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BOOK 2006 PAGE 1212
JUDITH K. LATHROP, RECORDER

DEPUTY

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SPLENDID ACRES ASSOCIATION**

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+ 10⁰⁰
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THIS DECLARATION, is made on the date set forth below, by Mildred Joan McDonald as Trustee of the MJM Trust under the Trust Agreement, dated 14 March 2005 (thereafter the Trust), hereinafter referred to as the "Declarant", pursuant to the Iowa Horizontal Property Act (the Act), Iowa Code Chapter 400B.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Warren County, State of Iowa, which is more particularly described as:

The Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty (30), Township Seventy-five (75) North, Range Twenty-four (24) West of the 5th P.M., Warren County, Iowa EXCEPT that part shown in Easement for Public Highway recorded in Book 2003, Page 3605 and

The Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirty-one (31), Township Seventy-five (75) North, Range Twenty-four (24) West of the 5th P.M., Warren County, Iowa EXCEPT the South 45 feet of the East 115 feet thereof AND EXCEPT that part shown in the Easement for Public Highway recorded in Book 2003, page 3605 and Book 2002, Page 14729.

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, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, all pursuant to Iowa Code Chapter 499B as that code Chapter now or hereafter provides.

NOW, THEREFORE, Declarant, the fee simple titleholder to the property described above, expressly intends to, and by recording this Declaration, does hereby submit the land and the Property to the Horizontal Property Regime (Regime) pursuant to the Act.

ARTICLE I. NAME.

The name of the Regime is: **SPLENDID ACRES ASSOCIATION, INC.**

ARTICLE II. DEFINITIONS.

Section 1.

"Association" shall mean and refer to **SPLENDID ACRES ASSOCIATION, INC.**, its successors and assigns.

Section 2.

"Building Plot" shall mean the one or more Lots shown on the **FINAL PLAT OF SURVEY OF SPLENDID ACRES**, attached as **Exhibit 'A'**, as numbered parcels showing individual Lots within the Splendid Acres Subdivision.

Section 3.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, except that a vendee in possession under a recorded contract of sale of any Lot shall be considered the owner instead of the contract seller. Those having an interest merely as security for the performance of an obligation shall not be considered an Owner.

Section 4.

"Property" shall mean and refer to that certain real and personal property herein before describe submitted to the Regime, and such additional real property which includes Lots as may hereafter become subject to the Association or hereafter become Common Area.

Section 5.

"Common Area" shall mean the entire private road right of way within the Subdivision and including the Lot area subject to the right of way easement.

The common elements include, without limitation other than set forth above, the following:

- (a) All sewer, water, electrical, gas, telephone or other utility or service lines, pipes, wires, conduits, equipment, and other apparatus either serving more than one Lot or located within one Lot which serve a purpose benefiting any other part of the Regime outside such Lot.
- (b) All funds and assets of the Association.

The Common Areas and any Common Area improvements thereon, if any, shall be subject to the control, management and administration of the Association.

Section 6.

"Lot" shall mean and refer to the numbered Lots as shown upon any recorded subdivision plat within the Properties.

Section 7.

"Common Element Responsibility" shall include without limitation, whether located within a Lot or upon the Common Area, to the extent serving a purpose benefiting any other part of the Regime, the following:

- (a) The fences constructed by the Declarant or Association and owned by the Association.
- (b) The conduits, ducts, plumbing, wiring, pipes and other utility facilities within, on or under the Lot(s) which are carrying any utility service to more than one Lot.
- (c) The governance, management, and control of the private road right of way including, but not limited to, the maintenance, improvement, or replacement thereof and the control of traffic flow thereon including the placement of traffic control devices.

ARTICLE III LOCATION, BUILDING, SURVEY AND PLANS.

Section 1.

The Regime is situated at or near 17980 - 80th Avenue, Indianola, Warren County, Iowa.

Section 2.

The legal description of the parcel of real property submitted to the Regime is shown above and is referred to as the "Land" or "Property".

Section 3.

The Lots other than Lot 13 and Lot 14 are unimproved real estate parcels suitable for residential building purposes and to be marketed by the Declarant for rural residential living. Exhibit 'A' shows the FINAL PLAT OF SURVEY.

ARTICLE IV. PROPERTY RIGHTS AND MAINTENANCE.

Section 1. Owners Rights of Enjoyment.

Each Lot owner shall have the right to use the common elements in common with all other Lot owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Lot by such Lot owner(s). Such right to use the common elements shall extend to not only each Lot owner, but also to their agents, servants, family members, customers, invitees and licensees. However, such rights to use the common elements shall be subject to and governed by the Act, this Declaration, Bylaws and the Rules and Regulation of the Association. In addition, the Association shall have the authority to grant easements with respect to part of the common elements, subject to the provisions of the Declaration and Bylaws. All income derived by the Association from all sources shall be held and used for the benefit of the members of the Association pursuant to the Rules and Regulations of the association as the Board may adopt or prescribe.

Section 2. Association Common elements Responsibility.

The Association and its designates may enter upon or within a Lot at reasonable times for the following purposes:

- (a) Installation, repair, maintenance, removal, replacement or inspection of an Association Common element Responsibility.
- (b) Enforcement of any provision of this Declaration or the Articles of Incorporation or the By-Laws of the Association.

Section 3. Association and Unit Owner Maintenance and Replacement.

The Association shall be responsible at its costs for maintenance and replacement of the Common Elements Responsibility.

- (a) Maintenance of Common Improvements.

All signs, fences, walls and other improvements owned by the Association shall be maintained, repaired and replaced by the Association. Any exterior lighting installed by Declarant, its successors and assigns as a Common Improvement shall be maintained in good operating order by the Association.

(b) No Nuisance.

The Association shall not allow any of the improvements or any fences owned by the Association to become a nuisance through lack of repair, maintenance or replacement.

Section 4. Common Interests.

Each Lot shall have an undivided interest in the common elements and common expenses of the Association. The ownership interest in the common elements shall be an undivided interest, and the common elements shall be owned by the Lot owners as tenants in common in accordance with their respective percentage of ownership. The ownership of each Lot shall not be conveyed separate from the undivided ownership in the common elements corresponding to each Lot. The undivided ownership in the common elements corresponding to each Lot shall be deemed conveyed or encumbered with that Lot, even though the legal description in the instrument conveying or encumbering each Lot may refer only to the title to that Lot, or may refer to an incorrect percentage for the Lot.

Section 5. No Partition.

The common elements shall remain undivided and shall not be the object of an action for partition or division of the co-ownership thereof so long as the Property is subject to the Act, and, in that event, all Mortgages such be paid in full prior to bringing an action for partition or the written consent of all Mortgagees must be first obtained.

ARTICLE V. MANAGEMENT, ADMINISTRATION AND VOTING RIGHTS.

Section 1.

The management and administration of the Property shall be governed and managed by the Association. Copies of its **ARTICLES OF INCORPORATION** are attached as Exhibit 'B', and its **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPLENDID ACRES ASSOCIATION** are attached as Exhibit 'C'. Whenever a vote or other action of the Lot owners as a group is required the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association. The action of the Association shall constitute the action of the Lot owners whenever such action is permitted or required by this Declaration or by the Act. The Association shall have the authority to adopt and amend reasonable Rules and Regulation governing the use of the property and such Rules shall be observed and obeyed by the owners, their guest, and licensees. Such Rules after being properly adopted shall have the same force and effect as if contained in this Declaration. The initial Rules and Regulation promulgated by the Declarant shall be deemed properly adopted by the Association without any formal action.

Section 2.

Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership is mandatory and shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.

All Owners shall be entitled to one vote in the Association for each Lot. When more than one person holds an interest in any Lot, all such persons shall be members. This vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Each Owner shall be allowed one vote for each Lot shown on the recorded Plat of Survey.

Section 4.

Notwithstanding any other provision of this Declaration, the Declarant, its successors and assigns, shall be the sole voting member of the Association until Declarant no longer owns any portion of the Properties, or until Declarant waives, in writing, this right to be the sole voting member, whichever first occurs. While the sole voting member, the Declarant, its successors and assigns, shall have the right to elect all directors.

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS.

Section 1. Creation of the lien and Personal Obligation of Assessments.

The Declarant, for each Parcel owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual or monthly assessments or charges, and (2) special assessments for capital improvements or major repairs, such assessments to be established and collected as hereinafter provided, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to their successors in titles unless expressly assumed by them.

Section 2. Purpose of Assessments.

The assessments levied by and for the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area.

Section 3. Annual Association Assessment:

- (a) For the period commencing January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be fixed by the Board of Directors of the Association.
- (b) The Board of Directors shall fix the annual assessment each year thereafter.
- (c) A parcel shall not be subject to assessment until the first day of the month following the date of occupancy thereof as a residence.
- (d) The Declarant shall not be liable for any annual or special assessments upon Lots owned by the Declarant unless the Lot is occupied as a residence, or has had a certificate of occupancy issued concerning such Lot.

Section 4. Special Assessments for Capital Improvement or Major Repairs.

In addition to the annual assessments authorized above, the Association may levy, in any assessment Year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement or major repair upon the Common Area, or for any Common Element Responsibility, provided that any such assessment shall have the assent of a majority of the votes of members entitled to vote who are voting in person or by proxy as a meeting duly called for this purpose.

Section 5. In the event that any property owner(s) request the right to use the streets within **SPLENDID ACRES** to access adjoining property, a one time payment of \$50,000 will be required, payable to the **MJM TRUST**. Thereafter, each owner(s) of a Lot in any such property will pay the same assessments that are the responsibility of each Lot owner within **SPLENDID ACRES**. If any additional adjoining land is acquired by **SPLENDID ACRES** or **MJM TRUST** or Mildred Joan McDonald, the \$50,000 initial charge will not be required.

Section 6. Notice and Quorum for Any Action Authorized under Sections 3 and 4.
Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members entitled to vote not less than 10 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members entitled to vote or of proxies entitled to cast the votes shall constitute a quorum.

Section 7. Uniform Rate of Assessment.
Annual assessments and special assessments for capital improvements must be fixed at a uniform rate for all Lots and may be collected on a yearly or monthly basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates.
The annual assessment, if any, shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors 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. The monthly assessment provided herein shall commence as to each respective Lot on the first day of the first month following the date of conveyance to an Owner of a Lot. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an office or the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Insurance and Insurance Assessment.
In addition to the annual assessments and the special assessments for capital improvements or major repairs, the Association may levy assessments for insurance purchased by the Association. The Association shall obtain liability and casualty insurance for the Common Area and for the Association Common Elements Responsibility. Unless otherwise determined by the Board of Directors of the Association, each Owner shall be responsible for obtaining homeowner's liability insurance and casualty insurance for property which is not part of the Common Elements.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association.
Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Not owner may waive or otherwise escape liability for the assessments provided for herein for nonuse of the Common Area or abandonment of their Lot.

Section 11. Subordination of the Lien to Mortgages.
The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of

such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12. Utilities.

Each owner shall be responsible for payment of all utility services to their Lot, including but not limited to, electricity, water, gas, telephone, sewer services, and cable television services.

Section 13. Assessments for County Related Improvements.

Notwithstanding any of the provisions of this Article, the Board of Directors may establish an assessment for the maintenance, improvements, or reconstruction of street signs, fences, and sidewalks as necessary to comply with any directive of Warren County, Iowa.

Section 14. Waiver of Exemptions(s).

Notwithstanding any provision of federal, state or local law, ordinance or regulation, any Lot owner hereby waives and relinquishes any and all exemptions including any homestead exemption claim as to any assessment which is or may become a lien upon the Lot(s) whether voluntarily or involuntarily created or whether created by operation of the Articles.

Section 15. Limitation of Association Liability.

The Association shall not be liable for any failure of water, hot water, heat or other service to be obtained and paid for by the Association, or for injury or damage to property caused by or on the common elements or by another owner or person in the Regime, or resulting from electricity, water, rain, air, dust, dirt, gravel or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances or equipment or from any other place. No diminution or abatement of common expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making or repairs or improvements to the common area or from any action taken to comply with any law, ordinance or orders of a governmental authority.

Section 16. Association as Attorney in Fact for Owners.

The Association is hereby irrevocable appointed Attorney in Fact for the Lot owners to manage, control and deal with the interest of such owners in the common elements so as to permit the Association to fulfill all of its duties and obligations hereunder and to exercise all of its rights to deal with the Association Regime. The acceptance by any person or entity of any interest in any Lot shall constitute an appointment of the Association as an Attorney in Fact as above provided.

Section 17. Indemnification of Board and Officers.

Each member of the Association shall be indemnified by the association against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of their being or having been an Officer or Director of the Association or any settlement thereof, whether or not they are an Officer or Director at the time such expenses are incurred, except in such cases wherein such person is adjudged guilty of or liable for willful misfeasance or malfeasance in the performance of their duties; provided that in the event of a settlement the indemnification shall apply only when the board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association.

Section 18. Exempt Property.

No land or improvements located within the Properties shall be exempt from the assessments, charges or liens except:

- (a) Properties within the Association including Lots owned by the Declarant which have not been conveyed to a third party (whether or not a completed Living Unit is constructed thereon).
- (b) All Common Areas.
- (e) All property which is dedicated to and accepted by a public authority.

ARTICLE VII. EASEMENTS.

Each Lot shall be subject to the following easements in favor of the Association.

- (a) Every portion of an improvement for utilities upon a Lot which contributes to the support of any other Lot is burdened with an easement of such support.
- (b) Each Lot is burdened with an easement through it for plumbing, wiring, pipes, meters and other facilities for the furnishing of utilities and services, sanitary and storm sewer and water service facilities.
- (c) Each Lot is burdened with an easement of ingress and egress for maintenance, repair and replacement of Common Elements Responsibility by the Association.
- (d) Each Lot is burdened with an easement for common driveway usage with others.
- (e) Each Lot is burdened with an easement for surface drainage for the benefit of all other Lots and the Common Area.
- (f) Each Lot is burdened with easements for public utilities and sidewalks, if any.
- (g) Each Lot is burdened with easements for a fence constructed by the Declarant or the Association and maintained by the Association.
- (h) Any Lot is burdened with any and all recorded easements including, but not limited to, any and all easements reserved, dedicated or shown on the recorded Plat.

ARTICLE VIII. USE RESTRICTIONS.

Section 1. Use of Properties.

The use of the Properties shall be in accordance with and subject to the following provisions:

- (a) A Lot shall be used or occupied for a single family dwelling purposes only.
- (b) Nothing shall be altered in, constructed in, or removed from the Common Area.
- (c) No activity shall be allowed which unduly interferes with the peaceful possession and use of the Lots by the Owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.
- (d) All valid laws, zoning ordinances, and regulation of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the property shall be the same as the responsibility for the maintenance and repair of the property concerned.
- (e) Agents or contractors hired by the Board of Directors of the Association may enter any Lot when necessary, in connection with any installation, repair, removal, replacement or inspection of any Association Common Element, or in connection with landscaping, or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the Owners as practicable.

(f) An Owner shall be liable to the Association for the expense of any maintenance, repair, or replacement to the Common Area or the Association Common Element Responsibility rendered necessary by their act, neglect, or carelessness, or by that of their family, guests, employees, or agents.

(g) Neither the Owners nor the Association nor the use of the Common Area shall interfere with the completion of the contemplated improvements and the sale of the Lots by the Declarant. The Declarant may make such use of the unsold Lots and the Common Areas as may facilitate such completion and sale, including, but not limited to, the maintenance of a model house, the showing of the property and the display of signs.

(h) Police, firemen, emergency units, inspectors and any other public officials or law enforcement agencies shall have the same right of entry onto and the same enforcement powers as to the Common Area as they have with respect to public streets and publicly owned parks and areas.

(i) Small signs may be placed upon any Lot, including 'for sale' signs of the small type normally used by real estate brokers. Signs over 4 foot by 4 foot are not allowed.

(j) No personal property shall be stored or left upon a Lot except within the residential structure or garage location upon the Lot.

(k) No unregistered automobile, boat, snowmobile, recreational vehicle, trailer, or other vehicle may be stored or parked on any Lot or Street unless enclosed in a house or outbuilding. In the event of violation of this provision, the Declarant may, after reasonable notice, remove the unregistered vehicle(s) and equipment and assess the costs of such removal to the Owner of the Lot.

(l) No Lot shall be further subdivided in any manner, except by the Declarant.

Section 2. No Waiver.

Failure of the Association or any Owner to enforce any covenant, condition or restriction, this Declaration, the Articles of Incorporation or Bylaws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

ARTICLE IX. HOME OCCUPATIONS.

Home occupations may be conducted or maintained on any Lot so long as the use does not violate any applicable Warren County ordinances. Nothing contained herein shall be construed or interpreted to affect the activities of the Declarant in the sale of Lots as a part of the development of the Properties.

ARTICLE X. MINIMUM DWELLING FLOOR AREA REQUIREMENTS.

No dwelling shall be constructed or permitted to remain upon any Lot within the development unless it meets the following floor area requirements:

Section 1. One-story dwellings must have a ground floor finished area of not less than 1500 square feet.

Section 2. One and one-half story dwellings must have not less than 1200 square feet of finished area on the ground floor and a total on the ground floor and second floor of not less than 1700 square feet of finished area.

Section 3. Two-story dwellings must have not less than 1000 square feet of finished area on the ground floor and a total on the ground floor and second floor of not less than 2000 square feet of finished area.

Section 4. Split-entry dwellings must have not less than 1200 square feet of finished area directly under the roof and a total finished area of 1700 square feet.

Section 5. Split-level dwellings must have not less than 1200 square feet of finished area directly under the roof and a total finished area of 1700 square feet.

In computation of floor area, the same shall not include any porch, breezeways, garages, attics, cellars, and basements.

ARTICLE XI: DESIGN AND CONSTRUCTION OF HOUSE AND OUTBUILDINGS.

1. No mobile home or manufactured home, as defined in the Code of Iowa, shall be placed upon or erected on any Lot.
2. No more than twelve (12) inches of concrete block, poured concrete, or clay tile foundation shall be exposed on any building and any such exposed materials shall be painted or covered with brick or stone veneer.
3. All Houses or Outbuildings or Improvements of any kind must be completed within twelve (12) months of the commencement date of the construction.
4. All painted surfaces on any House or Outbuilding shall be painted in earth tones.
5. No towers shall be constructed on any lot; however, antenna and satellite dishes are permissible.

ARTICLE XII: HOUSEHOLD PETS AND ANIMALS.

1. Household pets, animals, livestock and poultry may be kept in outbuildings which provide sufficient size to provide stable areas for them.
2. No more than four (4) household pets, animals, livestock, and poultry of any one kind may be kept on any one Lot at any one time.
3. The location, design and construction of the Outbuildings shall comply with the set-back requirement of Warren County.
4. Where the construction of an Outbuilding precedes the onset of the construction of a Dwelling, the Owner shall provide Declarant with a site plan sufficient in detail to assure the building complies with Warren County Zoning standards.

ARTICLE XIII. DECLARANT'S RIGHTS.

Section 1. Declarant reserves the right to use any of the Lots as models or rentals and to sell, assign or conduct other businesses in connection with the construction and development of the Project from any such Lots prior to their being sold. This reservation of right in Declarant includes, but is not limited to, the right to maintain models, erect signs, maintain an office with employees, and to show Lots situated with the Properties then unsold. Declarant retains the right to be considered an Owner of any Lot that remains unsold. Declarant reserves the right to make changes in the location or manner of construction of Buildings or other improvements on the Property including, without limitation, the size, number and location of Lots still owned by Declarant, provided that in all such cases, such changes shall be accomplished in a manner consistent with the applicable laws and ordinances. Declarant reserves the right to enter upon and within any Lot, and Common Area in connection with any construction activity.

Section 2. Without the consent of any other Owners, the Declarant reserves the right to Convey or cause the Association to convey a portion of the Common Area if necessary due to any encroachments thereon by any building.

Section 3. Without the consent of any other Owners, the Declarant may add to the Properties subject to this Declaration which shall be added by an appropriate supplement to this Declaration.


Section 4. Declarant is and shall be responsible for all duties and obligations of establishing the Association and shall have all rights of the Association until the Association is established.

ARTICLE XIV. INCORPORATION.

The Exhibits attached hereto and referred to in this instrument are made a part of this Declaration with the same force and effect as the other provisions of this instrument; provided that, wherever specifically provided, the modification of certain Exhibits shall not be deemed an amendment of this Declaration.

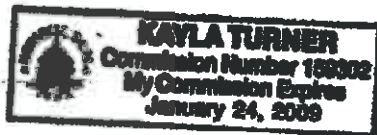
Dated this 3rd day of February, 2006.


DECLARANT:


Mildred Joan McDonald
Trustee of the MJM Trust
Under Trust Agreement, dated 14 March 2005.

STATE OF IOWA :
: ss
WARREN COUNTY :

On this 3 day of February, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Mildred Joan McDonald to me known that they executed the same as their voluntary act and deed.




Notary Public in and for the State of Iowa