

**DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PRAIRIE CROSSING PLAT 5**

**Preparer Information: Stuart Ruddy, Knapp Properties, Inc., 5000 Westown Parkway,
Suite 400, West Des Moines, Iowa 50266 (515) 223-4000**

**Taxpayer Information: Alices, L.C., c/o Knapp Properties, Inc., 5000 Westown Parkway,
Suite 400, West Des Moines, Iowa 50266 (515) 223-4000**

**Return Document To: Stuart Ruddy, Knapp Properties, Inc., 5000 Westown Parkway, Suite
400, West Des Moines, Iowa 50266**

**Grantor: Alices, L.C., c/o Knapp Properties, Inc., 5000 Westown Parkway, Suite 400, West
Des Moines, Iowa 50266 (515) 223-4000**

Legal Description: See Exhibit A attached hereto and incorporated herein by reference

Document or instrument number of previously recorded documents:

THIS DECLARATION is made this ____ day of July, 2014, by Alices, L.C. an Iowa limited liability company ("**Declarant**").

RECITALS:

WHEREAS, Declarant, concurrently herewith, has subdivided, developed and platted Prairie Crossing Plat 5 in the City of Waukee, Dallas County, Iowa ("**Prairie Crossing Plat 5**"), and is the owner of Lots 1 through 30 (the "**Lots**") in and said Prairie Crossing Plat 5; and

WHEREAS, Declarant plans, in the future, to subdivide Outlot "**X**" of Prairie Crossing Plat 5 ("**Outlot 'X'**") into lots upon which residential single family homes may be built, which Outlot "**X**" shall be subject to the terms and conditions found in this Declaration.

WHEREAS, Declarant is desirous of establishing certain covenants, conditions, easements and restrictions for the benefit of the owners of the Lots.

NOW, THEREFORE, Declarant hereby publishes and declares that the Lots shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions, all of which are for the purpose of enhancing and protecting the value and attractiveness, and desirability of the Lots, and all of which shall run with the land and shall be a burden upon and a benefit to, any and all parties acquiring or owning any right, title or interest in any part of the Lots, and their heirs, successors, assigns, grantees, executors, administrators and devisees.

I. DEFINITIONS

A. "**City**" shall mean the City of Waukee, Iowa.

B. "**Declarant**" shall mean Alices, L.C., and its successors and assigns, unless and until it assigns to another Person, by an instrument duly recorded in the office of the County Recorder in and for Dallas County, Iowa, the rights of Declarant under this Declaration, in which case "**Declarant**" shall mean the owner from time to time of the rights of the Declarant under this Declaration.

C. "**Lot**" shall mean and refer to Lots 1 through 30, inclusive, as shown on the recorded plat of Prairie Crossing Plat 5, along with any additional real property encumbered in the future by this Declaration pursuant to the terms of Article XI below.

D. "**Outlot 'X'**" shall mean and refer to that portion of Outlot X, shown on the recorded plat of Prairie Crossing Plat 5, which shall become a residential Lots in the future, as that term is defined in this Declaration, pursuant to the terms of Article XI below.

E. "**Owner**" shall mean a person the person or persons who from time to time collectively hold the entire fee title to a Lot, including sellers under executory contracts of sale (but shall not include any person or entity who holds such tee title merely as security for a loan, unless and until such person has succeeded to ownership by enforcement of its remedies under such security instruments).

F. Words and phrases in this Declaration shall be construed as in the singular or plural number, unless the context permits only one such manner.

II. DESIGNATION OF USE

The use of all Lots shall be limited to single-family residential use with not more than one single-family dwelling on each Lot, and may be developed only with other uses of land or structures customarily incidental and subordinate to the single-family residential use as permitted by the City of Waukee Zoning Ordinance, unless such uses or structures are otherwise regulated or prohibited by this Declaration. No full-time or part-time business activity may be conducted on any Lot or in any building or structure on any Lot, except to the extent of a home occupation permitted by the City of Waukee Zoning Ordinance, and except that home builders may maintain model homes during construction, and Declarant may maintain a sales office during its development and sales of the Lots in Prairie Crossing Plat 5.

A. No building or structure of a temporary character and no trailer, basement, tent, shack, garage or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently.

B. No mobile home or Manufactured Homes, as defined in the Code of Iowa, shall be placed on or erected on any Lot.

C. No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance, either temporarily or permanently.

D. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than three (3) dogs and/or cats be maintained on any one Lot at any one time, unless otherwise approved in writing by Declarant. Dogs must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas, and dog run, if any, must be completely screened or otherwise hidden from view from any other Lot and all streets within Prairie Crossing Plat 5, in compliance with paragraph I of Article III. All pets must be leashed and under the control of its owner if not tied up or kept within a fenced yard.

E. Any construction or earth moving on any Lot(s) (whether greater or less than one acre in size) shall be in compliance with all statutes, rules and/or ordinances relating to storm water, topsoil and erosion control compliance and permitting. The Owner understands and agrees that he/she is the sole responsible permittee for the Lot(s) with respect to compliance with all terms, provisions and requirements of the NPDES Storm Water Discharge Permit No. 2, the storm water pollution prevention plan which includes the Lot(s), and any and all applicable storm water, topsoil and/or erosion control statutes, rules and ordinances.

Each Owner shall protect, defend, indemnify and hold the Declarant and other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to: 1) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot(s) identified above; and/or 2) any alleged violation of any NPDES, storm water and/or erosion control statute, rule or ordinance, after the date of sale of the Lot(s).

III. DESIGN AND CONSTRUCTION

In order to preserve the general design for the development of the whole of Prairie Crossing Plat 5, the following design standards are required of all Owners.

A. All building structures or improvements of any kind must be completed within 12 months of the commencement date of construction.

B. No building shall be erected on any Lot nearer than the building setback lines as shown on any recorded plats filed in the future which are bound by the terms and conditions found in this Declaration.

C. No building or structure shall be constructed, altered or maintained on any Lot unless it has a driveway running from a street to the dwelling, which must be portland cement concrete and not less than two lanes wide. All driveways must fully comply with the requirements/layout as set forth on the face of the Prairie Crossing Plat 5 Final Plat map filed of record in Dallas County.

D. All dwellings must be constructed with the minimum of a two-car attached garage.

E. The exterior of any dwelling, garage or outbuilding located on any Lot shall be finished in an earth tone conservative color design. A minimum of twenty-five percent (25%) of the front elevation of the dwelling on each Lot shall be covered with a brick, stone, stone veneer or stucco, unless otherwise approved in writing by Declarant, which brick, stone, stone veneer or stucco shall wrap around the corners of the front elevation of the dwelling. All dwellings must be constructed with a cement board siding or similar siding (commonly referred to as "Hardie Plank", "James Hardie Siding" or "LP Smartside"), unless otherwise approved in writing by Declarant.

In addition to the foregoing, all areas of exposed concrete, concrete block or tile foundations shall be either painted to blend with the exterior wall finishes, or covered with brick or stone veneer or the equivalent.

F. The pitch of the roof of all dwellings must be a minimum of 6/12, unless otherwise approved in writing by the Declarant. Notwithstanding the foregoing, Contemporary/Transitional home styles and dwellings will be allowed to have a pitch of the roof of 4/12 or 5/12, provided, however, that such dwellings also include: (i) Three foot (3') overhangs, (ii) Hip roof and (iii) two (2) or more ceiling heights incorporated into the plan with height variations of two feet (2') or more. All roof material shall be slate, tile, cedar shakes, or composition shingles. Composition

shingles shall be architectural grade. Shingle colors shall be muted earth tones and be compatible with and complimentary to the exterior materials and colors of the building structures.

G. All dwellings shall contain a minimum square footage of living space exclusive of floor below the exterior grade, attached garages, breezeways, and porches as follows:

(1) One-story dwellings must have a minimum of 1,400 square feet of finished floor area directly under the roof.

(2) One and one-half story dwellings must have a finished floor area of at least 1,700 square feet.

(3) Two-story dwellings must have a finished floor area of at least 1,700 square feet.

H. Playhouses, swing sets, utility buildings, storage sheds or other similar structures shall be permitted; provided that the exterior and the roof of any such structure shall be constructed of the same material, have the same color and appearance as the residential dwelling on the same Lot and are located only in rear yards. No such structure shall be located closer than twenty feet (20') from any Lot line, unless the Declarant has specifically approved the structure and location. In addition, no playhouse, swing set, utility building, storage shed or other similar structure shall be larger than one hundred twenty (120) square feet in area.

I. A dog run shall not be permitted on any Lot unless (i) it is located at the rear of the house or garage and extends toward the rear of the Lot from that portion of the house or garage which is the closest to the rear Lot line; (ii) it is entirely enclosed with a fence in compliance with Article IV of this Declaration; and (iii) and is screened from public view with landscape plantings or hedges. Any dog house constructed on a Lot shall not exceed twenty (20) square feet in area, shall be constructed of the same material and have the same color and appearance as the residential dwelling, and shall be located in the rear yard of a Lot no closer than twenty (20) feet from any Lot line.

J. Neighborhood mailbox cluster units shall be installed by the Declarant according to United States Postal Service regulations. The Owner and/or occupant of the Lot(s) on which a mailbox cluster unit is located shall be responsible for removal of snow and ice which would obstruct access to the mailbox cluster units by the mail carrier and other Owners.

K. There shall be no identical front or rear elevations on adjacent Lots, unless otherwise approved in writing by Declarant.

L. No vegetable gardens, fences, playhouses, swing sets, utility buildings, storage sheds, or other similar improvements or structures shall be erected between the front of the house or garage and the street.

M. MPE. Attached as Exhibit "B" is a list of Lots subject to Minimum Protected Elevations ("MPE") requirements for all openings to the rear yard detention basins. Lot Owners of listed Lots shall be responsible for complying with such requirements.

N. Each dwelling on a Lot must conform to the FTTH Inside Wiring Guide Standards of Century Link, which minimum wiring standards are attached hereto as Exhibit C.

IV. LANDSCAPING AND FENCES

A. Within sixty (60) days of completion of the dwelling on a Lot, the front yard, side yards and twenty-five feet (25') of the rear yard measured from the rear of the dwelling foundation shall be fully sodded, except where the topography, conservancy districts, creek slopes or tree cover does not make sodding practical, and the remainder of the rear yard to the rear lot line shall be seeded or sodded. If weather conditions make the time requirement for sodding impossible to comply with, Declarant shall establish a reasonable period of time for compliance.

B. No fences shall be permitted upon any Lot except as follows:

1. All fencing shall have both sides finished.
2. Fencing shall be limited to the rear yard and extend to the front by no more than ½ of the depth of either side of the house. For homes located on corner lots, the fence facing the street shall be constructed no closer than the building setback line.
3. The following materials are considered acceptable: Natural or stained cedar or redwood, wrought iron, decorative aluminum, PVC, composite, black vinyl coated chain link, or decorative formed concrete or brick.
4. The following materials are not considered acceptable: pressure treated or untreated "common" woods, wire fencing, plastic netting or barrier materials, chain link, (other than black vinyl coated), snow or "safety" fencing, or concrete block.
5. All fencing shall be maintained in a clean, attractive and structurally sound condition. Failure to so maintain is a default of the Declaration and is subject to the enforcement remedies provided in Article X of the Declaration.
6. Notwithstanding anything to the contrary contained herein, any pool fences shall be landscaped and screened with shrubs and bushes or hidden from view by a taller fence built in compliance with the terms and conditions found herein.

C. Within thirty (30) days of completion of a dwelling on a Lot, a minimum of two (2) trees must be planted on the Lot having a diameter measuring at least one and one-half inches (1.5") measured two (2) feet vertically from the ground level. The party purchasing the Lot from the Declarant shall be responsible for planting these trees and cannot transfer said responsibility to party who first occupies the dwelling as a residence.

V. SATELLITE DISHES, ANTENNAS, POLES

A. Satellite dishes or parabolic devices in excess of twenty inches (20") in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dish or parabolic device shall be mounted on the rear elevation of the dwelling or garage, or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation.

B. No exterior towers or antennae of any kind shall be constructed, modified or permitted on the ground of any Lot or on any dwelling, garage or other permitted structure. All antennae shall be concealed with the attic space of the dwelling or garage.

C. No light pole shall be used or placed upon any Lot that extends more than ten feet (10') above grade. All light poles shall be of a residential design and shall be positioned on a Lot in a manner that will avoid direct lighting onto adjoining Lots. In no event shall a light pole be located any closer than twenty (20') from any property line.

VI. MISCELLANEOUS RESTRICTIONS

A. No sign of any kind or description shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except: (i) street markers, traffic signs and other signs displayed by the City or other governmental units; (ii) signs which have been approved by the Declarant or its authorized agent not exceeding 144 square inches in area upon which there shall only be exhibited the street number or name, or both, of the resident; and (iii) a customary sign (one per Lot) advertising a dwelling for sale, not exceeding 1,296 square inches in area. In the event that any sign, other than those described above, shall be placed or exposed to view on any of the Lots restricted hereby, the officers or agents of the Declarant are hereby given the right to enter upon those Lots and remove said signs. Real estate signs by the Declarant will be permitted until such development is completed. Declarant reserves the right to install entrance and directional signs with respect to Prairie Crossing Plat 5, at locations and of design determined by the Declarant, and in a manner consistent with the ordinances of the City.

B. No trash receptacles, garbage cans or recycling bins shall be permitted to be placed outside a dwelling or garage unless hidden by an attractive screen of suitable height, or unless sunken to ground level in a hole lined with permanent cribbing. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling or garage no earlier than twelve (12) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or underground location, or inside a dwelling or garage, within twelve (12) hours following the scheduled pick up of such trash.

C. All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground. No private wells or septic systems shall be permitted on any Lot.

D. Only below-ground swimming pools shall be permitted on a Lot, which shall be located in the rear yard and shall be screened by a privacy fence or hedge. No above-ground swimming pools are allowed.

E. No motor vehicle, watercraft, trailer or piece of recreational equipment, including but not limited to camping trailers, motor homes, snowmobiles, motorcycles, motorbikes, boats and canoes, shall be permanently or temporarily stored or maintained on a Lot unless stored or maintained in a garage, dwelling, or area completely screened from view from roads, easements, other Lots and any other portion of the Property. No commercial vehicle, equipment, parts or machinery shall be permanently or temporarily stored or maintained on a Lot outside of the dwelling or garage on the Lot.

VII. EASEMENTS

Certain perpetual easements are reserved as shown on the recorded plat of Prairie Crossing Plat 5, and/or as may be granted to the City by the Declarant and filed of record in the Office of the Dallas County Recorder. The owner or occupant of a Lot shall, at their own expense, keep and preserve that portion of the easement within their Lot in good repair and condition, and shall neither erect nor permit erection of any building, structure or fences of any kind within the easement which might interfere in any way with the use of such easement.

VIII. SIDEWALKS

The purchaser of a Lot shall, at the purchaser's expense, install public sidewalks in accordance with specifications of the City upon the earlier of the date the dwelling is built upon the Lot, or within one year of purchase of the Lot from the Declarant.

IX. MAINTENANCE OF LOTS AND SURFACE WATER

A. The owner or person in possession of each Lot, whether vacant or improved, shall keep the same well maintained, groomed and mowed, free of uncut weeds, rubbish, garbage and debris. Damaged or dead trees and shrubbery will be trimmed out or removed. Failing this, the Owner agrees that upon receipt of written notice from the Declarant to mow or cut such vegetation, trim or remove damaged trees or shrubbery, and/or remove such debris within ten (10) days, the Owner shall be subject to a combination of remedies recognized at law or equity.

B. Vegetation in flowage easements, creek channels, drainage ways and/or timbered areas shall not become overgrown with weeds, but may be planted in ground-cover species appropriate to the topography and land form.

C. The topography of Prairie Crossing Plat 5 is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to such easements as may exist for the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time, and all Owners shall have such rights and obligations with respect thereto as may be provided by such law.

X. COVENANT ENFORCEMENT/GENERAL PROVISIONS

A. Penalties

In addition to the remedies described below in Paragraph B or elsewhere in this Declaration, the Declarant is hereby authorized to levy against any Lot in violation of this Declaration of Covenants, Conditions and Restrictions an assessment penalty not to exceed \$100 for each day a violation of this Declaration continues beyond thirty (30) days after notice of a violation has been given by the Declarant to the Owner of said Lot by certified mail, return receipt requested, or delivered in writing in by personal service. If the Owner of the Lot cannot be located after a diligent search or inquiry, the Declarant shall publish notice of the violation for two (2) successive weeks in a newspaper of general circulation in Dallas County, Iowa. If the Owner has not fully complied with the terms of this Declaration within thirty (30) days after receiving notice, or thirty (30) days after second publication of notice, the Declarant shall have the authority to levy an assessment penalty as described herein. This assessment shall be a lien on the Lot and shall have the same status as any other assessment levied by the Declarant. Any Lot Owner objecting to this notice of violation shall have the right within thirty (30) days of receiving notice to request a hearing before the Declarant. Assessment of the penalty shall be stayed pending a hearing and final decision by the Declarant.

B. Specific Enforcement of Restrictions

All Owners of Lot covenant and agree, by acceptance of a deed to such Lot, whether or not it shall be so expressed in such deed, that monetary damages may not provide adequate compensation for the breach of the restrictions and covenants contained in this Declaration and that this Declaration may be specifically enforced by Declarant, the City, or an adversely affected Lot Owner.

C. Attorney's Fees

In the event it shall be necessary to secure the services of an attorney to enforce the provisions of this Declaration, then the fee of such attorney, and all other costs in connection with the enforcement of this Declaration shall be the obligation of the Owner of the Lot which is the subject of such enforcement action, unless such Owner is found not to have violated any provision of this Declaration.

D. Covenants Binding and Running with The Land

Each of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be binding upon and inure to the benefit of Declarant and the Owners of each Lot, and their successors and assigns and all parties and persons claiming under any of them, and shall be deemed covenants that run with the land, and shall continue for the applicable periods specified in this Declaration.

It is the intent that, notwithstanding anything in the Code of Iowa to the contrary, all of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be covenants running with the land for the full period specified in this Declaration without further action by either Declarant or any Owner of any Lot in Prairie Crossing Plat 5. However, in the event that Section 614.24 of the Code Iowa, as the same may be amended or replaced, may require that a verified claim be filed in the Office of the Recorder for Dallas County, Iowa prior to the twenty-first anniversary of the date of this Declaration or the twenty-first anniversary of the last filing of such verified claim in order to continue all or some of the covenants of this Declaration, including, but not limited to, any covenant, term, provision or restriction that is or may be considered a use restriction, reversion or right of reverter, in effect throughout the applicable periods specified in this Declaration, then:

(1) any or all of the Owners of the Lots, acting jointly or severally, shall file all verified claims necessary to keep all of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration;

(2) a verified claim filed by Owner of a Lot in Prairie Crossing Plat 5 shall be valid and binding upon all the then Owners of Lots in Prairie Crossing Plat 5, and their successors and assigns, with the same effect as if executed by all such persons, and in order to facilitate filing of any verified claim required to so continue all or any of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration in full force and effect, each Owner of a Lot is hereby irrevocably appointed the attorney-in-fact for all of the other Interested Parties for the purpose of filing any such verified claim.

E. Duration

Any easements granted in or pursuant to this Declaration, and any other provisions of this Declaration to the extent applicable to such easements, and any other covenants, indentures, restrictions and reservations of this Declaration that are reasonably or necessarily incidental to the benefit or burden of such easement rights, including any rights of assessment or for liens for the payment of costs associated therewith, shall continue in perpetuity, unless sooner modified or terminated as provided in this Declaration.

Except as provided in the preceding paragraphs of this Article, the covenants, conditions, restrictions and easements in this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for an initial period of twenty-one years after the date they are recorded in the Dallas County Recorder's Office, and shall automatically renew for successive terms of ten (10) years each, unless sooner modified or terminated as provided in paragraph C of this Article.

F. Amendment of This Declaration

This Declaration may be amended in writing by an instrument signed and filed of record in the Office of the Dallas County, Iowa Recorder, by at least fifty-one percent (51%) of the Lot

owners, if the Declarant does not own a Lot. Notwithstanding the foregoing, the Declarant retains the sole right to amend this Declaration so long as Declarant, its successors or assigns, has an ownership interest in any Lot.

G. Severability

In the event any provision of this Declaration is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Declaration shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Declaration is invalid, illegal or unenforceable as written or applied, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written or applied and shall be construed and enforced as so limited.

H. Captions

The captions of the articles, sections and any paragraphs, of this Declaration, or the lack thereof, are for convenience only and shall not be considered nor referenced in resolving questions of interpretation and construction of this Declaration.

XI. DECLARANT RIGHTS

Notwithstanding anything to the contrary contained in this Declaration, Declarant reserves the right, at any time to add additional real property to the residential development encumbered herein and thereby subject such additional real property to this Declaration; to subtract real property from Prairie Crossing Plat 5 and to remove it from this Declaration and to subdivide and replat such additional or reduced real property, and/or any Lots then owned by Declarant, in accordance with all applicable laws, rules and regulations of Dallas County, the City and any other governmental or quasi-governmental entity having jurisdiction. Declarant's exercise of its rights pursuant to this Article XI shall be evidenced by an amendment to this Declaration, executed and acknowledged in recordable form by Declarant, and duly filed for record in the office of the County Recorder in and for Dallas County, Iowa, which amendment shall specify the description of each new Lot or reconfigured Lot resulting from Declarant's exercise of its rights hereunder.

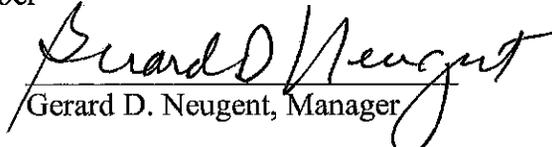
[See Signatures on Following Pages]

Dated this 14th day of July, 2014.

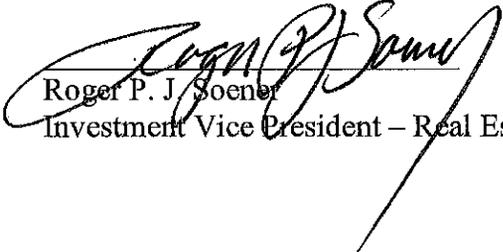
ALICES, L.C.
an Iowa limited liability company

By: WEST LAKES PROPERTIES, L.C.
an Iowa limited liability company
Member

By: William C. Knapp, L.C.
an Iowa limited liability company
Member

By: 
Gerard D. Neugent, Manager

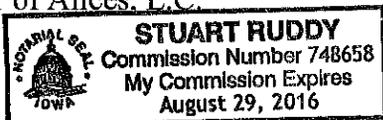
By: Farm Bureau Life Insurance Company
an Iowa corporation
Member

By: 
Roger P. J. Soener
Investment Vice President – Real Estate

ACKNOWLEDGMENTS

STATE OF IOWA)
)ss:
COUNTY OF POLK)

The foregoing record was acknowledged before me on this 14th day of July, 2014 by Gerard D. Neugent, Manager of William C. Knapp, L.C., as Member of West Lakes Properties, L.C., as Member of Alices, L.C.



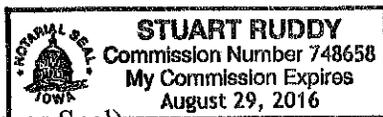
(Stamp or Seal)

Stuart Ruddy

Notary Public

STATE OF IOWA)
)ss:
COUNTY OF POLK)

The foregoing record was acknowledged before me on this 14th day of July, 2014, by Roger P.J. Soener, the Investment Vice President – Real Estate of Farm Bureau Life Insurance Company, as Member of West Lakes Properties, L.C., as Member of Alices, L.C.



(Stamp or Seal)

Stuart Ruddy

Notary Public

EXHIBIT A

Legal Description of the Property

Lots 1 thru 30 and Outlot "X" of Prairie Crossing Plat 5 an Official Plat of the City of Waukee, Dallas County, Iowa.

EXHIBIT B

Minimum Protection Elevation

<u>Lot Number</u>	<u>Elevation</u>
10	1019.83
11	1019.83
12	1019.83
13	1019.83
14	1019.83
15	1019.83
16	1019.83
17	1019.83

EXHIBIT C

FTTH INSIDE WIRING GUIDE STANDARDS OF CENTURY LINK

[See Following Pages]

FTTP Minimum Wiring Standards

SFU with External ONT



CenturyLink™

Single-Family Unit with External ONT

Overview

The intent of this document is to provide requirements and recommendations as guidelines for the installation of inside structured wiring and equipment for the transmission and/or reception of voice, data and/or video services over FTTP facilities maintained by CenturyLink.

Fiber-To-The-Premises (FTTP) wiring requirements differ based on the residential housing type. This document is focused on a residential Single Family Unit (SFU) in which CenturyLink is placing a single Optical Network Terminal (ONT) to provide telecommunications to the residential single family dwelling. An SFU is a residential housing unit supported by: a single address, as well as, a single electrical power meter. Typically an SFU is a free standing residential home.

FTTP

CenturyLink is deploying FTTP technology, in this community to bring its residents higher bandwidth over a dependable and reliable telecommunications platform. FTTP technology uses laser-generated pulses of light through hair-thin glass strands to transmit voice, data and video signals at speeds and capabilities far greater than a traditional copper system. The laser light or optical carries no electrical energy. CenturyLink FTTP technology utilizes Passive Optical Network [PON] advantages that include no electrical energy transmitted with the transmission of voice, data, and video services. By deploying a PON network CenturyLink is able to remove potential failures of active transmission electronics, and thereby improve reliability. A device called an optical network terminal (ONT) is placed on the outside of the home to convert optical signals to mechanical energy at the home which allow for telephone and data services. The ONT is powered by a UPS placed inside of the home. CenturyLink installs and maintains the ONT and UPS. The maintenance and replacement of batteries is the responsibility of the homeowner, unless they have data guard/line guard. The builder must install a conduit to connect the ONT and UPS. The purpose of the Minimum Wiring Standards is to provide an understanding of FTTP and amplify and clarify:

- Inside Wiring for Ethernet
- Smart Panel - Common distribution Point
- Wiring Topology and Interface Hardware
- UPS Powering
- Inside Conduit

Minimum Wiring Requirements

The wiring standards information being provided will assist Developers and Builders in providing their home-owners with the latest communication technology. In the event a dwelling does not comply with the Minimum Wiring Standards, CenturyLink Corporation will not be able to provide the full benefits of a FTTP network. Inadequate structured wiring can limit Internet access speeds and entertainment options on the fiber network CenturyLink will be deploying for your community. In addition, the homeowner may incur additional costs to upgrade the dwelling to the minimum requirements.

NOTE: Contractor shall comply with all applicable governmental regulations to include federal, state, county, city and all other applicable codes and ordinances. The contractor shall furnish without extra charge any additional material and labor which may be required for compliance with these laws, rules, and regulations.

Definitions

Requirement: Action or activity necessary for the transmission and/or reception of voice, data and/or video services over FTTP facilities.

Recommendation: A practice supported by industry standards and/or CenturyLink to facilitate telecommunications transmission and/or reception over FTTP facilities.

Minimum Point of Entry (MPOE): Defined as the point at which customer premises wiring exits the premises and connects with CenturyLink provided facilities.

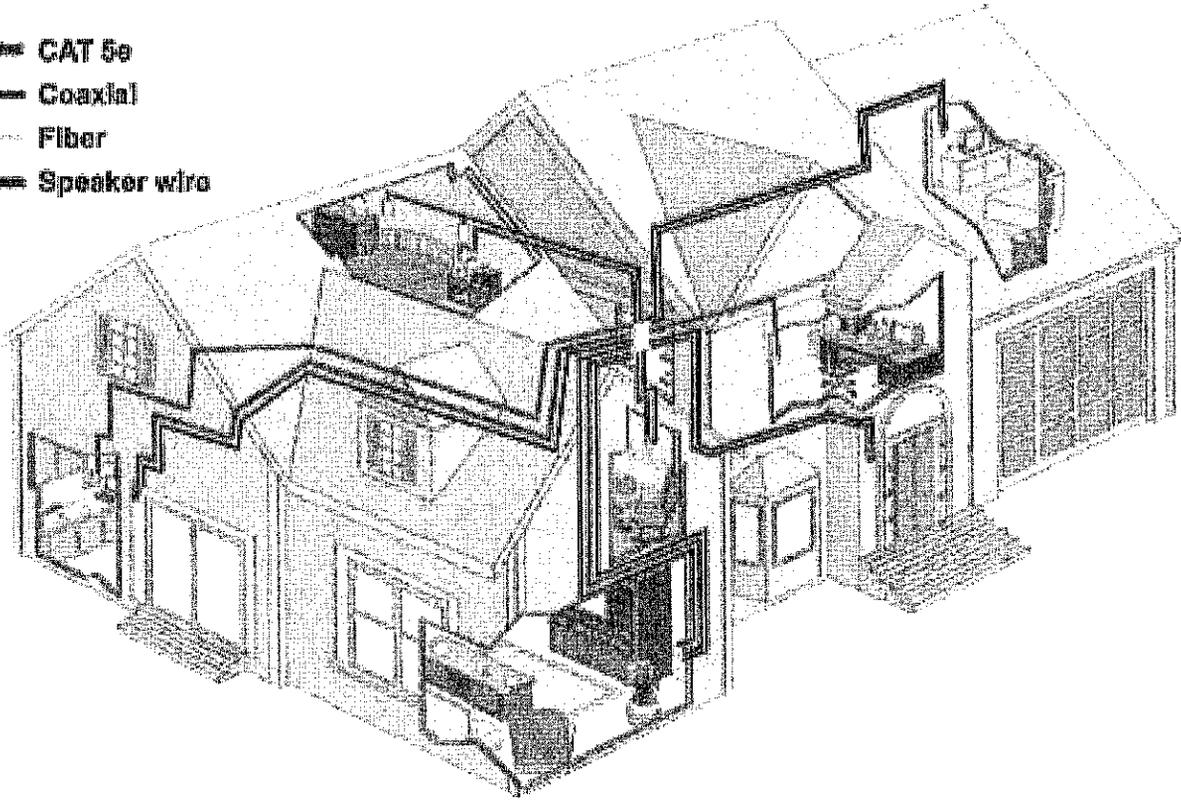
Customer Premises Unit: Defined as living space supported by a single electric meter.

Environmentally Controlled: Defined as a location shielded from rain and moisture, within a living or storage space, and maintained at temperatures between 32 and 104 degrees Fahrenheit.

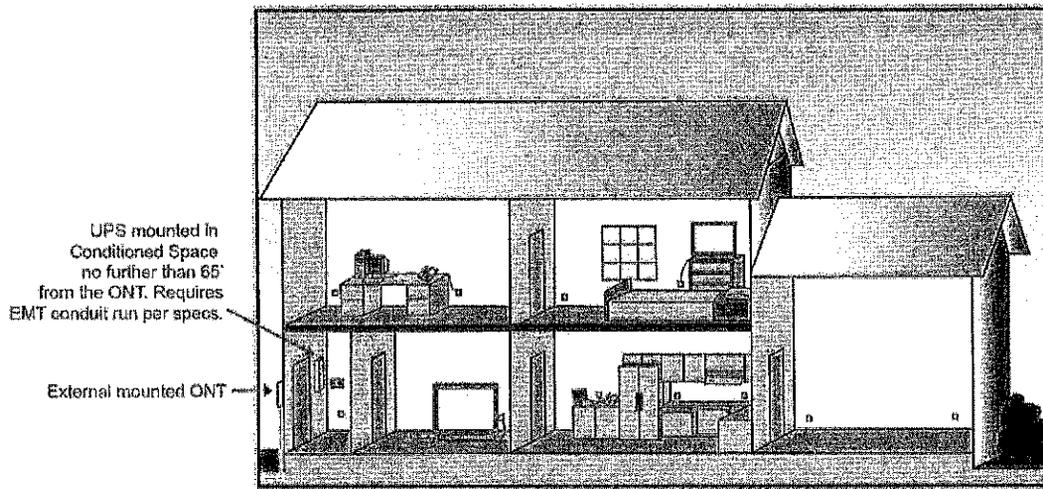
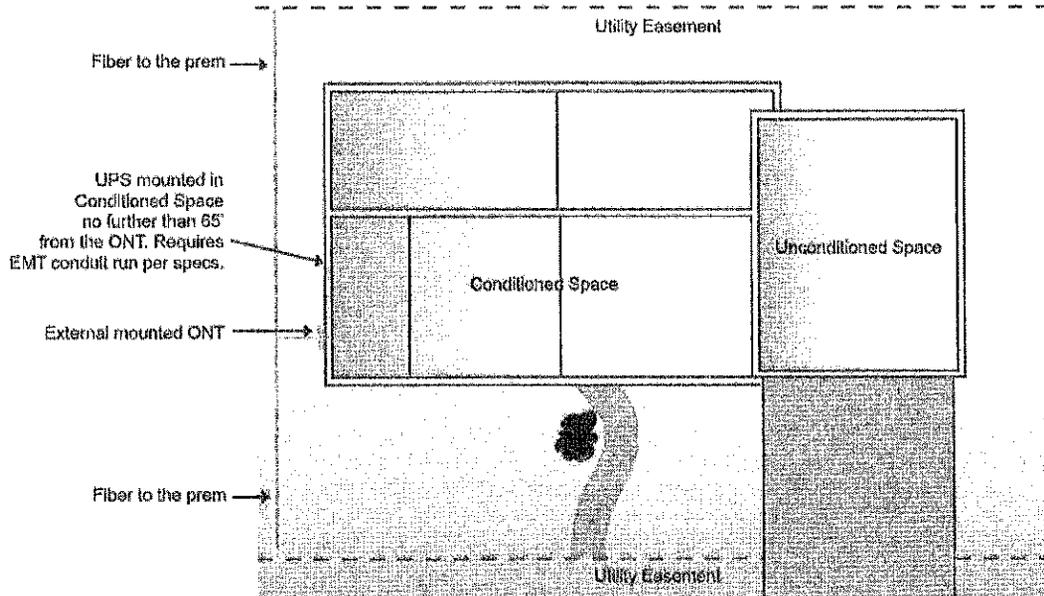
SFU Structure Wiring Illustration

Typical Drawings for Dwellings with an External ONT

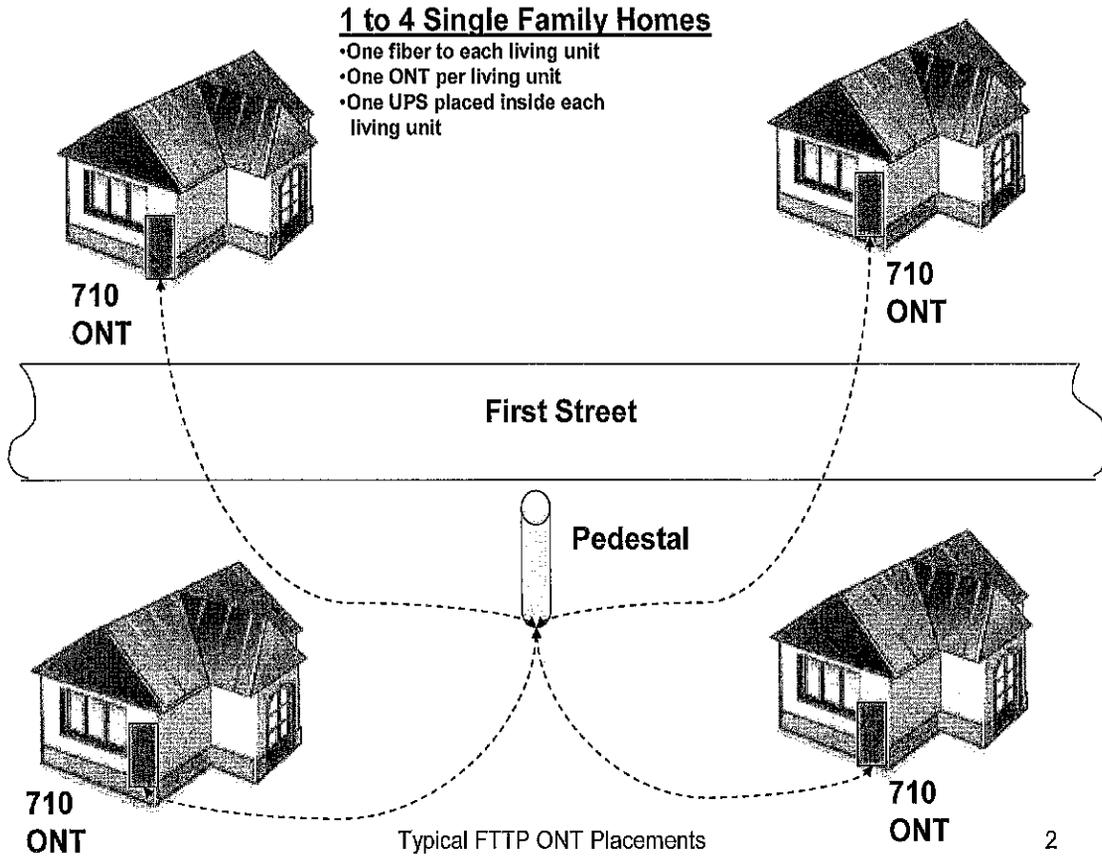
- ▬ CAT 5e
- ▬ Coaxial
- ▬ Fiber
- ▬ Speaker wire



SFUs with a Separate External ONT for Each Residential Unit



SFUs with a Separate External ONT for Each Residential Unit



2

SFU Dwellings with a Separate External ONT

Structural Requirements

- **Optical Network Terminal (ONT):** The ONT is required and provided by CenturyLink as the network interface device between CenturyLink communications network and customer structured inside wiring for the FTTP architecture. The ONT shall be grounded to an MGN with an AWG # 6 bare solid copper wire using appropriate bond connector for distances up to 20 feet, this will be provide and placed by CenturyLink. CenturyLink will provide and install a fiber optic drop to the ONT.
- **Uninterruptible Power Supply (UPS) and Smart Panel Location:** A UPS is required and provided by CenturyLink which must be placed in an environmentally controlled location, capable of meeting the following space requirements: 24 in. wide x 24 in. tall x 12 in. deep, 50 in. above ground level. The recommended location of the UPS is in a dry area typically at or near the ONT, but can be no more than 50ft wire run distance in length, from UPS to ONT. The builder shall supply and install a 2'x2'x1/2" plywood backboard. The builder shall install the Smart Panel at this location.
- **UPS Power:** The Builder is required to provide a 110 volt AC non-GFCI electrical outlet within 5ft wire run distance of the UPS, this circuit must be on a common building feed. The required UPS location shall not be supported or provisioned on a Ground Fault Interrupted (GFI) electrical circuit.
- **Smart Panel:** The Builder is required to provide a Smart Panel in each living unit in order to provide a broadband distribution location for supporting voice, data and video services. It is recommended that the Smart Panel be centrally located in either the basement or on the first floor of the structure.
- **Conduit:** The Builder is required to provide a 1" pvc conduit, no longer than 50ft, from the Smart Panel location to the side of the house with the power meter. The conduit shall have no more than 3-90 degree sweeps (no hard 90 bends). The conduit should be terminated on the outside of the home with a 4"x4"x2" junction box. CenturyLink will place required wiring within the conduit from the ONT to the UPS and Smart Panel.
- **Ethernet High Speed Data:** Minimum of one Cat5e cable is required from Smart Panel to an RJ45 jack located at a location in the home where the router will be placed for internet access. CenturyLink will place the router at time of installation. Each data cable run is to be no more than 328' in length. Data cable is to be terminated on the data portion of the Smart Panel
- **Voice:** Minimum of one Cat3 or Cat5e cable from Smart Panel to RJ11 voice jack at a location in the home where a phone will be placed for voice service. Voice cable is to be terminated on the voice portion of the Smart Panel.

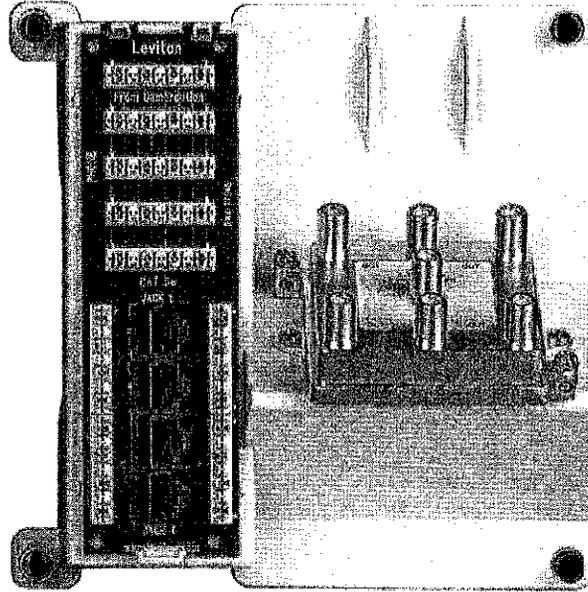
Disclaimer:

Fiber services require proper builder and contractor installation, supporting equipment, and maintenance. CenturyLink does not guarantee operation of equipment or wiring. All builder and contractor work and dwelling units must comply with applicable governmental regulations and industry standards, including federal, state, county, city, all other applicable codes and ordinances, ANSI/EIA/TIA telecommunications guidelines, and CenturyLink-provided specifications. Adjustments to original designs are discouraged to ensure optimal performance and service delivery, and CenturyLink may charge additional amounts if adjustments are made. CenturyLink has no obligation to pay any charges related to the fiber, fiber services, installation, supporting equipment, and maintenance, or builder and contractor costs incurred to comply with applicable regulations. All services are subject to separate agreements with CenturyLink. Contact your CenturyLink engineering representative with questions.

Compact Series: 4 Telephone, 4 Data and 6-way Video Panel

APPLICATION

Leviton's Compact Series: 4 Telephone, 4 Data and 6-way Video Panel combines a Combo Phone and Data board and a 6-way 1 GHz splitter on a dedicated plastic bracket for essential telephone, data, and TV RF signal distribution in an apartment, small house, or condominium. The Combo Board bridges the incoming telephone wiring to up to four Cat 5e cables running to four telephone locations in the home. The board also enables patching input for four data connections from a router or Ethernet switch to four Cat 5e cables to computer or other network device locations. In addition, the included passive splitter connects an incoming TV RF signal to RG6 coaxial cable runs to as many as six different TV locations in the home.



FEATURES

- Offers essential telephone, data and video distribution
- Includes 4 IDC punchdowns to support 4 telephones in 4 locations
- Includes 4 Data jacks for patching data to 4 network device locations
- Includes 6-way SCTE compliant splitter for up to 6 TV locations

NOTES

- Determine outlet locations and carefully plan cable routing to ensure the selected unit satisfies requirements
- Install 75 ohm termination caps on unused outputs of the 6-way splitter to reduce TV noise and RF EMI/EMR from the splitter

TYPICAL SPECIFICATION

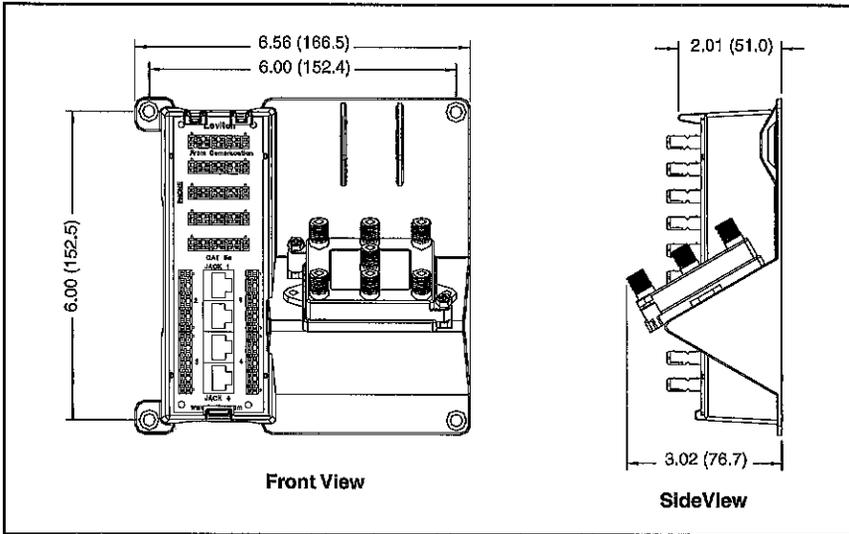
The Compact Series Telephone, Data and 6-way Video Panel shall meet all applicable standards: TIA/EIA-570-B and FCC Part 68 compliance. The panel shall handle up to four telephone lines to four telephone connections, making it suitable for phone, fax or modem. The Panel shall also distribute data through four Cat 5e jacks and support up to six TV outputs. The unit shall include a plastic mounting bracket, Combo Phone and Data Board and 6-way 1 GHz SCTE compliant passive splitter. The manufacturer shall provide a two-year limited product warranty.

Leviton Mfg. Co., Inc.

59-25 Little Neck Pkwy, Little Neck, NY 11362-2591 Tech Line: 1-800-824-3005 Fax: 1-800-832-9538 www.leviton.com
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4 Telephone, 4 Data and 6-way Video Panel - 47603-DP6

DIMENSIONAL DRAWINGS



4 Telephone, 4 Data and 6-way Video Panel - 47603-DP6

WARRANTY INFORMATION

Two-year limited product warranty

For Applications Engineering Support - call 1-425-485-4288; in USA call 1-800-722-2082. Spec sheets and updates are also available at www.leviton.com

ORDERING INFORMATION

CAT. NO.	DESCRIPTION
47603-DP6	4 Telephone, 4 Data and 6-way Video Panel

Leviton Manufacturing Co., Inc.

59-25 Little Neck Pkwy, Little Neck, NY 11362-2591
 Telephone: 1-800-323-8920 • Fax: 1-800-832-9538 • Tech Line: (8:30AM-7:30PM E.S.T. Monday-Friday): 1-800-824-3005

Leviton Manufacturing of Canada, Ltd.

165 Hymus Boulevard, Pointe Claire, Quebec H9R 1E9 • Telephone: 1-800-469-7890 • Fax: 1-800-563-1853

Leviton S. de R.L. de C.V.

Lago Tana 43, Mexico DF, Mexico CP 11290 • Tel. (+52) 55-5082-1040 • Fax. (+52) 5386-1797 • www.leviton.com.mx

Visit our website at www.leviton.com

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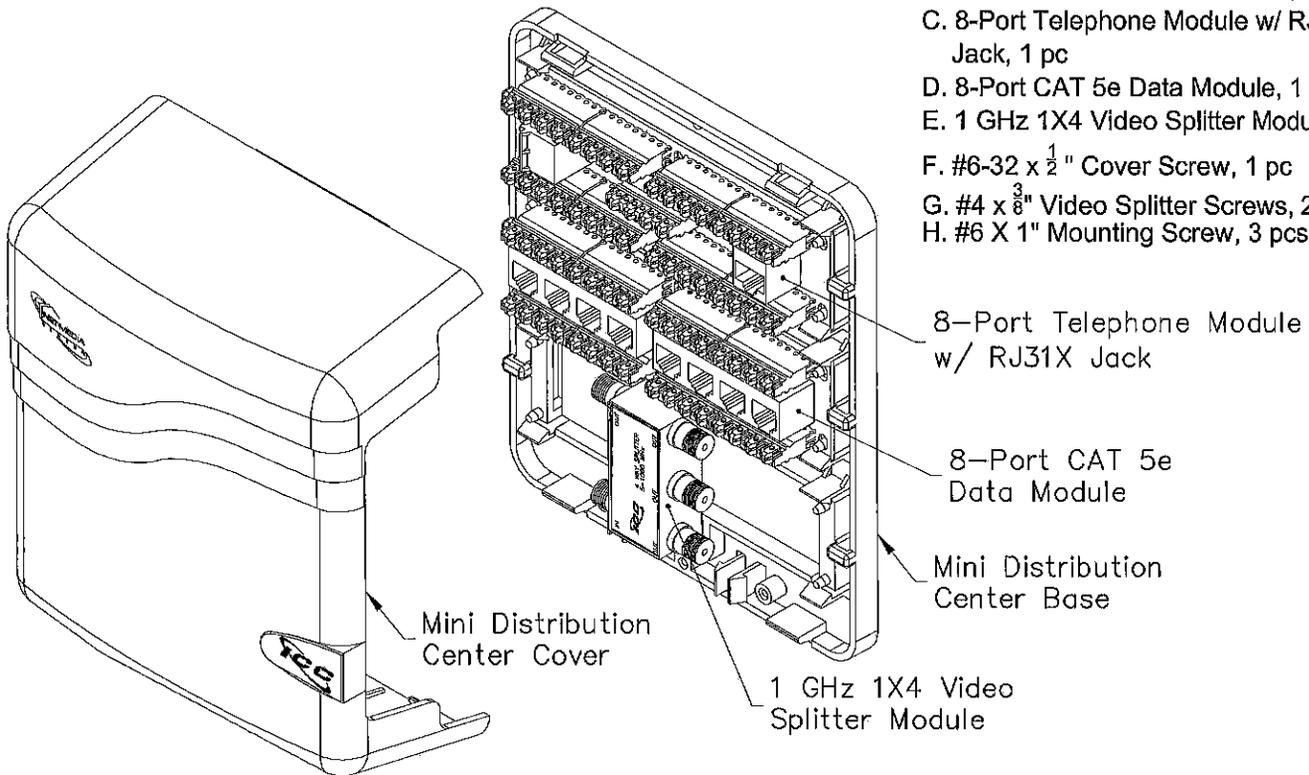


Surface Mount Mini Net Media Center Combo

PRODUCT SPECIFICATION

Package includes:

- A. Mini Distribution Center Cover, 1 pc
- B. Mini Distribution Center Base, 1 pc
- C. 8-Port Telephone Module w/ RJ31X Jack, 1 pc
- D. 8-Port CAT 5e Data Module, 1 pc
- E. 1 GHz 1X4 Video Splitter Module, 1 pc
- F. #6-32 x $\frac{1}{2}$ " Cover Screw, 1 pc
- G. #4 x $\frac{3}{8}$ " Video Splitter Screws, 2 pcs
- H. #6 X 1" Mounting Screw, 3 pcs



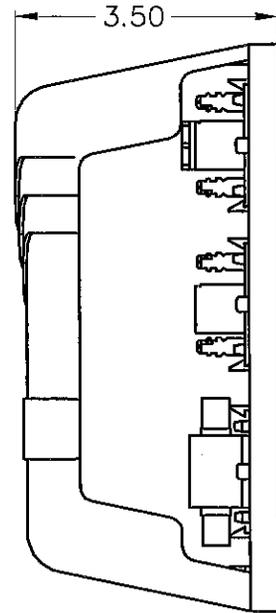
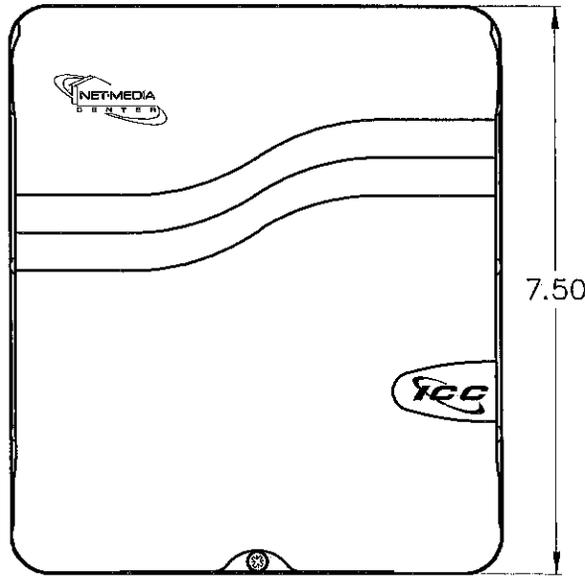
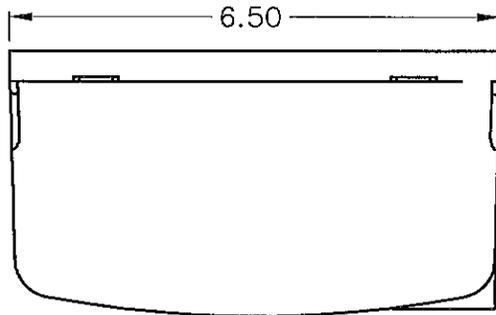
Features and Benefits:

- Provides excellent solution for condos, town homes, smaller homes, and for remodeling installations
- Designed to be surface mounted, and suited for compact areas with flexible needs for distribution of voice, data, audio, or video with dual side access for easy cable entry and exit
- Includes ICRDSVPA10 8-port telephone module with RJ31X jack, ICRDSDPA10 8-port CAT 5e data module, and ICRDSAVP4B 1 GHz 1X4 video splitter module
- 8-port telephone module is bridged, supports up to 4 incoming telephone lines with 8 outputs per each line, and includes an RJ31X jack for a security system
- 8-port CAT 5e data module exceeds ANSI/TIA/EIA-568-B.2 Category 5e connecting hardware requirements
- Video splitter module is designed with 1 input by 4 output with a frequency range of 5 MHz to 1 GHz providing excellent signal quality for splitting cable, satellite, or antenna signals
- Can also be used with ICRDSDMBUM universal electronics bracket for active components if needed

COMBO, NET MEDIA CENTER, SURFACE MNT, MINI			
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DWG NO.	PSRDSMMBK1		PAGE NO. 1

CUSTOMER CARE / TECHNICAL SUPPORT * CSR@ICC.COM / 888-ASK-4-ICC (275-4422) * 14700 Alondra Blvd., La Mirada, CA 90638 * www.icc.com

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NOTE: UNLESS OTHERWISE SPECIFIED

1. MINI DISTRIBUTION CENTER:
 - A. MATERIAL: ABS, UL 94V-0
 - B. SURFACE FINISH: TEXTURE
 - C. COLOR: WHITE
2. 8-PORT TELEPHONE MODULE W/ RJ31X JACK:
 - A. MATERIAL: GLASS EPOXY FR4 COPPER CLAD .062 INCH THICK PER MIL-P-13949
 - B. FINISH: ELECTROPLATED SOLDER WITH HOT SOLDER DIP
 - C. WIRING IN ACCORDANCE TO T568B
3. 8-PORT CAT 5e DATA MODULE:
 - A. MATERIAL: GLASS EPOXY FR4 COPPER CLAD .062 INCH THICK PER MIL-P-13949
 - B. FINISH: ELECTROPLATED SOLDER WITH HOT SOLDER DIP
 - C. WIRING IN ACCORDANCE TO T568A
4. 1 GHZ 1X4 VIDEO SPLITTER MODULE:
 - A. HOUSING: ZINC ALLOY DIE-CASTING CASE WITH NICKEL PLATED
 - B. FREQUENCY RANGE: 5~1000 MHZ
 - C. INSERTION LOSS: 8 dB TYPICAL

COMBO, NET MEDIA CENTER, SURFACE MNT, MINI			 Premium Products Proven Performance Competitive Prices
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DWG NO.	PSRDSMMBK1	PAGE NO. 2	

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