

SURVEYOR'S CERTIFICATE
for
Pebble Creek North Fourth Addition

I Ralland L. Chesling of McClure Engineering Associates, Inc. hereby state that I am a Professional Land Surveyor, licensed in compliance with the laws of the State of Iowa, that this plat of PEBBLE CREEK NORTH FOURTH ADDITION, being a replat of lots 1-14 and 49-62 and Country Club Way Right Of Way included with said lots in Pebble Creek North an addition to the City of LeClaire, Iowa, correctly represents a survey completed by me in January, 2005; that all monuments and pins shown thereon will exist as required by the Code of Iowa and that their location, size, type and materials are accurately shown; this plat complies with Chapter 355, Code of Iowa and the description of said addition is as follows:

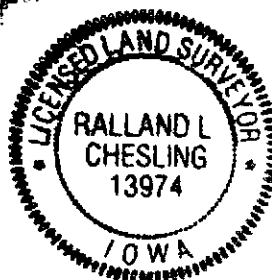
Part of the Southeast Quarter of Section 5, Township 78 North, Range 5 East of the 5th Principal Meridian, more particularly described as follows:

Lots 1 through 14 and Lots 49 through 62 and Country Club Way Right Of Way lying between said lots in Pebble Creek North an addition to the City of LeClaire, Iowa

The entire site is situated in the County of Scott, State of Iowa.

Ralland L. Chesling Date: 4-11-05

Ralland L. Chesling
McClure Engineering Associates, Inc.
Iowa License No. 13974.



T:\ALC104.1561\doc\Surveyor's Certificate pebble North fourth

APPROVED
Date 9-20-05 Initials RLC

CITY OF LECLAIRE, IOWA

OWNER'S CERTIFICATE

EACH MINOR OR FINAL PLAT SUBMITTED TO THE PLANNING AND ZONING COMMISSION AND THE CITY COUNCIL FOR CONSIDERATION WILL CARRY A CERTIFICATE OF OWNERSHIP IN THE FOLLOWING FORM:

I, the undersigned Timothy M. Dolan, President of the corporation owing the real estate shown and described herein, do hereby certify that we hereby lay off, plat and subdivide, said real estate in accordance with the accompanying plat. We do further certify that this plat is made and submitted with our free consent and desires.

The subdivision will be known and designed as Lots 1-28 of Pebble Creek North Fourth Addition, an Addition to the City of LeClaire, Scott County, Iowa, a/k/a see Exhibit A

Zoning setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, alley or other adjoining properties, there will be erected or maintained no buildings or structures.

A perpetual easement is hereby granted to any local public utility or municipal department, their successors and assigns, within the area shown on the plat and marked as an EASEMENT, to install, lay, construct, renew, operate, maintain and remove conduits, cables, pipes, poles, wires with all necessary braces, guys, anchors, manholes, and other equipment for the purpose of serving the subdivision and other property with underground telephone, storm sewer, cable television, electricity, gas, sanitary sewer, water, or other service as a part of the respective utility systems. (Further, an overhead easement is hereby granted for those overhead utilities in existence at the time of this platting.) Also is granted, subject to the prior rights of the public therein, the right to use the streets and lots with underground service lines to serve adjacent lots and street lights, the right to cut down and remove or trim and keep trimmed any trees or shrubs that interfere or threaten to interfere with any of the said public utility equipment and the right is hereby granted to enter upon the lots at all times for all of the purposes aforesaid. No permanent buildings or trees will placed on said area as shown on the plat and marked "EASEMENT", but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein granted.

APPROVED
Date 4/7/05 Initials MD

The minimum regulations, and restrictive and protective covenants of III.6-1 of The City of LeClaire Ordinance regarding Character of Development are included in this certification.

The foregoing covenants or restrictions are to run with the land and will be binding on all parties and all persons claiming under them until January 1, 2020.

The right to enforce these restrictive covenants by injunction, together with the right to cause the removal, by process of law, any structure or part thereof erected or maintained in violation hereof, is reserved to the several owners of the several lots in this subdivision and to their heirs and assigns and the CITY of LeClaire.

Witness our Hands(and Seals) this 8th day of April, 2005.

Pebble Creek Investments, Inc.

Timothy M. Dolan, Pres
By: Timothy M. Dolan, President

STATE OF IOWA)
) SS:
COUNTY OF SCOTT)

Before me, the undersigned, a Notary Public in and for the County of Scott and State of Iowa, personally Appeared Timothy M. Dolan, to me known personally, who being by me duly sworn did said that he is the President of said corporation executing the within and foregoing instruction (no seal has been procured by the said) corporation; that the instructed was signed on behalf of said corporation by authority of its Board of Directors and that the said Timothy M. Dolan as such officer acknowledges the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntary executed.



Janet L. Girot
Notary Public in and for
the State of Iowa

11-3-05
My commission expires

APPROVED
Date 4-22-05 Initials JGD

EXHIBIT A

Specific Lots and Parts of Lots
Conveyed by COUNTRY CLUB EAST, L.L.C.
to PEBBLE CREEK INVESTMENTS, INC.

Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59
in **PEBBLE CREEK NORTH**,
an Addition to the City of LeClaire, Iowa.
and

That PART of Lot 3 of PEBBLE CREEK NORTH, an Addition to the City of LeClaire,
Iowa, described as follows

Beginning at the Northeast corner of said Lot 3;
Thence South 00 degrees 46 minutes 08 seconds East on the East
line of said Lot; a distance of 73.22 feet;
Thence South 89 degrees 46 minutes 32 seconds West, a distance
of 140.01 feet to a point on the West line of said Lot;
Thence North 00 degrees 46 minutes 08 seconds West on the
West line of said Lot, a distance of 71.89 feet to the Northwest
corner of said Lot;
Thence North 89 degrees 13 minutes 52 seconds East on the North
line of said Lot, a distance of 140.00 feet to the Point of Beginning,
containing 10,158.36 square feet, more or less;
and being part of the Southeast Quarter of Section 5, Township 78 North,
Range 5 East of the 5th Principal Meridian, and situated in the City of
LeClaire, County of Scott, and State of Iowa,

and

That PART of Lot 60 of PEBBLE CREEK NORTH, an Addition to the City of LeClaire,
Iowa, described as follows

Beginning at the Northeast corner of said Lot 60;
Thence South 00 degrees 46 minutes 08 seconds East on the East
line of said Lot; a distance of 71.32 feet;
Thence South 89 degrees 46 minutes 32 seconds West, a distance
of 140.01 feet to a point on the West line of said Lot;
Thence North 00 degrees 46 minutes 08 seconds West on the
West line of said Lot, a distance of 69.99 feet to the Northwest
corner of said Lot;
Thence North 89 degrees 13 minutes 52 seconds East on the North
line of said Lot, a distance of 140.00 feet to the Point of Beginning,
containing 9,892.30 square feet, more or less;

and being part of the Southeast Quarter of Section 5, Township 78 North,
Range 5 East of the 5th Principal Meridian, and situated in the City of
LeClaire, County of Scott, and State of Iowa.

APPROVED
Date 4-12-05 Initials GNC

**DECLARATION OF EASEMENTS,
COVENANTS, AND RESTRICTIONS
FOR**

**PEBBLE CREEK NORTH 4TH ADDITION
AN ADDITION TO THE CITY OF LECLAIRE, IOWA**

WHEREAS, Pebble Creek Investments, Inc. L.L.C., hereinafter referred to as the "Declarant" is the owner of certain property in the City of LeClaire, Scott County, Iowa, which is more particularly described as PEBBLE CREEK NORTH 4TH ADDITION, to the City of LeClaire, Scott county, Iowa.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall replace in full and supercede all previous covenants affecting PEBBLE CREEK NORTH 4TH ADDITION, shall run with the real property, shall be binding on all parties having or acquiring any right, title, or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof.

Page 1 of 21

APPROVED
Date 4-22-05 Initials GJC

**ARTICLE I
DEFINITIONS**

1. "PEBBLE CREEK NORTH" shall mean The Final Plat of PEBBLE CREEK NORTH 4TH ADDITION, an Addition to the City of LeClaire, Iowa.
2. "Declarants" shall mean and refer collectively to Pebble Creek Investments, Inc. L.L.C. an Iowa limited liability company.
3. "Developers" shall mean the same as "Declarants".
4. "Lot shall mean and refer to any one of Lots 1 through 27 of PEBBLE CREEK NORTH 4TH ADDITION.
5. "Villa Lot" shall mean and refer to Lots 1 through 27 of PEBBLE CREEK NORTH 4TH ADDITION.
6. "Golf Course Lot" shall mean and refer to Lots 1 through 13 as shown on the final plat of PEBBLE CREEK NORTH 4TH ADDITION.
7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Golf Course Lot that is a part of PEBBLE CREEK NORTH 4TH ADDITION, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
8. "Association" shall mean and refer to PEBBLE CREEK NORTH HOME OWNERS ASSOCIATION, INC. an Iowa nonprofit corporation, it's successors and assigns.
9. "Villas Association" shall mean and refer to PEBBLE CREEK VILLAS HOME OWNERS ASSOCIATION, INC. an Iowa nonprofit corporation, it's successors and assigns.
10. "Member" shall mean and refer to every person or entity who holds membership in either or both the Association and/or the Villas Association, as the context requires or specifies.
11. "Common Facilities" shall mean those improvements, equipment, and amenities owned by the Association for the common use and enjoyment of the Members of the Association, including but not limited to the subdivision entrance signs, the subdivision entrance landscaping improvements, and the street lights throughout PEBBLE CREEK NORTH.

12. "Single Family" shall mean one or more persons, each related to the other by blood, marriage or legal adoption, and their respective spouses and children, including step-children, maintaining a common household in a dwelling under a single head-of-household, and as further defined in the City of LeClaire's zoning ordinance. More than two married couples residing in a dwelling shall not constitute a single family. Relationship by the blood shall include relationship by the half-blood.
13. "Structure" shall mean anything erected or constructed the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground, and as further defined in the City of LeClaire's zoning ordinance.
14. "Building" shall mean any Structure having a roof, supported by columns or walls, and intended for shelter, housing, or enclosure of any person or persons, and as further defined in the City of LeClaire's zoning ordinance.
15. "Duplex" shall mean a single Building consisting of two Single Family dwelling units erected on two Villa Lots.
16. Party Wall shall mean a wall that is built as part of the original construction of a Duplex and placed on the dividing line between two Villa Lots.
17. "Building Height" shall mean the vertical distance measured from the established ground level to the highest point of the underside of the highest ceiling. Chimneys and ornamental architectural projections shall not be included in calculating the height, and as further defined in the City of LeClaire's zoning ordinance.
18. "Story" shall mean that portion of a Building included between the surface of any floor and the surface of the floor next above; or if there is no floor above, the space between the floor and the ceiling next above, and as further defined in the City of LeClaire's zoning ordinance. A basement or cellar shall not be counted as a story.
19. "Half Story" shall mean a space under a sloping roof which has the line of intersection of roof decking and wall not more than three feet above the top floor level, and in which space not more than 60 percent of the floor area is completed for principal or accessory use, and as further defined in the City of LeClaire's zoning ordinance.

ARTICLE II
SPECIFIC PROVISIONS AND USE RESTRICTIONS

1. Type of Use. No activity shall be carried on upon any Lot which would constitute a nuisance of an unreasonable disturbance to persons occupying adjacent lots. No sheds or outbuildings of any kind shall be built on any Lot subject to this Declaration.
2. Boats, Trailers and Campers. All boats, trailers, campers or other recreational vehicles shall be stored or housed inside garages.
3. Temporary Building or Structures. No Structure of a temporary character, trailer, camper, basement, tent, shack garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Temporary Buildings or Structures used during construction of a dwelling shall be on the same Lot as the dwelling and such Buildings and Structures shall be removed upon completion of construction.
4. Animals, Livestock or Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except for 2 dogs, and/or 2 cats and/or a reasonable number of other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. There shall be no kennels or dog runs or any other Structure built or constructed for the purpose of housing animals on any Lot.
5. Dumping of Rubbish, Trash or Junk. No Lot shall be used or maintained as a dumping ground for rubbish, nor shall rubbish, trash, or junk be permitted to accumulate on any Lot. Trash, garbage or other waste shall be kept at all times in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
6. Weeds and Debris. The Owner of each Lot, whether said Lot is vacant or improved, shall keep his, her, their, or its Lot or Lots free from weeds and debris.
7. Parking of Commercial Vehicles. The parking of commercial vehicles other than in an attached garage is prohibited, except delivery vehicles during periods of deliveries.
8. Satellite Dishes. No satellite dishes may be installed on a Lot without the written approval by the Building Committee, and the City of LeClaire. The Building Committee, as defined hereafter, shall have the full discretion concerning the location and size of the satellite dish and may require the Owner to install and maintain landscaping by the satellite dish in order to reduce the unsightly appearance of the same.
9. Compliance. Use of all Lots shall comply with Section III. 6-1 of the zoning Ordinance of the City of LeClaire and as amended from time to time.

ARTICLE III
BUILDING RESTRICTIONS

1. Land Use and Building type: Each Lot shall only be used for Single Family dwelling purposes. Each Villa Lot may be either a separate Building or one-half of a duplex dwelling. Any duplex shall be constructed on two Villa Lots, with one Single Family residential unit on each Villa Lot. Each residence shall have a private garage attached thereto. No Lot as platted shall be subdivided so as to permit the erection of more than one dwelling.
2. Garages. Garages shall contain no more than four parking spaces in width or no less than two parking spaces in width for the sole use of the Owners or occupants of the dwelling.
3. Building Height. No dwelling shall be erected, altered, or placed, which is more than two and one-half Stories or 25 feet in height, whichever is lesser, unless a greater height is approved by the City of LeClaire.
4. Dwelling Quality and Size. It is the intent of these covenants to assure that all dwellings shall be of a substantial quality design, workmanship, and materials. All dwellings shall be constructed in accordance with these covenants and the applicable municipal ordinances. The ground floor area of the dwelling exclusive of attached garages, open terraces, breezeways, and porches shall be:
 - A. For one Story dwelling: the ground floor area of the main Structure shall not be less than 1,600 square feet, and in the case of a Single Family dwelling unit of a Duplex not less than 1,400 square feet;
 - B. For one and one Half Story dwellings: there shall be no less than 2,000 square feet of total living area; and
 - C. For dwellings of more than one and one Half Stories: there shall be no less than 2,300 square feet of total living area.All square footage limitations mentioned herein shall not include any basement.
5. Building Committee
 - A. Composition The Building Committee shall be composed of three individuals appointed by the Developers. The initial members of the building committee shall be Brian J. Speer, Timothy M. Dolan, and Marjorie M. Dolan. The Building Committee by majority vote may designate a representative to act on its behalf and with its full authority. In the event of the death or resignation of any member of the Building Committee, the Developers shall designate a replacement member. Neither the members of the Building Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration.

- B. Approval Required. No Building or Structure shall be erected, placed or altered on any Lot until the building plans, specifications, and plot plan; showing all Buildings, patios, pools, fences, and all other Structures showing the location thereof; and side yard distances, rear yard distances, front yard distances, driveways, and walkways, type of construction and Building elevations have been approved in writing as to conformity and harmony of external design and quality workmanship and materials with existing Structures and with respect to topography and finished ground elevation by the Building Committee.
- C. Procedure. The required plans, specifications and plot plan shall be submitted in duplicate with one copy remaining with the Building Committee. If said Building Committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. If construction is not commenced within 6 months from the date of approval of any plans, the plans shall be resubmitted to the Building Committee before the commencement of construction.
- D. Cessation. The powers and duties of the Building Committee, and of its designated representative, shall cease upon completion of homes on all of the Lots in PEBBLE CREEK NORTH, unless thereafter the then owners of record of a majority of Lots appoint a Building Committee consisting of three individuals, who shall thereafter exercise the same powers previously exercised by said Building Committee.
6. Time of Completion. All construction must start within three (3) years of purchase of any Lot subject to this Declaration by an Owner. Upon commencement of construction of any dwelling on any Lot, said dwelling must be completed within 12 months of the commencement of construction, provided, however, that if construction is delayed by reason of strikes, acts of God, fire or other causes beyond the control of the Owner or builder of said dwelling, then the construction period shall be extended for such additional period of time that it was delayed by reason of such causes to complete the construction of said dwelling.
7. Yard Area and Landscaping. The yard of any completed dwelling must be seeded or sodded immediately upon the completion of construction and landscaping completed within 6 months of occupancy. All landscaping plans shall be first approved in writing by the Building Committee. Said Yard Area and Landscaping shall also comply with Section III.6-1 of the Zoning Ordinance of the City of LeClaire, as amended from time to time.
8. New Construction. Any dwelling constructed on any Lot shall be new construction.

9. Municipal Sidewalks. Sidewalks along any adjacent public right-of-way shall be installed by the Owner of each Lot at his, her, their, or its own cost and expense in conjunction with the construction of any dwelling. Sidewalks shall be constructed to City of LeClaire specifications and shall not be constructed with anything other than regular concrete, and exposed aggregate shall not be allowed.
10. Excess Excavation. Any excess dirt on any Lot resulting from excavation shall be subject to the direction and control of the Building Committee and shall be disposed of at Owner's expense as the Building Committee shall direct.
11. Tennis Courts and Pool. No swimming pool or tennis court shall be constructed unless first approved by the Building Committee. Any swimming pool must be constructed below the ground elevation. Tennis courts and swimming pools shall be screened from any street or adjoining Lot by an approved fence, evergreen hedge, or other visual barrier first approved in writing by the Building Committee and subject to the approval of the City of LeClaire.
12. Driveway. Access driveways for vehicular travel from the property line to the Building shall be constructed of portland cement concrete.
13. Preservation of Natural Habitat. All existing trees, bushes, and shrubs shall be protected and preserved in their native state as much as possible, except as the same may interfere with the dwelling area. Each Lot owner shall make every effort to preserve all ornamental shade trees.
14. Housekeeping. The Owner of a Lot shall require all contractors and subcontractors to keep and maintain the Lot in a clean and slightly condition during construction.
15. Compliance. All building restrictions shall comply with Section III.6-1 of the Zoning Ordinance of the City of LeClaire, as amended from time to time.

ARTICLE IV
GOLF COURSE LOTS

Reservation of Use. The Golf Course Lots are and shall be reserved for use as part of the Pebble Creek Golf Course.

ARTICLE V
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract Sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.
2. The Association shall have two classes of voting membership as follows:

CLASS A

Class A Members shall be all owners with the exception of the Declarants. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by this Article. When more than one person or entity holds such interest in any Lot, all such persons or entities 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 to be cast with respect to any Lot, and no fractional votes shall be cast with respect to any Lot.

CLASS B

The Class B Member shall be the Declarants. The Class B Member shall be entitled to 5 votes for each Lot in PEBBLE CREEK NORTH in which it holds the interest required for membership required by this Article, provided that the Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

3. In any event, and Section 1 and 2 notwithstanding, Declarants shall maintain control of the Association until 75% of Lots are sold. Voting by the Association shall start at the time 75% of the Lots are sold. Until 75% of the Lots are sold Declarants shall maintain all managing control of the Association with respect to all powers of the Association spelled out in this Declaration.

ARTICLE VI
PROPERTY RIGHTS

1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in the Common Facilities and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
 - A. The right of the Association to charge reasonable fees for the operation, insurance, maintenance, repair, and replacement of the Common Facilities;
 - B. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of repairing, replacing, improving, or enhancing the Common Facilities;
 - C. The right of the Association to suspend the voting rights of an Owner: for any period during which any assessment or installment thereof, against that Owner's Lot remains unpaid, and for a period not to exceed 60 days.
 - D. The right of the Association to adopt reasonable rules and regulations for the operation, insurance, use, maintenance, repair, and replacement of the Common Facilities.

2. Title to the Common Facilities. The Declarants hereby covenant for themselves, their successors and assigns, that they will transfer ownership and title to the Common Facilities (other than areas dedicated to the City of LeClaire for street purposes) to the Association at the time of the conveyance of the first Lot in PEBBLE CREEK NORTH.

ARTICLE VI
COVENANT FOR ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each improved Lot owned within PEBBLE CREEK NORTH hereby covenants, and each owner of any improved Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association Annual Assessments and Special Assessments, such assessments to be established and collected from time to time as hereinafter provided. The Annual Assessments are to be the source of funds for operation, insurance, maintenance, and repair of the Common Facilities, while the Special Assessments are to be the source of funds for replacement or enhancement of the Common Facilities. The term "improved Lot" shall mean any Lot having a building erected thereon and ready for occupancy as shown solely by the issuance of an occupancy permit for such building by the City of LeClaire, Iowa. The Annual and Special Assessments, together with interest, costs and reasonable attorney's fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment together with interest, costs and reasonable attorney's fees for collection, shall

also be the personal obligation of the person or entity who was Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to the person's or entity's successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in PEBBLE CREEK NORTH and in particular for the operation, insurance, maintenance, repair, and replacement of the Common Facilities and to achieve other social and community purposes, and for services and facilities related to these purposes and related to the use and enjoyment of the Common Facilities
3. Imposition of Assessments. The Board of Directors of the Association shall, by majority vote, fix the amount and payment terms of and levy the Annual Assessments and any Special Assessments.
4. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all improved Lots.
5. Date of Commencement of Annual Assessments. The Annual Assessments provided for herein shall commence as to all improved Lots on the first day of the month following the initial conveyance of any such improved Lot. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Lot at least 30 days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due date and delinquency date shall be uniformly established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a particular Lot are current or delinquent. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
6. Effect of Non-Payment of Assessments and Remedies of the Association. Any payment not paid within 30 days after the due date shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. Such a delinquency of any payment shall give the Association the right to declare the remainder of the entire Annual Assessment for that year immediately due and payable. The Association may bring any action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot by an action in equity. In any such action, interest, costs and reasonable attorney's fee shall be added to the amount of the delinquent assessment and collected as part of said judgment. In the event of such foreclosure, if the Association waives any and all rights to a deficiency judgment against the Owner, the period for redemption as provided by the statutes of the State of Iowa shall be reduced to six months from the date of foreclosure sale. Any lot ultimately acquired by the Association through Sheriff's Deed after such a foreclosure shall be sold by the Association within a reasonable time either at public or private sale, and any surplus

remaining after the payment of all assessments, interest costs and attorney's fees shall be paid over to the former Owner of said Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his, her, their, or its Lot.

7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed upon any Lot. 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 lieu thereof, shall extinguish the lien only of such assessments as to payments which become due prior to such sale, or transfer, provided that such sale or transfer shall not extinguish the personal obligation of the prior Owner or his, her, their, or its heirs, successors or assigns, for payment of such assessment. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:
 - A. All properties dedicated to and accepted by a local public authority; and
 - B. The Golf Course Lots.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

9. Alternative Payment of Annual Assessments. Any Owner may elect, in lieu of equal monthly payments, to pay the entire Annual Assessment in one lump sum, on or before February 1 of any calendar year. The exercise of this right to make a single annual payment of the annual assessment shall not require said Owner to make payment of subsequent Annual Assessments in one lump sum.

**ARTICLE VII
VILLAS ASSOCIATION:
MEMBERSHIP, VOTING RIGHTS, AND INITIAL PRIMARY PURPOSES**

1. Every person or entity who is a record owner of a fee or undivided fee interest in any Villa Lot which is subject by covenants of record to assessment by the Villas Association, including contract Sellers, shall be a member of the Villas Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Villa Lot which is subject to assessment by the Villas Association. Ownership of such Villas Lot shall be the sole qualification for membership.
2. The Villas Association shall have two classes of voting membership as follows:

CLASS A

Class A Members shall be all Villa Lot Owners with the exception of the Declarants. Class A Members shall be entitled to one vote for each Villa Lot in which they hold the interest required for membership by this Article. When more than one person or entity holds such interest in any Villa Lot, all such persons or entities shall be Members. The vote for such Villa Lot shall be exercised as they among themselves determine, but in no event shall more than one vote to be cast with respect to any Villa Lot, and no fractional votes shall be cast with respect to any Villa Lot.

CLASS B

The Class B Member shall be the Declarants. The Class B Member shall be entitled to 5 votes for each Villa Lot in PEBBLE CREEK NORTH in which it holds the interest required for membership required by this Article, provided that the Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

3. In any event, and Section 1 and 2 notwithstanding, Declarants shall maintain control of the Villas Association until 75% of Villa Lots are sold. Voting by the Villas Association shall start at the time 75% of the Villa Lots are sold. Until 75% of the Villa Lots are sold Declarants shall maintain all managing control of the Villas Association with respect to all powers of the Villas Association spelled out in this Declaration.
4. The initial primary purposes of the Villas Association shall be:
 - A. To provide for the lawn care and snow removal on the driveways and sidewalks of the improved Villa Lots;
 - B. To levy and collect the Annual and Special Assessments described hereafter;
 - C. To purchase and be the co-insured party on insurance policies as set forth hereafter;
 - D. To fulfill its obligations for the repair and restoration of damaged or destroyed Villas hereunder; and
 - E. To provide through its Architectural Control Committee the approval and supervision of all work undertaken on improved Villa Lots.
5. The Villas Association shall act through its Board of Directors, officers, and designated representative pursuant to its articles of incorporation and bylaws, as filed, adopted, and amended hereafter.

ARTICLE VIII
PROPERTY RIGHTS RELATING TO THE VILLA LOTS

1. Owners' Easements of Enjoyment. Every Villa Lot Owner shall have a right and enjoyment of his, her, their, or its Villa Lot subject to the following provisions:
 - A. The right of the Villas Association to suspend the voting rights of a Villa Lot Owner: for any period during which any assessment or installment thereof, against that Owner's Villa Lot remains unpaid, and for a period not to exceed 60 days.
 - B. The right of the Villas Association to adopt reasonable rules and regulations for the mutual benefit and enjoyment of the Villa Lots and their Owners.
2. Sanitary Sewer Easement and Maintenance. Subject to the Villas Association's easement rights and duties as hereinafter defined, each Owner shall have the right to use the common sewer laterals, if any, located below the basement floor grade under each of the Villa Lots located in the same building cluster composed of contiguous Villa Lots, for sewage and waste water disposal purposes only. Each Owner shall have the exclusive right and duty to maintain, repair, replace or remove that Owner's sewer lateral. Each Owner's sewer pipes and lines on that Owner's Villa Lot shall be maintained, repaired and replaced by the Owner of said Villa Lot.
2. Easement of Access for Maintenance. The Villas Association and such persons as may be engaged by the Villas Association for maintenance purposes, shall have the right to enter upon the exteriors of any residence site for the performance of maintenance at any reasonable time. The Villas Association and such persons as may be engaged by the Villas Association for maintenance or repair purposes, including the respective utility companies servicing the properties, shall have the right to enter a residence unit only upon reasonable notice under the circumstances in order to repair, replace or maintain the electrical, telephonic, television, or other communication services facilities serving adjacent residence units.
3. Reservation of Right. The Villas Association reserves the right to install separate exterior water faucets and corresponding water meters in the residential properties constructed on the Villa Lots for the purpose of watering and other landscaping related uses. The cost associated with the installation of such faucets and water meters shall be paid by the Villas Association. In addition, the Villas Association will pay the water bills associated with water faucets and such billing will be directly to the Villas Association. The use of said faucets shall be restricted by a lock with a key accessible only to the Villas Association and its agents. In the event that the faucet or pipes associated therewith burst or otherwise damage the property on a Villa Lot where the faucet is located, the Villas Association agrees to indemnify the Owner of said Villa Lot for damages sustained as a result.

ARTICLE IX
VILLAS ASSOCIATION: COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each improved Villa Lot owned within PEBBLE CREEK NORTH, hereby covenants, and each Owner of any improved Villa Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Villas Association:
 - A. Annual Assessments or charges payable to the several funds administered by the Villas Association, and
 - B. Special Assessments for capital improvements, such assessments to be established and collected from time to time as hereinafter provided.

The term "improved Villa Lot" shall mean any Villa Lot having a building erected thereon and ready for occupancy. The Annual and Special Assessments, together with interest, costs, and reasonable attorney's fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with interest, costs, and reasonable attorney's fees for collection, shall also be the personal obligation of the person or entity who was the Owner of such property at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The Declarants shall maintain all unimproved Villa Lots at their sole cost and expense.

2. Assessment Funds. The assessments levied by the Villas Association shall be allocated to separate funds, including but not limited to the following:
 - A. Lawn and Snow Fund. The Owners of each improved Villa Lot shall be assessed in an amount necessary for the maintenance, mowing, and general care of the lawns and the removal of snow from driveways and sidewalks.
 - B. Capital Fund. The Owners of each improved Villa Lot shall be assessed in an amount necessary for any capital expenditure made by the Villas Association. For purposes of assessments for this fund each Duplex or Building on a Villa Lot shall be assessed based upon its size and construction.
3. Rate and Assessments. Annual Assessments shall be equal and uniform for all improved Villa Lots and shall be collected on a monthly installment basis, except as hereinafter provided. Special Assessments upon improved Villa Lots may be unequal and apportioned according to size and construction of each Building on the Villa Lots, the use for which the amounts are being assessed, and the anticipated benefit among the Villa Lots. The Board of Directors of the Villas Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto.

4. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence as to all improved Villa Lots on the first day of the month following the initial conveyance of the improved Villa Lot. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Annual Assessment shall be paid in equal monthly installments, and the due dates and delinquency dates shall be uniformly established by the Board of Directors of the Villas Association. The Villas Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Villas Association setting forth whether the assessments on a specified Villa Lot are current or delinquent. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
5. Effect of Non-payment of Assessments: Remedies of the Villas Association. Any monthly payment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. Such a delinquency of any monthly payment shall give the Villas Association the right to declare the remainder of the entire annual assessment for that year immediately due and payable. The Villas Association may bring any action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property by an action in equity. In any such action, interest, costs and reasonable attorney's fees shall be added to the amount of the delinquent assessment and collected as part of said judgment. In the event of such a foreclosure, if the Villas Association waives any and all rights to a deficiency judgment against the Owner, the period for redemption as provided by the statutes of the State of Iowa shall be reduced to six months from the date of foreclosure sale. Any Villa Lot ultimately acquired by the Villas Association through Sheriff's Deed after such a foreclosure shall be sold by the Villas Association within a reasonable time either at public or private sale, and any surplus remaining after the payment of all assessments, interest, costs, and attorney's fees shall be paid over to the former Owner of said Villa Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his, her, their, or its Villa Lot.
6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed upon any Villa Lot. Sale or transfer of any Villa Lot shall not affect the assessment lien. However, the sale or transfer of any Villa Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien only of such assessments as to payments which became due prior to such sale or transfer, provided that such sale or transfer shall not extinguish the personal obligation of the prior Owner or his, her, their, or its heirs, successors or assigns, for payment of such assessment. No sale or transfer shall relieve such Villa Lot from liability for any assessments thereafter becoming due or from the lien thereof.
7. Exemption from Assessments. All property conveyed to and accepted by a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

8. Alternative Payment of Annual Assessments. Any Owner may elect, in lieu of equal monthly payments, to pay the entire Annual Assessment in one lump sum, on or before February 1 of any calendar year. The exercise of this right to make a single annual payment of the annual assessment shall not require said Owner to make payment of subsequent Annual Assessments in one lump sum.

ARTICLE X
PARTY WALLS

1. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the wall in proportion to such use. In the event that the need for maintenance is caused through the willful or negligent act of one of the Owners, his family, guests, tenants or invitees, the cost of such maintenance shall be paid by that Owner. In the event that the Owner does not pay the cost of such maintenance, the Villas Association may do so, and such costs shall become a Special Assessment for the Villas Lot owned by said Owner.
3. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, the Owners who make use of the wall shall restore it, subject to the provisions of Articles XI and XII hereunder, and the Owner or Owners who make use of the wall shall contribute to the cost of restoration thereof in proportion to such use, as provided in Articles XI and XII of this Declaration, without prejudice, however, to the right of any of such Owners to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.
4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners' successors in title.
6. Arbitration. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision regarding such dispute shall be by a majority of all the arbitrators. The arbitration shall be carried out under the rules of the American Arbitration Association, and pursuant to applicable sections of the Code of Iowa. The decision of the arbitrators shall be binding upon the parties.

ARTICLE XI
VILLAS ASSOCIATION: INSURANCE

1. **Duties of Villas Association.** The Villas Association shall have the duty to purchase, carry and at all times to maintain in force insurance for the interest of the Villas Association, in such amounts and with such endorsements and coverage as shall be hereinafter specified. Such insurance shall include, but need not be limited to:
 - A. A policy or policies insuring the Villas Association, its officers and Board of Directors and employees against any liability to the public, the Owners, contract purchaser in possession, their invitees or tenants, incident to Villas Association activities. Limits of liability under such policy shall be not less than \$100,000/\$300,000 for personal injury and \$100,000 for property damage in each occurrence. Such policy or policies shall be issued on a comprehensive liability basis to provide cross-liability endorsements wherein the rights of the named insured under the policy shall not be prejudiced as respects the right of action of any such insured against any other named insured.
 - B. Fidelity bond for all officers and employees of the Villas Association having control over the receipt or disbursement of funds in such penal sums as shall be determined by the Villas Association in accordance with its bylaws.
2. **Duties of Owners.** Each Owner shall have the duty to purchase, carry and at all times maintain in force insurance covering the Villa Lot and dwelling unit owned by the Owner, the improvements thereon appurtenant thereto against loss or damage by fire and hazards covered by a standard homeowners extended coverage policy in an amount which shall be equal to the maximum insurable replacement value, as determined annually by the insurance carrier. The Villas Association shall be named a co-insured on all such policies in order to enforce the replacement and reconstruction of any such insured dwelling pursuant to the provisions of Article X of this Declaration. Each Owner shall replace his dwelling upon damage or destruction by fire or other casualty, and if he does not commence replacement or reconstruction within sixty (60) days of said destruction or damage, the Villas Association shall use the insurance proceeds to replace and repair said damage, and the Owner shall pay any excess costs of repair or replacement as herein specified.
3. **Quality of Insurance Policies.** All insurance policies required under this Article shall be written by a company approved by the Villas Association and which is licensed to do business in Iowa and holding an A+/AAA or better, by Best's Insurance Reports.

The Villas Association shall limit its approval to one insurance company for the purchase of coverage required under this paragraph unless circumstances arise where one insurance company is unable to write insurance coverage for all Villa Lots on an economically reasonable basis.

4. Authority to Adjust Losses. Exclusive authority to adjust losses under policies obtained by the Villas Association and Owners pursuant to this Article shall be vested in the Villas Association or its authorized representative.
5. Provisions of Insurance Policies. The Villas Association and Owner shall make every effort to obtain insurance policies that will provide:
 - A. A Waiver of Subrogation by the insurer as to any claims against the Villas Association, its officers, board of directors and manager, the Owners and their respective servants, agents and guests.
 - B. The policy with respect to the properties cannot be canceled, invalidated, or suspended on account of the conduct of any one or more Owners, on account of the conduct of any officer or employee of the Villas Association, or the manager, without prior demand in writing that the Villas Association cure the defect.
 - C. Owner's policies shall require thirty (30) days notification to Villas Association before cancellation by insurance company.
6. Annual Review of Insurance. At least annually the Villas Association and Owners shall review all insurance and such review shall include appraisal of all structures and other improvements located on the Properties by a representative of the insurance carrier.
7. Failure of Owners to Buy Insurance. Should any Owner fail to pay the premiums for the insurance required under the Article, the Villas Association, at its option, may pay such charges and make a special assessment against the nonpaying Owner for any sums so expended. Such Special Assessment may be collected from the Owner in the same manner as provided in Article IX for the collection of other assessments.

ARTICLE XII
VILLAS ASSOCIATION: REPAIR AND RESTORATION OF VILLAS

1. General. Notwithstanding that the placing, carrying and maintaining in force of insurance against all loss, damage and destruction is provided for in this Declaration, the Villas Association and the Owners shall have the affirmative obligation for repair and restoration as set forth in this Article.
2. Residence Units. Should any Duplex unit, any part of any Duplex unit or any other Building on a Villa Lot, including windows, be damaged or destroyed by fire or other casualty or by intentional mischief, the Owner of the Villa Lot upon which the same is situated shall, at his own cost and expense repair and restore the same or cause the same to be repaired and restored substantially in accordance with the original plans. All such repair and restoration work and the plans and specifications therefor shall be approved, done and performed in

accordance with all applicable laws, ordinances, regulations and building codes of the City of LeClaire, Scott County, Iowa, subject to the approval by the Villas Association.

3. More than One Residential Unit. Should more than one Duplex unit or any parts thereof, including windows, be damaged or destroyed by fire or other casualty or by intentional mischief, the owners of each of the Villa Lots upon which such damage or destruction has occurred shall bear the cost of the same proportionately based upon the nature and extent of such damage as it affects the individual residence of each such Owner. In the event of a dispute between the responsible parties as to the apportionment of such costs, the Villas Association shall fix and apportion them to and between the responsible parties and the determination of the Villas Association shall be conclusive and binding.
4. Timing and Completion. The repair and restoration work referred to in this Article shall be commenced within ninety (90) days after the happening of the destruction or damage, time being of the essence, and once commenced the same shall be pursued diligently to completion. If such repair and restoration work is not timely commenced, the Villas Association may, by notice to the responsible party, elect to repair or restore the same or cause the same to be repaired or restored on behalf of and at the cost and expense of the responsible party or parties and in that event all insurance proceeds collected and any additional amount of costs and expenses in excess thereof shall be forthwith paid over to the Villas Association to be used by or to reimburse it for such repair or restoration.
5. Approval of Plans. No work on any improved Villa Lot, provided for in this Article or otherwise, shall be commenced and no Structure shall be constructed, installed, painted or repainted on the exterior thereof or constructed, altered or repaired until complete plans and specifications for the work, including color schemes, shall have been submitted to and approved by the Villas Association or its Architectural Control Committee and by any governmental body having jurisdiction of such work.

ARTICLE XIII GENERAL PROVISIONS

1. Enforcement. Any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, or reservations now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Severability. Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.
3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 21 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years each.

4. Amendment by Declarants. The Declarants reserve the right to revise and amend the Articles of this Declaration until more than half of the Lots in PEBBLE CREEK NORTH have been sold, including the right to add articles concerning additional but separate villas developments and the replatting of one or more Lots or Golf Course Lots, provided, however, that no such amendment or revision shall be valid or effective until it has been approved by resolution adopted by the City Council of the City of LeClaire, Iowa, and certified copy of the amendment adopted by the Lot Owners, having both been recorded in the office of the Recorder of Scott County, Iowa.
5. Amendment by Owners. The Articles of this Declaration, other than Articles VII through XII may be amended during the first 21 year period by an instrument signed by not less than Owners of 90% of the Lots and thereafter by an instrument signed by not less than Owners of 75% of the Lots; while Articles VII through XII may be amended during the first 21 year period by an instrument signed by not less than Owners of 90% of the Villa Lots and thereafter by an instrument signed by not less than Owners of 75% of the Villa Lots; provided, however, that in either case no such amendment shall be valid or effective until it has been approved by resolution adopted by the City Council of the City of LeClaire, Iowa, and certified copy of the amendment adopted by the Lot Owners, having both been recorded in the office of the Recorder of Scott County, Iowa.

ARTICLE XIV
PERMANENT PEDESTRIAN ACCESS-WAY AND DRAINAGE EASEMENT

It is hereby recognized and acknowledged by the Developers, for themselves and their successors and/or assigns, that the City of LeClaire has granted a permanent, pedestrian access-way and drainage easement as shown on the Final Plat of PEBBLE CREEK NORTH for the use and benefit of the Developers, their successors and/or assigns, and the Owner of the Golf Course Lots. This easement is intended for the Developers' construction, operation, maintenance, and repair of an emergency overflow storm water drainage-way and golf course and pedestrian access way Structure. The final location, construction and performance details of said Structure were approved by the City of LeClaire prior to the start of construction on said Structure. As long as the Structure remains in existence and is owned and under control of the Developers, their successors and/or assigns, specifically including the Owner of the Golf Course Lots, Developers, their successor and/or assigns, shall be solely responsible for the operation, maintenance, and/or repair of said Structure or Structures and they shall protect, defend, indemnify, and hold-harmless the City of LeClaire for any damages arising from the use of said Structure or Structures pursuant to those same terms and conditions as specified in the City's standard "Hold-Harmless and Waiver of Liability Agreement", which agreement has been filed, recorded, and made a part of the PEBBLE CREEK NORTH platting process.

IN WITNESS WHEREOF, the undersigned has executed this instrument as its free and voluntary act.

PEBBLE CREEK INVESTMENTS, INC.L.L.C.
An Iowa limited liability company

By *Timothy M. Dolan*, *pres*
Timothy M. Dolan, President

STATE OF IOWA, COUNTY OF SCOTT, SS:

On this 11th day of April 2005, before me the undersigned, a Notary Public in and for said State, personally appeared Timothy M. Dolan to me personally known, who being by me duly sworn, did say that he is President of Pebble Creek Investments, Inc.L.L.C., an Iowa limited liability company; that said instrument was signed on behalf of said company by authority of its members; and that the said Timothy M. Dolan, as President acknowledges the execution of said instrument to be the voluntary act and deed of said company by him voluntarily executed.



Janet L. Girot
Notary Public in and for said County and State

Page 21 of 21

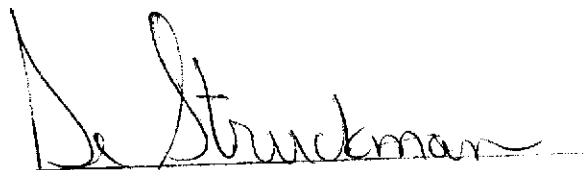
APPROVED
Date 4-28-05 Initials JL

CITY OF LECLAIRE, IOWA
TREASURER'S TAX CERTIFICATE

THE CERTIFICATE REFLECTING THE PAID TAXES ON THE SUBDIVIDED PROPERTY WILL BE IN THE FOLLOWING FORM:

Lots 1-28 of Pebble Creek North Fourth Addition, an Addition to the City of LeClaire, Scott County, Iowa, a/k/a see Exhibit A,

I, Bill Fennelly, Treasurer for the County of Scott, State of Iowa, hereby certify that I have examined the records of said County, and find that the following described real estate, to-wit: Pebble Creek North Fourth Addition, an Addition to the City of LeClaire, Scott County, Iowa a/k/a see Exhibit A, is free from all taxes as of this the 22nd day of February, 2005.



Bill Fennelly
Treasurer, Scott County, Iowa

APPROVED
Date 2-24 05 Initials BVC

EXHIBIT A

Specific Lots and Parts of Lots
Conveyed by COUNTRY CLUB EAST, L.L.C.
to PEBBLE CREEK INVESTMENTS, INC.

Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59
in PEBBLE CREEK NORTH,
an Addition to the City of LeClaire, Iowa.
and

That PART of Lot 3 of PEBBLE CREEK NORTH, an Addition to the City of LeClaire,
Iowa, described as follows

Beginning at the Northeast corner of said Lot 3;
Thence South 00 degrees 46 minutes 08 seconds East on the East
line of said Lot; a distance of 73.22 feet;
Thence South 89 degrees 46 minutes 32 seconds West, a distance
of 140.01 feet to a point on the West line of said Lot;
Thence North 00 degrees 46 minutes 08 seconds West on the
West line of said Lot, a distance of 71.89 feet to the Northwest
corner of said Lot;
Thence North 89 degrees 13 minutes 52 seconds East on the North
line of said Lot, a distance of 140.00 feet to the Point of Beginning,
containing 10,158.36 square feet, more or less;
and being part of the Southeast Quarter of Section 5, Township 78 North,
Range 5 East of the 5th Principal Meridian, and situated in the City of
LeClaire, County of Scott, and State of Iowa,

and

That PART of Lot 60 of PEBBLE CREEK NORTH, an Addition to the City of LeClaire,
Iowa, described as follows

Beginning at the Northeast corner of said Lot 60;
Thence South 00 degrees 46 minutes 08 seconds East on the East
line of said Lot; a distance of 71.32 feet;
Thence South 89 degrees 46 minutes 32 seconds West, a distance
of 140.01 feet to a point on the West line of said Lot;
Thence North 00 degrees 46 minutes 08 seconds West on the
West line of said Lot, a distance of 69.99 feet to the Northwest
corner of said Lot;
Thence North 89 degrees 13 minutes 52 seconds East on the North
line of said Lot, a distance of 140.00 feet to the Point of Beginning,
containing 9,892.30 square feet, more or less;

and being part of the Southeast Quarter of Section 5, Township 78 North,
Range 5 East of the 5th Principal Meridian, and situated in the City of
LeClaire, County of Scott, and State of Iowa.

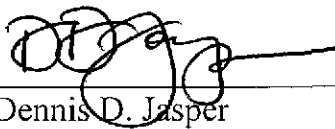
CITY OF LECLAIRE, IOWA

ATTORNEY'S TITLE OPINION

THE ATTORNEY'S TITLE OPINION CERTIFICATION WILL BE IN THE FOLLOWING FORM:

I, Dennis D. Jasper, certify that I have examined the records of Scott County, and the records of the United States District Court for the Southern District Court of Iowa, Davenport Division, and from such examination find title in fee simple to the real estate identified as, Lots 1-28 of Pebble Creek North Fourth Addition, an Addition to the City of LeClaire, Scott County, Iowa, a/k/a see Exhibit A, free and clear of all liens, except the mortgage to Valley Bank, unbonded encumbrances of this date to be vested in Pebble Creek Investments, Inc.

Dated this 22nd day of February, 2005.

BY: 
Dennis D. Jasper
Attorney at Law

APPROVED
Date 2-24-05 Initials DNC

EXHIBIT A

**Specific Lots and Parts of Lots
Conveyed by COUNTRY CLUB EAST, L.L.C.
to PEBBLE CREEK INVESTMENTS, INC.**

**Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59
in PEBBLE CREEK NORTH,
an Addition to the City of LeClaire, Iowa.
and**

**That PART of Lot 3 of PEBBLE CREEK NORTH, an Addition to the City of LeClaire,
Iowa, described as follows**

**Beginning at the Northeast corner of said Lot 3;
Thence South 00 degrees 46 minutes 08 seconds East on the East
line of said Lot; a distance of 73.22 feet;
Thence South 89 degrees 46 minutes 32 seconds West, a distance
of 140.01 feet to a point on the West line of said Lot;
Thence North 00 degrees 46 minutes 08 seconds West on the
West line of said Lot, a distance of 71.89 feet to the Northwest
corner of said Lot;
Thence North 89 degrees 13 minutes 52 seconds East on the North
line of said Lot, a distance of 140.00 feet to the Point of Beginning,
containing 10,158.36 square feet, more or less;
and being part of the Southeast Quarter of Section 5, Township 78 North,
Range 5 East of the 5th Principal Meridian, and situated in the City of
LeClaire, County of Scott, and State of Iowa,**

and

**That PART of Lot 60 of PEBBLE CREEK NORTH, an Addition to the City of LeClaire,
Iowa, described as follows**

**Beginning at the Northeast corner of said Lot 60;
Thence South 00 degrees 46 minutes 08 seconds East on the East
line of said Lot; a distance of 71.32 feet;
Thence South 89 degrees 46 minutes 32 seconds West, a distance
of 140.01 feet to a point on the West line of said Lot;
Thence North 00 degrees 46 minutes 08 seconds West on the
West line of said Lot, a distance of 69.99 feet to the Northwest
corner of said Lot;
Thence North 89 degrees 13 minutes 52 seconds East on the North
line of said Lot, a distance of 140.00 feet to the Point of Beginning,
containing 9,892.30 square feet, more or less;**

**and being part of the Southeast Quarter of Section 5, Township 78 North,
Range 5 East of the 5th Principal Meridian, and situated in the City of
LeClaire, County of Scott, and State of Iowa.**

CITY OF LECLAIRE, IOWA

COUNCIL'S RESOLUTION OF ACTION ON FINAL PLAT OF

PEBBLE CREEK NORTH 4TH ADDITION

RESOLUTION # 05-42

WHEREAS, Pebble Creek Investments, Inc., c/o: Mr. Tim Dolan, President, of 2022 1st Ave, Rapids City, Illinois 61278, and Country Club East, c/o: Mr. Brian Speer, Managing Director of 109 Beacon Harbor Parkway, East Moline, Illinois 61244. have filed for approval of the **FINAL PLAT** of the **PEBBLE CREEK NORTH 4TH ADDITION SUBDIVISION**, a subdivision of real estate described as follows, to-wit:

LEGAL DESCRIPTION

(SEE ATTACHED DESCRIPTION)

WHEREAS, said plat is accompanied by certificates acknowledging that said subdivision is by and with the free consent of the proprietors, and,

WHEREAS, said plat and the attachments thereto have been examined by the **CITY COUNCIL OF THE CITY OF LECLAIRE, IOWA**, and have been found to be in substantial conformance with the **LECLAIRE SUBDIVISION DEVELOPMENT REGULATIONS** and the requirements of all other ordinances of the **CITY** and State Laws governing such plats;

NOW, THEREFORE BE IT RESOLVED, by the **CITY COUNCIL OF THE CITY OF LECLAIRE, IOWA**, that said plat is hereby approved and accepted subject to the completion of the following requirements:

1. The required accompanying subdivision documents shall be submitted to and approved by the City Administrator for filing and recording. These shall include the following:
 - a. Owner's Certificate (in final form)
 - b. Final, executed copy of the protective & restrictive covenants (in final form)
 - c. Subdivision "Hold-Harmless and Waiver of Liability" Form (in final form)
 - d. Developer's Performance Bond(s)
 - e. Developer's Maintenance Bond(s)
 - f. Subdivision Improvement Installation Agreement
 - g. Grading Plans, Construction Plans & Specs, Engineer's Estimate of Costs
 - h. Surveyor's Certificate
2. Any technical plat drawing irregularities as defined on the plat submittal check-list shall be corrected by the developer and approved by the City Administrator.

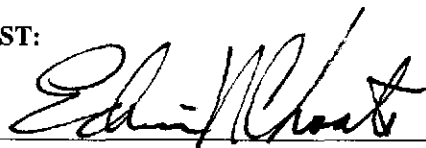
BE IT FURTHER RESOLVED by the **CITY COUNCIL** that the **MAYOR** and **CITY CLERK**, be, and are, hereby authorized to enter such approval upon said plats.

PASSED, ADOPTED AND APPROVED this the 21st day of March, 2005.



Mayor

ATTEST:



City Clerk

(CITY SEAL)

CITY OF LECLAIRE, IOWA

CONSENT TO SUBDIVISION PROCEEDINGS

STATE OF IOWA, COUNTY OF SCOTT, ss:

We, the undersigned, being first duly sworn on oath, depose and state that we are the duly authorized agents of Valley Bank, an Illinois corporation, and do hereby acknowledge Valley Bank is the Mortgagee on certain Mortgage dated December 16, 2004 and filed December 28, 2004, as Document No. 2004-0004986 in the Scott County Recorder's Office for the following described real estate situated in Scott County, Iowa:

See Exhibit A

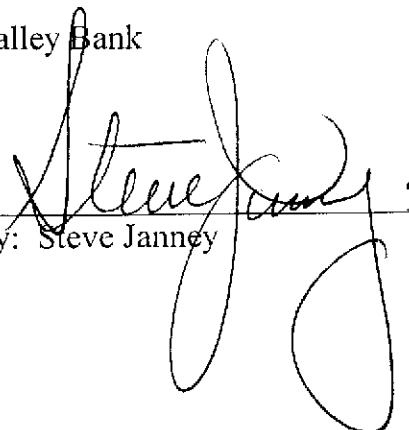
We have been duly informed and have all pertinent information pertaining to the proposed subdivision by Pebble Creek Investments, Inc. and do hereby fully consent to said subdivision proceedings and waive any objection to same.

We do hereby consent and waive forever the subdivision proceedings for the above-stated property, which will be known as Pebble Creek North Fourth Addition, an Addition to the City of LeClaire, Iowa.

Specifically, Valley Bank pursuant to Section 409.9 of the Code of Iowa, does hereby affirmatively state it releases from the Mortgage or encumbrance all streets, easements, and other areas to be conveyed or dedicated to the local government units and any other rights thereunder.

APPROVED
Date 2-24-05 Initials we
APPROVED

Valley Bank


By: Steve Janney SRUP

STATE OF IOWA, COUNTY OF SCOTT, ss:

On this 23rd day of February, 2005, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Steve Janny, to me duly sworn, did say that he is the Senior Vice President of said corporation executing the within and foregoing instrument, that the seal affixed hereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Steve Janney as such officer acknowledges the execution of said instrument to be the voluntary act and deed of said corporation; by it and by them voluntary executed



Richard C. Mineck 2-23-05

Notary Public in and for the
State of Iowa

APPROVED
Date 2-24-05 Initials ENC

EXHIBIT A

Specific Lots and Parts of Lots
Conveyed by COUNTRY CLUB EAST, L.L.C.
to PEBBLE CREEK INVESTMENTS, INC.

Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59
in **PEBBLE CREEK NORTH**,
an Addition to the City of LeClaire, Iowa.
and

That PART of Lot 3 of PEBBLE CREEK NORTH, an Addition to the City of LeClaire, Iowa, described as follows

Beginning at the Northeast corner of said Lot 3;
Thence South 00 degrees 46 minutes 08 seconds East on the East line of said Lot; a distance of 73.22 feet;
Thence South 89 degrees 46 minutes 32 seconds West, a distance of 140.01 feet to a point on the West line of said Lot;
Thence North 00 degrees 46 minutes 08 seconds West on the West line of said Lot, a distance of 71.89 feet to the Northwest corner of said Lot;
Thence North 89 degrees 13 minutes 52 seconds East on the North line of said Lot, a distance of 140.00 feet to the Point of Beginning, containing 10,158.36 square feet, more or less;
and being part of the Southeast Quarter of Section 5, Township 78 North, Range 5 East of the 5th Principal Meridian, and situated in the City of LeClaire, County of Scott, and State of Iowa,

and

That PART of Lot 60 of PEBBLE CREEK NORTH, an Addition to the City of LeClaire, Iowa, described as follows

Beginning at the Northeast corner of said Lot 60;
Thence South 00 degrees 46 minutes 08 seconds East on the East line of said Lot; a distance of 71.32 feet;
Thence South 89 degrees 46 minutes 32 seconds West, a distance of 140.01 feet to a point on the West line of said Lot;
Thence North 00 degrees 46 minutes 08 seconds West on the West line of said Lot, a distance of 69.99 feet to the Northwest corner of said Lot;
Thence North 89 degrees 13 minutes 52 seconds East on the North line of said Lot, a distance of 140.00 feet to the Point of Beginning, containing 9,892.30 square feet, more or less;

and being part of the Southeast Quarter of Section 5, Township 78 North, Range 5 East of the 5th Principal Meridian, and situated in the City of LeClaire, County of Scott, and State of Iowa.

CITY OF LECLAIRE, IOWA

SUBDIVISION DEVELOPMENT HOLD HARMLESS AND
WAIVER OF LIABILITY AGREEMENT

The undersigned Timothy M. Dolan, President of Pebble Creek Investments, Inc. or any person(s) claiming through or under the undersigned and any respective sureties, covenant and agree to protect, indemnify, and hold harmless the CITY OF LECLAIRE, Iowa, its agents, employees, and assigns from any and all actions, claims, demands for damages, expenses, (including attorney's fees), or liability of any kind or nature whatsoever, which may be occasioned by or arising out of any accident or other occurrence causing or inflicting injury and/or damage to any person(s) or injury and/or damage to property, in, upon or about the following described property:

Lots 1-28 of Pebble Creek North Fourth Addition, an Addition to the City of LeClaire, Scott County, Iowa, a/k/a see Exhibit A

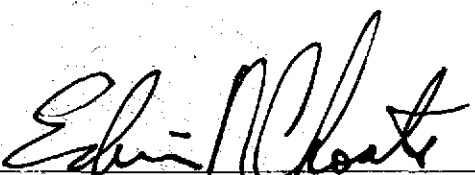
which may in any way be caused by the accidental, intentional or negligent action of the undersigned or any person(s) claiming through or under the undersigned, or which may result there from as a result of the authorize use, occupancy or tenancy of the above-described property for the following listed actions or events:

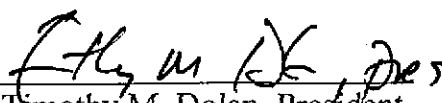
THE DEVELOPMENT AND CONSTRUCTION OF THE INFRASTRUCTURE IMPROVEMENTS AND ANY RELATED ACTIVITIES WITHIN THE Pebble Creek North 4th ADDITION AND/OR ADJOINING _____ RIGHT-OF-WAY(S)

The undersigned further covenants and agrees that they have or will, at their own expense, procure and maintain for the duration of the above-described activity, no less than \$500,000 in casualty and liability insurance in a responsible company or companies authorized to do business in the State of Iowa, as approved by the City.

Dated this 22nd day of February, 2005.

Pebble Creek Investments, Inc.


Approved and Acceptance by the
City of LeClaire


by: Timothy M. Dolan, President

APPROVED
Date 4-2-05 Initials EIC

EXHIBIT A

**Specific Lots and Parts of Lots
Conveyed by COUNTRY CLUB EAST, L.L.C.
to PEBBLE CREEK INVESTMENTS, INC.**

**Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59
in PEBBLE CREEK NORTH,
an Addition to the City of LeClaire, Iowa,
and**

**That PART of Lot 3 of PEBBLE CREEK NORTH, an Addition to the City of LeClaire,
Iowa, described as follows**

**Beginning at the Northeast corner of said Lot 3;
Thence South 00 degrees 46 minutes 08 seconds East on the East
line of said Lot; a distance of 73.22 feet;
Thence South 89 degrees 46 minutes 32 seconds West, a distance
of 140.01 feet to a point on the West line of said Lot;
Thence North 00 degrees 46 minutes 08 seconds West on the
West line of said Lot, a distance of 71.89 feet to the Northwest
corner of said Lot;
Thence North 89 degrees 13 minutes 52 seconds East on the North
line of said Lot, a distance of 140.00 feet to the Point of Beginning,
containing 10,158.36 square feet, more or less;
and being part of the Southeast Quarter of Section 5, Township 78 North,
Range 5 East of the 5th Principal Meridian, and situated in the City of
LeClaire, County of Scott, and State of Iowa,**

and

**That PART of Lot 60 of PEBBLE CREEK NORTH, an Addition to the City of LeClaire,
Iowa, described as follows**

**Beginning at the Northeast corner of said Lot 60;
Thence South 00 degrees 46 minutes 08 seconds East on the East
line of said Lot; a distance of 71.32 feet;
Thence South 89 degrees 46 minutes 32 seconds West, a distance
of 140.01 feet to a point on the West line of said Lot;
Thence North 00 degrees 46 minutes 08 seconds West on the
West line of said Lot, a distance of 69.99 feet to the Northwest
corner of said Lot;
Thence North 89 degrees 13 minutes 52 seconds East on the North
line of said Lot, a distance of 140.00 feet to the Point of Beginning,
containing 9,892.30 square feet, more or less;**

**and being part of the Southeast Quarter of Section 5, Township 78 North,
Range 5 East of the 5th Principal Meridian, and situated in the City of
LeClaire, County of Scott, and State of Iowa.**