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 Polk County Iowa
 TIMOTHY J. BRIEN RECORDER
 File# 2006-00052061

BK **11402** PG **162-178**

RETURN TO:
 Prepared by and Return to Ruth Reed, Stanbrough Development 6151 Thornton Ave., Suite 700, Des Moines, IA 50321 515-331-2200

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
 MARINA COVE, PLAT 1
 AN OFFICIAL PLAT, POLK CITY, POLK COUNTY, IOWA**

This DECLARATION, made this 19th day of October, 1005, by **MARINA COVE JOINT VENTURE**, ("Marina Cove");

WITNESSETH:

WHEREAS, Marina Cove is the owner of certain real estate in the City of Polk City, Polk County, Iowa, described as Lots 1 through 45 inclusive, in Marina Cove Plat 1, an Official Plat, now included in and forming a part of the City of Polk City, Polk County, Iowa ("Property"); and

WHEREAS, Marina Cove is desirous of developing the property as a Planned Community and to establish certain Covenants, Conditions and Restrictions for the benefit of Owners within the Property;

NOW, THEREFORE, Marina Cove, by the execution and recordation of this document hereby declares that the Property shall be held, occupied, sold and conveyed subject to the Covenants, Conditions and Restrictions set forth herein.

**ARTICLE I.
General Use Restrictions and Building Specifications**

Lots 1 through 45, inclusive, (each a "lot" and collectively the "lots"), in Marina Cove Plat 1, an Official Plat, now included in and forming a part of the City of Polk City, Polk County, Iowa ("Property") shall be held, maintained, occupied, sold and conveyed subject to the following Covenants, Conditions and Restrictions, as well as those Covenants, Conditions and Restrictions set forth elsewhere in this Declaration:

A. Single Family Residence.

The use of Lots shall be limited to single family residential use. The term "single family" shall have the same meaning under this Declaration as contained in the City of Polk City, Iowa, Zoning Ordinance. Uses of land or structures customarily incidental and subordinate to the single family residential use as permitted by the City of Polk City ("City") Zoning Ordinance are permitted unless prohibited or otherwise regulated by this Declaration.

B. Playhouses and Sheds.

No playhouse, utility building, tool shed, storage shed, lien-to or other similar structure shall be permitted; provided, however, that a child's playhouse may be permitted if the floor area does not exceed sixty-four (64) square feet and if the exterior and the roof are constructed of the same material and have the same color and appearance as the residential dwelling on the same Lot and if it is constructed in an attractive and workmanlike manner. The structure shall be at least twenty (20) feet away from any Lot line but in no event shall it be located within any required yard setback area.

C. Garages.

Detached garages shall be permitted only if built at the time the residence is built and if the exterior and the roof are constructed of the same material and have the same color and appearance as the residential dwelling on the same Lot and if constructed in an attractive and workmanlike manner. The structure shall be at least twenty (20) feet away from any Lot line but in no event shall it be located within any required yard setback area. It shall be submitted as part of the original building plan to the Executive Committee described below in Article IV for review and approval.

D. Fences and Hedges.

No fences, walls, hedges or barriers shall be permitted upon Lots or property lines except as follows:

- (i) Walls, fences, or hedges shall be permitted only along rear property lines and side property lines behind the front yard setback lines but they shall not exceed six (6) feet in height

- (ii) The fence fabric, or fence screening material, shall be mounted on the exterior face of the fence posts or fence framing. No chain link fence, including a chain link fence around a dog run, shall be permitted unless it is a black vinyl clad fence. All fences shall be kept in good repair and attractive appearance.
- (iii) No fence shall be erected until a fence plan has been prepared by a Lot Owner and submitted to the Executive Committee described below in Article IV for review and approval.

E. Trees.

A minimum of one (1) tree shall be required per one thousand three hundred (1,300) square feet of space unoccupied by structures, parking, sidewalks or driveways. At least forty percent (40%) of the trees shall have a minimum of two-inch (2") trunk diameter measured two (2) feet vertically from the ground level. This tree requirement shall be the responsibility of the initial and subsequent homeowners on all Lots and shall not be the responsibility of any developer or builder within the Property. Street trees are included for the purpose of computing the above minimum requirements.

F. Utility Meters.

Utility meters shall be hidden architecturally or through the use of remove reading devices.

G. Mailboxes.

All mailboxes shall be uniform; shall be rural in style; and shall be approximately nineteen inches (19") long by six and one-half inches (6 1/2") wide by eight and three-quarters inches (8 3/4") height. All mailboxes shall be mounted on a two inch (2") I.D. vertical steel pipe. The pipe base shall be imbedded in concrete with the bottom of the mailbox door placed forty-two inches (42") above the street and six inches (6") behind back of curb. A metal newspaper receptacle shall be mounted on the pipe directly under the mailbox. The mailbox, pipe and newspaper holder shall be all painted black or other equivalent as approved by the Executive Committee described below in Article IV. Identification on the mailbox shall be mounted horizontally on the lower rear corner of the mailbox only. Names plates, plaques or similar devices shall not be permitted. In the event of a conflict between the requirements in this section and the requirements of the United States Postal Service, the requirements of the United States Postal Service shall govern. This mailbox requirement shall be the

responsibility of the initial and subsequent homeowners on the Lots and not the responsibility of any developer or builder.

H. Measurement of Setbacks.

The minimum setbacks as specified in this Declaration shall be measured from the Lot line from which the setback is being measured to the nearest building or structure. No buildings or structures (except for permitted fences or mailboxes) shall be constructed or maintained within the required minimum setback area. The definition of the terms "front yard", "side yard", "rear yard", "building", "structure" or other similar term relating to setbacks shall be the same as that definition contained in the City's zoning ordinance now or in the future.

I. Utilities.

All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and maintained underground except for that portion which utility companies customarily require to be above ground in the immediate proximity of any exterior utility meter.

J. Security Lighting.

Security lighting for driveways, parking and other areas shall be designed, located and directed in a fashion which will avoid direct lighting onto adjoining Lots.

K. Paving of Driveways.

All parking and driveway areas shall be hard surfaced, using a suitable thickness of Portland cement concrete. Asphalt parking or driveways shall not be permitted.

L. Sodding or Seeding

All portions of a Lot (except areas designated in a plat or this Declaration as No-Mow Areas) not occupied by structures, walkways, driveways, parking or landscaping shall be sodded, or seeded as described below, within ninety (90) days after completion of the house upon the Lot unless weather conditions make this requirement impossible to meet, in which event the Executive Committee described below in Article IV shall establish a reasonable period of time for compliance. The developer of or builder on any Lot shall be responsible for sodding the front yard of the Lot and thirty (30) feet to the rear of the house situated on the Lot and the Owner of the Lot thereafter shall be responsible for sodding or seeding the balance of the Lot as required by this paragraph.

M. Garbage Cans and Equipment.

Items such as garbage cans, clotheslines, lawn and garden equipment, building materials and other similar items shall be placed out of public view. Firewood shall not be stored on the front side of a house. Furthermore, any repair of motorcycles, automobiles, vehicles or boats shall be done out of public view.

N. Tent and Trailers.

No tent, trailer, boat, personal watercraft, camper, motor home, recreational vehicle or truck rated larger than three-quarter ton or other movable or temporary structure or enclosure or inoperative motor vehicle shall be maintained or parked on any Lot or street within public view for more than a cumulative of seven (7) days in any calendar year.

O. Temporary Structures; Mobile Homes.

There shall be no occupancy of temporary structures or partially completed structures. No home or other building shall be moved onto any Lot. No mobile homes, prefabricated homes, modular or factory manufactured homes shall be permitted at any time.

P. Architectural Character.

The architectural character of any structure shall be in harmony with, and compatible with, other structures located on the Property as well as the neighboring area and environment.

Q. Exterior Foundation.

Exterior foundations exposed above finish grade which are not faced with brick or stone shall be painted to match the rest of the structure; provided however, that in no event shall any exterior foundation be exposed more than twelve (12) inches above finish grade which is not faced with brick or stone unless topographic conditions leave no other alternatives.

R. Roof Material.

Roof materials shall be slate, tile, medium to thick butt wood shingles or high quality asphalt shingles with a weight rating of at least 230 pounds.

S. Swimming Pools.

Above-ground swimming pools or non-permanent swimming pools are prohibited, except for small wading pools for infants or toddlers.

T. Satellite Dish.

A satellite earth station antenna or parabolic device used to receive television or telecommunication signals from satellites ("Satellite Dish") shall be permitted only if it meets the following requirements:

- (i) The Satellite Dish shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed;
- (ii) The Satellite Dish shall not exceed one meter in diameter or as measured diagonally;
- (iii) The Satellite Dish shall be installed and maintained in accordance with reasonable safety regulations as may be adopted from time to time by the Executive Committee described below in Article IV; in no event, however, shall the regulation of satellite dishes conflict with The Telecommunications Act of 1996, as amended, or other applicable Federal Act as well as any Federal Rules promulgated pursuant thereto. If there is a conflict between Federal law and terms of any regulations adopted by the Executive Committee, the terms of the Federal law shall control.
- (iv) The Satellite Dish shall be located to the rear of the home it serves and be appropriately landscaped and screened but in no event shall it be located in any required yard setback area.

U. Dog Runs and Houses.

Dog runs shall not be permitted unless they are located at the rear of the house or garage and extend toward the rear of the Lot from that portion of the house or garage which is closest to the rear Lot line. Any dog house shall have the same external appearance, color and roof material as the home situated on the Lot, and shall be constructed and maintained to an attractive and workmanlike manner. No dog house shall exceed twenty (20) square feet in area nor be located closer than twenty (20) feet from any Lot line; provided, however, that in no event shall it be located in any required yard set back area.

V. Building Plan.

When a building plan is filed with the City of Polk City by an Owner or developer of a Lot, a duplicate shall be filed at the same time with the Executive Committee. These plans will be handled as confidential information and shall be used for the sole purpose of monitoring compliance with these Covenants, Conditions and Restrictions.

W. Towers.

No radio or communication tower, mast or pole of any kind shall be constructed or maintained on any Lot; provided, however, that a video communication tower or mast may be constructed and maintained on a house if the tower, mast or antenna does not extend higher than twelve (12) feet above the roof line of the house. If there is a conflict between The Telecommunication Act of 1996, as amended, and the Federal Regulations promulgated pursuant thereto and the terms of this subparagraph W, the terms of the Federal law shall control.

X. Noxious Activities; Livestock.

No noxious or offensive activity, sound, vibration, noise or odors shall be permitted on or to escape from any Lot, nor shall anything be maintained or done thereon which is or may become an annoyance, offensive or a nuisance either temporarily or permanently. No animals, livestock, pigs, snakes or poultry of any kind shall be raised, bred or kept on any Lot or within any house or structure on a Lot except that domestic dogs, cats, and other small commonly accepted domestic pets may be kept so long as they are not kept, bred or maintained for commercial purposes or sale to the public and so long as they do not present any health or safety hazard or cause any offensive activity, sound, noise or odor. In no event, however, shall more than two (2) dogs be maintained on any one Lot. Dogs shall be tied, kept on a leash, fenced or kept in a dog run at all times.

Y. Maintenance of Lot.

After the initial sodding or seeding has been completed on any Lot as described above in paragraph L of this Article I, the Owner or person in possession of any Lot, whether vacant or improved, shall keep the Lot free of trash, litter and debris and shall keep the Lot attractively mowed so that the grass or weeds do not exceed six (6) inches in height. Each Owner of a Lot agrees that after he or she receives written notice given by certified mail, return receipt requested, or delivered in person by written notice, by any Lot Owner within five hundred (500) feet of any such Lot or by the Executive Committee, such grass or weeds shall be cut and trash, litter and debris removed within fifteen (15) days of receipt of the notice. If the appropriate corrective action is not taken within fifteen (15) days of receiving notice, any

Lot Owner within five hundred (500) feet of the offending Lot, Marina Cove shall have the right (but not the duty) and easement to enter upon the premises and mow or cut the weeds or grass or remove the offending trash, litter and debris. If Marina Cove elects to mow or remove the trash, litter and debris from the offending Lot after giving the above-described notice, it shall have the right to assess the actual cost thereof against the offending Lot.

Z. Signs.

During the development of the Lots and building of homes thereon, Marina Cove shall not interfere with the placement of any signs advertising lots or homes for sale or the development of the Lots which are placed in the City right-of-way; provided, however, any developer or builder shall use its best efforts to place such signs in City of Polk City right-of-way in such a manner which will not obstruct the view of motor vehicular traffic. Nothing contained in these Covenants, however, is intended to abrogate or restrict the authority of the City to regulate signs. Marina Cove shall take appropriate action to foster an environment of tolerance with respect to signs placed by developers or builders while the lots are being developed, including signs in the City right-of-way.

AA. Open Spaces.

No Lot Owner or any person shall erect or place any fence, structure or material of any kind within, or on any area designated as "open space" in any easement reserved or as shown on the Plat of Marina Cove Plat 1.

ARTICLE II.
Special Use Restrictions

In addition to the general use restrictions and building specifications set forth in Article I above, the following specific use restrictions and building specifications shall apply:

- (i) The front yard setback shall be at least thirty-five (35) feet.
- (ii) The side yard setbacks shall be a total of at least seventeen (17) feet with a minimum setback of eight (8) feet on any one side. On double frontage Lots, the side determined to be the side yard shall have a setback of at least twenty-three (23) feet.
- (iii) The rear yard setback shall be at least thirty-five (35) feet.
- (iv) Each home shall have the following minimum square footage of finished floor area:

Single story dwellings must have a minimum of 1400 square feet on the ground floor.

One and one-half story dwellings must have a total area of not less than 1600 square feet, no less than 950 square feet of which shall be on the ground floor.

Two story dwellings must have a total area of not less than 1600 square feet, no less than 950 of which shall be on the ground floor.

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

ARTICLE III **Review and Approval of Plats**

A. **Plats; Plan Approval.**

1. All plats, replats and subdivisions of the Property must be submitted to and approved by the Executive Committee as defined below in Article IV. Subdivision improvements shall be installed by the Owner as required by the Executive Committee.
2. There shall be no division of platted lots for building sites without Executive Committee approval.
3. In order to preserve the general design for the development of the Property as a fine residential section of the City, no building or structure of any kind, or in any addition thereto, shall be erected upon any Lot in the Property unless the plan, design, building materials and location thereof shall have been first approved by the Executive Committee described below in Article IV. Approval of the plan shall not be unreasonably withheld, delayed or denied.

B. **Building Standards.**

Good aesthetic design is a very important criterion for buildings within the property. This criterion is not meant to unilaterally restrict or inhibit types of building design; however, effort shall be made to construct buildings which compliment and harmonize with other architecture in the area and with the natural environment in the area. The highest standards of architectural quality are encouraged.

C. **Plans and Specifications to be Submitted for Approval.**

1. If requested by the Executive Committee, final site plan documents drawn to scale outlining the following must be submitted to the Executive

Committee for review and approval prior to the commencement of any construction on a Lot:

- a) Property legal description with scale and arrow on plan showing north;
- b) Building locations including setback dimensions;
- c) Driveways and sidewalks;
- d) Special features, such as fencing, lighting, underground utilities, and mechanical equipment;
- e) Contour lines or slope of draining;
- f) Landscaping plan, submitted prior to installation;
- g) Size, height, type, and color of any sign; and
- h) Parking areas, points of access as well as any easements for access and means of screening.

2. If requested by the Executive Committee, final building plans and specifications outlining the following must be submitted to the Executive Committee for review and approval prior to the commencement of any construction on a Lot:

- a) Floor plans, exterior elevations and sections;
- b) Square footage of buildings;
- c) Exterior colors and material samples for exposed exterior materials;
- d) Perspective renderings or photo, if available.

ARTICLE IV. **Executive Committee**

A. Establishment; Function.

The Marina Cove Executive Committee (the "Executive Committee") is hereby established. The Executive Committee shall consist of at least three (3) knowledgeable persons designated and appointed by Marina Cove. The functions of the Committee shall be to interpret and apply these Covenants, Conditions and Restrictions and to review building plans as described above in Article II during the time that the Property is being developed. Thereafter, the ability to enforce

these Covenants, Conditions and Restrictions shall rest with any affected Lot Owner.

B. Meetings, Quorum and Vote.

The Executive Committee shall meet at a reasonably convenient time and place within ten (10) days after receiving the request of any interested party. One-half of the members of the Committee shall constitute a quorum. A majority vote of the Executive Committee members present (assuming a quorum present) shall be sufficient for Committee action and decision.

D. Election of Replacement Committee.

If the Executive Committee should be discontinued, Marina Cove shall have the right to select a replacement or successor committee of not less than three (3) persons. If Marina Cove declines to select a replacement or successor committee, the Owners of at least thirty percent (30%) of the Lots in the Property shall have the right to select a replacement or successor committee.

E. Executive Committee Procedure.

1. Design review by the Executive Committee is intended to protect and enhance the distinctive character and natural attractiveness of the Property. All buildings, structures, fences or appurtenances thereto, to be erected, constructed, established, altered or enlarged within the Property must be reviewed and approved by the Executive Committee as described above in Article III.
2. The Executive Committee shall consider and approve or disapprove the materials required to be submitted pursuant to these Covenants, Conditions and Restrictions.
3. Prior to change of any building's exterior character by remodeling or alternation, the Owner, or his or her designated agent, shall secure the written approval of the Executive Committee.

ARTICLE V.
Enforcement of Covenants

A. Legal Action.

These Covenants, Conditions and Restrictions shall be deemed to run with the land to which they apply and all improvements thereon. The Owner of any Lot or portion thereof to which these Covenants, Conditions and Restrictions apply, the Executive Committee or Marina Cove may bring an action to any court of competent jurisdiction to enforce these Covenants, Conditions and Restrictions

and enjoin their violation, mandate their compliance or to recover damages for the breach thereof or for any other remedy or combination of remedies recognized at law or in equity.

B. Penalties.

In addition to the remedies described above in Paragraph A or elsewhere in this Declaration, the Executive Committee or Marina Cove is hereby authorized to levy against any Lot in violation of this Declaration of Covenants, Conditions and Restrictions an assessment penalty or any of its affiliated legal entities not to exceed \$100 for each day a violation of the Declaration continues beyond sixty (60) days after notice of a violation has been given by the Executive Committee to the Owner of said Lot by certified mail, return receipt requested, or delivered in writing in person. If the Owner of the Lot cannot be located after a diligent search or inquiry, the Executive Committee shall publish notice of the violation for two (2) successive weeks in a newspaper of general circulation in Polk County, Iowa. If the Owner has not fully complied with the terms of this Declaration of Covenants, Conditions and Restrictions within sixty (60) days of receiving notice, or sixty (60) days after second publication of notice, the Executive Committee or Marina Cove shall have the authority to levy an assessment penalty as described herein. This assessment shall be a lien on the Lot. Any Lot Owner objecting to the notice of violation shall have the right within thirty (30) days of receiving notice to request a hearing before the Executive Committee or Marina Cove. Assessment of the penalty shall be stayed pending a hearing and final decision by the Executive Committee or Marina Cove.

C. Delays in Enforcement.

No delay or omission on the part of the Executive Committee, Marina Cove or any Owner of land to which this Declaration of Covenants, Conditions and Restrictions apply in exercising any rights, power or remedy herein allowed shall be construed as a waiver or release of any rights.

D. Conflict with Governmental Regulations.

The Property subject to this Declaration shall also be subject to any and all applicable regulations of the City, and any other governmental entities having jurisdiction including, but not limited to, zoning ordinances, subdivision ordinances, life safety and building codes as well as other such regulations. Whenever there is a conflict between the provisions of this Declaration of Covenants, Conditions and Restrictions and the ordinances, statutes or regulations of the City, County, State or other applicable governmental entity having jurisdiction over the Property, that provision or requirement which is the most restrictive shall be binding unless otherwise prohibited or preempted by law.

ARTICLE VI.
Term of Covenants; Severability.

A. Duration.

All of the foregoing Covenants, Conditions and Restrictions set forth in this Declaration shall continue and remain in full force and effect at all times and as to the Property, regardless of how title was acquired, from the date of filing of this Declaration until the 1st day of October, 2026, unless amended by an affirmative vote of two-thirds (2/3) of the Lots within the Property, excluding Common Areas (with each Lot entitled to one (1) vote), on which date these Covenants, Conditions and Restrictions shall automatically be extended an additional ten (10) years (and extended for successive ten (10) year terms thereafter in the same fashion) unless after the 1st day of October, 2026, two-thirds (2/3) of the Lot Owners within the Property in writing consent to terminate this Declaration or any part thereof, in which event this Declaration, or part thereof, shall be null and void effective as of the date when the Consent is filed with the Recorder of Polk County, Iowa. Any amendment or consent shall be accompanied by an Affidavit certifying that two-thirds (2/3) of the Lot Owners within the Property have so consented. Either Marina Cove or the Executive Committee shall be the attorney in fact vested with authority to file any extension of these Covenants, Conditions and Restrictions with the Polk County Recorder if required by law.

B. Severability.

In the event that any one or more of the terms or conditions of this Declaration shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall in no way affect, modify, change, abrogate or nullify any of the remaining Covenants, Conditions or Restrictions not so expressly held to be void and the remaining parts of this Declaration shall remain in full force and effect.

C. Reasonable Period of Enforcement.

If any of the terms of this Declaration shall be held by a court of competent jurisdiction to be void or unenforceable by reason of the period of time herein stated for which the Declaration may be effective or amount of any penalty imposed, such terms or penalty shall be reduced to a reasonable period of time or amount which shall not violate the rule against perpetuities as set forth in the laws of the State of Iowa or other applicable law, all as determined by the Court.

D. Minor Amendments.

So long as Marina Cove or its successors in interest or assigns, owns any Lots within the Property, including an interest as contract vendor, it shall have the absolute right to make minor amendments to this Declaration in order to correct any deficiencies, clarify any provisions thereof or to carry out the intent of this Declaration or to address development issues not contemplated at the date hereof.

- E. Addition Land to Declaration. Declarant, at its sole discretion, may add additional land and common areas to the Declaration by filing an amendment to this Declaration with the office of the Recorder of Polk County, Iowa, regarding land which Declarant has acquired within the following area:

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF
SECTION 12 AND THE SOUTH 1/2 OF THE
SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 80
NORTH, RANGE 25 WEST OF THE 5th P.M., CITY OF
POLK CITY, POLK COUNTY, IOWA.

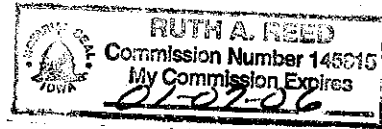
- F. Erosion Control.

- (i) The owner and/or person in possession of each Lot, whether vacant or improved, their agents, assigns, heirs, and/or building contractors shall take all necessary precautions to prevent, stabilize, and/or control erosion on their Lot and the Property, to prevent sediment migration and soil erosion from extending beyond the boundaries of their Lot and the Property, and, in the event it occurs, to promptly clean up all eroded sediment and to restore all affected areas to their original condition.
- (ii) The owner and/or person in possession of each Lot, whether vacant or improved, shall, at closing of any sale or conveyance of a Lot execute an agreement complying with all applicable Federal, State and local erosion control regulations, laws and ordinances and permits which pertain to the Property including, but not limited to, becoming a transferee of the Iowa Department of Natural Resources NPDES General Permit No. 2 ("the Permit").
- (iii) If Marina Cove or any Lot or Lot Owner is cited for an alleged violation of any erosion control regulations, laws or ordinance provision, which occurs after closing of any sale or conveyance of a Lot by any jurisdictional authority for a condition on or from the Property, the Lot Owner shall indemnify and hold Marina Cove harmless from any and all claims, damages, fines, attorney fees, assessments, levies, and/or costs incurred by Marina Cove related to the citation.

STATE OF IOWA)
)SS:
COUNTY OF POLK)

On this 19th day of October, 2005, before me, the undersigned Notary Public in said County and State, personally appeared Patrick J. Ruelle, Manager/Member of Colt Holdings, L.L.C., an Iowa limited liability company, a Joint Venturer of Marina Cove Joint Venture, executing the foregoing instrument, the instrument was signed on behalf of said limited liability company by authority of its Managers and that said Patrick J. Ruelle acknowledged the executing of the instrument to be the voluntary act and deed of said limited liability company and Joint Venturer by the limited liability company and Joint Venture, and by him voluntarily executed.

Ruth A Reed
Notary Public – State of Iowa



STATE OF IOWA)
)SS:
COUNTY OF POLK)

On this 19th day of October, 2005, before me, the undersigned Notary Public in said County and State, personally appeared Aric R. Sharp, Manager/Member and Dean J. Bell, Manager/Member of 3 Nails Development, L.L.C., an Iowa limited liability company, a Joint Venturer of Marina Cove Joint Venture, executing the foregoing instrument, the instrument was signed on behalf of said limited liability company by authority of its Managers and that said Aric R. Sharp and Dean J. Bell acknowledged the executing of the instrument to be the voluntary act and deed of said limited liability company and Joint Venturer by the limited liability company and Joint Venture, and by them Voluntarily executed.

Ruth A Reed
Notary Public – State of Iowa



