

**AMENDED AND SUBSTITUTED DECLARATION OF RESIDENTIAL
COVENANTS, CONDITIONS AND RESTRICTIONS**

Prepared by and return to: Aaron M. Hubbard, Critelli & Hubbard, P.C., 9902 Swanson Blvd.,
Grimes, IA 50325 (515) 255-8750

Grantor/Affiant: Newblood Development IV, L.L.C.

Grantee: The Public

Legal Description: Lots 1- 19 in Fox Creek Estates Plat 2, an Official Plat, now included
in and forming a part of the City of Waukee, Dallas County, Iowa

THIS AMENDED AND SUBSTITUTED DECLARATION is made this 10th day of May, 2010, by Newblood Development IV, L.L.C., an Iowa limited liability company on behalf of itself and it's successors and assigns forever (collectively the "Declarant").

WHEREAS, pursuant to the Declaration of Residential Covenants, Conditions and Restrictions recorded on October 2, 2009, in Book 2009; Page 16230 in the office of the Recorder of Dallas County, Iowa (the "Declaration"), Fox Creek Estates, L.L.C. established and placed certain covenants, conditions, restrictions and easements on the following described real property:

Lots 1-32 in Fox Creek Estates Plat 1, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa

WHEREAS, Newblood Development IV, L.L.C. purchased all of the above described lots in Fox Creek Estates Plat 1 on November 25, 2009 evidenced by a Warranty Deed filed in Book 2009; Page 18844.

WHEREAS, Article I of the Declaration defines the Declarant to be Fox Creek Estates, L.L.C., it's successors and assigns. That by operation of law Newblood Development IV, L.L.C. is the successor in interest to the above described property by virtue of holding title to the entire all lots currently owned by Fox Creek Estates, L.L.C. and thus is now established to be the Declarant.

Bill to:
City of Waukee
230 Highway 6
Waukee, Iowa 50263

WHEREAS, Declarant desires to amend and substitute the Declaration subject to the above real property as it is being replatted into the following described real property:

Lots 1-19 in Fox Creek Estates Plat 2, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa

WHEREAS, pursuant to Article XIV of the Declaration, until Declarant has sold all of the Lots, Declarant has the right to amend the Declaration without the consent of any other Owners or other party.

WHEREAS, Declarant owns certain Lots in the Property.

WHEREAS, Declarant is desirous of protecting the value and desirability of the Plat.

NOW, THEREFORE: Declarant amends and substitutes the Declaration with this Amended and Substituted Declaration of Residential Covenants, Conditions and Restrictions and hereby declares that all property within the Plat shall be held, sold and conveyed and be subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Plat and shall run with the land and shall be binding upon all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

- A. "Plat" shall mean and refer to the real property described as Lots 1 through 19 in Fox Creek Estates Plat 2, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa.
- B. "Declarant" shall mean and refer to Newblood Development IV, L.L.C.
- C. "Lot" shall mean and refer to an individual parcel of land within the Plat.
- D. "Building Lot" shall mean and refer to one or more Lots, or one or more Lots and the portion or portions of adjacent platted Lots in the Plat, used for the construction of one dwelling as herein permitted.
- E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot or Building Lot that is a part of the Plat.
- F. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.

G. "City" shall mean the City of Waukee, Iowa.

II. DESIGNATION OF USE

All Lots shall be known and described as residential lots, and shall not be improved, used or occupied for other than private residential purposes. No full-time business activity may be conducted on any Lot or in any dwelling or structure constructed or maintained on any Lot, except those activities permitted under the terms of the zoning ordinance of the City.

III. BUILDING TYPES

A. No building or structure shall be constructed, altered or maintained on any Building Lot other than a detached single family dwelling with an attached private garage.

B. No structure of any kind shall be moved onto any Lot other than by Declarant.

C. The exterior of any residence, garage or outbuilding located on any Lot shall be finished with one of the colors designated in writing by Declarant as being acceptable exterior color. All roof material shall be wood shake, wood shingles, textured asphalt, fiberglass shingles or slate or tile roof shingles. All roof material and colors shall be approved in writing by Declarant.

D. No dwelling shall be erected which does not have a toilet, bath and kitchen sink connected to the sewage disposal facility available to this tract.

IV. BUILDING AREA DESIGN CONSTRUCTION

The Platters, Declarant, Newblood Development IV, L.L.C., and its successors and/or assigns, must pre-approve any and all building plans for structures to be built upon Lots 1 through 19 of Fox Creek Estates Plat 2. Said approval must be in writing and will not be unreasonably withheld.

No dwelling shall be constructed or permitted to remain upon any lot in this subdivision unless it meets the following ground floor area requirements:

A. One-story dwellings must have a main floor finished area of not less than 1,200 square feet.

B. All multi-level dwellings, including, but not limited to, split-levels, one and one-half story dwellings, two-story dwellings and dwellings having more than two stories, must have finished areas of not less than 1,250 square feet, with a minimum of 600 square feet on the main floor.

C. Split-foyer dwellings must have a main floor finished area of not less than 900 square feet.

In the computation of ground floor area, the same shall not include any porches, breezeways, or attached or built-in garages.

V. PROXIMITY AND ACCESS TO STREET

No dwelling or other structure shall be located closer than thirty (30) feet to any right-of-way line.

VI. GARAGES

All dwellings shall have a minimum of as two-car attached garage.

VII. DRIVEWAYS

All dwellings shall have a Portland cement concrete driveway not less than 16 feet in width and running from city street to the garage.

VIII. TEMPORARY STRUCTURES OR EQUIPMENT

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 building plot, either temporarily or permanently. All recreational vehicles shall be parked or store in a garage.

IX. SWIMMING POOLS

Above-ground swimming pools shall be permitted on any lot at the approval of the Declarant.

X. FENCES

Fences shall not be constructed forward of the dwelling's back building line and shall not obstruct any drainage easement. All fences shall be no more than six (6) feet in height and shall be constructed of wrought iron, steel, wood, chain link, or white vinyl. Wrought iron, steel or chain link fence surfaces shall be covered with black neoprene, epoxy or other similar coating, and unfinished wood fences shall be color-stained or painted white only. All fencing must be approved in writing by the Declarant.

XI. SIGNS

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 street markers, traffic signs and other signs displayed by the City of Waukee or by other governmental units, and except signs which have been approved by 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. 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. Signs not exceeding 1,296 square inches in size, to show property for sale, shall be permitted. Developer shall have the right to 4' x 8' signs installed at each street entrance of the development.

XII. TRASH RECEPTACLES

No trash receptacles or garbage cans shall be permitted to be placed outside a residence or garage, except as necessary for regular collection.

XIII. UTILITIES

All utility connection facilities and services shall be underground. No individual water supply system shall be permitted on any building lot.

XIV. TOWERS, ANTENNAE AND SATELLITE RECEIVERS

A. No exterior towers or antennae of any kind shall be constructed, modified or permitted on the ground of any lot or on any dwelling or garage. All antennae shall be concealed within the attic space of the dwelling or garage.

B. Direct broadcast signal parabolic antennae (satellite receivers) shall be no larger than twenty-four (24) inches in diameter and concealed from street view.

C. No light poles shall be used or placed upon any lot which extend more than ten (10) feet above grade, except for those to light tennis courts. All light poles shall be of residential design. All pole lights shall be positioned and directed so as not to constitute a nuisance to any other property owner.

D. As to each of the above, in no instance shall the tower, antennae or pole be located closer than twenty (20) feet from any property line.

XV. LANDSCAPING AND SODDING

When a dwelling is constructed on a lot, at a minimum it will be sodded in the front yard and seeded in the back and side yards, except where the topography, conservancy districts, creek slopes or tree cover does not make the same practical.

XVI. NUISANCES

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

XVII. EASEMENTS

Easements conveyed to the City for installation and maintenance of utilities, and surface water drainage facilities, are reserved as shown on the recorded plat of Fox Creek Estates Plat 2. The Owner or occupant of a building plot shall, at his own expense, keep and preserve that portion of the easement within his property in good repair and condition at all times, and shall neither erect, nor permit erection of, any building, structure or fences of any kind, nor permit any growth of any kind within said easement which might interfere in any way with the use and maintenance of the utility services and drainage areas located within the easements.

XVIII. VEGETATION AND LANDSCAPING APPEARANCE, MAINTENANCE AND WEED CONTROL

A. The Owner and/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, after receipt of written notice by certified mail from the Declarant, to mow or cut such vegetation, trim or remove such damaged trees or shrubbery, and/or remove such debris within ten (10) days, or the Owner will be subject to a combination of remedies recognized at law or equity.

B. Vegetation in conservancy easements, 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. Water flowage ways will not be altered so as to direct water flows on to an adjoining lot in a location significantly different from that in existence when the Plat was originally recorded.

XIX. CERTAIN ANIMALS PROHIBITED

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 a total of three (3) dogs and/or cats be kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas, and dog runs, if any, must be completely screened or otherwise hidden from view from any other lot and all streets within the Plat.

XX. ACCESSORY STRUCTURES

Any tool shed or other out-structure, other than detached garages, shall be properly screened by privacy fence or shrubbery not to exceed six (6) feet in height. Swimming pools, tennis courts, tool sheds or other accessory structure or improvements shall not extend farther than the rear line of the residence extended to the side lot lines and shall not be located within twenty (20) feet of any side or rear lot line, subject to the City of Waukege ordinances. Roofs shall be pitched and covered with similar roofing to the principal structure. Siding will be the same as the principal structure.

XXI. MODIFICATION OF RESTRICTIONS

The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land, and shall remain in full force and effect until December 2025, at which time said covenants, restrictions and provisions may be amended, modified, changed, extended or canceled, in whole or in part, by written agreement signed by the owner or owners of more than fifty (50) percent of the lots hereby restricted, which shall be recorded in the office of the Recorder of Dallas County, Iowa, at least one (1) year prior to the original expiration date or to a subsequent expiration date, whichever is applicable. However, Declarant has the right to amend said covenants, restrictions and provisions at any time during which Declarant, its successors or assigns has an ownership interest in any lot in Fox Creek Estates Plat 2.

XXII. SURFACE WATER

The topography of the Plat is such that surface water may flow from certain Building Lots onto other Building Lots. In regard to all matters concerning surface water, each Building Lots shall be subject to and benefited by such easements as may exist from 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 laws.

XXIII. ENFORCEMENT OF COVENANTS

This Declaration shall be deemed to run with the land, and the Declarant or the Owner on any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration to enjoin its violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity, and shall further be entitled to recover reasonable legal fees and costs if the Declarant or Owner prevails in any such action.

XXIV. ENFORCEMENT AND WAIVER

A. In the event that any one or more of the foregoing covenants, conditions or restrictions shall be declared for any reasons by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.

B. The Plat shall also be subject to any and all rights and privileges of the City, now held or hereafter acquired, by dedication or conveyance or by reason of the platting and recording of the Plat, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the zoning ordinance of the City, the more restrictive shall be binding.

C. This Declaration shall not be applicable to property dedicated to the City, and the City may allow appropriate public use on city-owned property within the Plat.

IN WITNESS WHEREOF, this Declaration of Residential Covenants, Conditions and Restrictions, was made the date first written above by the Declarants.

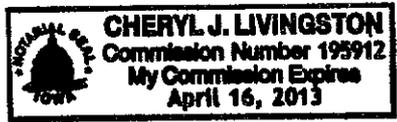
DATED: 6/28/10

[Signature]
Eric Grubb, Member/Manager
Newblood Development IV, L. L.C., Declarant

STATE OF IOWA, COUNTY OF POLK, ss:

On this 28th day of June, 2010, before me, a Notary Public in and for the said State, personally appeared Eric Grubb, to me personally known, who being by me duly sworn did say that that person is a Member/Manager of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its members and managers and Eric Grubb, Member/Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

[Signature]
Notary Public in and for Iowa.



ASSIGNMENT OF DECLARANT'S RIGHTS

Prepared by and return to: Aaron M. Hubbard, Critelli & Hubbard, P.C., 9902 Swanson Blvd., Clive, IA 50325 (515) 255-8750

Grantor/Affiant: William B Elson and Orrie J. Koehlmoos

Grantee: The Public

Legal Description: All Lots in Fox Creek Estates Plat 1, an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa (now known as Fox Creek Estates Plat 2)

William B Elson and Orrie J. Koehlmoos, Members and Managers of Fox Creek Estates, L.L.C., state as follows:

1. Fox Creek Estates, L.L.C., was the developer and platter of the plat named Fox Creek Estates Plat 1.
2. Filed with the plat is a Declaration of Residential Covenants, Conditions and Restrictions for Fox Creek Estates Plat 1 which was filed on October 2, 2009, in Book 2009, Page 16230.
3. In that Declaration of Residential Covenants, Conditions and Restrictions it states, under Article I, Section 5, that the Declarant is Fox Creek Estates, L.L.C., its successors and assigns.
4. On November 25, 2009 in Book 2009; Page 18844 a Warranty Deed was filed transferring ownership of all lots in Fox Creek Estates Plat 1 to Newblood Development IV, L.L.C.
5. At the time of that transfer, Newblood Development IV, L.L.C, became the developer and Declarant of Fox Creek Estates Plat 1.
6. No formal document regarding the transfer of Declarant's powers was filed of record at the time of the sale of the lots to Newblood Development IV, L.L.C.

7. Fox Creek Estates, L.L.C., hereby assigns all its right, title and interest as the Declarant under the Declaration of Residential Covenants, Conditions and Restrictions for Fox Creek Estates Plat 1 filed on October 2, 2009, to Newblood Development IV, LLC, effective as of the date of the transfer of ownership to Newblood Development IV, L.L.C. on November 25, 2009.

Dated this 28 day of May, 2010

FOX CREEK ESTATES L.L.C.

By [Signature]
William B. Elson, Member/ Manager

By [Signature]
Orrie J. Koehlmoos, Member/ Manager **MEMBER**

STATE OF IOWA)
)ss
COUNTY OF POLK)

On this 28th day of May, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared William B. Elson, to me personally known, who being by me duly sworn, did say that he is a Member/ Manager of Fox Creek Estates, L.L.C. that no seal has been procured by the said company; that said instrument was signed on behalf of said company and that the said William B. Elson, as Member/ Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by them voluntarily executed.



Notary Public [Signature]

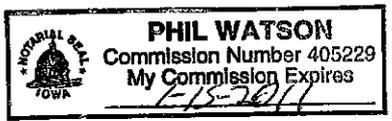
ORRIE J. KOEHLMOOS NOTARY CLAUSE ON PAGE 3

STATE OF IOWA)
)ss
COUNTY OF POLK)

On this 2 day of ~~May~~ ^{June}, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Orrie J. Koehlmoos, to me personally known, who being by me duly sworn, did say that he is a Member/ Manager of Fox Creek Estates, L.L.C. that no seal has been procured by the said company; that said instrument was signed on behalf of said company and that the said Orrie J. Koehlmoos, as Member/ Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by them voluntarily executed.



Notary Public



CERTIFICATE OF RECORDER OF DALLAS COUNTY

Prepared by and return to: Aaron M. Hubbard, Critelli & Hubbard, P.C., 9902 Swanson Blvd., Grimes, IA 50325 (515) 255-8750

Grantor/Affiant: Carol Hol

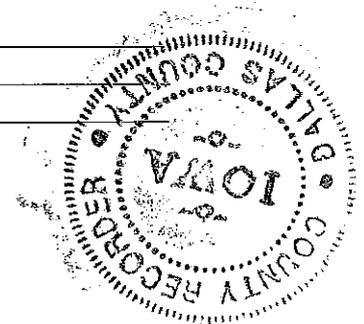
Grantee: The Public

I, Carol Hol, Recorder of Dallas County, Iowa, do hereby certify in accordance with the provisions of Chapter 354, Code of Iowa (2009), that the real estate described below, being made into an Official Plat to be known as "Fox Creek Estates Plat 2" in accordance with the provisions of said Chapter 354; that title in fee is in the proprietors, Newblood Development IV, L.L.C., and that the real estate described below is free from any encumbrances as shown by the abstract of title to said property, except those noted in the attorney's title opinion.

Lots 1 through 32, FOX CREEK ESTATES PLAT 1, an Official Plat in the City of Waukee, Dallas County, Iowa

Dated this 24th day of June, 2010.

Carol Hol
By: Lori Belgarde
As: Deputy
Dallas County Recorder



STATE OF IOWA)
) ss:
COUNTY OF DALLAS)

I hereby certify that before me, a Notary Public in and for said county, personally appeared ~~Carol Hol~~,* as Recorder of said county, personally known to me to be the Recorder of said county on the date of the execution of the foregoing Plat, and the signing of the foregoing certification and to be the identical person whose name is affixed to and
* Lori Belgarde

Book 2010 Page 8371
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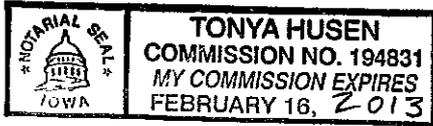
BILL & RETURN TO:
City of Waukee
230 Highway 6
Waukee, Iowa 50263

who executed the above instrument as Recorder of said county, and acknowledged the execution of the same as her voluntary act and deed, as Recorder of said county for the purpose therein.

Dated this 24th day of June, 2010.



NOTARY PUBLIC IN AND FOR THE STATE OF IOWA



MORTGAGEE'S CONSENT TO REPLAT

Prepared by and return to: Aaron M. Hubbard, Critelli & Hubbard, P.C., 9902 Swanson Blvd., Grimes, IA 50325 (515) 255-8750
Grantor/Affiant: Community Business Lenders
Grantee: The Public

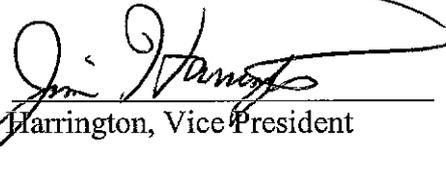
Community Business Lenders, the holder of a mortgage recorded in Book 2009, Page 18845 in the Dallas County Recorder's Office, hereby freely consents to platting of the following to be described as Fox Creek Estates Plat 2.

Property to be known as Fox Creek Estates Plat 2 is currently platted as:

Lots 1 through 32, FOX CREEK ESTATES PLAT 1, an Official Plat in the City of Waukee, Dallas County, Iowa

Dated this 28 day of June, 2010.

COMMUNITY BUSINESS LENDERS

By: 
Jim Harrington, Vice President

STATE OF IOWA)
) ss:
COUNTY OF POLK)

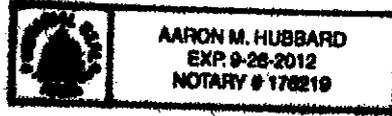
On this 28th day of June, 2010, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jim Harrington, to me personally known, who being by me duly sworn, did say that he is the Vice President of the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Jim Harrington, Vice

BILL & RETURN TO:
City of Waukee
230 Highway 6
Waukee, Iowa 50263

President as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



NOTARY PUBLIC IN AND FOR THE STATE OF IOWA



CERTIFICATE OF TREASURER OF DALLAS COUNTY

Prepared by and return to: Aaron M. Hubbard, Critelli & Hubbard, P.C., 9902 Swanson Blvd., Grimes, IA 50325 (515) 255-8750

Grantor/Affiant: Darrell Bauman

Grantee: The Public

I, Darrell Bauman, Treasurer of Dallas County, Iowa, having examined the records of my office, in accordance with the provisions of Section 354.11 of the Code of Iowa pertaining to real properties as specifically set forth below, to be hereinafter designated as:

Fox Creek Estates Plat 2

Property to be known as Fox Creek Estates Plat 2 is currently platted as:

~~ESTATES AND~~
Lots 1 through 32, FOX CREEK PLAT 1, an Official Plat in the City of Waukee, Dallas County, Iowa

do hereby certify that same is free from all certified taxes, special assessments and special rates and charges.

Nor are there any taxes due for Moneys and Credits, Bushels of Grain, Industrial Machinery, Data Processing Equipment, Utilities or Buildings on Leased Land against Jase Landing, L.L.C. as the record titleholder of said real estate.

Dated this 24 day of June, 2010.

Darrell Bauman
By: Darrell Bauman, Treasurer
Darrell Bauman
Dallas County Treasurer

BILL & RETURN TO:
City of Waukee
230 Highway 6
Waukee, Iowa 50263

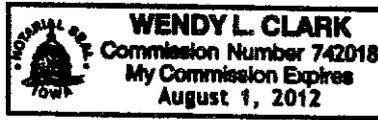
STATE OF IOWA)
) ss:
COUNTY OF DALLAS)

Donna Hemphill-for

I hereby certify that before me, a Notary Public in and for said county, personally appeared Darrell Bauman, Treasurer of said county, personally known to me to be the Recorder of said county on the date of the execution of the foregoing Plat, and the signing of the foregoing certification and to be the identical person whose name is affixed to and who executed the above instrument as Recorder of said county, and acknowledged the execution of the same as her voluntary act and deed, as Recorder of said county for the purpose therein.

Dated this 24 day of June, 2010.

Wendy L Clark 8-1-2012
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA



LAW OFFICES OF
CRITELLI & HUBBARD, P.C.
ATTORNEYS AND COUNSELORS AT LAW

MARK A. CRITELLI
AARON M. HUBBARD*

9902 SWANSON BLVD.
CLIVE, IA 50325
TELEPHONE (515) 255-8750
FAX (515) 255-0906

* ALSO ADMITTED IN INDIANA

May 10, 2010

The Honorable William F. Peard
Mayor, City of Waukee
and Members of the City Council
City Hall
230 West Hickman Road
Waukee, Iowa 50263

RE: Fox Creek Estates Plat 2 Platting Opinion

Dear Mayor and Members of the City Council:

At your request, we have examined Abstract of Title, with Pencil Notes attached prepared by Russell Abstract & Title, No. DC104692-1, for platting purposes only, to the following described real estate, and, therefore, some of the cautionary comments and other requirements we normally make are not included:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 in Fox Creek Estates Plat 1, an Official Plat now included in and forming a part of the City of Waukee, Dallas County, Iowa

to be known as **Fox Creek Estates Plat 2.**

The title opinion, based upon that examination, is rendered for use and reliance by you for platting purposes only.

The Abstract has been certified as full and complete from the date of the Original Entry to April 10, 2010, at 7:00 A.M. At the latter date and time, I find title to this property to be vested in:

Newblood Development IV, L.L.C.

1. **MORTGAGE:** The Abstract shows a mortgage recorded in Book 2006, Page 6633, in the original principal amount of \$1,750,000.00 held by Wells Fargo Bank, National Association. We require the mortgagee to execute a Consent to Plat.
2. **MORTGAGE:** The Abstract shows a mortgage recorded in Book 2009, Page 18845, in the original principal amount of \$504,000.00 held by Community Business Lenders, L.L.C. We require the mortgagee to execute a Consent to Plat.
3. The taxes for the fiscal year 2008 show first installment, paid; second installment, paid.

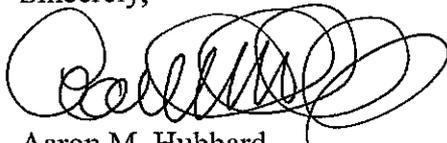
4. The Abstract shows Ordinance No. 2590 filed September 1, 2006, in Book 2006, Page 14487. The Ordinance dictates development standards for the property, including landscaping of open spaces, types and quantities of building materials to be used on the development, and building setbacks. We suggest you review the Ordinance to determine its effect on your property.
5. The Abstract shows a Planned Development Agreement filed June 20, 2007, in Book 2007, Page 9249. The Agreement specifies certain covenants in relation to building requirements as related to the property, including, but not limited to, setbacks, lot size and floor area. We suggest you review the Agreement to determine its effect on your property.
6. The Abstract shows the Final Plat of Fox Creek Estates Plat 1, filed October 2, 2009, in Book 2009, Page 16230. Included in the Final Plat is a Declaration of Covenants, Conditions and Restrictions. Among other matters, the Declaration includes provisions for party walls. The Declaration encompasses many use restrictions that may affect the use of the property, including, but not limited to, parking rights, noise ordinances and vehicle storage rights. We highly suggest you obtain a copy of all Declarations, rules and regulations, as they may affect your use and enjoyment of the property.
7. The Abstract shows a Private Landscape Buffer Easement granted to City of Waukee, filed October 2, 2009, in Book 2009, Page 16233.
8. The Abstract shows a Declaration of Covenants for Monument Sign, filed October 2, 2009, in Book 2009, Page 16234.
9. The Abstract shows a Temporary Turnaround Easement granted to City of Waukee, filed October 2, 2009, in Book 2009, Page 16235.
10. The Abstract shows a Temporary Private Overland Flowage Easement granted to City of Waukee, filed October 2, 2009, in Book 2009, Page 16236.
11. The Abstract shows a Temporary Private Detention Easement granted to City of Waukee, filed October 2, 2009, in Book 2009, Page 16237.
12. The Abstract shows an Overland Flowage Easement granted to City of Waukee, filed October 2, 2009, in Book 2009, Page 16238.
13. The Abstract shows a Sanitary Sewer and Storm Sewer Easement granted to City of Waukee, filed October 2, 2009, in Book 2009, Page 16239.
14. The Abstract shows a Storm Sewer Easement granted to City of Waukee, filed October 2, 2009, in Book 2009, Page 16240.
15. The Abstract shows a Public Utility Easement granted to City of Waukee, filed October 2, 2009, in Book 2009, Page 16241.

16. The Abstract shows an Agreement to Complete Public Improvements between Fox Creek Estates, L.L.C., and City of Waukee, filed October 2, 2009, in Book 2009, Page 16242. The Agreement calls for the developer to complete and pay for certain improvements as noted in paragraph 1 of the Agreement before building permits will be issued. Paragraph 2 calls for certain payments by developer to the City of Waukee and Paragraph 3 calls for a performance bond to be obtained by developer covering the cost of anticipated improvements. No information as to the performance bond is included.

17. The Abstract shows a Development Agreement by and between City of Waukee and Fox Creek Estates, L.L.C., filed October 2, 2009, in Book 2009, Page 16243.

18. There are restrictive covenants that run with the land.

Sincerely,

A handwritten signature in black ink, appearing to read 'Aaron M. Hubbard', written over a circular stamp or seal.

Aaron M. Hubbard
Attorney at Law

AMH/dan