPARED

BK 101 PG 17657

COMPARED

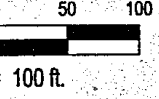
SHEET 4



OUTLOT 1
 2.742 acres
 FOR GREEN SPACE AND DRAINAGE

**SE1/4 SE1/4
 SECTION 16-74-44**

LOT 118
 46.414 acres

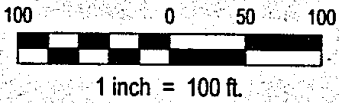


36TH STREET (GIFFORD ROAD)

N 00°14'23" W 1929.41'

1929.41'

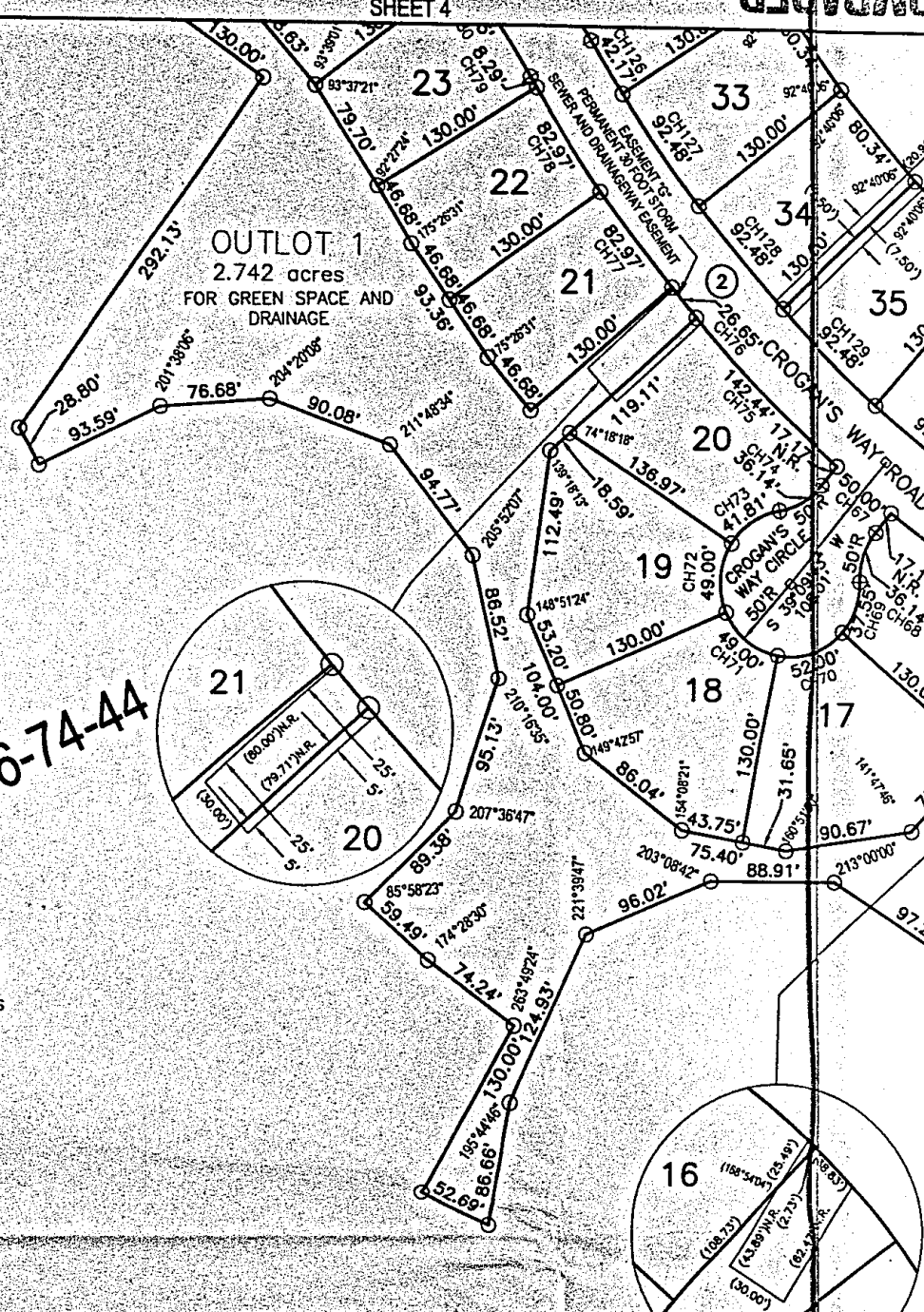
33' 33'



SE 1/4 SE 1/4
SECTION 16-74-44

LOT 118
46.414 acres

OUTLOT 1
2.742 acres
FOR GREEN SPACE AND DRAINAGE



SHEET 4

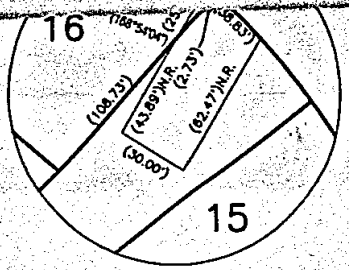
BK 101 PG 17658

COMPARED

BK 101 PG 17657

COMPARED

52.69' 86.



15.45' 144

179°53'46"

LOT 1
46.414 ac

37.27'

33 55TH AVENUE S 89°52'40"

1289.48'

SOUTHEAST CORNER
SECTION 16-74-44
CAPPED 5/8" REBAR

SHEET 3 OF 12

FOX RUN LANDING

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

BK101PG17659

COMPARED

SOUTH 36TH S

33'

33'

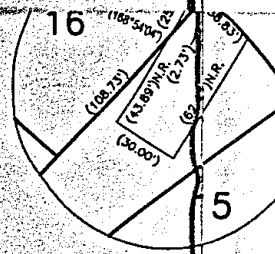
33' 90°13'16"

1287.27'

S 89°58'54" W 1287.27'

SOUTHWEST CORNER OF THE SE1/4 OF THE SE1/4 OF SECTION 16-74-44 3/4" IRON

52.69.86



SOUTH SECTION CAPPEL

Proj No: 99049
Date: 07/11/00
Designed By: BAW
Drawn By: LDD
Checked By:
Scale: 1" = 100'
Sheet 3 of 12

Revisions	
(No)	Date

FINAL PLAT

FOX RUN LANDING
COUNCIL BLUFFS, IOWA

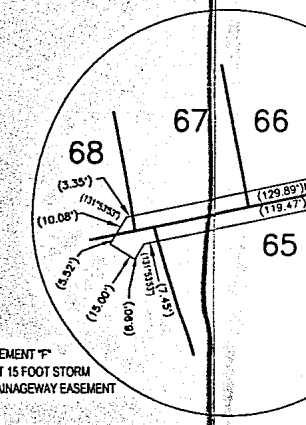
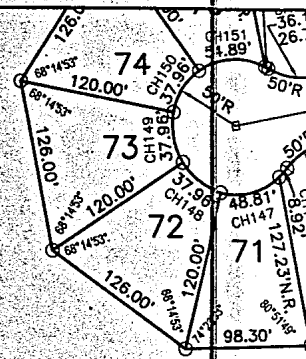
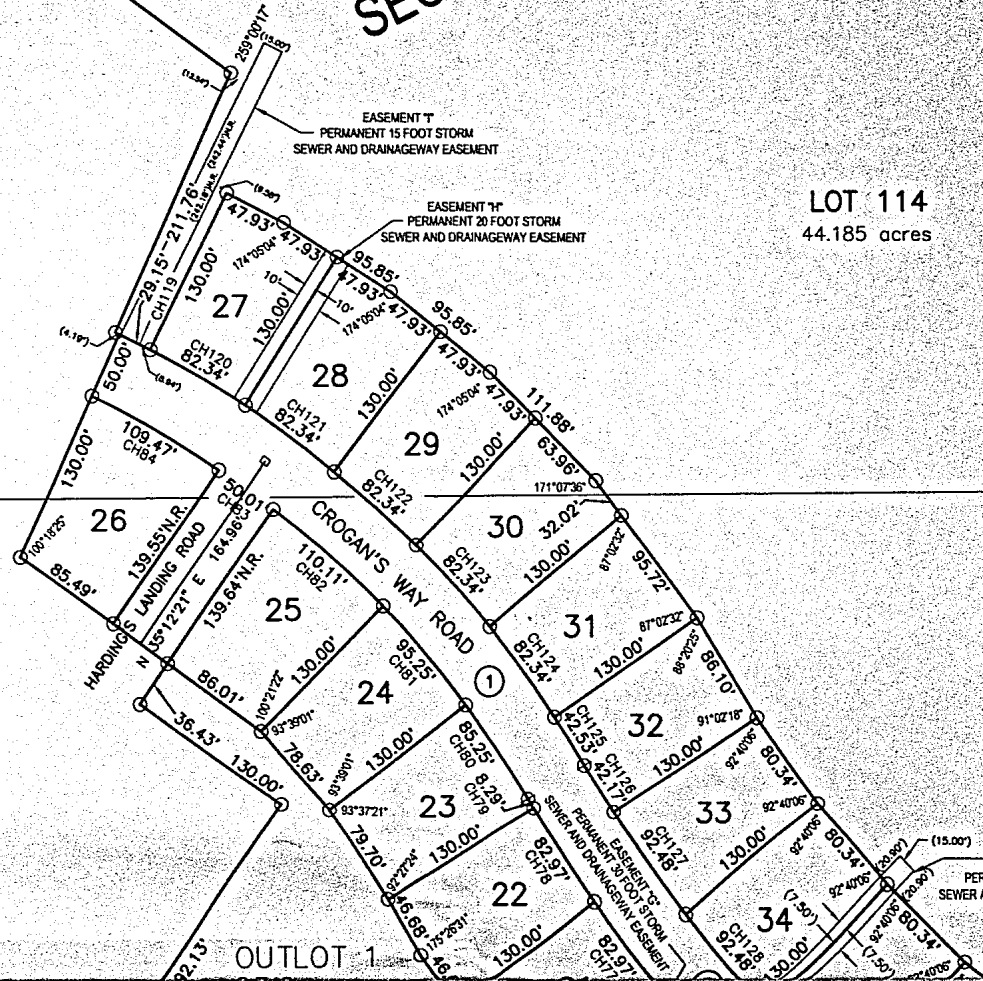
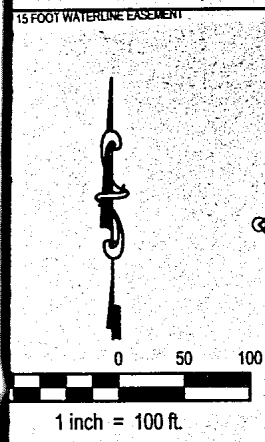
BK 101 PG 17660

COMPARED

COMPARED

NE 1/4 SE 1/4 SECTION 16-74-44

LOT 114
44.185 acres



SOUTH 36TH STR

PERMANENT 10 FOOT WATERLINE EASEMENT

COMPARED

BK 101 PG 17663

BK 101 PG 17662

NE 1/4 SE 1/4 SECTION 16-74-44

2618.04'

SOUTH STREET (GIFFORD ROAD)

33'

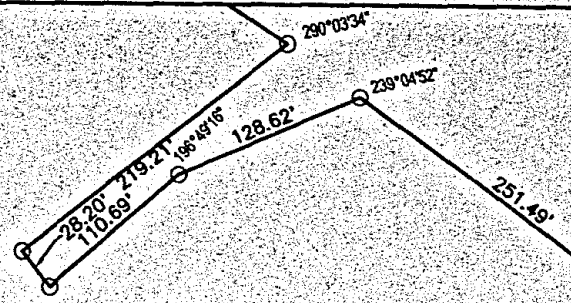
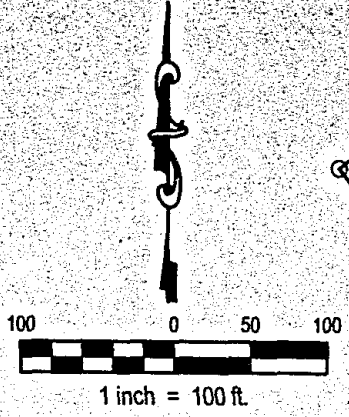
36TH STREET

3" W 1929.41'

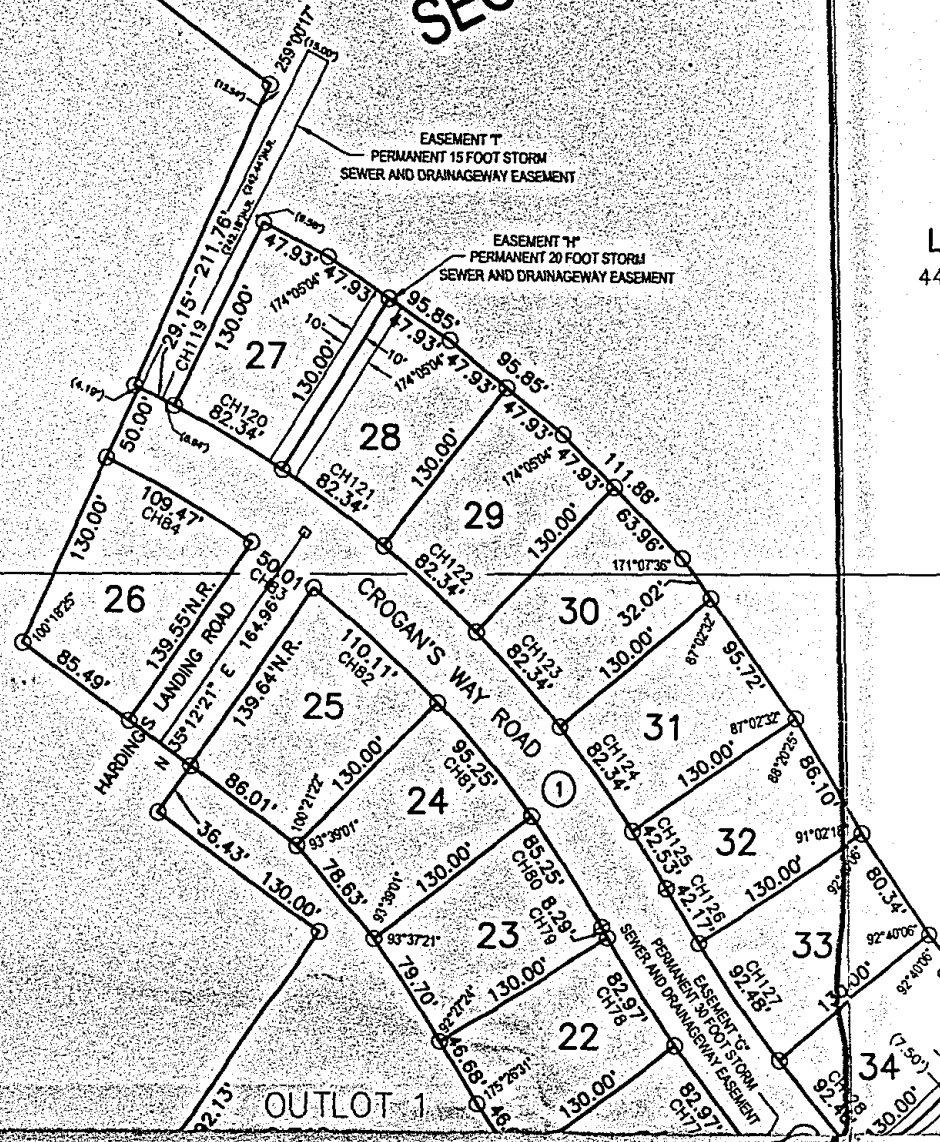
1929.41'

PERMANENT 15 FOOT WATERLINE EASEMENT

PERMANENT 10 FOOT WATERLINE EASEMENT



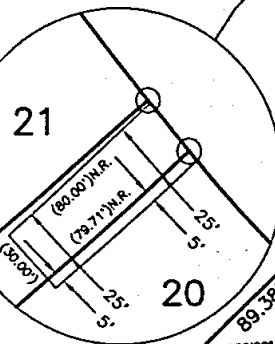
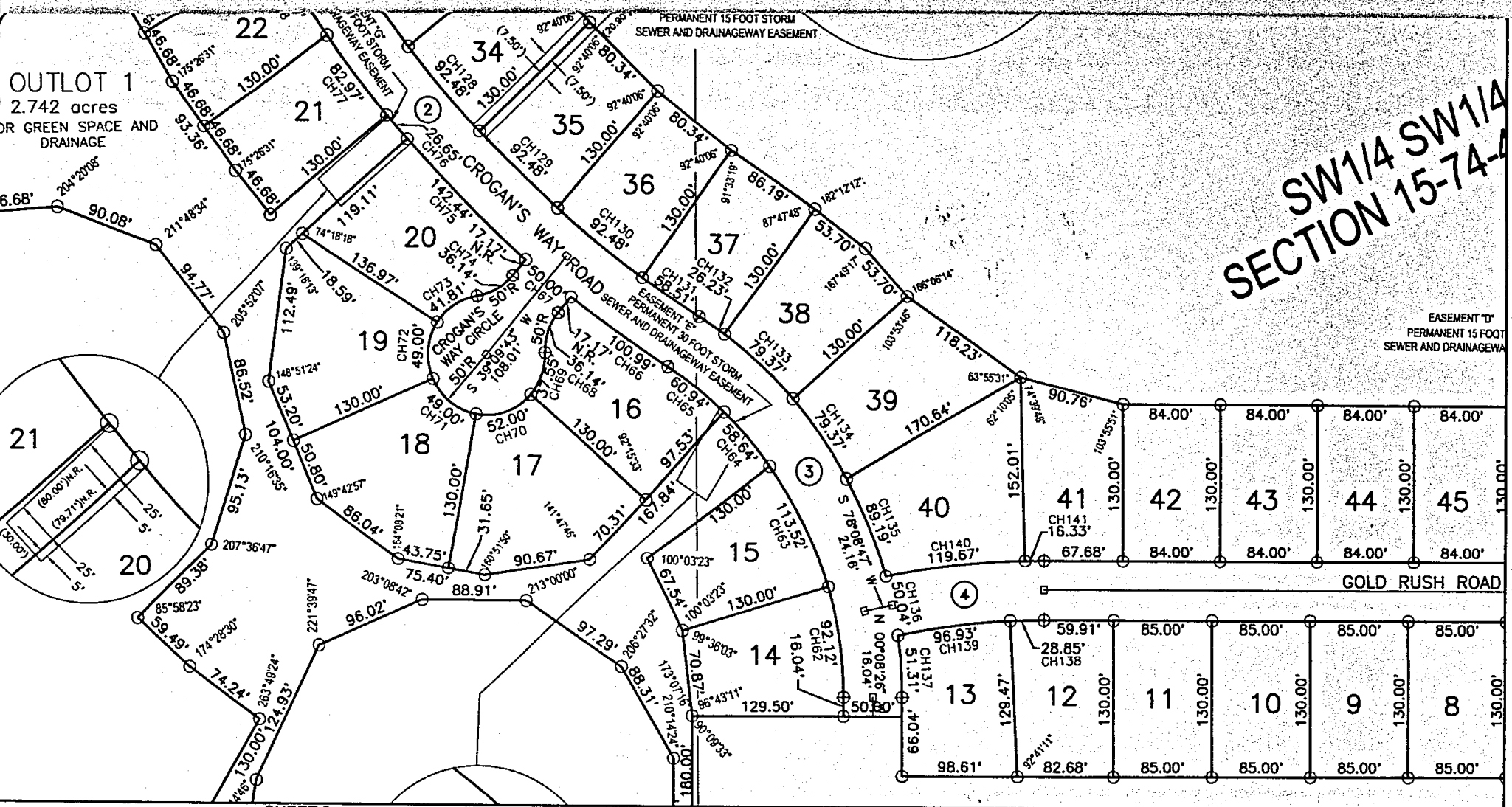
COMPARED



L
44.

SW1/4 SW1/4
SECTION 15-74-4

OUTLOT 1
2.742 acres
OR GREEN SPACE AND
DRAINAGE



SHEET 3

SHEET 4 OF 12

FOX RUN LANDING
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

BK 10 | PG 17664

COMPARED

N 00°14'23" W 1929.4'

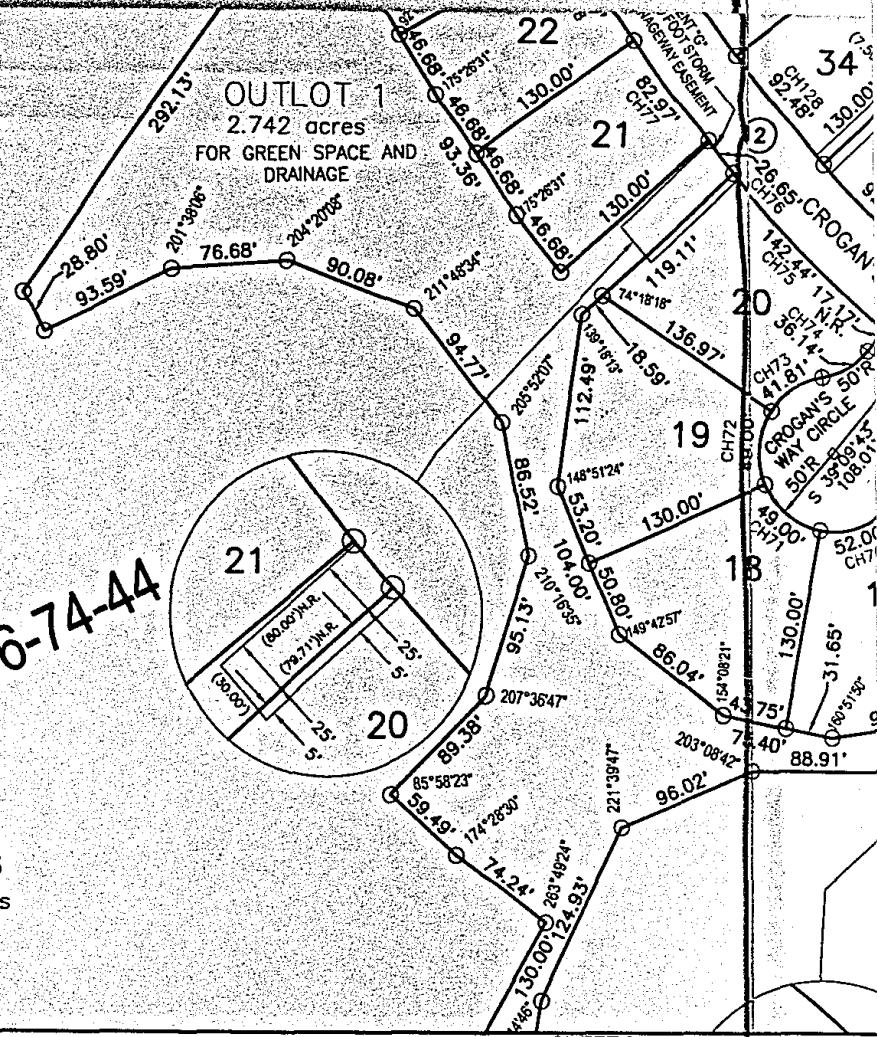
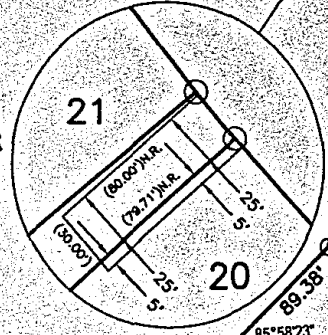
33' 33'

(GIFFORD ROAD)

SE 1/4 SE 1/4 SECTION 16-74-44

LOT 118
46.414 acres

OUTLOT 1
2.742 acres
FOR GREEN SPACE AND DRAINAGE



SHEET 3

Proj No: 99049
 Date: 07/11/00
 Designed By: BAW
 Drawn By: LDD
 Checked By:
 Scale: 1" = 100'
 Sheet 4 of 12

Revisions	
No	Date

FINAL PLAT

FOX RUN LANDING
COUNCIL BLUFFS, IOWA

COMPARED

BK 101 PG 17665

COMPARED

BK 101 PG 17667

COMPARED

BK 101 PG 17666

N 64° 59' N

1385

U.S. HIGHWAY NO. 275 / SOUTH OMAHA BRIDGE ROAD

SOUTHEAST CORNER OF THE SW1/4 OF THE NE1/4 OF SECTION 16-74-44 1/2" PINCHED



N 00°21'02" W 27.61'

27.61'

2629.1

711.28'

N 64°31'25" E 1453.54'

89°40'13"

406.53'

LOT 115
23.941 acres

204' 10" 116"

LOT 114
44.185 acres

900.06'

NW 1
SE

COMPARED

COMPARED

BK 101817667

U.S. HIGHWAY NO. 275 / SOUTH OMAHA

SOUTHEAST CORNER OF THE SW1/4 OF THE NE1/4 OF SECTION 16-74-44 1/2" PINCHED

N 00°21'02" W 27.61'

27.61'

LOT 115
23.9± acres

N 64°31'25" E 1453.54'

711.28'

89°40'13"

742.32'
(750.00')

PERMANENT 30 FOOT WATERLINE EASEMENT

408.53'

900.06'

0 50 100

1" = 100 ft.

SOUTHEAST CORNER OF THE SW1/4 OF THE NE1/4 OF SECTION 16-74-44 1/2" PINCHED

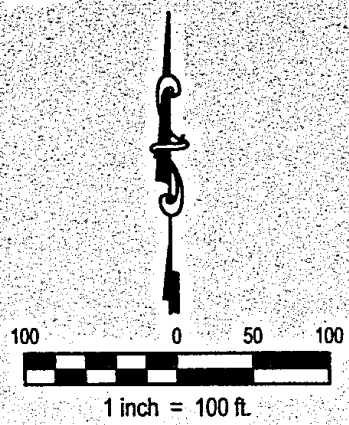


BK 101 PG 17668

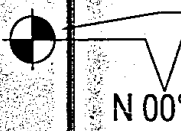
BK 101 PG 17667

COMPARED

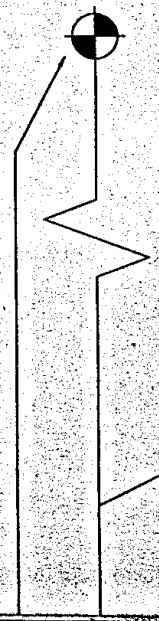
COMPARED



SOUTHEAST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 16-74-44 1/2" PINCHED



SOUTHEAST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 16-74-44 1/2" PINCHED



N 64° 31' 25" E 1453.54'

711.28'

89° 40' 13"

742.32' (CROSS)

PERMANENT 30 FOOT WATERLINE EASEMENT

408.53'

NE 1/4 SE 1/4
SECTION 16-74-44

LOT 114
44.185 acres

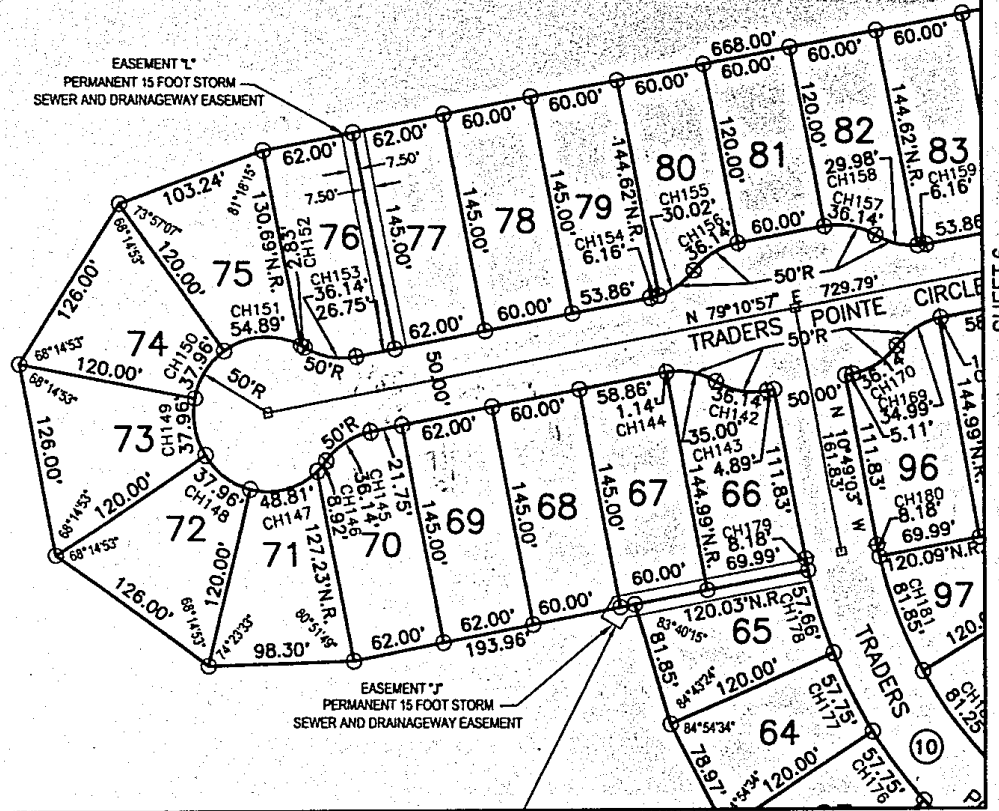
SHEET 4

EASEMENT 'L'
PERMANENT 15 FOOT STORM
SEWER AND DRAINAGEWAY EASEMENT

EASEMENT 'J'
PERMANENT 15 FOOT STORM
SEWER AND DRAINAGEWAY EASEMENT

EASEMENT 'T'
PERMANENT 15 FOOT STORM
SEWER AND DRAINAGEWAY EASEMENT

EASEMENT 'H'
PERMANENT 20 FOOT STORM
SEWER AND DRAINAGEWAY EASEMENT



SHEET 5 OF 12

FOX RUN LANDING

COUNCIL BLUFFS, IOWA



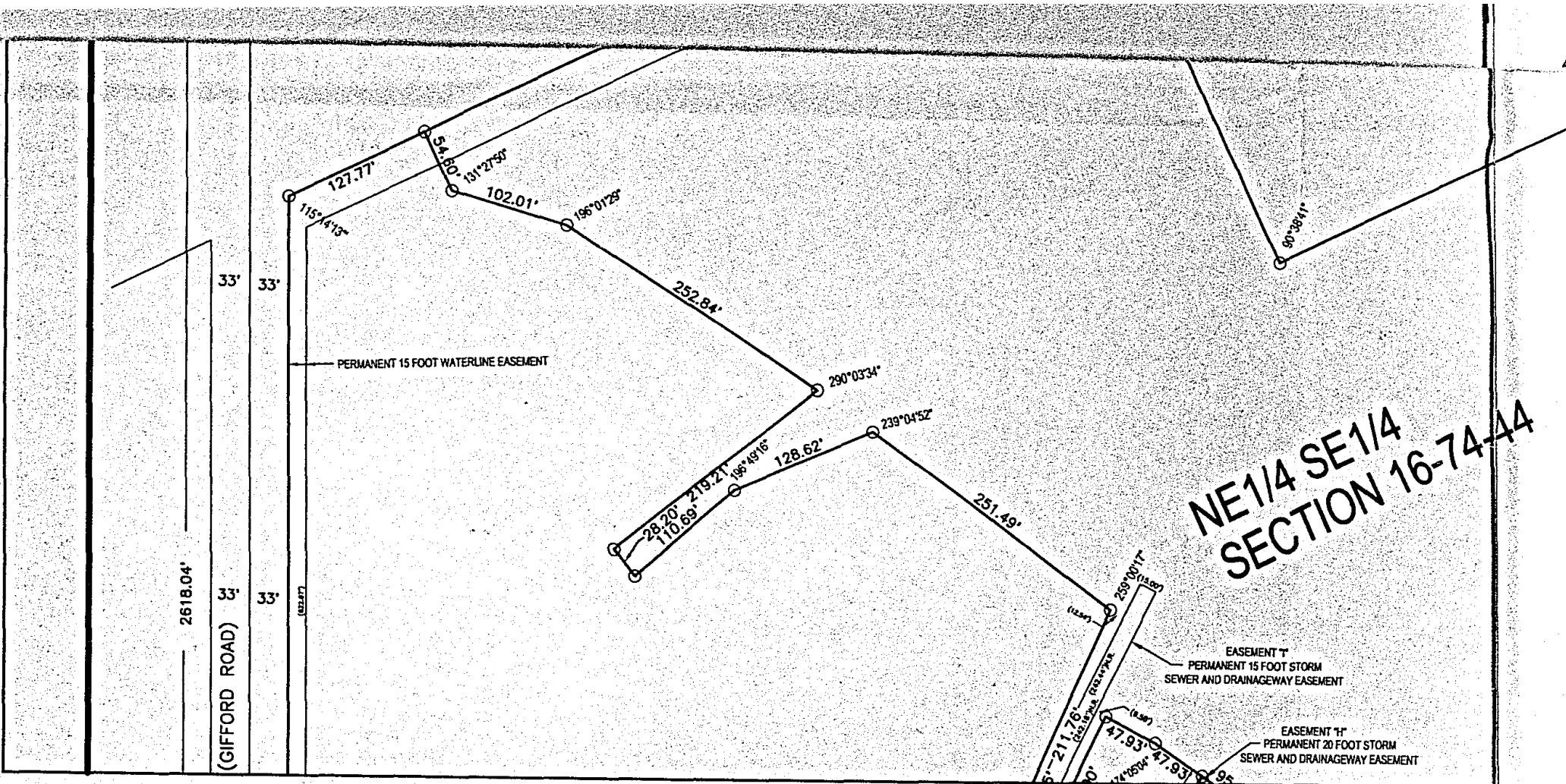
E&A CONSULTING GROUP, INC.
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12001 Q STREET
OMAHA, NE 68137
PHONE: (402) 895-4700
FAX: (402) 895-3599

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

BK 101 PG 17669

COMPARED



NE 1/4 SE 1/4
SECTION 16-74-44

SHEET 4

Proj No:	99049
Date:	07/11/00
Designed By:	BAW
Drawn By:	LDD
Checked By:	
Scale:	1" = 100'
Sheet 5 of 12	

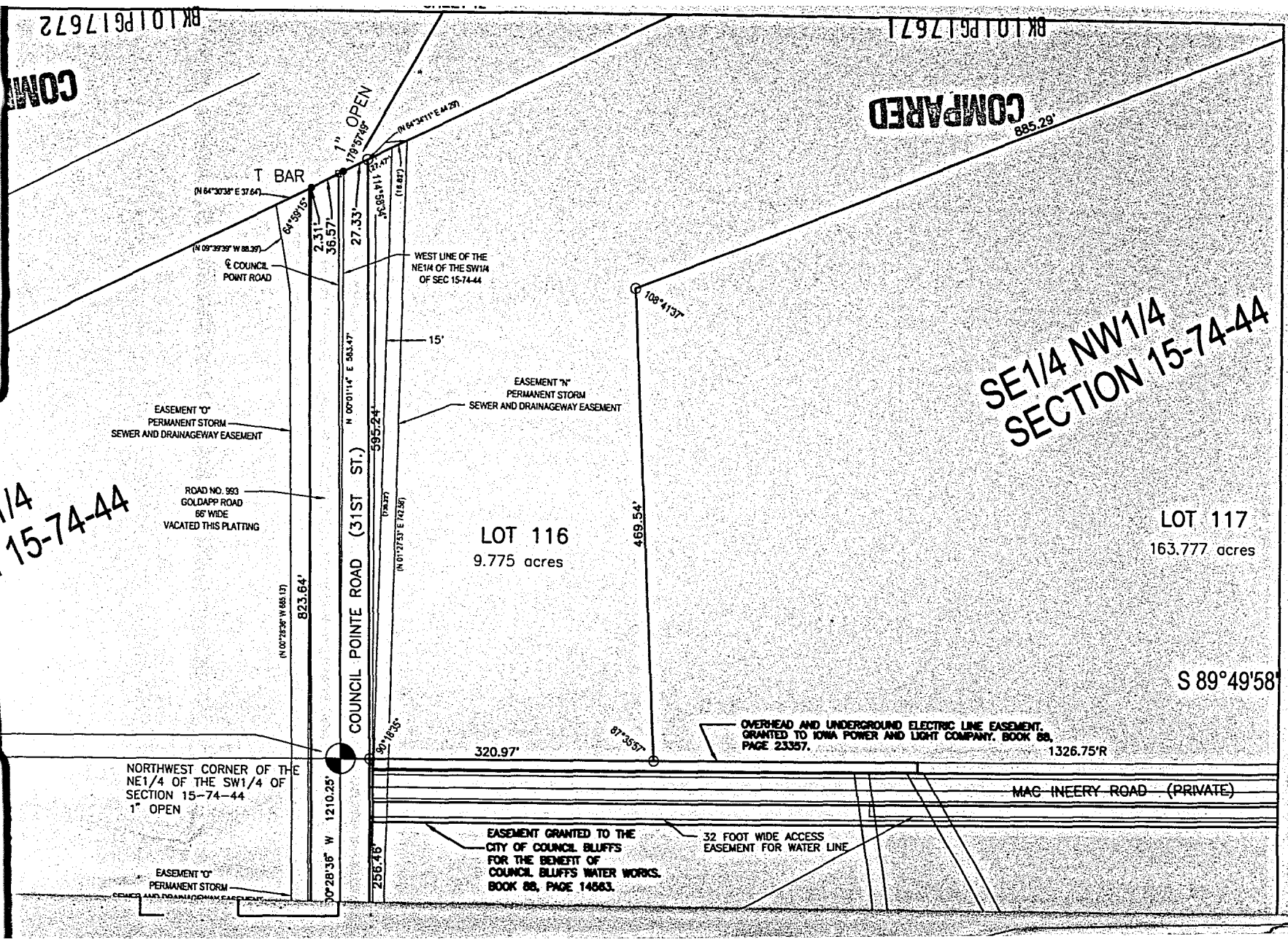
Revisions	
No	Date

FINAL PLAT

FOX RUN LANDING
COUNCIL BLUFFS, IOWA

BK 101 PG 17670

COMBATED



COMM

COMPARED

SW 1/4 NW 1/4
SECTION 15-74-44

SE 1/4 NW 1/4
SECTION 15-74-44

LOT 116
9.775 acres

LOT 117
163.777 acres

NORTHWEST CORNER OF THE
NE 1/4 OF THE SW 1/4 OF
SECTION 15-74-44
1" OPEN

OVERHEAD AND UNDERGROUND ELECTRIC LINE EASEMENT.
GRANTED TO IOWA POWER AND LIGHT COMPANY, BOOK 88,
PAGE 23357.

EASEMENT GRANTED TO THE
CITY OF COUNCIL BLUFFS
FOR THE BENEFIT OF
COUNCIL BLUFFS WATER WORKS.
BOOK 88, PAGE 14563.

32 FOOT WIDE ACCESS
EASEMENT FOR WATER LINE

MAC INEERY ROAD (PRIVATE)

EASEMENT "O"
PERMANENT STORM
SEWER AND DRAINAGEWAY EASEMENT

ROAD NO. 993
GOLDAPP ROAD
66' WIDE
VACATED THIS PLATTING

EASEMENT "N"
PERMANENT STORM
SEWER AND DRAINAGEWAY EASEMENT

WEST LINE OF THE
NE 1/4 OF THE SW 1/4
OF SEC 15-74-44

BK 101 PG 17672

BK 101 PG 17671

885.29'

S 89°49'58"

320.97'

1326.75'R

469.54'

823.64'
(N 00°28'35" W 885.13')

COUNCIL POINTE ROAD (31ST ST.)
N 00°01'14" E 583.47'
595.24'

(N 01°27'33" E 742.56')

(N 64°34'11" E 84.29')

(18.827)

(N 64°30'38" E 37.64')

(N 09°39'38" W 88.30')

64°58'05"

2.31'

36.57'

27.33'

179°57'45"

1" OPEN

T BAR

15'

108°41'37"

67°35'57"

20°18'05"

256.46'

30°28'36" W 1210.25'

1" OPEN

COMPARE

COMPARED

BK 101 PG 17672

N 64°30'38" E 1419.66'
1383.09'

SW1/4 NW1/4
SECTION 15-74-44

100

T BAR

(N 64°30'38" E 37.64')

(N 09°39'33" W 88.39')

COUNCIL
POINT ROAD

EASEMENT "O"
PERMANENT STORM
SEWER AND DRAINAGEWAY EASEMENT

ROAD NO. 993
GOLDAPP ROAD
66' WIDE
VACATED THIS PLATTING

COUNCIL POINTE ROAD (31ST ST.)

WEST LINE OF THE
NE1/4 OF THE SW1/4
OF SEC 15-74-44

EASEMENT "M"
PERMANENT STORM
SEWER AND DRAINAGEWAY EASEMENT

LOT 116
9.775 acres

2629.15'

NORTHWEST CORNER OF THE
NE1/4 OF THE SW1/4 OF
SECTION 15-74-44
1" OPEN

EASEMENT "O"
PERMANENT STORM
SEWER AND DRAINAGEWAY EASEMENT

EASEMENT GRANTED TO THE
CITY OF COUNCIL BLUFFS
FOR THE BENEFIT OF
COUNCIL BLUFFS WATER WORKS.
BOOK 86, PAGE 14863.

32 FOOT WIDE ACCESS
EASEMENT FOR WATER

(N 00°28'36" W 885.13')

823.64'

30'28'36" W 1210.25'

595.24'

(N 01°27'33" E 742.56')

90°18'55"

236.46'

2.31'

36.57'

27.33'

(N 00°01'16" E 883.47')

179°37'48"

1" OPEN

118.82'

15'

118.82'

118.82'

118.82'

118.82'

118.82'

118.82'

118.82'

118.82'

118.82'

118.82'

118.82'

118.82'

118.82'

118.82'

118.82'

108°41'37"

469.54'

87°35'57"

320.97'

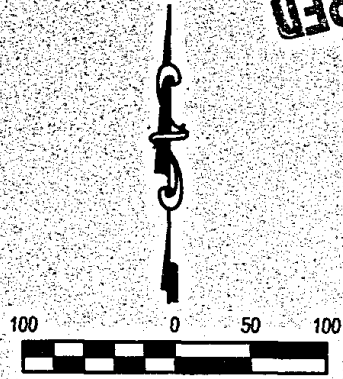
OVERHEAD AND U
GRANTED TO IOWA
PAGE 23357.

RK101P617673

BK101P617672

COMPARED

COMPARED



1 inch = 100 ft.

No. 275 / SOUTH OMAHA BRIDGE ROAD

N 64°30'38" E 1419.66'
1383.09'

SW1/4 NW1/4
SECTION 15-74-44

EASEMENT TO
PERMANENT STORM
SEWER AND DRAINAGEWAY EASEMENT

ROAD NO. 993
GOLDAPP ROAD
66' WIDE
VACATED THIS PLATTING

COUNCIL POINTE ROAD (31ST ST.)

NORTHWEST CORNER OF THE
NE1/4 OF THE SW1/4 OF
SECTION 15-74-44
1" OPEN

EASEMENT TO
PERMANENT STORM

0°28'35" W 1210.25'

(N 00°28'35" W 885.17)
823.64'

7" OPEN
179°57'49"

T BAR
(N 64°30'38" E 37.64')

COUNCIL
POINT ROAD
(N 09°39'35" W 88.39')

WEST LINE
NE1/4 OF T1
OF SEC 1

15'

(N 01°27'35" E 742.58)

10' 10 3/8"

12' 2 1/2"

12' 2 1/2"

12' 2 1/2"

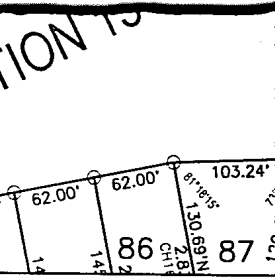
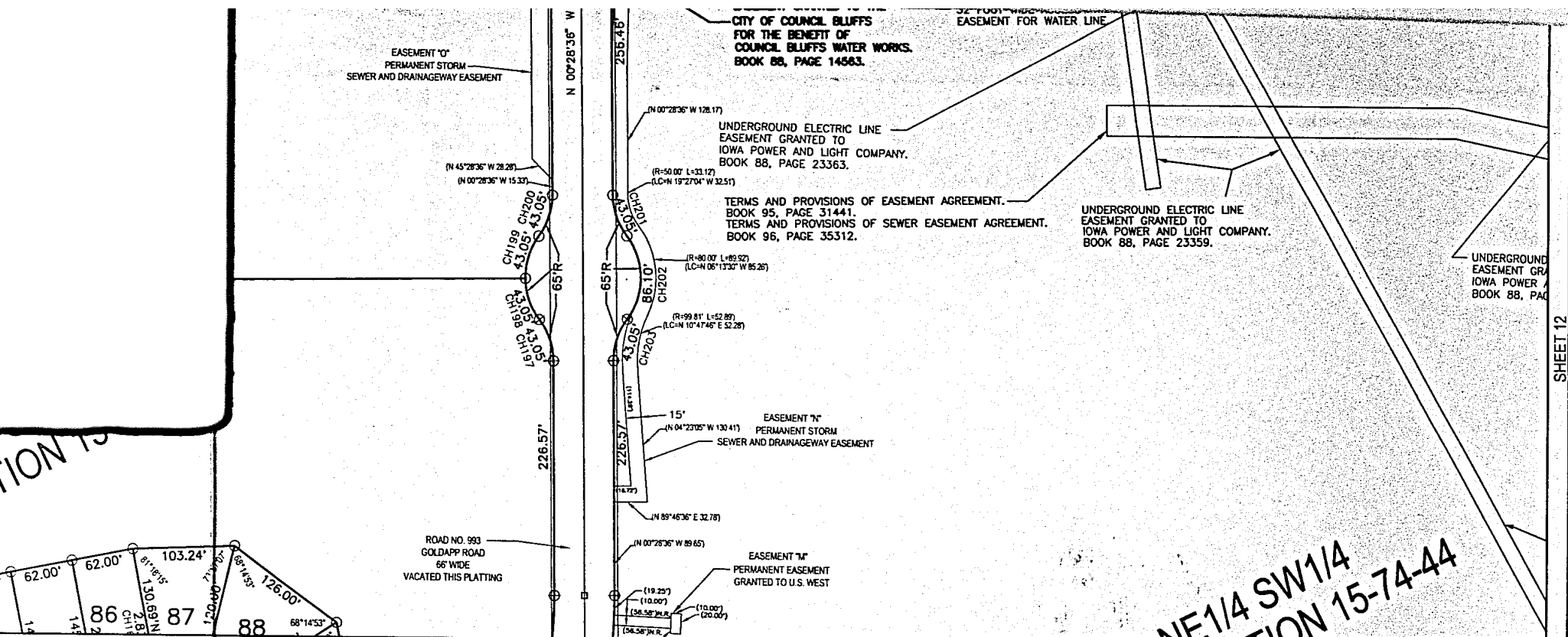
12' 2 1/2"

SHEET 5

27.61'

2629.15'

SHEET



SHEET 7

SHEET 6 OF 12

NE 1/4 SW 1/4
SECTION 15-74-44

FOX RUN LANDING

COUNCIL BLUFFS, IOWA



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FAX: (402) 895-3599

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

RK 101 PG 17674 **COMPARED**

SHEET 12

LOT 115
23.941 acres

LOT 114
44.185 acres

NW1/4 SW1/4
SECTION 15-74-44

EASEMENT "O"
PERMANENT STORM
SEWER AND DRAINAGEWAY EASEMENT

(N 45°28'36" W 28.28')
(N 00°28'36" W 15.33')

CH199 CH200
43.05' 43.05'

CH199 CH200
43.05' 43.05'

CH203
43.05'

CH203
43.05'

CH203
43.05'

CH203
43.05'

CH203
43.05'

CH203
43.05'

CH203
43.05'

CH203
43.05'

CH203
43.05'

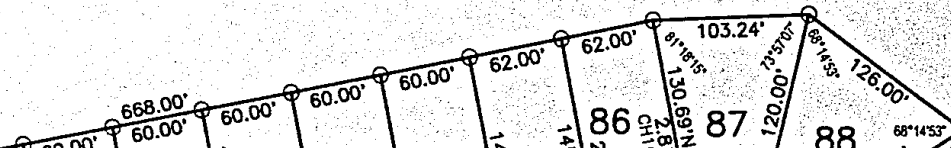
CH203
43.05'

CH203
43.05'

CH203
43.05'

ROAD NO. 993
GOLDAPP ROAD
66' WIDE
VACATED THIS PLATTING

EASEMENT "L"
PERMANENT 15 FOOT STORM



SHEET 7

Proj No:	99049
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Drawn By:	LDD
Checked By:	
Scale:	1" = 100'
Sheet 6 of 12	

Revisions	
No	Date

FINAL PLAT

FOX RUN LANDING
COUNCIL BLUFFS, IOWA

BK 101 PG 17675

COMPARED

BK 101 PG 17677

COM

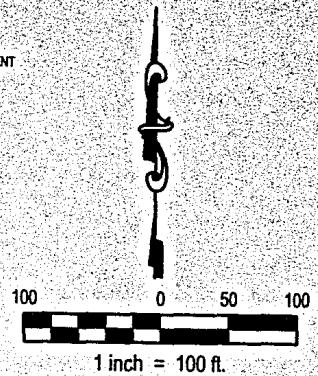
BK 101 PG 17676

COMPARED

ROAD NO. 993
GOLDAPP ROAD
66' WIDE
VACATED THIS PLATTING

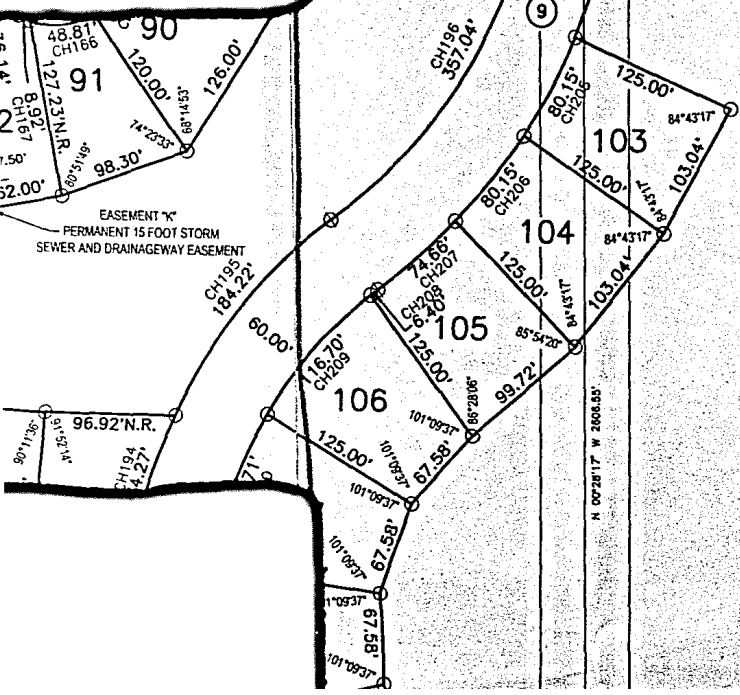
EASEMENT "N"
PERMANENT STORM
SEWER AND DRAINAGEWAY EASEMENT

EASEMENT "M"
PERMANENT EASEMENT
GRANTED TO U.S. WEST



NE 1/4 SW 1/4
SECTION 15-74-44

UNDERGROUND ELECTRIC
EASEMENT GRANTED TO
IOWA POWER AND LIGHT
BOOK 88, PAGE 2335



LOT 117
163.777 acres

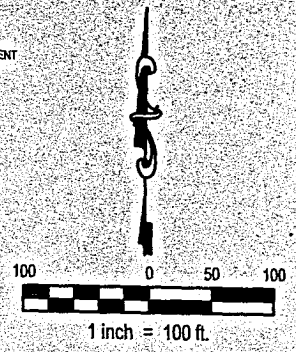
NW1/4 SW1/4
SECTION 15-74-44

COMPARED

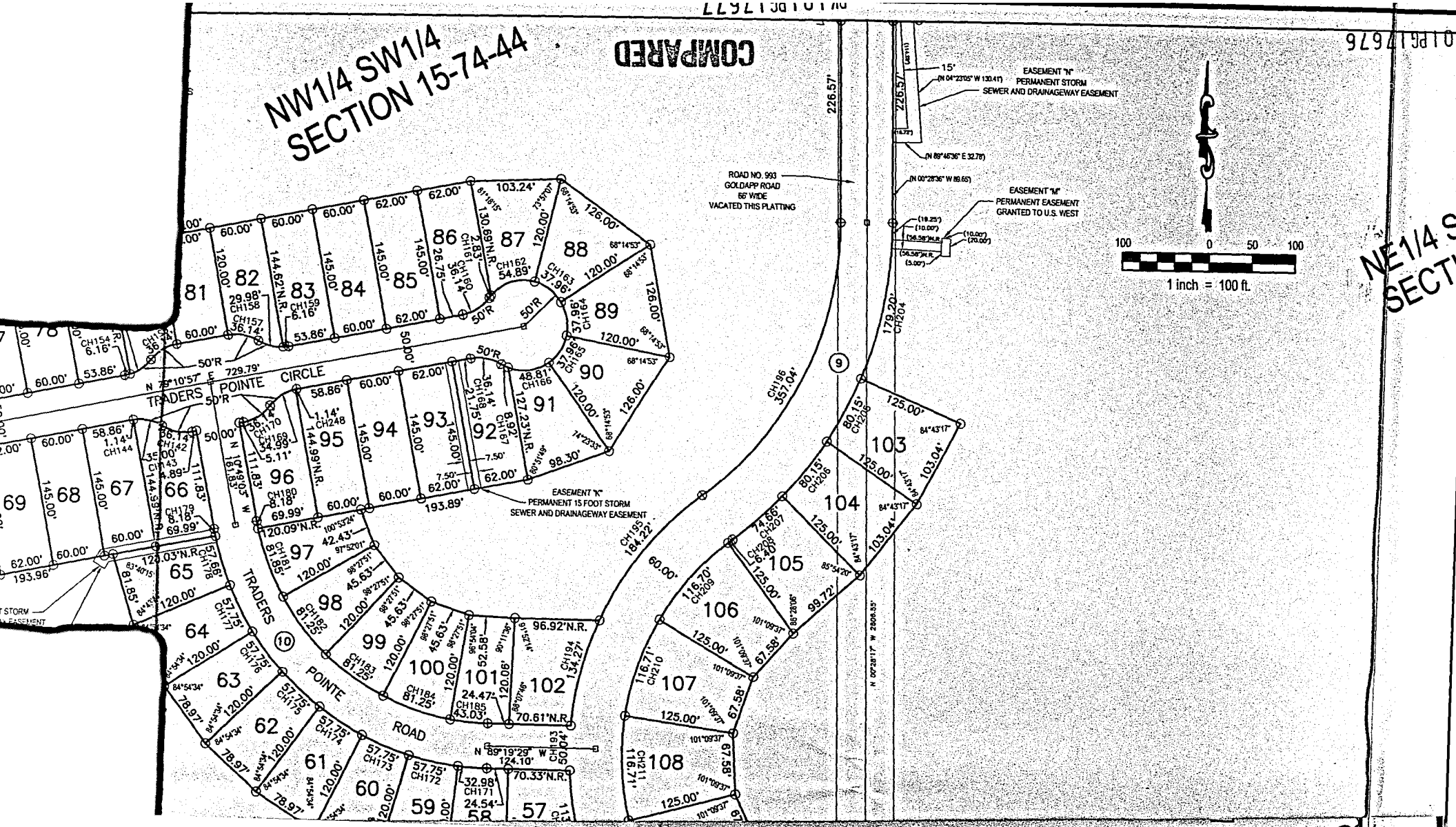
ROAD NO. 993
GOLDFP ROAD
65' WIDE
VACATED THIS PLATTING

EASEMENT "N"
PERMANENT STORM
SEWER AND DRAINAGEWAY EASEMENT

EASEMENT "M"
PERMANENT EASEMENT
GRANTED TO U.S. WEST



NE 1/4 S
SECTION



BK101PG17678

COMPARED

LOT 114
44.185 acres

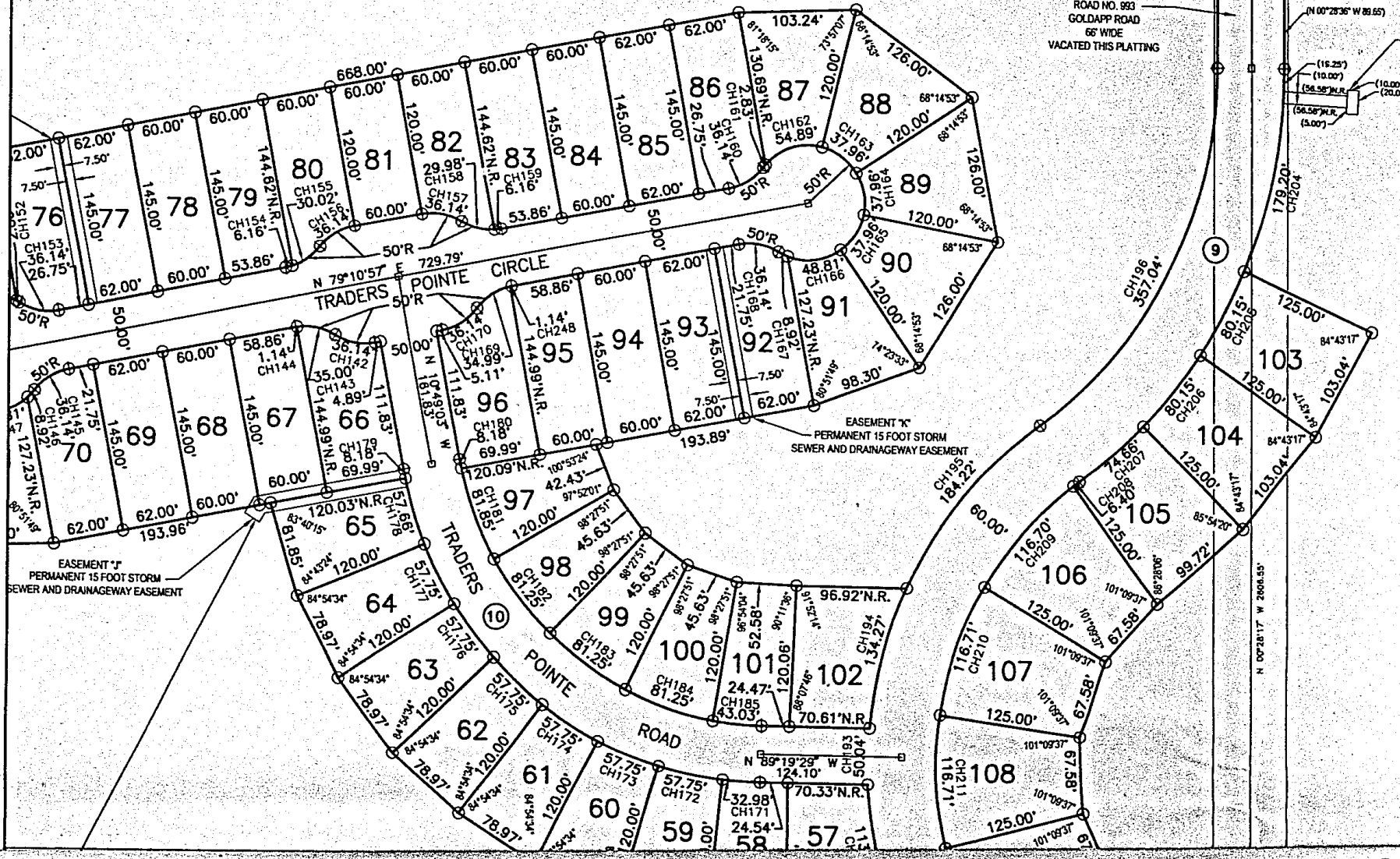
NW1/4 SW1/4 SECTION 15-74-44

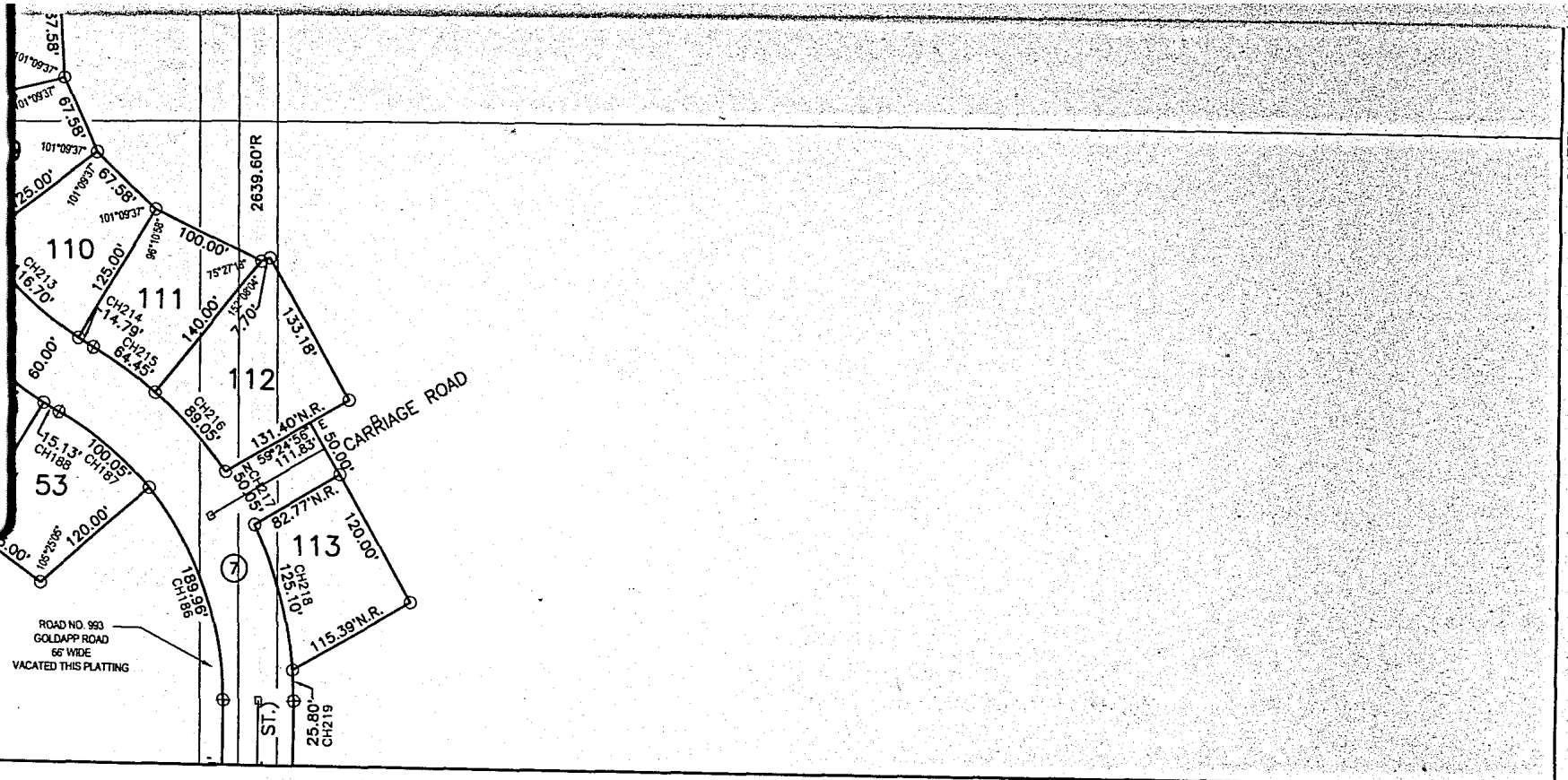
COMPARED

ROAD NO. 993
GOLDAPP ROAD
66' WIDE
VACATED THIS PLATTING

EASEMENT "N"
PERMANENT STORM
SEWER AND DRAINAGEWAY EASEMENT

EASEMENT "M"
PERMANENT EASEMENT
GRANTED TO U.S. WEST





ROAD NO. 993
GOLDAPP ROAD
66' WIDE
VACATED THIS PLATTING

SHEET 8

SHEET 7 OF 12

FOX RUN LANDING
COUNCIL BLUFFS, IOWA



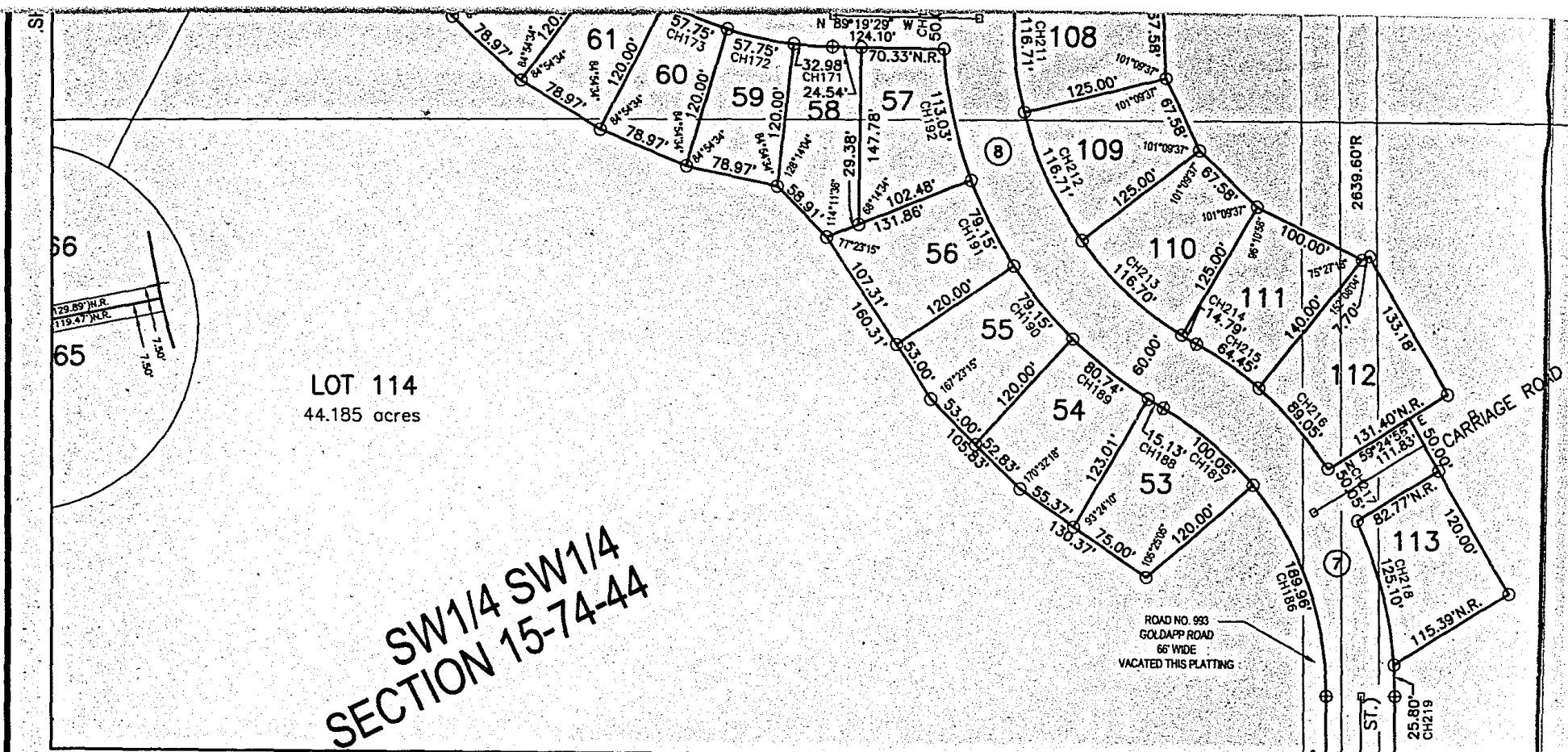
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BK 101 PG 17679

CONDADEN



SW 1/4 SW 1/4
SECTION 15-74-44

LOT 114
44.185 acres

SHEET 8

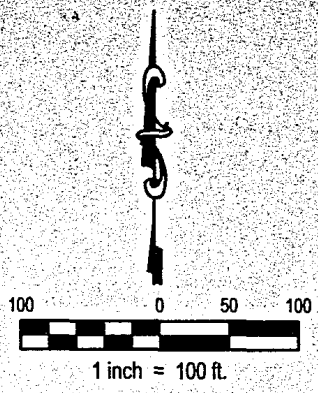
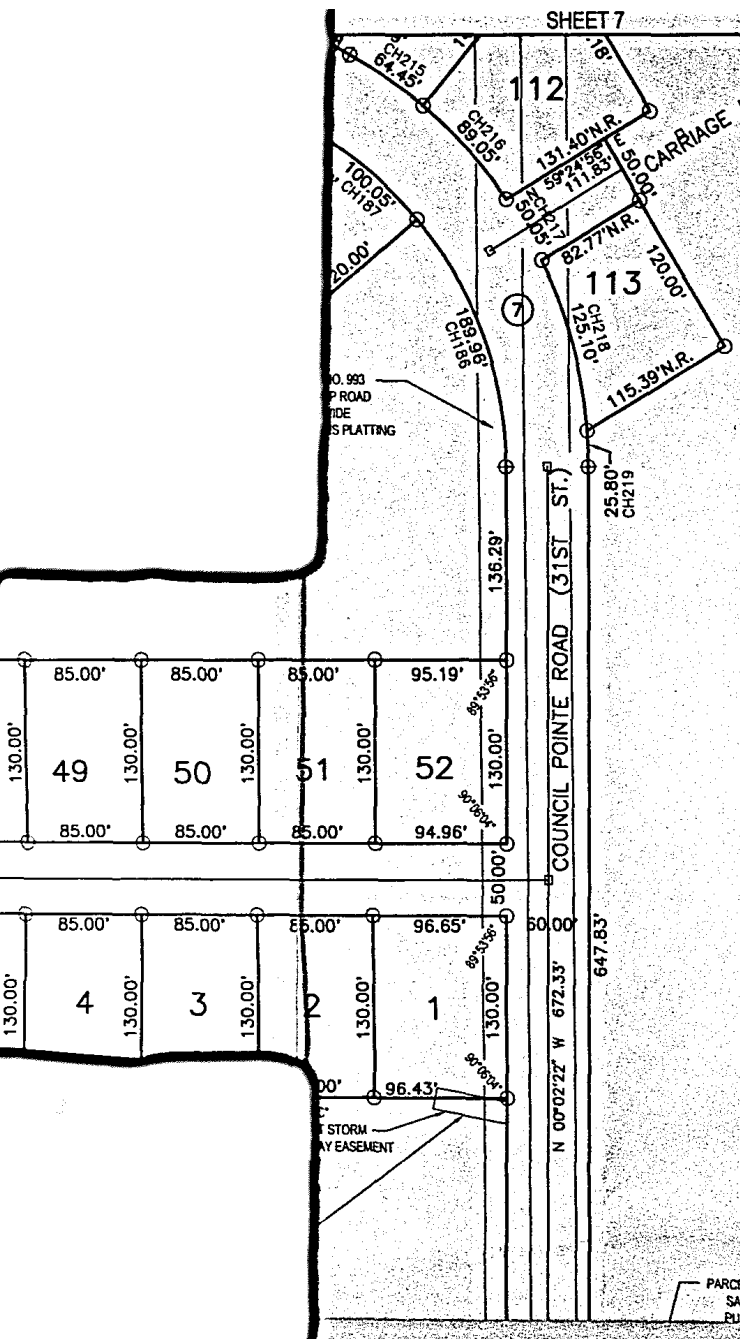
Proj No:	99049
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Checked By:	
Scale:	1" = 100'
Sheet 7 of 12	

Revisions	
No	Date

FINAL PLAT

FOX RUN LANDING
COUNCIL BLUFFS, IOWA

COMPARED



SE1/4 SW1/4
SECTION 15-74-44

LOT 117
163.777 acres

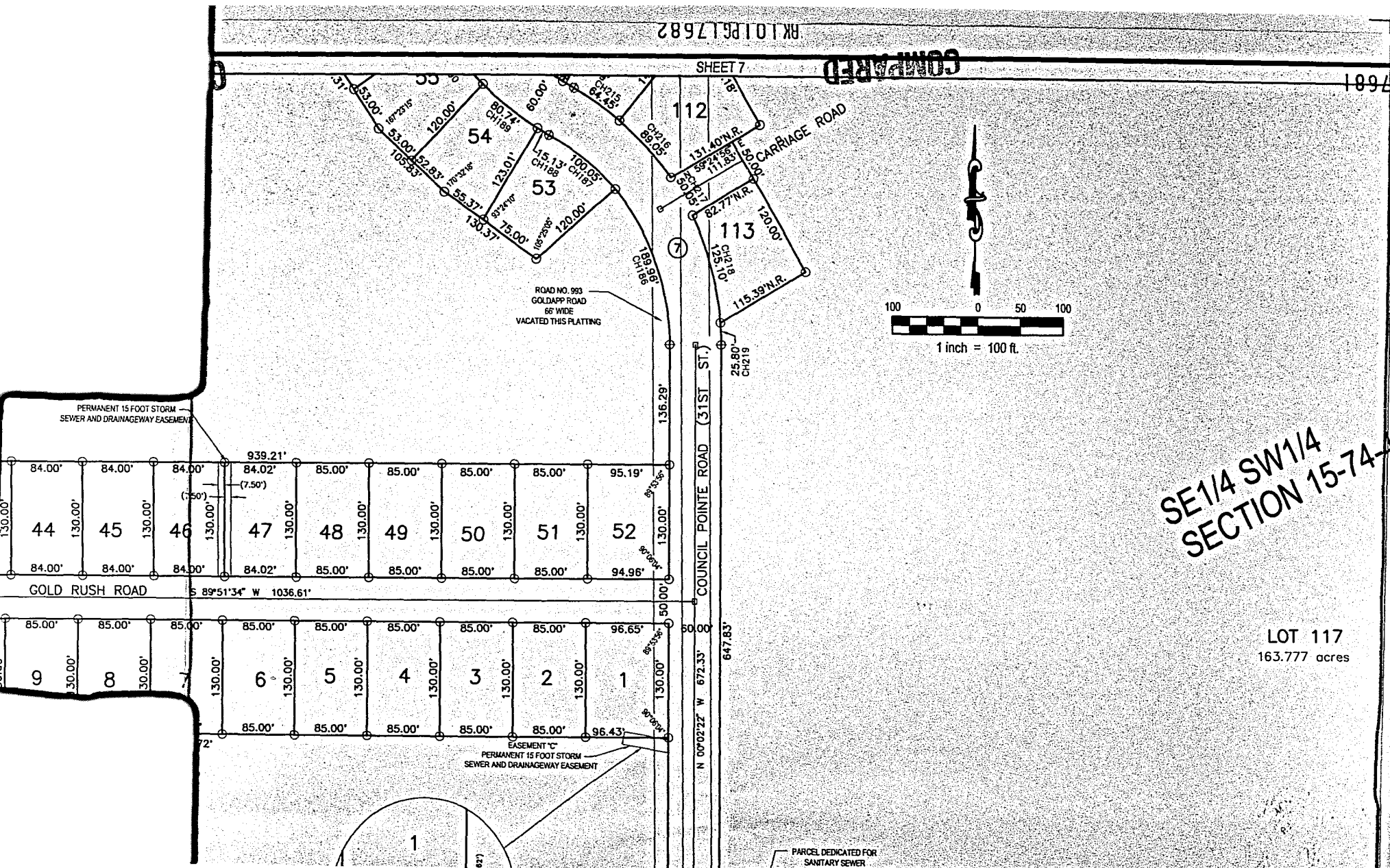
PARCEL DEDICATED FOR
SANITARY SEWER
PUMPING STATION

RK 101 PG 17682

COMPARED

10971961

SHEET 7



SE1/4 SW1/4
SECTION 15-74-44

LOT 117
163.777 acres

BN 101 PG 17682

BN 101 PG 17682

COMPARED

SHEET 7

COMPARED

LOT 114
44.185 acres

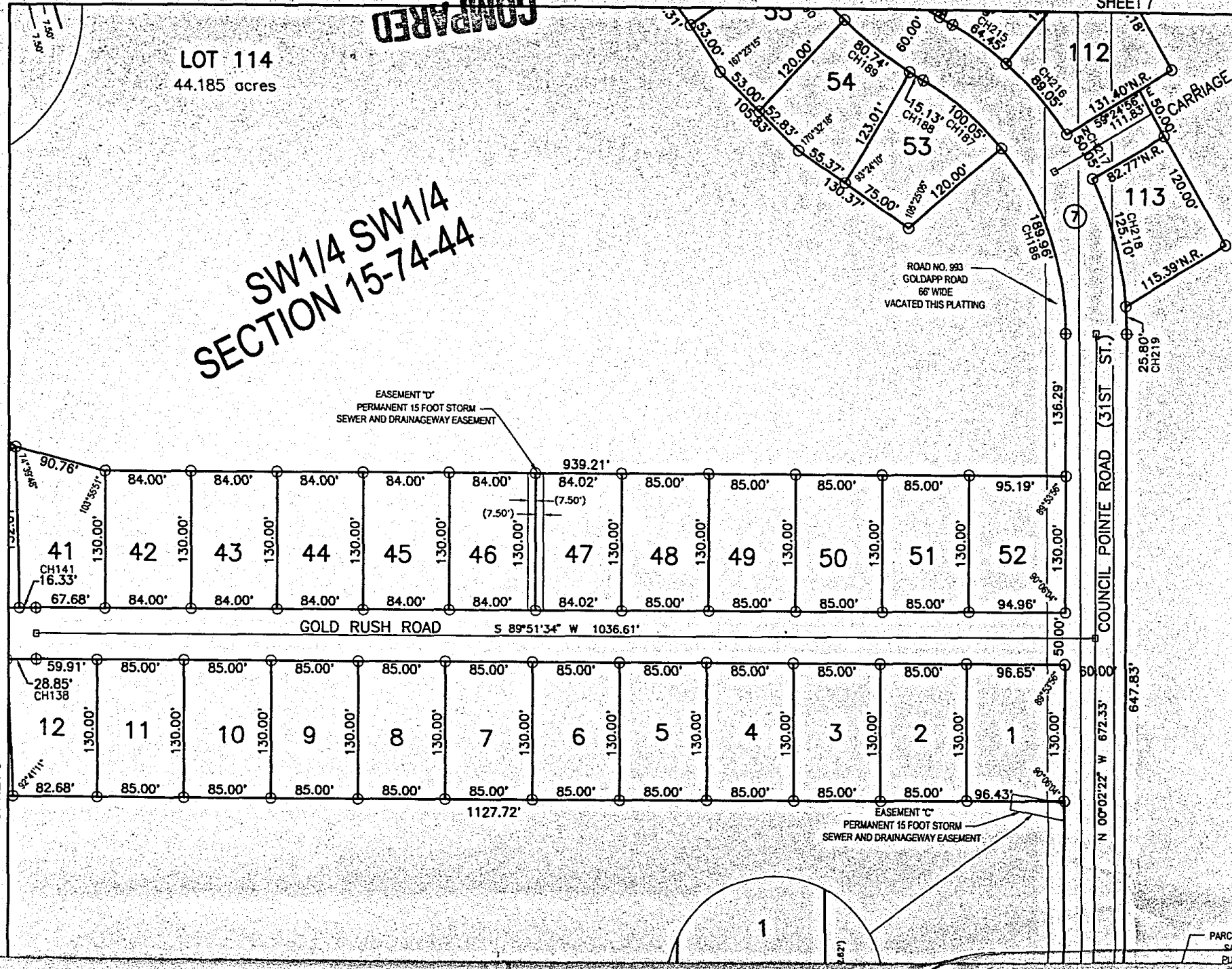
SW1/4 SW1/4
SECTION 15-74-44

EASEMENT "D"
PERMANENT 15 FOOT STORM
SEWER AND DRAINAGEWAY EASEMENT

ROAD NO. 993
GOLDAPP ROAD
66' WIDE
VACATED THIS PLATTING

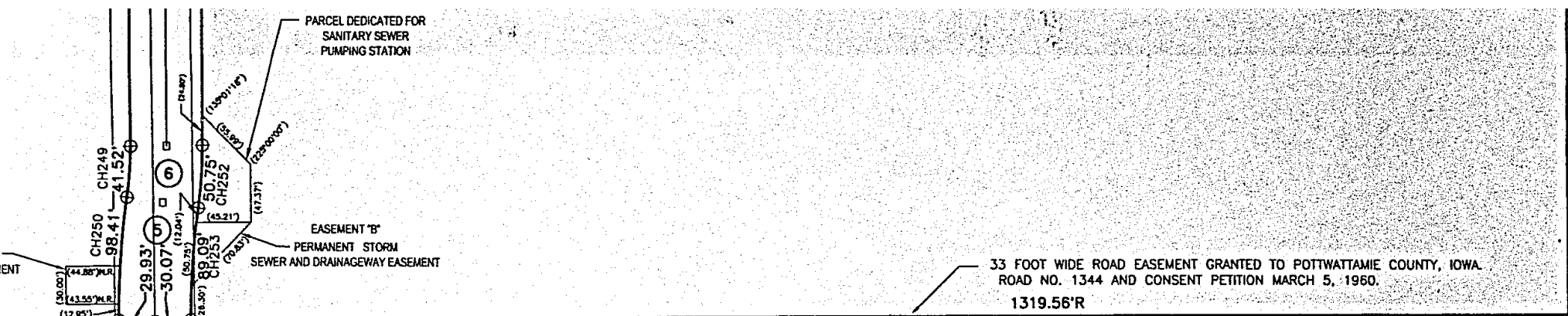
COUNCIL POINTE ROAD (31ST ST.)

PARCEL DEDICATED FOR
SANITARY SEWER
PUMPING STATION



1 inch

SHEET 3



POINT OF BEGINNING S 89°51'28" W 1319.67'

POINT N 00°28'17" W 33.00'
 SOUTHEAST CORNER OF THE
 SW1/4 OF THE SW1/4 OF
 SECTION 15-74-44
 3/4" OPEN

SHEET 8 OF 12

FOX RUN LANDING

COUNCIL BLUFFS, IOWA



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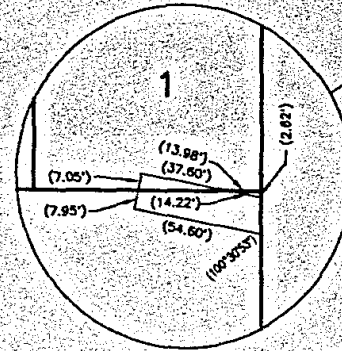
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 LINCOLN, NE 68516-5841
 PHONE: (402) 420-7217
 FAX: (402) 420-7218

BK 10 | PG 17684

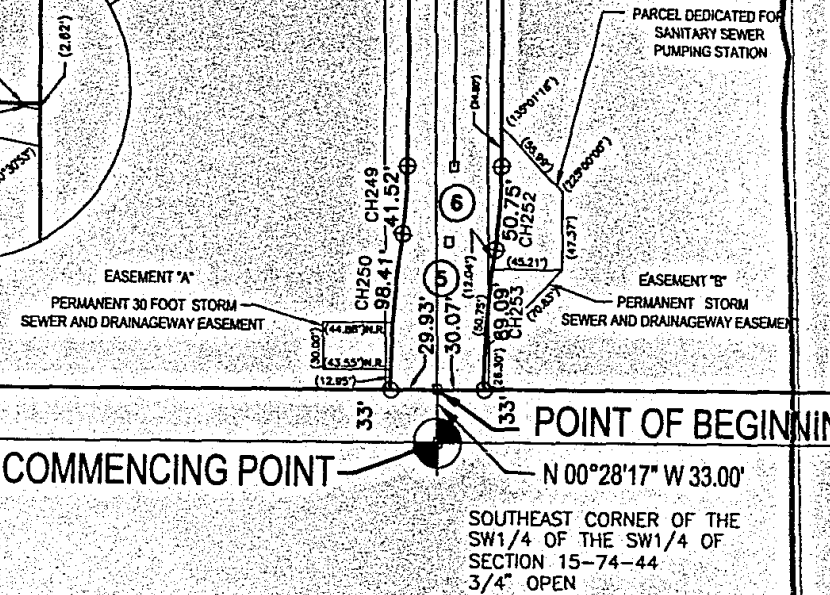
COMPARED

LOT 118
46.414 acres



1289.48'

33 55TH AVENUE S 89°52'40" W 1319.41'



Proj No:	99049
Date:	07/11/00
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Scale:	1" = 100'
Sheet 8 of 12	

Revisions	
No	Date

FINAL PLAT

BK 101 PG 17685

FOX RUN LANDING

COUNCIL BLUFFS, IOWA

COMPARED

SW 1/4 SE 1/4
SECTION 15-74-44

LOT 117
163.777 acres

40 FOOT WIDE ROAD EASEMENT GRANTED TO POTTWATTAMIE COUNTY, IOWA.
ROAD NO. 1344 AND CONSENT PETITION MARCH 5, 1960.

SOUTH 26TH STREET

S 00°22'10" E 2613.99'

UNPLATTED

COMPARED

BK 101 PG 17686

SHEET 10
BK 101 PG 17687

COMPARED

BK 1

SHEET 10
BK 101 PCL 7687

PCL 7687

COMPAR

COMPARED

PARED

100

5-74-44

SW1/4 SE1/4
SECTION 15-74-44

LOT 117
163.777 acres

7

BK 101 PG 17688

COMPARED



1 inch = 100 ft.

1/4
N 15-74-44

SHEET 8
T 117
777 acres

SHEET 10
BK 101 PG 17687

COMPARED

SW 1/4 SE 1/4
SECTION 15-74-44

LOT 117
163.777 acres

33 FOOT WIDE ROAD EASEMENT GRANTED TO POTTWATTAMIE COUNTY, IOWA.
ROAD NO. 1344 AND CONSENT PETITION MARCH 5, 1960. 1322.07'R

S 89°37'54" W 1321.76'

40' 33'

SOUTHEAST CORNER
SECTION 15-74-44
BRASS CAP

SOUTHEAST CORNER OF THE
SW1/4 OF THE SE1/4 OF
SECTION 15-74-44
CAPPED REBAR #7717

S 89°37'54" W
1322.03'

SHEET 9 OF 12

FOX RUN LANDING

COUNCIL BLUFFS, IOWA



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BK101PG17689

COMPARED

33 FOOT WIDE ROAD EASEMENT GRANTED TO POTTWATTAMIE COUNTY, IOWA
 ROAD NO. 1344 AND CONSENT PETITION MARCH 5, 1960.
 319.56'R

33 FOOT WIDE ROAD EASEMENT GRANTED TO POTTWATTAMIE COUNTY, IOWA
 ROAD NO. 1344 AND CONSENT PETITION MARCH 5, 1960.

89°37'54"
 89°37'05"
 CAPPED REBAR #7717

9.67'

S 89°37'54" W 1

SOUTH 1/4 CORNER
 SECTION 15-74-44

Proj No: 99049
 Date: 07/11/00
 Designed By: BAW
 Drawn By: LDD
 Checked By:
 Scale: 1" = 100'
 Sheet 9 of 12

Revisions	
No	Date

FINAL PLAT

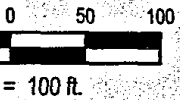
FOX RUN LANDING
 COUNCIL BLUFFS, IOWA

BRTUTPG17690 COMPARED

COMPARED

NW1/4 SE1/4
SECTION 15-74-44

LOT 117
163.777 acres



ROAD EASEMENT GRANTED TO POTTWATTAMIE COUNTY, IOWA.
AND CONSENT PETITION MARCH 5, 1960.

40 FOOT WIDE ROAD EASEMENT GRANTED TO POTT
ROAD NO. 1344 AND CONSENT PETITION MARCH

SOUTH 26TH STREET

SOUTH 26TH

40

33'

2646.68'R

COMPARED

COMPARED



1 inch = 100 ft.

NW1/4 SE1/4
SECTION 15-74-44

LOT 117
163.777 acres

LINE
COMPANY.

40 FOOT WIDE ROAD EASEMENT GRANTED TO POIT
ROAD NO. 1344 AND CONSENT PETITION MARCH

ROAD EASEMENT GRANTED TO POTTWATTAMIE COUNTY, IOWA
AND CONSENT PETITION MARCH 5, 1960.

BK 101 PG 17699

BK 101 PG 17692

SHEET 11

COMPARED

COMPARED

UNDERGROUND ELECTRIC LINE
EASEMENT GRANTED TO
IOWA POWER AND LIGHT COMPANY.
BOOK 88, PAGE 23363.

UNDERGROUND ELECTRIC LINE
EASEMENT GRANTED TO
IOWA POWER AND LIGHT COMPANY.
BOOK 88, PAGE 23359.

NW 1/4
ON 15-74-44



NW 1/4 SECTION

LOT 117
163.777 acres

LOT
163.77

SHEET 7

40 FOOT WIDE ROAD EASEMENT OF
ROAD NO. 1344 AND CONSENT P

SOUTH

STREET

0°22'10" E 2613.99'

PLATTED

SHEET 9

SHEET 10 OF 12

FOX RUN LANDING

COUNCIL BLUFFS, IOWA



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FAX: (402) 420-7218

COMPARED

BK101PG17694

SHEET 7

UNDERGROUND ELECTRIC LINE
EASEMENT GRANTED TO
IOWA POWER AND LIGHT COMPANY.
BOOK 88, PAGE 23359.

SHEET 9

Proj No: 99049

Date: 07/11/00

Designed By: BAW

Drawn By: LDD

Checked By:

Scale: 1" = 100'

Sheet 10 of 12

Revisions

No

Date

_____	_____
_____	_____
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_____	_____
_____	_____

FINAL PLAT

FOX RUN LANDING

COUNCIL BLUFFS, IOWA

BK 101 PG 17695 COMPARED

COMPARET

COMPARET

UNPLATTED

69'

4-44

S 89°19'56" W 757.00'

1319.72'R

N 89°19'56" E 562.57'

CAPPED REBAR #7717

EAST 1/4 CORNER SECTION 15-74-44 BRASS CAP

NORTHEAST CORNER OF THE NW1/4 OF THE SE1/4 SECTION 15-74-44 CAPPED REBAR #7717

1319.69' N89°19'56"

EASEMENT GRANTED TO THE CITY OF COUNCIL BLUFFS FOR THE BENEFIT OF COUNCIL BLUFFS WATER WORKS. BOOK 88, PAGE 14563.

TERMS AND PROVISIONS OF AGREEMENT FOR NON-EXCLUSIVE EASEMENT FOR A PRIVATE ROAD. BOOK 88, PAGE 24884. BOOK 94, PAGE 30768. BOOK 95, PAGE 31441.

N 89°25'49" E 989.99'

989.99'

N 00°20'28" W 219.68'

219.68'

562.57'

89°19'56" 40' 33'

20'30" E 220.02'

IONS OF EASEMENT AGREEMENT. 1441. IONS OF SEWER EASEMENT AGREEMENT. 5312.



1 inch = 100 ft.

FOOT WIDE ROAD EASEMENT GRANTED TO POTTWATAMIE COUNTY, IOWA. BY ORD. NO. 1344 AND CONSENT PETITION MARCH 5, 1960.

SOUTH 26TH STREET

NW1/4 SE1/4 SECTION 15-74-44

BK 101 PG 17697

BK 101 PG 17696

SHEET 12

117
77 acres

DK 101 PG 17697

COMPARED

MPARED

S 00°08'56" E 1115'

LOT 4

S 89°49'58" W 33.31'

S 89°49'58" W 199.69'

CENTER OF SECTION 15-74-44
1/2" PINCH

S 89°19'56" W 757.00'

1319.72'R

N 89°19'

PRIVATE)

1/2" PINCH

89°01'05"

270°10'28"

33.31'

EASEMENT GRANTED TO THE CITY OF COUNCIL BLUFFS
FOR THE BENEFIT OF COUNCIL BLUFFS WATER WORKS.
BOOK 85, PAGE 14563.

TERMS AND PROVISIONS OF AGREEMENT FOR NON-EXCLUSIVE
EASEMENT FOR A PRIVATE ROAD. BOOK 88, PAGE 24884.
BOOK 94, PAGE 30768. BOOK 95, PAGE 31441.

S 00°20'30" E 220.02'

N 89°25'49" E 989.99'

989.99'

N 00°20'28" W 219.68'

219.68'

89°16'58"

269°45'18"

220.02'

270°13'41"

TERMS AND PROVISIONS OF EASEMENT AGREEMENT.
BOOK 95, PAGE 31441.
TERMS AND PROVISIONS OF SEWER EASEMENT AGREEMENT.
BOOK 96, PAGE 35312.

UNDERGROUND ELECTRIC LINE
EASEMENT GRANTED TO
IOWA POWER AND LIGHT COMPANY.
BOOK 88, PAGE 23363.

LINE
COMPANY.

100



NW1/4 SE1/4
SECTION 15-74-44

BK 101 PG 17698

BK 101 PG 17697

COMPARED

LOT 117
163.777 acres

COMPARED

LOT 4

S 00°08'56" E 1115.

S 89°49'58" W 33.31'

S 89°49'58" W 199.69'

CENTER OF SECTION 15-74-44
1/2" PINCH

S 89°19'56" W 757.00'

GROUND ELECTRIC LINE EASEMENT,
IOWA POWER AND LIGHT COMPANY, BOOK 88,
1326.75'R

MAG INEERY ROAD (PRIVATE)

EASEMENT GRANTED TO THE CITY OF COUNCIL BLUFFS
FOR THE BENEFIT OF COUNCIL BLUFFS WATER WORKS.
BOOK 88, PAGE 14863.

S 00°20'30" E 220.02'

TERMS AND PROVISIONS OF AGREEMENT FOR NON-EXCLUSIVE
EASEMENT FOR A PRIVATE ROAD, BOOK 88, PAGE 24884.
BOOK 94, PAGE 30768, BOOK 95, PAGE 31441.

N 89°25'49" E 989.99'
989.99'

GROUND ELECTRIC LINE
EASEMENT GRANTED TO
IOWA POWER AND LIGHT COMPANY,
BOOK 88, PAGE 23359.

UNDERGROUND ELECTRIC LINE
EASEMENT GRANTED TO
IOWA POWER AND LIGHT COMPANY,
BOOK 88, PAGE 23363.

TERMS AND PROVISIONS OF EASEMENT AGREEMENT,
BOOK 95, PAGE 31441.
TERMS AND PROVISIONS OF SEWER EASEMENT AGREEMENT,
BOOK 96, PAGE 35312.

NW1/4 SW
SECTION 15-1-

LOT 117
163.777 acres

40 FOOT WIDE ROAD NO. 1344

PLAT GRANTED TO POTWATAMIE COUNTY, IOWA
INSENT PETITION MARCH 5, 1960.

2646.68'R

40'

33'

STREET

26TH

SHEET 10

SHEET 11 OF 12

FOX RUN LANDING

COUNCIL BLUFFS, IOWA



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

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FAX: (402) 420-7218

COMPARED

BK101PG17699

NE 1/4 SW 1/4
SECTION 15-74-44

UNDERGROUND ELECTRIC LINE
EASEMENT GRANTED TO
IOWA POWER AND LIGHT COMPANY.
BOOK 88, PAGE 23359.

LOT 117
163.777 acres

SHEET 10

Proj No: 99049
Date: 07/11/00
Designed By: BAW
Drawn By: LDD
Checked By:
Scale: 1" = 100'
Sheet 11 of 12

Revisions	
No	Date

FINAL PLAT

FOX RUN LANDING

COUNCIL BLUFFS, IOWA

COMPARED

BK 10 | PG 17700

COMPARED

COMPARED

U.S. HIGHWAY NO. 275 / SOUTH OMAHA BRIDGE ROAD

E 1244.72'

1217.39'

84°41'06"

327.39'

LOT 2

89°33'15"

885.29'

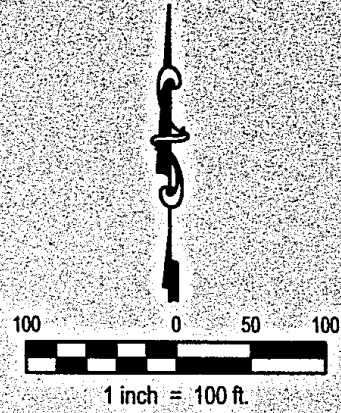
GATEWAY
SUBDIVISION

787.74'

LOT 3

115.13'

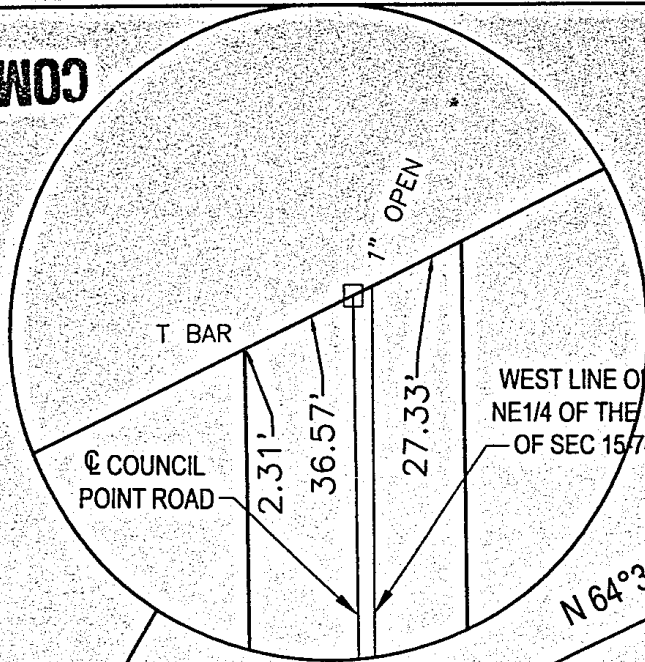
SE1/4 NW1/4
SECTION 15-74-44



COMPARED

BK 101 PG 17702

COMPARED



U.S. HIGHWAY NO. 275 / SOUTH OMAHA BRIDGE ROAD

N 64°32'50" E 1244.72'

1217.39'

WEST LINE OF THE NE1/4 OF THE SW1/4 OF SEC 15-74-44

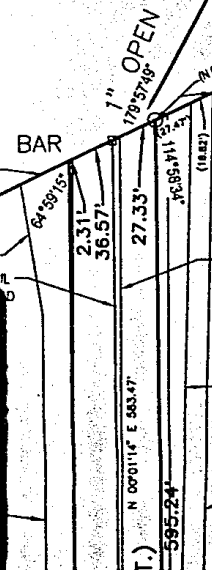
LOT 2

GATEWAY SUBDIVISION

SE1/4 NW1/4 SECTION 15-74-44

LOT 3

15.13'



WEST LINE OF THE NE1/4 OF THE SW1/4 OF SEC 15-74-44

15'

EASEMENT "M" PERMANENT STORM SEWER AND DRAINAGEWAY EASEMENT

885.29'

787.74'

88°33'15"

327.39'

64°41'56"

108°41'37"

178°37'48"

N 64°34'11" E 44.29'

BAR

64°58'13"

2.31'

36.57'

27.33'

36.95-411 (18.82)

585.24'

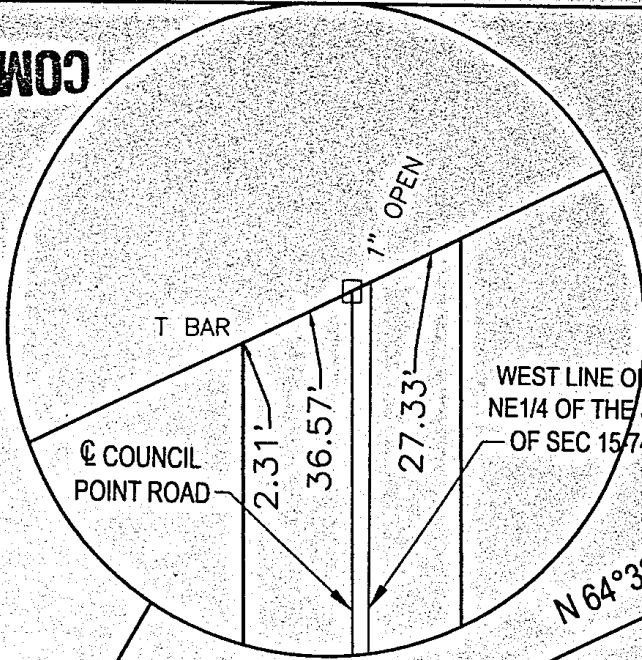
N 00°01'14" E 503.47'

BK101PG17703

COMPARED

BK101PG17702

COMPARED



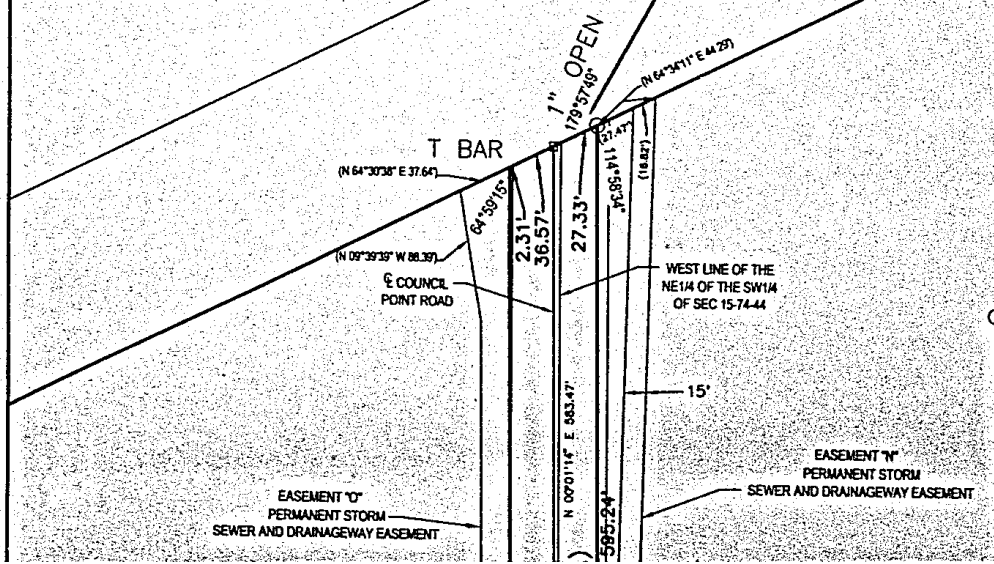
U.S. HIGHWAY NO. 275 / SOUTH OMAHA BRIDGE ROAD

N 64°32'50" E 1244.72'

1217.39'

885.29'

SE1/4 NW1/4
SECTION 15-74-44



SECTION

LOT 117
163.777 acres

S 00°08'56" E 1115.13'

LOT 4

S 89°49'58" W 33.31'

S 89°49'58" W 199.69'

CENTER OF SECTION 15-74-44
1/2" PINCH

S 89°19'56" W 757.00'

GROUND ELECTRIC LINE EASEMENT,
POWER AND LIGHT COMPANY, BOOK 88,

1326.75'R

MAC INEERY ROAD (PRIVATE)

33.31'

EASEMENT GRANTED TO THE CITY OF COUNCIL BLUFFS
FOR THE BENEFIT OF COUNCIL BLUFFS WATER WORKS.
BOOK 88, PAGE 14363.

TERMS AND PROVISIONS OF AGREEMENT FOR NON-EXCLUSIVE
EASEMENT FOR A PRIVATE ROAD, BOOK 88, PAGE 24884.
BOOK 94, PAGE 30768. BOOK 95, PAGE 31441.

S 00°20'30" E 220.02'

N 89°25'49" E 989.99'
989.99'

SHEET 11

SHEET 12 OF 12

FOX RUN LANDING

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

COMPARED

BK 101 PG 17704

SHEET 6

N 1/4
N 15-74-44

EASEMENT "O"
PERMANENT STORM
SEWER AND DRAINAGEWAY EASEMENT

ROAD NO. 993
GOLDAPP ROAD
66' WIDE
VACATED THIS PLATTING

(N 00°28'36" W 835.17)

823.64'

COUNCIL POINTE ROAD (31ST ST.)

N 00°28'36" W 1210.25'

256.46'

595.24'

(N 01°27'33" E 742.90)

90°18'36"

(N 00°28'36" W 128.17)

LOT 116
9.775 acres

469.54'

320.97'

87°35'57"

OVERHEAD AND UNDERGROUND ELECTRIC LINE EASEMENT.
GRANTED TO IOWA POWER AND LIGHT COMPANY. BOOK 88,
PAGE 23357.

1326.75'R

LOT 117
163.777 acres

S 89°49'58"

NORTHWEST CORNER OF THE
NE1/4 OF THE SW1/4 OF
SECTION 15-74-44
1" OPEN

EASEMENT "O"
PERMANENT STORM
SEWER AND DRAINAGEWAY EASEMENT

(N 45°28'36" W 28.28)

EASEMENT GRANTED TO THE
CITY OF COUNCIL BLUFFS
FOR THE BENEFIT OF
COUNCIL BLUFFS WATER WORKS.
BOOK 88, PAGE 14563.

32 FOOT WIDE ACCESS
EASEMENT FOR WATER LINE

UNDERGROUND ELECTRIC LINE
EASEMENT GRANTED TO
IOWA POWER AND LIGHT COMPANY.
BOOK 88, PAGE 23363.

MAC INEERY ROAD (PRIVATE)

SHEET 11

Proj No:	99049
Date:	07/11/00
Designed By:	BAW
Drawn By:	LDD
Checked By:	
Scale:	1" = 100'
Sheet 12 of 12	

Revisions

No

Date

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FINAL PLAT

FOX RUN LANDING

COUNCIL BLUFFS, IOWA

BK 101 PG 17705

COMPARED

Preparer: Rick D. Crowl, P. O. Box 398, Council Bluffs, IA 51502
(712) 322-4033

ATTORNEY'S OPINION WITH RESPECT TO FOX RUN LANDING SUBDIVISION

TO THE COUNTY RECORDER OF POTTAWATTAMIE COUNTY:

I have examined the abstract of title in ONE part covering real estate described as follows:

The SW 1/4 SW 1/4 of Section 15; the SE 1/4 SE 1/4 of Section 16; all in Township 74 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa.

Marketable title to the property is held in GOLF REAL ESTATE DEVELOPMENT L.L.C., a Nebraska Limited Liability Company;

A tract of land located in part of NW 1/4 SW 1/4 and part of the SW 1/4 NW 1/4 of Section 15, and part of the NE 1/4 SE 1/4 of Section 16, all in Township 74 North, Range 44 West of the 5th P.M., City of Council Bluffs, Pottawattamie County, Iowa, more fully described as follows:

Commencing at the Northeast corner of said NW 1/4 SW 1/4; thence S 89° 55' 57" W a distance of 33 feet to a point on the Westerly right of way of South 31st Street; thence N 00° 00' 00" E along said Westerly right of way a distance of 567.02 feet to a point 125 feet normal distant Southeasterly from the center-line of U.S. Highway 275; thence S 64° 28' 16" W along said Southeasterly right of way a distance of 956.98 feet to the point of beginning; thence S 17° 55' 52" E a distance of 659.00 feet; thence S 89° 21' 34" E a distance of 665.09 feet to a point on the Westerly right of way of South 31st Street; thence S 00° 31' 26" E along said Westerly right of way a distance of 851.70 feet to a point 33.00 feet West of the Southeast corner of NW 1/4 SW 1/4 of said Section 15; thence N 89° 47' 56" W along

BK 101 PG 17706

Entered for Taxation OCT 16 2000

Marilyn J. Drake
COUNTY AUDITOR

COMPARED

the South line of said NW 1/4 SW 1/4 a distance of 1284.32 feet to the Southwest corner of said NW 1/4 SW 1/4; thence continuing N 89° 47' 56" W along the South line of the NE 1/4 SE 1/4 of said Section 16 a distance of 1284.32 feet to a point on the Easterly right of way of South 35th Street, said point being 33.00 feet Easterly of the Southwest corner of said NE 1/4 SE 1/4; thence N 00° 16' 57" W along said Easterly right of way a distance of 639.19 feet to a point 150.00 feet normal distant Southeasterly from the centerline of U.S. Highway No. 275; thence N 64° 28' 16" E along said Southeasterly right of way a distance of 1453.45 feet to a point on the East line of the NE 1/4 SE 1/4 of said Section 16; thence N 00° 24' 11" W along said East line a distance of 27.61 feet to a point 125.00 feet normal distant Southeasterly from the centerline of said highway; thence N 64° 28' 16" E along said Southeasterly right of way a distance of 462.79 feet to the point of beginning. Said tract contains 60.57 acres, more or less, and is subject to easements of record.

NOTE: The East line of the SW 1/4 NW 1/4 of said Section 15 is assumed to bear N 00° 00' 00" E for this description.

Marketable title to the property is held in GOLF REAL ESTATE DEVELOPMENT L.L.C., a Nebraska Limited Liability Company. There is a Mortgage at Entry #72 from Golf Real Estate Development L.L.C. to U.S. Bank National Association in the amount of \$650,000.00 dated November 5, 1998 and recorded November 19, 1998 in Book 99, Page 26082, Pottawattamie County, Iowa records. There is a Mortgage at Entry #74 from Golf Real Estate Development, L.L.C. to U.S. Bank National Association in the amount of \$4,615,000.00 dated December 1, 1999 and recorded December 15, 1999 in Book 100, Page 29174, Pottawattamie County, Iowa records;

A tract of land located in part of the SW 1/4 NW 1/4, and part of the NW 1/4 SW 1/4, all in Section 15, Township 75 North, Range 44 West of the 5th P.M., City of Council Bluffs, Pottawattamie County, Iowa, more fully described as follows:

COMPARED

Commencing at the Northeast corner of said NW 1/4 SW 1/4; thence S 89° 55' 57" W a distance of 33.00 feet to a point on the Westerly right of way of South 31st Street and point of beginning; thence N 00° 00' 00" E along said Westerly right of way a distance of 567.02 feet to a point 125.00 feet normal distant Southeasterly from the centerline of U.S. Highway No. 275; thence S 64° 28' 16" W along said Southeasterly right of way a distance of 956.98 feet; thence S 17° 55' 52" E a distance of 659.00 feet; thence S 89° 21' 34" E a distance of 665.09 feet to a point on the Westerly right of way of South 31st Street; thence N 00° 31' 26" W along said Westerly right of way a distance of 479.84 feet to the point of beginning, said tract contains 15.13 acres, more or less, and is subject to easements of record.

NOTE: The East line of the SW 1/4 NW 1/4 of said Section 15 is assumed to bear N 00° 00' 00" E for this description.

Marketable title to the property is held in FOX RUN PROPERTIES, L.C., an Iowa limited liabilities company. There is a Mortgage shown at Entry #88 from Fox Run Properties, L.C. By Gregory A. Siaberas, Managing Member, to Jeffrey D. Fox and Corine K. Fox, husband and wife, in the amount of \$458,000.00 dated March 21, 1997 and recorded the same day in Book 97, Page 34296, Pottawattamie County, Iowa records;

Part of the E 1/2 NW 1/4 of Section 15, Township 74 North, Range 44 West of the 5th P.M., lying southerly of the right of way of U.S. Highway 275, in Pottawattamie County, Iowa, excepting the East 200 feet therefrom, more particularly described as follows: Commencing at the SE corner of said E 1/2 NW 1/4, said point being marked by an iron pipe and steel post, and running west of the south line of said E 1/2 NW 1/4 for 200 feet to the point of beginning, thence continuing west along said south line for 1126.88 feet to the southwest corner of said E 1/2 NW 1/4, said point marked by an iron pipe and steel post, thence running northerly on the west line of said E 1/2 NW 1/4 for 582.56 feet to the southerly right of way line of U.S. Highway 275, thence running northeasterly along said right of way

COMPARED

line for 1245.36 feet, thence running south on a line parallel to and 200 feet west of the east line of said E 1/2 NW 1/4 for 1115.09 feet to the point of beginning EXCEPT public road right-of-way. Parcel of 21 acres south of Highway 275 East of 31st Street, Council Bluffs, Iowa.

Marketable title to the property is held in FOX RUN PROPERTIES, L.C.;

Parcel 1:- The East 1/2 of the SW 1/4, and the West 1/2 of the SE 1/4 of Section 15, Township 74 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa EXCEPT A parcel of land situated in the South 1/2 of Section 15, Township 74, Range 44, Pottawattamie County, Iowa, more particularly described as follows: Commencing at the South 1/4 corner of said Section 15 and point of beginning; thence North 90° 00' 00" West 1019.56 feet; thence North 0° 20' 10" West 2339.60 feet; thence North 89° 59' 15" East 1026.75 feet; thence North 89° 28' 05" East 1179.72 feet; thence South 0° 13' 05" East 2345.89 feet; thence South 89° 45' 50" West 1182.07 feet to the point of beginning AND A parcel of land situated in the South 1/2 of Section 15, Township 74, Range 44, further described as follows: Beginning at center of Section 15, Township 74, Range 44, Pottawattamie County, Iowa; thence North 89° 28' 05" East 757.00 feet, thence South 0° 10' 54" East 220.00 feet, thence South 89° 28' 05" West 757.00 feet, thence South 89° 59' 15" West 233.00 feet, thence North 0° 10' 54" West 220.00 feet, thence North 89° 59' 15" East to the point of beginning.

Parcel 2: The parcel of land situated in the South 1/2 of Section 15, Township 74 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa, more particularly described as follows: Commencing at the South 1/4 corner of said Section 15 and point of beginning; thence North 90° 00' 00" West 1019.56 feet; thence North 0° 20' 10" West 2339.60 feet; thence North 89° 59' 15" East 1026.75 feet; thence North 89° 28' 05" East 1179.72 feet; thence South 0° 13' 05" East 2345.89 feet; thence South 89° 45' 50" West 1182.07 feet to the point of beginning.

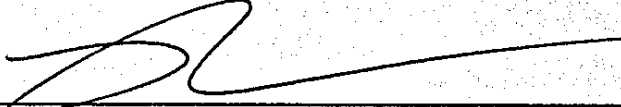
COMPARED

Marketable title to the property is held in FOX RUN PROPERTIES, L.C., an Iowa Limited Liability Company. There is an Easement Agreement shown at Entry #147 dated April 4, 1988 and recorded in Book 94, Page 30768, Pottawattamie County, Iowa records.

There is an Easement Agreement shown at Entry #153 dated June 22, 1995 and recorded in Book 95, Page 31441, Pottawattamie County, Iowa records. There is a Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement shown at Entry #167 from Fox Run Properties L.C., an Iowa Limited Liability Company by Gregory A. Siaperas, Manager, to Business Mens Assurance Company of America in the amount of \$1,800,000.00 (no date shown) acknowledged August 14, 1998 and recorded August 18, 1998 in Book 99, Page 9185, Pottawattamie County, Iowa records. There is a Mortgage shown at Entry #176 between Fox Run Properties, L.C. (Mortgagors) and Sterling McLaren Construction Co., Inc. (Mortgagee) (no amount shown) dated December 3, 1999 and recorded December 15, 1999 in Book 100, Page 29180, Pottawattamie County, Iowa records.

Real estate taxes for 1999 unpaid and prior years paid.

This opinion is expressed as of October 3, 2000.



Rick D. Crowl, Attorney at Law
Stuart, Tinley, Peters, Thorn, Hughes,
Faust & Madsen
P. O. Box 398
Council Bluffs, IA 51502-0398
Telephone No. (712) 322-4033

COMPARED

Preparer Information Deborah L. Petersen of Reilly, Petersen & Hannan, P.L.C., 215 South Main, P.O. Box 1016, Council Bluffs, Iowa 51502-1016, (712) 328-1575
Individual's Name Street Address City, State Zip Code Phone

DEBORAH L. PETERSEN ISBA # 8314

SPACE ABOVE THIS LINE FOR RECORDER

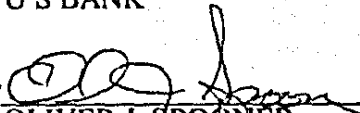
MORTGAGE HOLDER'S STATEMENT

STATE OF IOWA)
COUNTY OF POTTAWATTAMIE) ss.

I, OLIVER J. SPOONER, being first duly sworn, on oath depose and state that I am the Vice President of US Bank, the holder of mortgages on the property described in the foregoing Certificate and Dedication of Plat of Fox Run Landing Phase I in Council Bluffs, Pottawattamie County, Iowa, and the attached Plat. Said mortgages are dated and recorded as follows: 1) November 19, 1998, in Book 99 at Page 26082 of the records of Pottawattamie County, Iowa, and 2) December 15, 1999, in Book 100 at Page 29174 of the records of Pottawattamie County, Iowa. I certify that the Plat is prepared with the free consent of US Bank. I further certify that US Bank agrees to release its mortgages on all areas conveyed to the City of Council Bluffs, Iowa or dedicated to the public upon approval of the Final Plat of Fox Run Landing Phase I.


DATED this 16th day of October, 2000.

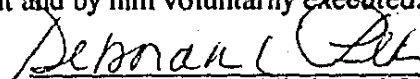
U S BANK

By 
OLIVER J. SPOONER,
Assistant Vice President

STATE OF IOWA, POTTAWATTAMIE COUNTY, ss:

On this 16th day of October, 2000, before me, the undersigned, a Notary Public in and for said County and State, personally appeared OLIVER J. SPOONER, to me personally known, who, being by me duly sworn, did say that he is the Assistant Vice President of US Bank executing the within and foregoing instrument; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said OLIVER J. SPOONER as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

 DEBORAH L. PETERSEN
MY COMMISSION EXPIRES
12-19-02


Notary Public in and for said State

BK101PG17711

COMPARED

Preparer Information Deborah L. Petersen of Reilly, Petersen & Hannan, P.L.C., 215 South Main, P.O. Box 1016, Council Bluffs, Iowa 51502-1016, (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 IOWA)
COUNTY OF POTTAWATTAMIE) ss.

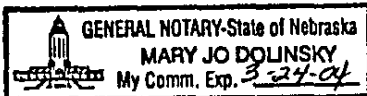
We, JEFFREY D. FOX and CORINE K. FOX, husband and wife, being first duly sworn, on oath depose and state that we are the holders of a mortgage on the property described in the foregoing Certificate and Dedication of Plat of Fox Run Landing Phase I in Council Bluffs, Pottawattamie County, Iowa, and the attached Plat. Said mortgage is dated March 21, 1997, and recorded on March 21, 1997, in Book 97 at Page 34296 of the records of Pottawattamie County, Iowa. We certify that the Plat is prepared with our free consent. We further certify that we agree to release our mortgage on all areas conveyed to the City of Council Bluffs, Iowa or dedicated to the public upon approval of the Final Plat of Fox Run Landing Phase I.

DATED this 9 day of Oct, 2000.

Jeffrey D. Fox
JEFFREY D. FOX
Corine K. Fox
CORINE K. FOX

NEBRASKA, DOUGLAS
STATE OF IOWA, POTTAWATTAMIE COUNTY, ss:

On this 9 day of October, 2000, before me, the undersigned a Notary Public in and for said State and County, personally appeared JEFFREY D. FOX and CORINE K. FOX, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Mary Jo Dolinsky
Notary Public in and for said State

CERTIFICATE AND RECEIPT

COMPARED

=====

STATE OF IOWA,

} ss.

Portawattamie County,

The undersigned, Clerk of the City of Council Bluffs, Iowa,

hereby certifies that: Resolution No. 00-206 and Attachment "A" are

true and correct copies

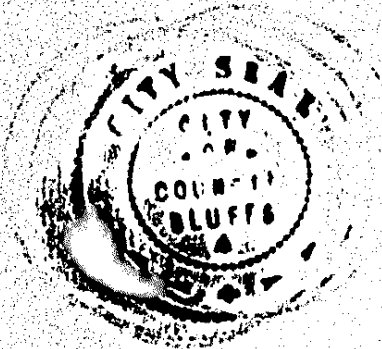
as the same appears of record in this office.

Witness my hand and seal of Council Bluffs, Iowa, this

1st day of September A.D. 2000

Cheryl Pustoney
Deputy City Clerk of the City of Council Bluffs, Iowa

=====



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. 00-206

A RESOLUTION granting final plat approval for Fox Run Landing Phase I, with side yard setback variances for Lots 57 through 102.

WHEREAS, Fox Run Properties, L.C./Golf Real Estate Development, L.L.C. has requested final plat approval for Fox Run Landing Phase I, located on the south side of Highway 275-92, between South 26th and South 36th Street, as shown on Attachment "A"; and

WHEREAS, the preliminary plan was approved by City Council Resolution 98-78 on March 23, 1998. On March 10, 1999, the Planning Commission granted a one-year extension of the deadline for submitting the final plat. On March 14, 2000, a six-month extension was granted, giving the applicant until September 23, 2000, to submit the final plat for Phase I; and

WHEREAS, approval of the final plat for Phase I will create 113 single-family residential lots, all fully served by municipal services; and

WHEREAS, a variance is also being requested to allow a 5' interior side yard for the "Villas" on Lots 57 through 102; and

WHEREAS, the final plat has been reviewed by the appropriate city departments and utilities; and

WHEREAS, the Community Development Department recommends approval of a variance to allow a minimum 5' side yard setback on the interior side yards of Lots 57 through 102; and

WHEREAS, the Community Development Department further recommends approval of the final plat for a subdivision to be known as Fox Run Landing Phase I, as shown on Attachment "A", subject to the following conditions:

1. Prior to executing the final plat, all technical corrections required by the Community Development Department and/or Public Works Department shall be incorporated into the final plat document;
2. Prior to executing the final plat, all required public improvements shall be installed at developer's expense and accepted by the City, or the City shall be in receipt of a performance guarantee in an amount determined by the Public Works Department to be sufficient to finish all required public improvements not yet completed and/or certified and accepted by the Public Works Department;
3. Council Pointe Road shall be improved to 55th Avenue. A hard-surfaced temporary turn-around with a minimum radius sufficient for emergency responders and sanitation pick up shall be built adjacent to Lots 26 and 27 on Crogan's Way Road right-of-way; and

- 4. Upon acceptance of all required improvements, the developer shall provide the City with two sets of as-built construction drawings and a two-year maintenance bond.
- 5. Sidewalk shall be installed, at no expense to the City, along the street frontage of each residential lot prior to issuance of a Certificate of Occupancy for each residence; and
- 6. All fire hydrants shall be active and accessible prior to any framing activity in the subdivision; and
- 7. All illegal signs shall be removed from the site prior to executing the final plat.

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

That the variance requested to allow a minimum 5' side yard setback on the interior side yards of Lots 57 through 102 is hereby granted; and


BE IT FURTHER RESOLVED


That this City Council has determined that a portion of South 31st Street right-of-way is of no benefit to the City and should be vacated and replaced with a realigned right-of-way to be called Council Pointe Road, as dedicated and shown on the final plat; and

BE IT FURTHER RESOLVED

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

ADOPTED
 AND August 28, 2000
 APPROVED


 THOMAS P. HANAFAN Mayor

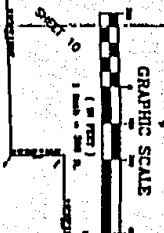
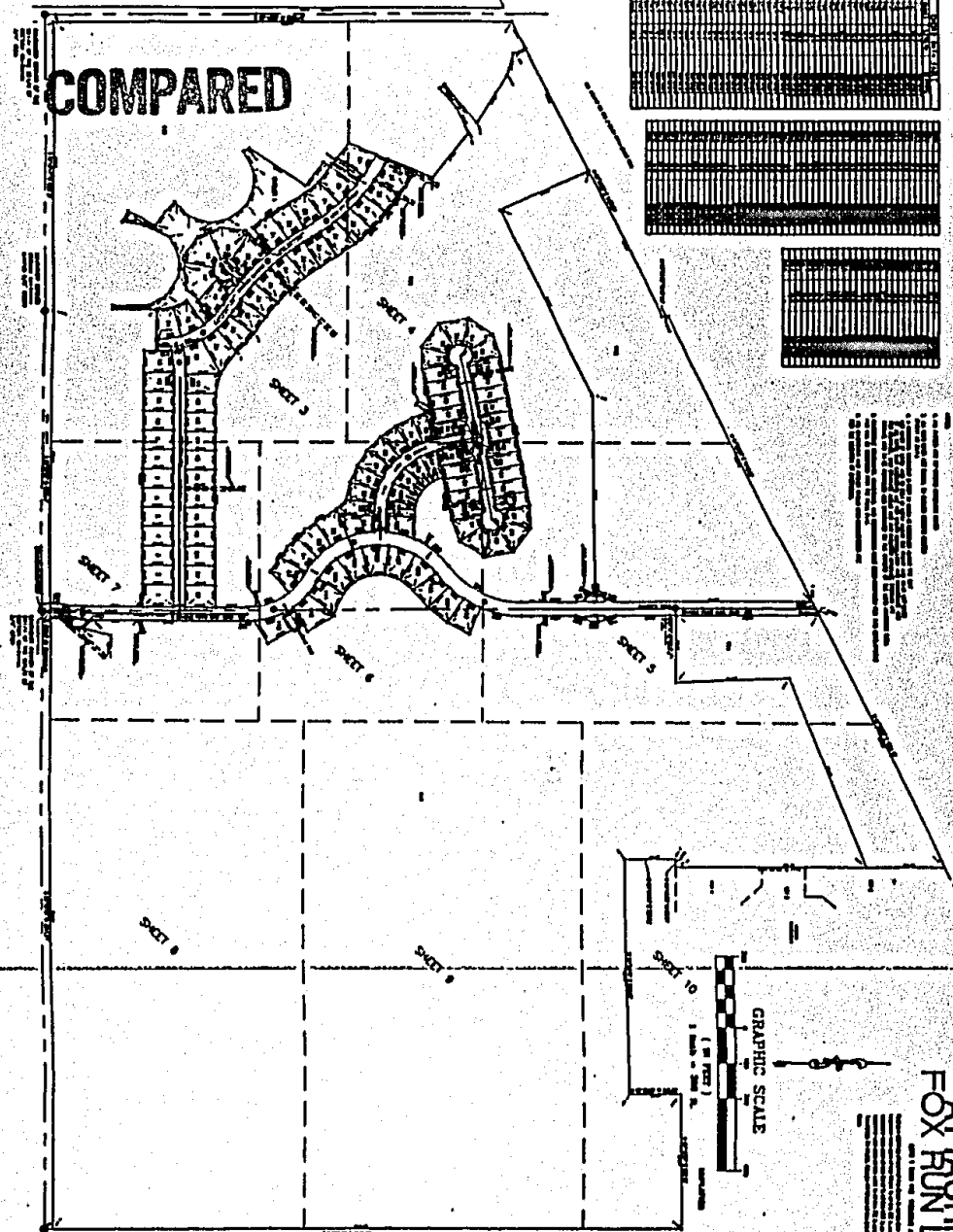
Attest: 
 Cheryl Puntaney Deputy City Clerk

Planning Case No. SUB-00-010

4A

CASE # SUB-00-010

FOX RUN LANDING 'A'



1. This plan shows the proposed building layout and parking areas for the project. The building layout is shown with solid lines and the parking areas are shown with dashed lines. The plan is subject to the approval of the local planning commission and the state planning board.

Prepared by: E&A CONSULTING GROUP, INC.
 Date: 10/1/00
 Project: Fox Run Landing 'A'

NO.	DESCRIPTION	DATE	BY	CHECKED
1	PRELIMINARY PLAN	10/1/00	J. SMITH	M. JONES
2	FINAL PLAN	10/1/00	J. SMITH	M. JONES

- 1. All dimensions are in feet and inches.
- 2. All bearings are true bearings.
- 3. All distances are in feet.
- 4. All areas are in square feet.
- 5. All volumes are in cubic feet.

4A

DATE	10/1/00
BY	J. SMITH
CHECKED	M. JONES
SCALE	AS SHOWN
PROJECT	FOX RUN LANDING 'A'

FINAL PLAT

FOX RUN LANDING
COUNCIL BLUFFS, IOWA

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

1718 NORTH JEWELL STREET, SUITE 200
 LINCOLN, NE 68504-1101
 PHONE: (402) 441-2711
 FAX: (402) 441-2711

COMPARED

Prepared By and Return To: Deborah L. Petersen of Reilly, Petersen & Hannan, P.L.C. 215 S. Main St., P.O. Box 1016 Council Bluffs, IA 51502-1016 712-328-1575

Individual's Name

Address

City/State/Zip Code

Phone

**DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
FOX RUN LANDING**

This Declaration is made this 12th day of October, 2000, by GOLF, L.L.C., hereinafter called "Developer".

ARTICLE I

STATEMENT OF INTENT

Developer owns the real estate commonly known as FOX RUN LANDING, a subdivision in Council Bluffs, Pottawattamie County, Iowa, as more specifically identified in the Final Plat of FOX RUN LANDING. This Declaration shall not apply to any property in FOX RUN LANDING which is zoned Commercial or Multi-Family Residential (R-3 or R-4 in the Council Bluffs, Iowa City Ordinances). Developer desires to provide for the preservation of values in the development of said facilities, and, therefore, desires to subject said real estate to covenants, restrictions, easements, charges, and liens hereinafter set forth which are for the benefit of said property. In connection with the maintenance of certain portions of said real estate, it is the intent and desire of Developer to incorporate the FOX RUN LANDING HOMEOWNERS ASSOCIATION, INC., as a not-for-profit corporation, which Association shall have powers of maintaining and administering the common properties and facilities and enforcing the covenants and restrictions and collecting and disbursing assessments and charges.

THEREFORE, the Developer hereby declares that the subject real estate be held, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth, which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and

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assigns, and which shall inure to the benefit of each owner thereof.

ARTICLE II

DEFINITIONS

For the purpose of these Restrictions, the following words shall be defined as follows:

1. "The Properties" shall mean and refer to all such existing properties as are subject to this Declaration and any addition to the residential community known as FOX RUN LANDING which Developer may in its discretion make subject to this Declaration as hereinafter set forth, including Common Areas.

2. "Lot" shall mean and refer to any separately-owned parcel as may be shown by any recorded subdivision plat of the Properties. Where the context indicates or requires, the term "Lot" includes any structure on the Lot. The term "Lot" shall also include ownership of a townhome in the subdivision.

3. "Residence" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

4. "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title, to any Lot situated upon the Properties. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation, unless such person or entity has acquired title pursuant to foreclosure or upon proceeding instead of foreclosure. Lot Owner shall include Developer.

5. "Developer" shall mean and refer to GOLF, L.L.C., its successors and assigns.

6. "Common Areas" shall mean all real property owned by the Developer or the Homes Association for the common use and enjoyment of the Lot Owners, and located on the Properties.

7. "Homes Association" shall mean FOX RUN LANDING HOMEOWNERS ASSOCIATION, INC., the Iowa not-for-profit corporation to be formed by the Developer for the purpose of serving as the Homes Association for the Properties.

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8. "Board of Directors" shall mean Board of Directors of the Homes Association as set forth in the Homes Association's Articles of Incorporation and By-Laws.

9. "Exterior Structure" shall mean any structure erected or maintained on a Lot other than the main residential structure or any structural component thereof, including but not limited to any deck, gazebo, animal shelter, fence, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, basketball goal, swing set, trampoline, sand box, playhouse, treehouse, or other recreational or play structure.

ARTICLE III

RESTRICTIONS AND COVENANTS

1. Each Lot shall be used for residential purposes except for such Lots or parts thereof as may hereafter or previously have been conveyed or dedicated by Developer, for use as a school, park or other non-profit use.

2. For each dwelling there must be erected an attached garage for not less than two (2) cars.

3. For a period of twenty-five (25) years after the filing of this Declaration, no residence, building, fence, wall, driveway, patio, patio enclosure, mail box (including any post, stand or structure therefore), rock garden, swimming pool, pool house, tennis court, basketball backboard, dog house, tree house, antenna, flag pole, solar heating or cooling device, tool shed, wind mill, wind generating equipment, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for improvements which have been approved by Developer, as follows:

(a) A Lot Owner desiring to erect an improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Developer (herein collectively referred to as the "Plans"). Such Plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, and location of structure proposed for Improvement. Concurrent

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with submission of the Plans, Lot Owner shall notify the Developer of the owner's mailing address.

(b) Developer shall review such Plans in relation to the type of exterior of improvements and construction, or approved for construction, on neighboring Lots and in the surrounding area and any general scheme or plans formulated by Developer. In this regard, Developer intends that the Lots shall form a developed residential community with homes constructed of high quality materials. If Developer determines that the proposed improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Developer may refuse approval of the proposed Improvement.

(c) Written notice of the approval or rejection of the proposed Improvement shall be mailed to the Lot Owner at the address specified by the owner upon submission of the Plans. No construction of any improvement shall commence prior to the issuance of the notice of approval.

(d) The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Developer to protect the values, character and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Developer, or to control, direct or influence the acts of the Developer with respect to any proposed Improvement. No responsibility, liability or obligations shall be assumed by or imposed upon Developer by virtue of any act or failure to act by Developer with respect to any proposed Improvement.

(e) Approvals and/or consents required by these covenants shall be solely the function of Developer. Developer may, at its option, delegate all or any part of the function of control to the Board of Directors of the Homes Association. If such delegation is made, control shall be the function and obligation of the Board of Directors of the Homes Association, and it may not be delegated to a separate control committee or other

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similar group. Any such delegation by Developer of all or part of its control function to the Board of Directors shall not be effective unless done in writing and signed by a person authorized to act on behalf of Developer.

4. The exposed front foundation walls and any exposed foundation walls facing any street, including any side street, must be constructed of or faced with earthtone brick or other material approved by Developer. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys on Lots other than Lots Adjoining Golf Course (See Article IV) shall be covered with wood or other material approved in writing by Developer. Fireplace chimneys on all home sides facing any street shall be covered with brick or other material approved in writing by Developer. The roof of all Improvements shall be covered with shingles that are identified as imitation shake or equal quality, of at least 245 pound heavy asphalt (Heritage, Presidential or Timberline in style), at discretion of Developer. Imitation shakes shall be weathered wood in color. Wood, tile and slate roofs will be acceptable with Developer approval. This provision shall be strictly enforced by Developer.

5. No advertising 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 (6) square feet advertising a Lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, sign and billboards or the construction and maintenance of buildings, if any, by Developer, its agents or assigns, during the construction and sale of the Lots.

6. No exterior television or radio antenna, satellite receiving dish, or exterior solar heating or cooling device of any sort shall be permitted on any Lot unless the device and its location are approved by Developer.

7. No repair of any boats, automobiles, motorcycles, trucks, campers, or similar vehicles shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked, or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as

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inconspicuous a manner as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck, golf cart, or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure). No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, airplanes, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this restriction shall not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

9. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubble or cutting shall be deposited on any street, road or Lot. No clothes lines shall be permitted outside of any dwelling at any time. Produce or vegetable gardens no larger than 100 square feet may only be planted and maintained in rear yards.

10. Exterior lighting installed on any Lot shall be of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

11. No fences will be allowed on any Lot adjacent to the Golf Course, any lake, or any Common Area. All other fences must be black wrought iron and must be approved by Developer pursuant to the requirements of this Article. Any pet containment fences shall be underground.

12. No above ground swimming pools will be allowed on the Lots.

13. A dwelling on which construction has begun shall be completed within one (1) year from the date the foundation was commenced for such dwelling.

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be

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placed back of the street curb line in accordance with the Final Plat of FOX RUN LANDING and all City Ordinances and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Council Bluffs.

15. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches or driveways will be permitted. The curb at each drive's entrance to the Lot shall have a curb grind.

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No dog runs or kennels may be constructed or installed on any Lot. No livestock or agricultural-type animals shall be allowed in FOX RUN LANDING subdivision, including pot-bellied pigs.

17. Any exterior air conditioning condenser unit shall be placed so as not to be visible from public view, and the location shall be approved by the Developer. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

18. No structure of a temporary character, carport, detached garage, trailer, basement, tent, storage shed, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside FOX RUN LANDING to any Lot without the written approval of Developer.

19. In the use and enjoyment of the Lots, the following shall apply to all owners and their invitees:

(a) No speaker, horn, whistle, siren, bell or other sound device, except intercoms and those used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Residence or in any yard.

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(b) In the event of vandalism, fire, windstorm or other damage, no Residence or Exterior Structure shall be permitted to remain in a damaged condition for longer than one (1) month.

(c) No exterior Christmas lights and/or decorations may be erected or maintained on any of the Lots hereby restricted, except during a sixty (60) day period beginning November 15th of each calendar year.

(d) Dogs and cats shall be confined to their Owner's Lot. No dogs or cats shall be allowed to run at large in the Properties. Barking dogs shall be controlled by the Lot Owner and with electronic barking prevention collars.

(e) Each Lot Owner shall keep drainage ditches, culverts and swales located on his or her Lot free and unobstructed and in good repair and shall provide for the installation of such culverts upon his or her Lot as may be reasonably required for proper drainage.

(f) Neither the Developer, its designee, nor any Lot Owner shall allow or permit any hunting or the discharge of any firearms within the entire boundaries of FOX RUN LANDING.

(g) No public fishing or public use of the lakes is permitted. No fuel motorized water vehicles, boats, or vessels shall be used in FOX RUN LANDING. All lakes in FOX RUN LANDING shall be treated as "no wake" zones. The lakes shall be for the private use of the Lot Owners and they shall be allowed to use electric trolling motors. No docks shall be installed on the lakes in FOX RUN LANDING. The lakes in FOX RUN LANDING are recreational use property.

(h) No animal of any kind shall be kept on any Lot, except that up to two (2) dogs and/or cats may be kept, as long as they are in compliance with the Council Bluffs, Iowa Zoning Ordinances as the same is now enforced or may hereafter be amended.

20. (a) Landscaping and Lawns. Prior to occupancy, all front and back lawns, including all areas between each Residence and any adjacent street, shall be fully sodded. The Owner of each Lot shall keep the lawn uniformly mowed and clipped with a length of grass not to exceed four (4) inches and shall properly maintain and replace all trees and landscaping. Noxious weeds and plants shall be kept reasonably mowed and dead and all unsightly growth shall be removed from all improved Lots.

(b) Trees. Each Lot Owner shall plant, at Lot Owner's expense, at least one (1) tree of at least 4" in diameter in the front yard of the Lot, unless this requirement is specifically waived by the Developer. No trees shall be planted in the rear or side yards of Lots located on the golf course or on the lakes. The

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species of trees to be planted and the location of planting shall be approved by the Developer or its designee. The required trees shall be planted as soon after construction of a dwelling as weather permits.

(c) Sprinkler System. Each Lot Owner (except Owners of Townhomes) shall install, maintain and repair, at Lot Owner's expense, lawn sprinkler systems on each Lot. The installation of the sprinkler system shall be completed at the time the dwelling construction is complete.

(d) Landscaping Required. All landscaping plans shall be approved by Developer, whether for initial construction or later changes. In addition to the cost and the requirements of the preceding three (3) paragraphs, each Lot Owner shall provide, at his or her expense, professional landscaping improvements on each Lot. All such required landscaping shall be completed by the Lot Owner prior to occupancy.

ARTICLE IV

EASEMENTS AND RESTRICTIONS RELATING TO GOLF COURSE

1. "Lots Adjoining Golf Course" shall mean and refer to all Lots, as defined above, for which one or more of the Lot boundary lines is shared with any boundary line of the Fox Run Golf Course (herein "Golf Course").

2. Developer anticipates that the proximity of the Lots Adjoining Golf Course will enhance the desirability and value of the Lots Adjoining Golf Course to purchasers and their successors and assigns. All Lot owners hereby acknowledge that certain of the Lots may not have an unobstructed view, or may not have any view at all of the Golf Course, and that the right of privacy appurtenant to each residential lot shall be subject to such disruption and invasion, by noise, windblown debris and the like, as is normally associated with Golf Course construction/maintenance, grass mowing and equipment maintenance.

3. Assumption of Golf Course Risks: By acceptance of a deed to a Lot, each Lot Owner acknowledges that owning property in Fox Run Landing is subject to each of the following risks and that the owner assumes each of these risks: (i) the risk of damage to property or injury to persons or animals from golf balls hit on or over an Owner's Lot or other portions of the Development; (ii) the entry by golfers onto Owner's Lot or other portions of the Development to retrieve golf balls; (iii) overspray in connection with the watering or fertilizing of the roughs, fairways and greens on the Golf Course; (iv) noise from Golf Course maintenance and operation equipment (including, without limitation, compressors,

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blowers, mulchers, tractors, utility vehicles and pumps, all of which may be operated at all times of the day and night and/or continuously); (v) the use of fertilizers, pesticides and other chemicals on the Golf Course; (vi) odors arising from irrigation and fertilization of the turf situated on the Golf Course; and (vii) disturbance and loss or privacy resulting from golf course maintenance, golf cart traffic and golfers. Additionally, each Owner acknowledges and understands that pesticides and chemicals may be applied to the Golf Course throughout the year and that reclaimed water, treated waste water or other sources of non-potable water may be used for irrigation of the Golf Course.

Each Lot Owner expressly assumes such detriments and risks and agrees that neither Declarant, any Developer, the Golf Course Owner, or any director, officer, manager, employee or agent thereof, nor any of their successors or assigns shall be liable to the Lot Owner or occupant of any Lot, or any family member, guest, employee or agent, or anyone else claiming any loss or damage, including without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Owner's Lot or residence to the Golf Course. Each Lot Owner shall indemnify and hold harmless Declarant, the Developer, and the Golf Course Owner, and their successors and assigns against any and all such claims by Lot Owner's family members, invitee or agents. The Lot Owner's foregoing indemnity obligations shall not exceed the amount of liability insurance maintained by the Lot Owner at the time the event occurred that gave rise to the Lot Owner's indemnity obligations.

4. Appearance of Golf Course: Each Lot Owner acknowledges, understands and agrees that no Lot Owner shall have the right to compel the Golf Course Owner to maintain the Golf Course or any improvements thereon to any particular standard of care and that the appearance of the Golf Course and improvements shall be determined in the sole discretion of the Golf Course Owner.

5. Golf Course Easements. There is reserved for the benefit of the Golf Course Owner, and its successors and assigns, a nonexclusive right and easement appurtenant to the Golf Course as the dominant tenement over each Lot as the servient tenement for purposes of overspray in connection with the watering and fertilizing of the roughs, fairways, tees and greens on the Golf Course and for the intrusion of golf balls onto or over the servient tenement from the roughs, fairways, tees and greens of the Golf Course. Any person for whose benefit the right and easement for overspray and intrusion is reserved shall not be liable to any Lot Owner for any damage to person or property occasioned by such overspray or intrusion unless occasioned by the intentional act of such Person. The right and easements reserved by this section shall be for the benefit of the Golf Course Owner, Declarant and

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the Developer and their successors and assigns and for the benefit of their employees, contractors, agents, guest, invitees, licensees and all persons playing the golf course, (collectively referred to as "Beneficiaries").

6. Prior to commencement of any construction activities on any Lot Adjoining Golf Course, a silt fence must be installed in a trench constructed along all boundary lines of such lot which are adjacent to the golf course, so as to prevent any run off of silt or other erosion from such lot onto the golf course property.

7. The Developer hereby reserves an easement over the rear twenty (20) feet of each Lot that abuts the Golf Course in the rear of the Lot, for the purposes of construction and maintaining a golf course. Lot Owners may not construct any improvements or landscaping, including, without limitation, trees, shrubs, rocks, walkways, flowers, turf grass, prairie grass or wildflower mix, nor gardens in said easement areas without first obtaining the express written permission from the owners of the Golf Course and Declarant.

8. The Developer hereby declares, grants and establishes easements on the Lots in favor of the Grantees (defined below) for: (i) intrusion or errant shots onto the Lots; and (ii) intrusion of noise from mowing and other power equipment during all hours of the day and night. For this purpose, an "errant shot" shall refer to a golf shot which is hit onto any Lot.

9. The easements granted in this Article are for the use and benefit of the FOX RUN, L.L.C. and GOLF, L.L.C., its successors and assigns in ownership of the Golf Course, and any lessee, licensee, permittee or invitee of the owner of the Golf Course.

10. No Golf Course Owner shall have any liability, obligation or expense to the Owner of a Lot in respect of any personal injury, bodily injury or property damage occurring as a result of an errant shot which is not: (i) negligently, intentionally or recklessly hit onto a Lot; or (ii) hit in violation of the rules established by an operator of a golf course or driving range on the Golf Course. By accepting title to a Lot, each Lot Owner hereby covenants that it will not sue any Golf Course Owner for property damage, personal injury or bodily injury which results directly or indirectly from such an errant shot, presently or in the future. All Lot Owners, by acceptance of delivery of a deed, assume all risks associated with errant golf balls, and all Lot Owners agree and covenant not to make any claim or institute any action whatsoever against Developer, the Golf Course designer, the Golf Course builder, the Golf Course owner, or the builder of the unit arising or resulting from any errant golf balls, any damages that may be caused thereby, or for negligent design of the golf course or siting of the unit.

11. The Golf Course Owner may from time to time change the

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configuration and layout of the golf courses or driving range on the Golf Course. Such changes may affect the frequency, trajectory and velocity of errant shots which pass onto any individual Lot. Nevertheless, no Lot Owner shall have any right to object to, or in any manner limit changes to the golf course, and the easements granted in this Article shall remain fully effective as to all of the Lots after such changes.

12. The Golf Course is private property. Owners of Lots and their invitees shall comply with all the rules and regulations of the operator of the Golf Course relating to use of and play on the golf course and the use of golf course property.

13. Lot Owners residing in FOX RUN LANDING shall have the right to use private golf carts on Fox Run Golf Course provided the golf carts are of the same make, model, and color of those provided for use by Fox Run Golf Course, including options such as cart tops, except that Lot Owners' golf carts may be either electric or gas powered.

14. Lot Owners agree to upgrade their personal cart or carts to conform with the carts being then provided by Fox Run Golf Course, when Fox Run Golf Course changes its fleet of carts. Fox Run Golf Course will notify each registered owner of a golf cart of the change and allow each Owner the opportunity to purchase an acceptable cart as part of the fleet being purchased by Fox Run Golf Course. Each Owner shall be responsible for the purchase, storage, and maintenance of their own cart, however Fox Run Golf Course will allow each Owner the option of having maintenance performed on their cart, by the fleet maintenance provider, at the Owner's expense.

15. Fox Run Golf Course will issue annual permits for Owner's cart or carts, which will permit the Owner to use the cart on the golf course subject to the rules of the course. Owners will be assessed a "trail fee" on an annual basis, which fee is personal to the Owner and the cart so registered and not assignable to another person or another cart. The trail fee cost structure will be based on single or double usage and will be determined by Fox Run Golf Course.

16. Private cart owners must check in with the golf shop before playing. This includes any partial round of golf, which may or may not begin on any hole other than number one.

17. Fox Run Golf Course is not responsible for any damage to Owner's cart or carts while on Fox Run Golf Course property.

18. Failure of Owner to comply with any cart ownership guidelines will result in the loss of the privilege of using the cart on the course for a period of time to be determined by Fox Run

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Golf Course. Restoration of the privilege of using the car on the course shall be at the discretion of Fox Run Golf Course.

19. Owners of Lots in Fox Run Landing, will be given preferential tee times by Fox Run Golf Course, which can be made up to ten (10) days in advance of the day of play. All other green fee play will be allowed to make tee times up to seven (7) days in advance.

20. In the event Fox Run Golf Course becomes a private club, Lot Owners in Fox Run Landing, at the time the club becomes private, will be given first preference to purchase a membership.

ARTICLE V

EASEMENTS

The property in FOX RUN LANDING is subject to any and all easements reserved on the Final Plat.

ARTICLE VI

HOMES ASSOCIATION

1. Membership. Every Lot Owner shall be deemed to have a membership in the Homes Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration.

2. Voting. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Lot Owners, with the exception of Developer, GOLF L.L.C., and shall be entitled on all issues to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine and advise the secretary prior to any meeting. In no event shall more than one (1) vote be cast with respect to any Lot. In the absence of agreement by multiple owners of a Lot, that Lot's vote shall be suspended if more than one (1) person seeks to exercise it.

Class B. The Class B member shall be Developer, GOLF, L.L.C., its successors and assigns, and shall be entitled to two hundred (200) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class

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A membership equal the total outstanding in the Class B membership; or

(b) the Class B member voluntarily waives its right to Class B voting privileges.

3. Articles of Incorporation and Bylaws. Except as specifically set forth in this Declaration, all provisions applicable to notice, voting and quorum requirements for all actions to be taken by the Homes Association shall be set forth in its Bylaws. In any event, if any provisions set forth in this Declaration applicable to notice, voting and quorum requirements are in conflict with any provisions of Iowa law applicable to not-for-profit corporations on the date of this Declaration, or at any time after said date, the applicable provisions of Iowa law shall control.

4. 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 Lot 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 FOX RUN LANDING subdivision landscaping and lighting and the entry-way islands, landscaping, fencing, lighting and signage, or any other improvements.

(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, which shall be sufficient to fund the budget for the fiscal year. The regular assessments for each unimproved Lot shall be no more than fifty (50%) percent of the regular assessments for each improved Lot. Also, the Board shall also fix the annual assessment for the owners of townhomes for the maintenance of their common areas, as determined by the Townhome Owners Organization.

(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 regular annual assessments provided herein as to an improved Lot shall commence the first day of the month following the month during which the dwelling thereon was substantially completed. The first regular annual assessment

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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 per 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. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

(g) Maximum Regular Annual Assessment. Unless excess dues have been authorized by the Members, the aggregate assessment which may become due and payable in any one year shall not exceed \$200.00 per Lot for each of the five (5) years following the date of this Declaration.

(h) Assessments for Extraordinary Costs. 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. The aggregate additional assessments in each calendar year shall be limited in amount to Three Hundred and No/100 Dollars (\$300.00) per Lot.

(i) Excess Assessments. With the approval of sixty percent (60%) of the Members of the Association, the Board of Directors may establish any assessment in excess of the maximums established in this Declaration.

(j) Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, unless abated.

(k) Certificate as to Dues and Assessments. The Association

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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.

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

5. Incorporation and Conflicts. Association is a non-profit corporation originally formed by the Declarant and its Articles of Incorporation and Bylaws, to the extent not inconsistent with this Declaration, will be incorporated herein by this reference. In the event of any conflict between the Articles and/or Bylaws of the corporation and this Declaration, then this Declaration shall control.

6. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Iowa Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Areas, and the enforcement of the rules and regulations relating to the Common Areas.

B. The landscaping, mowing, watering, repair and replacement of parks, medians and islands in cul-de-sacs, outlets and other public property and improvements on parks or public property within or near Fox Run Landing.

C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Area against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.

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E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.

F. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

7. Mandatory Duties of Association. The Association shall maintain and repair any entrance landscaping, entrance monuments, and signs that have been installed by Developer in generally good and neat condition and any property or lots which the Association may own.

8. Townhome Owner's Organization. The Owners of Townhomes (persons owning townhomes located on Lots 57 through 102 in Fox Run Landing - hereinafter referred to as the Townhome Lots) shall also have one additional vote for each Lot for the sole purpose of determining issues related solely to the Townhomes. In this regard, the Owners of other Lots in Fox Run Landing shall not be entitled to vote. The Developer shall be entitled to forty-five (45) votes for each Townhome Lot its owns. All other provisions of this Declaration, including those relating to assessments, shall also apply to the Owners of Townhomes.

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

- a. The approval of a maintenance contract with Fox Run Properties, L.L.C., and its successors, to provide all necessary minimum maintenance services to the Townhomes.
- 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 Townhome 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, health facilities, playgrounds and parks; common sprinkler systems; dedicated and nondedicated roads, paths, ways and green areas; signs, fencing and entrances for the Townhomes; and any other common improvement or area which primarily benefits the Owners of Townhomes. The Common Facilities may be situated on property owned or leased by the Homes Association or on dedicated property or property subject to Easements accepted by and benefitting the Townhome Owners.

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- 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 Townhome Owners. The rules and regulations may regulate, limit and restrict the use of the Common Facilities to Townhome Owners, their families, their guests and others as determined by the Townhome Owners.
- d. The exercise, promotion, enhancement and protection of the privileges and interests of the Townhome Owners; and the protection and maintenance of the residential nature of the Townhome Lots identified above.
- e. The exercise of all of the powers and responsibilities listed in Paragraph 6 of this Article, but only to the extent they affect only the Townhome Owners or the Townhome Lots identified above.
- f. The creation and funding of an account in the Homes Association, including the determination of the amount of any monthly dues to be paid to said account in the Homes 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 Townhome Lots and the Common Facilities in addition to any annual assessments for all Lot Owners. The funding shall also include funds sufficient to pay Fox Run Properties, L.L.C., 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 Homes Association and shall be governed by all provisions herein, including the lien provisions. The Homes Association shall maintain a separate account for the funds referred to herein, said funds to be collected and disbursed only upon vote by the Townhome Owners.

The Homes Association, acting on majority vote of the Townhome Owners shall be responsible for the enforcement of the provisions of this paragraph.

ARTICLE VII

GENERAL PROVISIONS

1. Property Subject to this Declaration. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration as of the date of this Declaration is that property more specifically identified in the Addendum to this Declaration, and includes all single family

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residences and townhomes in FOX RUN LANDING. Developer may add any additional property to be subject to this Declaration at any time.

2. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer, or its successors and assigns, or by the Lot Owner of any real estate subject to the Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years, unless an instrument signed by the Lot Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless written notice of the proposed Agreement is sent to every Lot Owner at least sixty (60) days in advance of any action taken.

3. Notices. Any notice required to be sent to any member or Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as a member or Lot Owner on the records of the Developer or Homes Association at the time of such mailing.

4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both and against the land to enforce any lien created by these covenants, and failure by the Homes Association or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5. Severability. In the event any one of these covenants or restrictions are held invalid by a judgment or court order, this shall in no way effect any other provisions which shall remain in full force and effect.

6. Amendment. This Declaration may only be amended by the Developer at any time so long as it owns at least one Lot in FOX RUN LANDING. Thereafter, by written consent of at least seventy percent (70%) of the Lot Owners of the Properties within the subdivision as then constituted, evidenced by a Declaration duly executed and acknowledged by such Lot Owners and recorded in the Office of the Recorder of Pottawattamie County, Iowa, this instrument may be modified and amended.

7. Developer Approval/Consent. Notwithstanding anything to the contrary, whenever the approval or consent of the Developer, or its designee, is required for any action, such approval or consent shall be in writing and be signed and dated by the Developer or its designee. Any approval of consent not in writing as required

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herein shall be unenforceable. Developer is granted complete and sole discretion to approve or deny any improvement on any Lot and to enforce this Declaration. No approval or denial by Developer shall be deemed a waiver of any provisions of this Declaration, nor shall such approval or denial be enforceable for any improvement other than that specifically addressed therein.

8. Obligations of Developer. No responsibility, liability or obligation shall be assumed by or imposed upon Developer, or its designee, by virtue of the authority granted to Developer in this Declaration, or as a result of any act or failure to act by Developer, or its designee, with respect to any proposed improvement.

9. Grantee's Acceptance. Each grantee or purchaser of any Lot shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent owner of such Lot, accept such deed or contract upon and subject to each and all of the provisions of this Declaration of Restrictions and Covenants and to the jurisdiction, rights, powers, privileges and immunities of Developer and its designee. By such acceptance, such grantee or purchaser shall, for himself/herself, his/her heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with this Declaration and the grantee or purchaser of each other Lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

GOLF, L.L.C.

By

Gregory A. Siaperas,
Its Managing Member

STATE OF IOWA)

) ss:

COUNTY OF POTTAWATTAMIE)

On this 12th day of October, A.D. 2000, before me, a Managing Member in and for said county, personally appeared Gregory A. Siaperas, to me personally known, who being by me duly sworn did say that that person is Managing Member of said GOLF, L.L.C., that no seal has been procured by the said GOLF, L.L.C., and that said instrument was signed on behalf of the said GOLF, L.L.C. by authority of its managers and the said Gregory A. Siaperas acknowledged the execution of said instrument to be the voluntary act and deed of said GOLF, L.L.C. by it voluntarily executed.



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