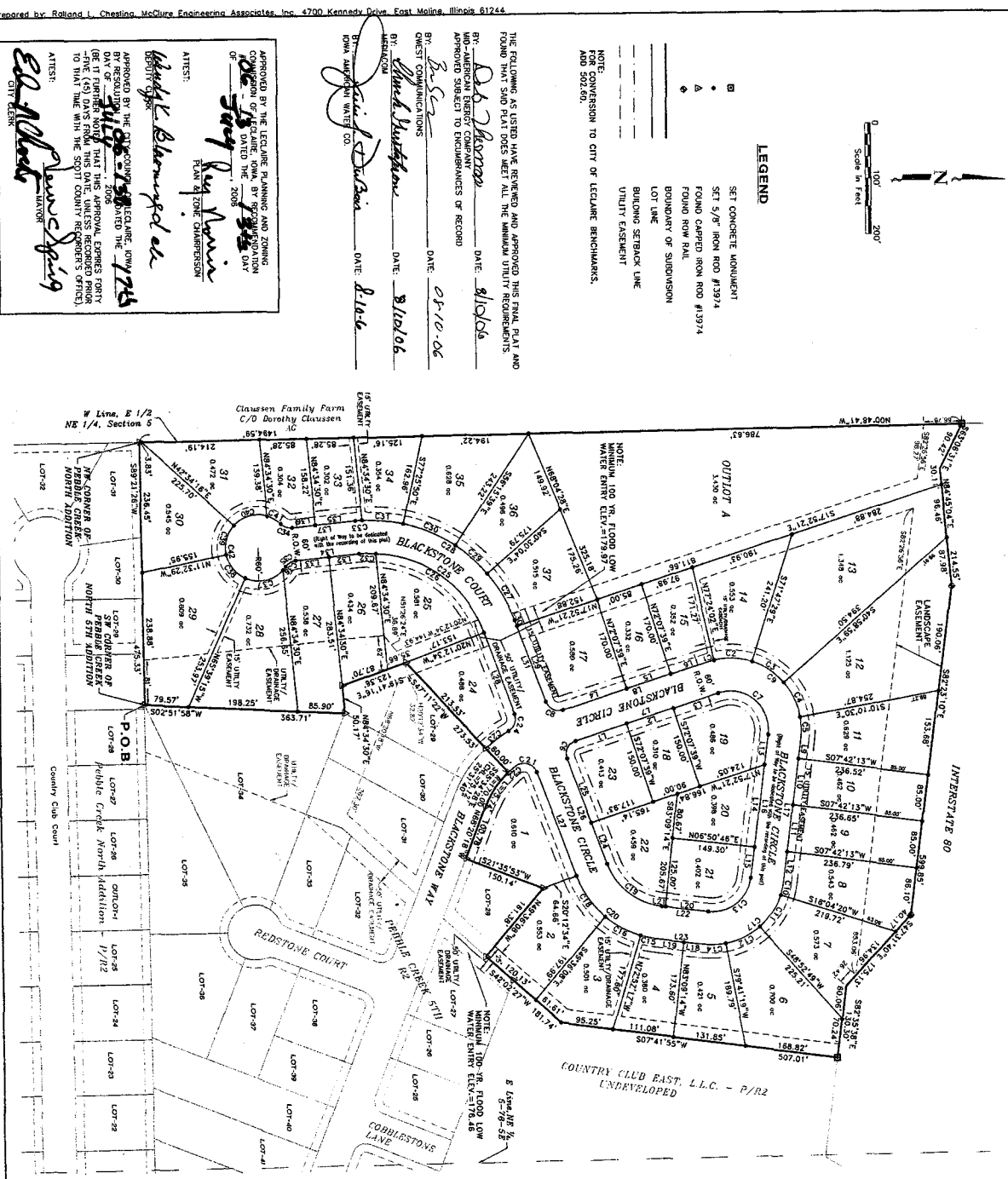


FINAL PLAT

Pebble Creek North Eighth Addition  
A part of the Northwest Quarter of the East Half of the Northeast Quarter of Section 5, Township 78 North, Range 5 East of the 5th Principal Meridian, City of LeClaire, County of Scott, State of Iowa.



LOT	ADDRESS TABLE
1	BLACKSTONE COURT
2	BLACKSTONE COURT
3	BLACKSTONE COURT
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28	BLACKSTONE COURT
29	BLACKSTONE COURT
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33	BLACKSTONE COURT
34	BLACKSTONE COURT
35	BLACKSTONE COURT
36	BLACKSTONE COURT
37	BLACKSTONE COURT

LINE	LENGTH	BEARING
1	80.00	N 17° 52' 21\"
2	80.00	N 17° 52' 21\"
3	80.00	N 17° 52' 21\"
4	80.00	N 17° 52' 21\"
5	80.00	N 17° 52' 21\"
6	80.00	N 17° 52' 21\"
7	80.00	N 17° 52' 21\"
8	80.00	N 17° 52' 21\"
9	80.00	N 17° 52' 21\"
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27	80.00	N 17° 52' 21\"
28	80.00	N 17° 52' 21\"
29	80.00	N 17° 52' 21\"
30	80.00	N 17° 52' 21\"
31	80.00	N 17° 52' 21\"
32	80.00	N 17° 52' 21\"
33	80.00	N 17° 52' 21\"
34	80.00	N 17° 52' 21\"
35	80.00	N 17° 52' 21\"
36	80.00	N 17° 52' 21\"
37	80.00	N 17° 52' 21\"

NUMBER	DELTA	BEARING	RADIUS	ARC	CHORD
1	516.23	S 15° 10' 17\"	130.00	11.86	11.86
2	304.88	S 69° 47' 17\"	130.00	69.80	69.80
3	304.88	S 69° 47' 17\"	130.00	69.80	69.80
4	304.88	S 69° 47' 17\"	130.00	69.80	69.80
5	304.88	S 69° 47' 17\"	130.00	69.80	69.80
6	304.88	S 69° 47' 17\"	130.00	69.80	69.80
7	304.88	S 69° 47' 17\"	130.00	69.80	69.80
8	304.88	S 69° 47' 17\"	130.00	69.80	69.80
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10	304.88	S 69° 47' 17\"	130.00	69.80	69.80
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12	304.88	S 69° 47' 17\"	130.00	69.80	69.80
13	304.88	S 69° 47' 17\"	130.00	69.80	69.80
14	304.88	S 69° 47' 17\"	130.00	69.80	69.80
15	304.88	S 69° 47' 17\"	130.00	69.80	69.80
16	304.88	S 69° 47' 17\"	130.00	69.80	69.80
17	304.88	S 69° 47' 17\"	130.00	69.80	69.80
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22	304.88	S 69° 47' 17\"	130.00	69.80	69.80
23	304.88	S 69° 47' 17\"	130.00	69.80	69.80
24	304.88	S 69° 47' 17\"	130.00	69.80	69.80
25	304.88	S 69° 47' 17\"	130.00	69.80	69.80
26	304.88	S 69° 47' 17\"	130.00	69.80	69.80
27	304.88	S 69° 47' 17\"	130.00	69.80	69.80
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30	304.88	S 69° 47' 17\"	130.00	69.80	69.80
31	304.88	S 69° 47' 17\"	130.00	69.80	69.80
32	304.88	S 69° 47' 17\"	130.00	69.80	69.80
33	304.88	S 69° 47' 17\"	130.00	69.80	69.80
34	304.88	S 69° 47' 17\"	130.00	69.80	69.80
35	304.88	S 69° 47' 17\"	130.00	69.80	69.80
36	304.88	S 69° 47' 17\"	130.00	69.80	69.80
37	304.88	S 69° 47' 17\"	130.00	69.80	69.80

1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.  
2. RESTRICTIVE AND PROTECTIVE COVENANTS OF PEBBLE CREEK NORTH EIGHTH ADDITION ARE HEREBY FILED AS A PART OF THIS PLAT, AND SHALL BE CONSIDERED A PART OF THE RECORD OF THIS PLAT.  
3. THE RESTRICTIVE AND PROTECTIVE COVENANTS OF PEBBLE CREEK NORTH EIGHTH ADDITION SHALL COVER ALL ALLOWABLE USES AND MAINTENANCE REQUIREMENTS FOR THE LANDSCAPE EASEMENT ALONG LOTS 6-13.  
4. ALL UTILITY AND DRAINAGE EASEMENTS SHALL BE 15' WIDE UNLESS OTHERWISE SHOWN.  
5. THERE SHALL BE NO ACCESS TO LOTS 7-13 AND OUTLOT A FROM INTERSTATE 80.  
6. ALL RIGHT OF WAY TO BE DEDICATED TO THE PUBLIC WITH THE RECORDING OF THIS PLAT.  
7. THIS SUBDIVISION IS ZONED P-R-2.  
8. SIGNATURES SHALL BE CONSTRUCTED IN CONJUNCTION WITH THE BUILDING OF EACH UNIT.  
9. TOTAL NUMBER OF LOTS IS 37 AND 1 OUTLOT. TOTAL AREA IS 26.460 ACRES, TOTAL ROAD AREA 3.030 ACRES.

**ZONING - P-R-2**  
FROM YARD SETBACK: 25 FEET  
SIDE YARD SETBACK: 5 FEET, WITH A SIDE YARD SETBACK OF 10 FEET FOR A LOT WITH AN ATTACHED GARAGE  
REAR YARD SETBACK: 10 FEET  
MINIMUM LOT WIDTH: 65 FEET

**OWNERS/DEVELOPERS**  
COUNTRY CLUB EAST, LLC  
BRUNN, STEER, HARRIS, PARKWAY  
EAST MOBILE, ALABAMA 36624

**ATTORNEY**  
KARL HARRISON  
1002 WEST AVENUE  
MOBILE, AL 36685  
(336) 797-3500

**McCLURE ENGINEERING, INC.**  
1000 UNIVERSITY AVENUE  
EAST MOBILE, ALABAMA 36624  
(336) 797-3500

**FINAL PLAT**  
PEBBLE CREEK NORTH EIGHTH ADDITION  
LECLAIRE, IOWA  
JOB NUMBER: 01-06-06-000

**SHEET NO.**  
1  
OF 01

**SURVEYOR'S CERTIFICATE**  
for  
**Pebble Creek North Eighth Addition**

I Ralland L. Chesling of McClure Engineering Associates, Inc. hereby state that I am a Licensed Land Surveyor in compliance with the laws of the State of Iowa, that this plat of Pebble Creek North Eighth Addition, an addition to the City of LeClaire, County of Scott and State of Iowa, correctly represents a survey completed by me in May 2006; that all of the pins and monuments 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 that the description of said addition is as follows:

Part of the East Half of the Northeast Quarter of Section 5, Township 78 North Range 5 East of the 5<sup>th</sup> Principal Meridian, described as follows:

Beginning at the southwest corner of Lot 34 and the southwest corner of Lot 35 in Pebble Creek North 5<sup>th</sup> Addition to the City of LeClaire, Iowa; thence South 89 degrees 21 minutes 26 seconds West, 475.33 feet on the north line of Pebble Creek North Addition to the west line of the East Half of the Northeast Quarter of Said Section 5; thence North 00 degrees 48 minutes 41 seconds West, 1494.59 feet on said line to the south right of way line of Interstate 80; thence South 63 degrees 06 minutes 31 seconds East, 90.42 feet on said south right of way line; thence North 84 degrees 45 minutes 04 seconds East, 214.55 feet on said south right of way line; thence South 82 degrees 23 minutes 10 seconds East, 599.85 feet on said south right of way line; thence South 47 degrees 31 minutes 40 seconds East, 175.13 feet on said south right of way line; thence South 82 degrees 35 minutes 38 seconds East, 130.30 feet on said south right of way line; thence South 07 degrees 41 minutes 55 seconds West, 507.01 feet to the northeasterly extension of the westerly line of Lot 27 in Pebble Creek 5<sup>th</sup> Addition to the City of LeClaire, Iowa; thence South 42 degrees 02 minutes 27 seconds West, 181.74 feet on said extension and on the westerly line of said Lot 27; thence following the boundary line of said Pebble Creek 5<sup>th</sup> Addition the following 8 courses; (1) thence North 49 degrees 36 minutes 08 seconds West, 161.38 feet; (2) thence South 21 degrees 35 minutes 53 seconds West,

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Date 9-18-06 Initials ENC

150.14 feet; (3) thence North 68 degrees 20 minutes 18 seconds West, 100.78 feet to the beginning of a curve, concave northeasterly, having a radius of 170.00 feet; (4) thence northwesterly, 75.74 feet; on the arc of said curve, through a central angle of 25 degrees 31 minutes 40 seconds, the chord bears North 55 degrees 34 minutes 28 seconds West, a chord distance of 75.12 feet; (5) thence South 47 degrees 11 minutes 22 seconds West, 273.53 feet; (6) thence South 19 degrees 41 minutes 16 seconds East, 123.36 feet; (7) thence North 84 degrees 34 minutes 30 seconds East, 50.17 feet; (8) thence South 02 degrees 51 minutes 58 seconds West, 363.71 feet to the point of beginning, containing 26.460 acres of land, more or less.

Ralland L. Chesling Date: 8-11-06

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

APPROVED  
Date 9-18-06 Initials ENC

CERTIFICATE OF OWNER  
PEBBLE CREEK NORTH EIGHTH ADDITION,  
An Addition to the City of LeClaire, Iowa

COUNTRY CLUB EAST, L.L.C., an Iowa limited liability company, certifies that it desires and freely consents to, approves, and ratifies the platting and subdividing of the real estate described in the Surveyor's Certificate of Ralland L. Chesling of McClure Engineering Associates, Inc. filed with the Final Plat and that it hereby approves and ratifies the platting and subdividing of said real estate in accordance with the Final Plat of PEBBLE CREEK NORTH EIGHTH ADDITION attached to and made a part of this Certificate of Plat. The subdivision shall be known and designated as PEBBLE CREEK NORTH EIGHTH ADDITION, an Addition to the City of LeClaire, Iowa.


A non-exclusive perpetual easement is hereby granted to MidAmerican Energy Company, Iowa American Water Company, Qwest Communications, Inc., Mediacom Cablevision Company, and to any local public utility holding a franchise from the City of LeClaire and to any municipal department of the City of LeClaire, and to their successors and assigns, within the area shown on the Final Plat and marked as a utility easement, to install, lay, construct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires with all necessary braces, guys, anchors, manholes and other equipment for the purpose of serving the subdivision and other property with overhead or underground telephone, storm sewer, cable television, electric, gas, sanitary sewer, water or other service as part of the respective utility systems; subject to the prior rights of the public therein, the right to use the streets to serve 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 to enter upon the lots at all reasonable times for all of the purposes aforesaid. No permanent buildings or trees shall be placed on said area as shown on the Final Plat and marked as an 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.

*EASEMENTS, RESTRICTIONS, COVENANTS, AND CONDITIONS*

Country Club East, L.L.C. is the owner of certain property in the City of LeClaire, Scott County, Iowa, which is more particularly described as PEBBLE CREEK NORTH EIGHTH ADDITION, an Addition to the City of LeClaire, Scott County, Iowa, and 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 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.

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Date 9-18-06 Initials ENC

ARTICLE I  
DEFINITIONS

1. "PEBBLE CREEK NORTH EIGHTTH ADDITION" shall mean the Final Plat of PEBBLE CREEK NORTH EIGHTH ADDITION, an Addition to the City of LeClaire, Iowa, as filed in the office of the Recorder of Deeds of Scott County, Iowa.
2. "Declarant" shall mean and refer to Country Club East, L.L.C. an Iowa limited liability company.
3. "Developer" shall mean the same as "Declarant".
4. "Lot" shall mean and refer to any one of Lots 1 through 37 of PEBBLE CREEK NORTH EIGHTH ADDITION.
5. "Outlot" shall mean and refer to Outlot A of PEBBLE CREEK NORTH EIGHTH ADDITION and any other reference in this document to "Lot" or "lot" shall NOT include Outlot A unless such Outlot is specifically included and referred to therein.
6. "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 Outlot that is a part of PEBBLE CREEK NORTH EIGHTTH ADDITION, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
7. "Association" shall mean and refer to PEBBLE CREEK NORTH HOME OWNERS ASSOCIATION, INC., an Iowa nonprofit corporation, its successors and assigns. 
9. "Member" shall mean and refer to every person or entity who holds membership in the Association, as the context requires or specifies.
10. "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 lighting throughout PEBBLE CREEK NORTH EIGHTH ADDITION.
11. "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.
12. "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

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Date 9-18-16 Initials ENC

location on or in the ground, and as further defined in the City of LeClaire's zoning ordinance.


13. "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.
14. "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.
15. "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.
16. "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.
17. "Berm" shall mean the landscaping buffer feature contained in the area along Interstate 80 on the northerly portion of Lots 8 through 12.

## 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

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Date 9-18-06 Initials ENC

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 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. Outlot A. Outlot A shall be an area of non-disturbance, unless further development  undertaken to the east of Outlot A and Developer consents to its use and inclusion in such development.
10. Use and Maintenance of the Berm. The Owners of Lots 8 through 12 ("Owners of the Berm") shall be responsible for the care and maintenance of the Berm. No Buildings or Structures shall be constructed on the Berm or in the easement area. Initial landscaping and plantings by the Developer shall be uniformly maintained by the Owners of the Berm. Any change in the landscaping and plantings, other than replacement, shall be by majority vote of the Owners of the Berm.
11. 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 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.

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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 1,400 square feet;
  - B. For one and one Half Story dwellings: there shall be no less than 1,600 square feet of total living area; and
  - C. For dwellings of more than one and one Half Stories: there shall be no less than 1,800 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 Developer. The initial members of the Building Committee shall be Patrick G. Day, Brian J. Speer, and Merle A. Lee. 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 Developer 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 EIGHTH ADDITION, 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 twelve (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 six (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.

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Date 9-18-06 Initials WL

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 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 Declarant. 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 Declarant. The Class B Member shall be entitled to 5 votes for each Lot in PEBBLE CREEK NORTH EIGHTH ADDITION 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 among PEBBLE CREEK NORTH EIGHTH ADDITION Owners equal the total votes outstanding in the Class B membership for Lots in PEBBLE CREEK NORTH EIGHTH ADDITION.

ARTICLE V  
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 Bylaws, 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 Declarant hereby covenants for itself, its successors and assigns, that it 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 EIGHTH ADDITION.

ARTICLE VI  
COVENANT FOR ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each improved Lot owned within PEBBLE CREEK NORTH EIGHTH ADDITION 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 all of the PEBBLE CREEK NORTH ADDITIONS 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

APPROVED  
Date 9-18-06 Initials CWL

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. Outlot A.

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 GENERAL PROVISIONS


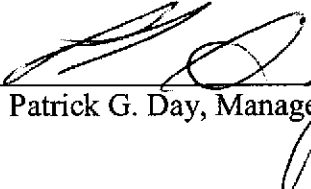
1. Enforcement. Any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, or reservations now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in 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.

**APPROVED**  
Date 9-18-06 Initials enr

4. Amendment by Declarant. The Declarant reserves the right to revise and amend the Articles of this Declaration until more than half of the Lots in PEBBLE CREEK NORTH EIGHTH ADDITION have been sold, including 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 Declarant, having both been recorded in the office of the Recorder of Scott County, Iowa.
5. Amendment by Owners. The Articles of this Declaration 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, provided, however, that 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.

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

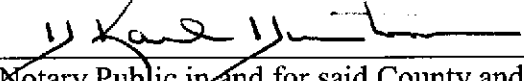
**COUNTRY CLUB EAST, L.L.C.,**  
an Iowa limited liability company

By  \_\_\_\_\_ By  \_\_\_\_\_  
Brian J. Speer, Manager Patrick G. Day, Manager

STATE OF IOWA, COUNTY OF SCOTT, SS:

On this 31<sup>ST</sup> day of August 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared BRIAN J. SPEER and PATRICK G. DAY, to me personally known, who, being by me duly sworn, did say that they are each Managers of COUNTRY CLUB EAST, 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 BRIAN J. SPEER and PATRICK G. DAY, as such Managers acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and them voluntarily executed.



  
Notary Public in and for said County and State

**APPROVED**  
Date 9-18-06 Initials KWC

**CONSENT OF LIENHOLDER  
TO THE FINAL PLAT OF  
PEBBLE CREEK NORTH EIGHTH ADDITION,  
An Addition to the City of LeClaire, Iowa**

THE NATIONAL BANK, a national banking corporation, as the owner and holder of liens on all or a portion of the real estate platted as PEBBLE CREEK NORTH EIGHTH ADDITION, an Addition to the City of LeClaire, Iowa, as of August 7, 2006, created pursuant to the following instruments filed in the office of the Recorder of Deeds of Scott County, Iowa:

1. Mortgage from Country Club East, L.L.C. to THE National Bank dated April 22, 2005, and filed for record in the office of the Scott County, Iowa, Recorder on April 27, 2005, as Document No. 2005-13014, and
2. Assignment of Leases and Rents from Country Club East, L.L.C. to THE National Bank dated April 22, 2005, and filed for record in the office of the Scott County, Iowa, Recorder on April 27, 2005, as Document No. 2005-13015,
3. Mortgage from Country Club East, L.L.C. to THE National Bank dated October 13, 2005, and filed for record in the office of the Scott County, Iowa, Recorder on October 18, 2005, as Document No. 2005-35199, and
4. Assignment of Leases and Rents from Country Club East, L.L.C. to THE National Bank dated October 13, 2005, and filed for record in the office of the Scott County, Iowa, Recorder on October 18, 2005, as Document No. 2005-35200,

hereby CONSENTS to the platting of PEBBLE CREEK NORTH EIGHTH ADDITION and its RELEASE of the lien of the above instruments against all areas dedicated to the City of LeClaire, Iowa, in connection with the said platting of PEBBLE CREEK NORTH EIGHTH ADDITION.

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

**THE NATIONAL BANK,**  
a national banking corporation

By   
Dale C. Harmon, Vice President

**APPROVED**  
Date 9-18-06 Initials enl

STATE OF IOWA, COUNTY OF SCOTT, SS:

On this 31<sup>ST</sup> day of August 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared DALE C. HARMON, to me personally known, who, being by me duly sworn, did say that he is Vice President of THE NATIONAL BANK, a national banking corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said DALE C. HARMON, as such Vice President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and him voluntarily executed.



H. Karl Huntoon  
Notary Public in and for said County and State

APPROVED  
Date 9-18-06 Initials DM



APPROVAL OF SUBDIVISION PLAT NAME  
BY THE  
SCOTT COUNTY AUDITOR

The Scott County Auditor's Office has reviewed the Final Plat of:

**PEBBLE CREEK NORTH EIGHTH ADDITION,**  
an Addition to the City of LeClaire, Iowa.

Pursuant to Iowa Code §354.6(2) and §354.11(6), we approve the subdivision name or title and have no objections to this subdivision plat being recorded.

Dated this 13<sup>TH</sup> day of ~~August~~ <sup>SEPTEMBER</sup> 2006.

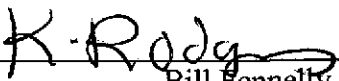
Karen Fitzsimmons (by Connie Norris)  
Karen L. Fitzsimmons, County Auditor  
Scott County, Iowa

APPROVED  
Date 9-18-06 Initials CNC

CERTIFICATE OF THE COUNTY TREASURER  
TO THE FINAL PLAT OF  
PEBBLE CREEK NORTH EIGHTH ADDITION,  
An Addition to the City of LeClaire, Iowa

I, Bill Fennelly, Treasurer of Scott County, Iowa, do hereby certify that I have examined the records of said County, and find that the real estate shown on the Final Plat of **PEBBLE CREEK NORTH EIGHTH ADDITION**, an Addition to the City of LeClaire, Iowa, is free from certified taxes and certified special assessments as of this date, and the real estate taxes are paid through and including the 2005 taxes.

Dated this 13 day of ~~August~~<sup>Sept</sup> 2006.

  
\_\_\_\_\_  
Bill Fennelly, Treasurer  
Scott County, Iowa

850507004

850507005

850523002


**APPROVED**  
Date 9-18-06 Initials CNC

CERTIFICATE OF ATTORNEY  
TO THE FINAL PLAT OF  
PEBBLE CREEK NORTH EIGHTH ADDITION,  
An Addition to the City of LeClaire, Iowa

I, H. Karl Huntoon, of the law firm of KATZ, HUNTOON & FIEWEGER, P.C., certify that I have examined the records of Scott County, Iowa, and the records of the United States District Court for the Southern District of Iowa, Davenport Division, and from such examination find that title in fee simple to the real estate platted as PEBBLE CREEK NORTH EIGHTH ADDITION, an Addition to the City of LeClaire, Iowa, was, on August 7, 2006, at 5:00 p.m., vested in COUNTRY CLUB EAST, L.L.C., an Iowa limited liability company, free and clear of all liens and encumbrances, EXCEPT the following:

1. Mortgage from Country Club East, L.L.C. to THE National Bank dated April 22, 2005, and filed for record in the office of the Scott County, Iowa, Recorder on April 27, 2005, as Document No. 2005-13014, and
2. Assignment of Leases and Rents from Country Club East, L.L.C. to THE National Bank dated April 22, 2005, and filed for record in the office of the Scott County, Iowa, Recorder on April 27, 2005, as Document No. 2005-13015,
3. Mortgage from Country Club East, L.L.C. to THE National Bank dated October 13, 2005, and filed for record in the office of the Scott County, Iowa, Recorder on October 18, 2005, as Document No. 2005-35199, and
4. Assignment of Leases and Rents from Country Club East, L.L.C. to THE National Bank dated October 13, 2005, and filed for record in the office of the Scott County, Iowa, Recorder on October 18, 2005, as Document No. 2005-35200,
5. The 2006 real estate taxes.

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

  
H. Karl Huntoon  
Katz, Huntoon & Fieweger, P.C.  
1000 36<sup>th</sup> Avenue, Suite 100  
Moline, IL 61265-7126  
(309) 797-3000

**APPROVED**  
Date 9-18-06 Initials ENC

STATE OF IOWA, COUNTY OF SCOTT, SS:

On this 31<sup>st</sup> day of August 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared H. KARL HUNTOON, to me known to be the person whose named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Tammi S. Sagers  
Notary Public in and for said County and State

APPROVED  
Date 9-18-06 Initials ENL

**CITY OF LECLAIRE, IOWA**

**COUNCIL'S RESOLUTION OF ACTION ON FINAL PLAT OF**

**PEBBLE CREEK NORTH 8<sup>TH</sup> ADDITION**

RESOLUTION # 06-138

**WHEREAS**, Country Club East, L.L.C., 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 8<sup>TH</sup> 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:

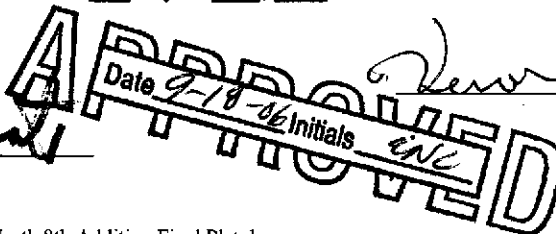
1. The required accompanying subdivision documents shall be submitted to and approved by the City Administrator for filing and recording. These shall include the following:
  - a. Owner's Certificate (in final form)
  - b. Attorney's Certificate
  - c. Scott County Treasurer's Certificate
  - d. Scott County Auditor's Certificate (Subdivision Name)
  - e. Mortgagee's Consent to Platting
  - f. Final, executed copy of the protective & restrictive covenants (in final form and including language concerning the uniform maintenance and treatment of that area labeled as a "berm" on the plat )
  - g. Subdivision "Hold-Harmless and Waiver of Liability" Form (in final form, see attached)
  - h. Developer's Performance Bond(s)
  - i. Developer's Maintenance Bond(s)
  - f. Subdivision Improvement Installation Agreement
  - g. Grading Plans, Construction Plans & Specs, Engineer's Estimate of Costs (Final)
  - 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.
3. Item #3 of Res. #05-196, regarding future access to the Claussen property is rescinded.
4. A blanket underground utility easement of sufficient width (as determined by the City Engineer) shall be provided to the area of the Southeasterly corner of the Claussen property for the future extension of and access to utilities within the Pebble Creek Addition Subdivision. Said easement shall be granted and recorded at the same time as the filing and recording of those documents associated with this 8<sup>th</sup> Addition.

**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 17<sup>th</sup> day of July, 2006.

ATTEST:

  
\_\_\_\_\_  
City Clerk



  
\_\_\_\_\_  
Mayor

(CITY SEAL)

**HOLD-HARMLESS AND WAIVER OF LIABILITY AGREEMENT  
FOR THE FINAL PLAT OF  
PEBBLE CREEK NORTH EIGHTH ADDITION,  
An Addition to the City of LeClaire, Iowa**

The undersigned, COUNTRY CLUB EAST, L.L.C., an Iowa limited liability company, with its principal office located at 3851 Forest Grove Drive, LeClaire, IA 52753, by its Managers, BRIAN J. SPEER and PATRICK G. DAY, and any person or persons claiming through or under the undersigned and any respective sureties, covenant and agree to defend, 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, that may be occasioned by or arise out of any accident or other occurrence causing or inflicting injury and/or damage to any person or persons or injury and/or damage to property, in, upon, or about the following described property:

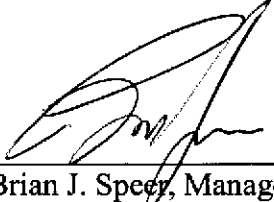
**PEBBLE CREEK NORTH EIGHTH ADDITION,  
An Addition to the City of LeClaire, Iowa,**

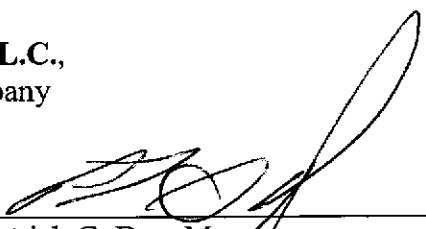
that may in any way be caused by the accidental, intentional, or negligent action of the undersigned or any person or persons claiming through or under the undersigned, or that may result therefrom as a result of the authorized use, occupancy, or tenancy of the above described property for the following listed actions or events:

**ANY AND ALL ACTIVITIES CONDUCTED IN CONJUNCTION WITH THE  
PLATTING, DEVELOPMENT, AND/OR CONSTRUCTION  
ON OR ABOUT THE ABOVE-DESCRIBED PROPERTY.**

The undersigned further covenants and agrees that it has or will procure at its own expense and maintain for the duration of the above-described activities, not less than \$1,000,000 of casualty and liability insurance with a responsible insurance company or companies authorized to do business in the State of Iowa, and as approved by the City.

Dated this 31<sup>st</sup> day of August 2006.

By  **COUNTRY CLUB EAST, L.L.C.,**  
an Iowa limited liability company  
Brian J. Speer, Manager

By    
Patrick G. Day, Manager

**APPROVED**  
Date 9-18-06 Initials gdc

STATE OF IOWA, COUNTY OF SCOTT, SS:

On this 31<sup>ST</sup> day of August 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared BRIAN J. SPEER and PATRICK G. DAY, to me personally known, who, being by me duly sworn, did say that they are each Managers of COUNTRY CLUB EAST, 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 BRIAN J. SPEER and PATRICK G. DAY, as such Managers acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and them voluntarily executed.



H. Karl Huntoon  
Notary Public in and for said County and State

APPROVED AND ACCEPTED  
for the City of LeClaire, Iowa  
on the 18<sup>th</sup> day of ~~August~~ SEPT 2006.

Edwin N. Choate  
By Edwin N. Choate, City Administrator

APPROVED  
Date 9-8-06 Initials GL