

DECLARATION OF RESIDENTIAL RESTRICTIONS
PROTECTIVE COVENANTS AND CONDITIONS FOR
VILLE D'AVRAY

THIS DECLARATION IS MADE THIS 26 DAY OF August, 2002.

WHEREAS, DECLARANT is the owner of real property known as Ville D'Avray located in Waukee, Dallas County, Iowa, which is declared as:

Lots 1 through 6, inclusive, Ville D'Avray, an Official Plat of the City of Waukee, Dallas County, Iowa.

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

I. DEFINITIONS

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

- A. Ville D'Avray shall mean the real property located in the Residential subdivision described above.
- B. Declarant shall mean Architectural Home Development, LLC, an Iowa limited liability corporation, owned by Mary Ann Shaughnessy Krum and its successors and assigns.
- C. Lot shall mean and refer to any individual parcel of land which is described above as shown upon the recorded plat of Ville D'Avray.
- D. Building Plot shall mean and refer to one or more platted lots, or one platted lot and portion or portions of adjacent platted lots in Ville D'Avray.
- E. Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or building plat which is a part of Ville D'Avray.
- F. Outbuilding shall mean an enclosed covered structure directly attached to the residence to which it is appurtenant.

BILL TO: A.H. Development
6 Place D'Avray
Waukee, IA 50263

Prepared by:
A.H. Development
6 Place D'Avray
Waukee, IA 50263

BOOK 2602
PAGE 15501
5 OF 23

RETURN TO: City of Waukee
230 Highway 6
Waukee, IA 50263

G. Association shall mean and refer to Ville D'Avray Homeowners Association, its successors and assigns, a non-profit corporation to be organized pursuant to Chapter 504A of the Code of Iowa, 1991, as amended.

H. Association Responsibility Elements" shall mean the following:

- (a) The Common Area and Common Elements.
- (b) Landscaping (see Section XXI).

I. Board of Directors shall mean and refer to the Board of Directors of the Association.

J. Common Elements" shall mean all common water lines, sewers, gas line, electric lines and other utility service facilities located with the properties that serve more than one Living Unit.

K. Common Area" shall mean all land in the Properties not specifically shown as a plot of land (Lot) to be deeded to the Owner for a Living Unit. Declarant shall convey to the Association by deed that portion of the Properties surrounding the Lots at a subsequent time and before conveyance of the first Lot in the Properties.

II DESIGNATION OF USE

All lots in Ville D'Avray shall be known and described as residential lots and shall not be developed with more than one single family dwelling each, which may include servant's quarters, and shall not be improved, used or occupied for other than private residential purposes, except by permission of Declarant. No full time or part time business activity may be conducted on any lot or any building structure constructed or maintained on any lot in Ville D'Avray except model homes during the construction period except by permission of Declarant.

III BUILDING TYPES

- A. No building or structure shall be constructed, altered or maintained on any building plot other than a detached single family dwelling with no less than three-car attached or detached (front facing garages are discouraged) garage and/or an architectural indigenous greenhouse or pogoda's
- B. No factory-built structure of closed construction nor any factory-built structure of open construction assembled away from the building site shall be hereafter built on any lot in this tract.
- C. Lot 6 is exempt from the requirements of Sections III and IV.

BOOK 2062
PAGE 15501
6 OF 23

- D. Lots 1-5 - No exposed tile foundations shall be permitted and all exposed exterior concrete or concrete block wall material shall be painted or veneered with materials identified on plot plans.
- E. All homes must have a minimum of an 8 ½ pitch roof system and shall be covered with a minimum of a 260 lb., 30 year warranty, heavy duty shingle. (Timberline or equal or better). Wood, wood shingle and tile roofing are acceptable.

IV BUILDING AREA

For Lot 1-5, no dwelling shall be constructed or permitted to remain upon any building plot in the this subdivision unless it meets the following ground floor area requirements.

- A. One-story dwellings must have a ground floor finished area of not less 1800 square feet.
- B. One and one-half story dwelling must have 1500 feet of finished area on the main floor and not less than 2200 total square footage.
- C. Two-story dwellings must have a total of 1300 square feet of finished area on the main floor and not less that 2600 total square footage.
- D. Split entry dwellings must have a finished area of 1500 square feet directly under roof and a total of not less than 2000 square footage.
- E. Split level dwellings must have a finished area of 1500 square feet directly under roof and a total of not less than 2000 square footage.
- F. No building shall be erected on any lot unless the design and location is in harmony with existing structures in the tract. The building must not conflict with other buildings in the tract. The building must not conflict with other buildings in the tract through improper orientation, setbacks, landscaping and screening, grading, traffic circulation or architectural incompatibility.

In the computation of minimum square footages, the same shall not include any porches, breezeways or attached or built-in garages or basement areas.

V. APPROVAL OF PLANS

In order to preserve the general design for the development of the whole of Ville D'Avray as a European neoclassical residential section of Waukee, no building of any kind, nor any addition thereto shall be erected in Ville D'Avray unless the plan, design, building materials, exterior colors and location thereof shall have been first approved, in the sole discretion of the Declarant or the Association as the case may be. Approval of a plan shall

not be unreasonably withheld if the plan is consistent with the theme of the development.

VI PROXIMITY AND ACCESS TO STREET

No dwelling or other structure shall be located closer than 45 feet to any street except as necessary for the improvement of Lot 5 or with approval of Declarant or Association, as the case may be, as it relates to the presence of the mature oak, pine and other trees within any plot thereon.

VII 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 times as a residential dwelling on any building plot either temporarily or permanently.

VIII VEHICLE PARKING

All business and/or recreational vehicles shall be parked or stored in a garage or totally screened or not visible from street and neighbor's view.

IX 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 Dallas County or by other governmental units, and except signs which have been approved by Declarant or its authorized agent not to exceed 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 sales in such development are completed. Signs not exceeding 1,296 inches square in size to show property for sale shall not be permitted.

X UTILITIES

All utility connection facilities and services shall be installed underground in accordance with the City of Waukee ordinances. No individual water supply system or individual sewage disposal systems shall be permitted on any building plot.

XI TOWERS

No exterior towers or antennae of any kind shall be constructed, modified or permitted on

the ground of any building plot. Television or radio antennae are permitted on dwellings or garages, provided they do not exceed the height which is necessary to obtain reasonably good reception from radio and TV towers located within a 35 mile radius, and are properly screened so as not to be visible from public streets.

XIII NUISANCES

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

XIII LIVESTOCK AND POULTRY PROHIBITED

No animals, livestock or poultry of any kind shall be raised, bred or kept on any building plot hereby restricted, except for dogs, cats and other common household pets and those owners keeping dogs or cats or other common household pets on any building plot shall, in all respects and at all times, comply with the laws of the State of Iowa, and the ordinances of the County of Dallas and City of Waukee, Iowa with respect thereto.

XIV EASEMENTS

Easements for installation and maintenance of public utilities, sanitary sewer, storm sewers, overland flowage, and water mains as shown on the Official Plat of said are hereby reserved. Declarant shall have the right to make a specific grant of the "Public Utility Easements" shown thereon for construction, reconstruction and maintenance of underground electric lines and/or telephone lines to Iowa Power and Light Company and/or TCI, or their successors, grantees, or assigns, and to make a specific grant of sanitary sewer, storm sewer, overland flowage, sidewalk and water main easements to the City of Waukee, Dallas County, Iowa. The owner or occupant of a building plot shall, at his own expense, build and preserve that portion of any sidewalk located on a sidewalk easement within his property and 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 which might interfere in any way with the use and maintenance of said telephone and electric services and said storm sewer, overland flowage, sanitary sewer and water main services and usage of sidewalks. The City of Waukee, Iowa, shall at all times have reasonable access to all lots for fire and police protection.

XV FENCES

No chain link fences shall be permitted. Portals and entry gates are encouraged within a 40 foot or greater setback. This does not apply to Lot 6.

XVI LANDSCAPING CONTROL AND CONSTRUCTION

- A. It is the intention of Declarant that maximum preservation of the existing tree cover in Ville D'Avray be maintained. No trees over 14 inches in diameter may be unnecessarily removed or destroyed. Trees in building area or driveways may be removed with exception of the oaks over 14 inches in diameter which must be approved by Declarant with submission of building plans and plot except for the property dedicated to the City of Waukee.
- B. To maintain uniformity, all lots must be fully sodded from the street to a minimum of the rear building corners, including sides to those points where trees permit and natural habitat is not restricted.
- C. From the date of purchase of a lot, the owner shall maintain the lot, including, but not limited to, mowing, grass, trimming trees and bushes and debris removal.

XVII ACCESSORY STRUCTURES

Any dog run, trash receptacles, tool shed or other out structure of like nature shall be properly screened by privacy fence and shrubbery which must be approved by Declarant or its authorized agent. Swimming pools, tennis courts, tool sheds and other accessory structure or improvements shall not extend farther than the front line of the residence extended to the side lot lines and shall not be located within 20 feet of any side or rear lot line, except where approved by Declarant as necessary to preserve trees and natural habitat or architectural integrity. Setbacks should be in compliance with the City of Waukee Code.

XVIII ENFORCEMENT

Each owner of a lot in Ville D'Avray, by acceptance of a deed thereof specifically agrees to the obligations and conditions set out in these restrictions and to become a member of the Association. If any entity shall violate or attempt to violate any of the covenants, conditions or restrictions contained in this document, it shall be lawful for Declarant, so long as it owns any interest in land in Ville D'Avray, Dallas County, Iowa, or any other owner of a lot or part thereof in Ville D'Avray, to bring an action against any owner attempting to violate any of these covenants or restrictions, for such relief as may be permitted by law, including, but not limited to, injunctive relief, damages, attorney fees and costs.

XIX 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 August 1, 2032 A.D., at which time said covenants, restrictions and provisions shall automatically be extended for successive periods of five (5) years each, unless such covenants, restrictions or provisions

are amended, modified or changed or canceled, in whole or part, by written agreement signed by the owners or owners of more than fifty percent (50%) of the lots hereby restricted, and recorded in the office of the Recorder of Dallas County, Iowa and indexed in the Miscellaneous Records, at least one year prior to the original expiration date or to a subsequent expiration date, whichever is applicable. However, the Declarant can change or amend the covenants at any time prior to the 2032 A.D. period.

XX SEVERABILITY

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

XXI LANDSCAPING

The Association is expressly responsible for maintaining the front entry landscaping and trees along the south side of Place D'Avray and any landscaping located within the city right of way in accordance with the City of Waukee Code. The City of Waukee shall not be responsible for replacement of any landscaping within the Public Row.

XXII. PROPERTY RIGHTS IN COMMON AREAS

Section 1. Obligations of the Association. The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control for the exclusive benefit of the Owners, of the Common Area conveyed to it and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with the standards of sound property management.

No other than the Owner of a Lot and his invitees shall have the right to enter upon, use or affect an Association Responsibility Element located within a Lot, except that the Association and its designates may enter upon and within a Lot and the Buildings located thereon at reasonable time for the following purposes:

- (a) Installation, repair, removal, replacement or inspection of an Association Responsibility Element.
- (b) Enforcement of any provision of this Declaration, the Articles of Incorporation or the Bylaws of the Association.
- (c) Mowing and maintenance of grass areas.

In the event that the need for maintenance or repair of any portion of the Common Area, the improvements thereon, or of any Association Responsibility Element is caused through the willful or negligent acts of an Owner, or the family, guests or invitees of an Owner, the cost of such maintenance or repair shall be added to and become part of the assessment to which the Owner is subject and a lien upon the Lot and Living Unit of such Owner and shall become due and payable upon demand.

Section 2. Owner's Easements of Enjoyment. Every Owner shall have a right and

easement of enjoyment in and to the Common Area which may be delegated to family members, lessee and guests of every Owner (subject to any reasonable and nondiscriminatory rules and regulations which may be enacted by the Association) which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of the Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; provided, however, that nothing contained in this paragraph shall be deemed to deny an Owner access to and from his Lot.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to a public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of the members entitled to vote has been recorded.

(c) The right and obligation of the Association to maintain sewer and other underground utilities located within the Properties.

(d) The right of the Declarant, its successors and assigns to designate, establish, grant, dedicate, install and/or maintain utility and drainage easements within the Common Areas.

(e) The right of Declarant to maintain within any Living Unit a sales office, together with access, ingress, and egress to and from said Living Unit, any number of model Living Units, Common Area, easements and unsold Lots for Declarant and Declarant's invitees in conjunction with its business from said sales office.

(f) The right of Declarant to provide in the Common Area, landscaping, outdoor furniture and recreational equipment, signs, decorative structures and necessary appurtenant utilities;

(g) The Rules and Regulations promulgated and published by the Association's Board of Directors, the Articles of Incorporation and Bylaws, and those accompanying this Declaration; and the

(h) The right of the Association to mortgage any or all of the Common Area with assent of two-thirds (2/3rds) of the members entitled to vote.

Section 3. Title to Common Area. The Declarant hereby covenants for itself, its successors and assigns that it shall convey to the Association from time to time and as it is subsequently determined, the fee to all Common Area, free and clear of all mechanic's liens or any liens or encumbrances whatsoever except covenants, conditions, easements and restrictions created by this Declaration, or granted to the City of Waukee, Iowa. Until the construction work on all Living Units within the Properties, and appurtenant improvements incidental to said Living Units is completed, Declarant or its assignees shall have the right to enter upon the Common Area for the purpose of completing such work and performing under applicable guarantees.

Section 4. Use of the Common Area. The Common Area shall be used strictly in accordance with the provisions of this Declaration. No Owner shall obstruct or interfere whatever with the rights and privileges of other Owners of the Association in the Common Area, and nothing shall be planted, altered, constructed upon, or removed from the Common Area, except by prior written consent of the Association. If an Owner violates this section, the

Association shall have the right to restore the Common Area to the prior condition and charge and assess the cost thereof against the Owner who violates this section and such costs shall become a special assessment and a lien upon the Lot and Living Unit of such Owner and shall become due and payable upon demand. The Association shall have the same rights and powers to collect the cost of such restoration as provided in Article IV for the collection of delinquent assessments. If an Owner interferes with the rights and privileges of another Owner in the use of the Common Area, the Association or the offended Owner may commence an action to enjoin such interferences and the prevailing party shall be entitled to recover such reasonable attorneys' fees as the Court may allow together with all necessary costs and disbursements incurred in connection therewith.

Section 5. Duration. The Common Area as ultimately described pursuant to Article I, Section 4, shall not be changed and shall continue in perpetuity except by approval of two-thirds (2/3rds) of the members of the Association entitled to vote.

XXIII. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership and Voting. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment hereunder. Ownership of a Lot shall be the sole qualification for membership. Subject to provisions of Section 2 of this Article, the Owners of a Lot other than the Declarant shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 2. Declarant as Sole Voting Member. Declarant shall be the sole voting member of the Association for so long as it holds title to any Lot.

Section 3. Board of Directors. The Voting Members shall elect a Board of Directors of the Association as prescribed by the Association's Bylaws. The Board of Directors shall manage the affairs of the Association.

Section 4. Suspension of Voting Rights. The Association shall suspend the voting rights of a Member for any period during which any assessment hereunder against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

Section 5. Notice of Member's Meetings. Unless the Articles of Incorporation or the Bylaws otherwise provide, written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered no less than five (5) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the president or secretary, or the officer or persons calling the meetings, to each member entitled to vote at such meeting. If mailed, such notice shall

be deemed to be delivered when deposited in the United States Mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid. So long as Declarant is the sole voting member of the Association, no regular or special membership meeting of the Association shall be held.

Section 6. Duration. No dissolution of the Association shall occur without the prior approval and consent of the City of Waukee, Iowa.

XXIV. COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) monthly assessments or charges, and (2) special assessments for capital improvements and operating deficits; and special assessments as provided in this Article IV, Article VI and Article VII; such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the joint and several personal obligation of each person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless separately assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Association Responsibility Elements, Common Elements, Common Area and the Living Units situated on the Properties and for other purposes specifically provided herein.

Section 3. Maximum Monthly Assessment.

(a) The Board of Directors shall fix the monthly assessment at an amount reasonably calculated to cover the Association's responsibilities and including a reserve fund as set forth hereinafter.

(b) A portion of such monthly assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair, restoration and replacement of the Common Elements, the Common Area, the Association Responsibility Elements, or of any capital improvement that the Association is required to maintain.

Section 4. Special Assessments for Capital Improvements and Operating Deficits. In addition to the monthly assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction,

reconstruction, repair, restoration or replacement of a capital improvement that the Association is required to maintain or for operating deficits that the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of all Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than five (5) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Monthly Assessments: Due Dates. The monthly assessments provided for herein shall commence as to each respective Lot on the first day of the first month following the date of conveyance to an Owner of a Lot with completed Living Unit constructed thereon and for which a certificate of occupancy has been issued. LOTS OWNED BY DECLARANT THAT DO NOT HAVE COMPLETED LIVING UNITS CONSTRUCTED THEREON AND FOR WHICH A CERTIFICATE OF OCCUPANCY HAS NOT BEEN ISSUED SHALL BE EXEMPT FROM THE ASSESSMENTS DESCRIBED IN THIS ARTICLE, AND THE ASSESSMENTS DESCRIBED IN ARTICLE VI. The maintenance responsibilities of the Association as to each Lot shall commence concurrently with the commencement of monthly assessments. The insurance assessment provided for in Article VII shall commence as to each Lot on the first day of the first month following the date of conveyance of said Lot to an Owner. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

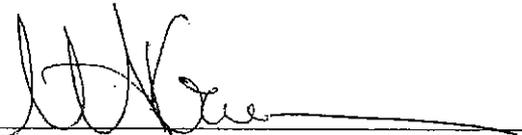
Section 8. Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 15% per annum or at the highest rate allowed by Iowa law, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for foreclosure of a

mortgage, or both, and there shall be added to the amount of such assessment all costs and expenses incurred by the Association in collecting said assessments, including reasonable attorneys' fees, whether or not legal action is required in connection therewith. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Lot.

Section 9. Subordination of Assessments. The lien of the assessments 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 mortgage foreclosure or any proceeding in sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) of any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

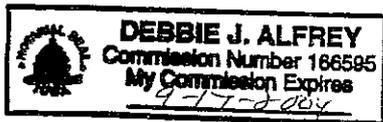
Signed this 26 day of August, 2002, A.D.

Declarant
AH Development, L.C.

By 
Mary Ann Shaughnessy Krum

STATE OF IOWA)
)ss
COUNTY OF _____)

On this 26 day of August, 2002, before me the undersigned a Notary Public in and for the State of Iowa, personally appeared Mary Ann Skaghsnessy Kth to me personally known, who being by me duly sworn, did say he/she are the owners of AH Development LC, an Iowa limited liability company and that the instrument was signed on behalf of the limited liability company by authority of the members and that the members acknowledge the execution of this instrument to be the voluntary act and deed of the limited liability company by it and by the member voluntarily executed.



Debbie J. Alfrey
Notary Public in and for the State of Iowa