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*Use  
FCR  
FOR*

INST. NO. 97-11163  
STORY COUNTY, IOWA  
FILED FOR RECORD

*1130* AM OCT 16 1997 PM  
*Susan L. Vande Kamp*  
SUSAN L. VANDE KAMP, Recorder

Recording Fee \$ 86.00  
Auditor's Fee \$ \_\_\_\_\_

Document Prepared By:  
Deborah S. Krauth, P.O. Box 847, Ames, IA 50010-0847; 515-232-1761

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SOMERSET SUBDIVISION

This Declaration is made this 2<sup>nd</sup> day of October, 1997,  
by Erben A. Hunziker, Trustee of the Erben A. Hunziker Revocable Trust Dated July 28,  
1992; Donald M. Furman and Ruth W. Furman, Co-Trustees of the Donald and Ruth  
Furman Revocable Trust Dated March 1, 1991; and R. Friedrich & Sons, Inc., hereinafter  
referred to as "Declarants."

RECITALS

WHEREAS, the Declarants are sole owners of certain real property in Ames,  
Story County, Iowa, legally described as follows:

A part of the North half of the Northeast Quarter (N 1/2-NE 1/4) of  
Section 33, T84N-R24W of the 5th P.M., Story County, Iowa; described  
as follows:

"Beginning at the Southwest (SW) corner of the Northeast Quarter of  
the Northeast Quarter (NE 1/4-NE 1/4) of Section 33, T84N-R24W  
of the 5th P.M., Story County, Iowa; thence N89°38'-28"E, 21.50 feet  
along the South line of the NE 1/4-NE 1/4 of said Section 33; thence  
N00°10'-15"W, 233.00 feet; thence N89°38'-28"E, 249.24 feet; thence  
S00°21'-32"E, 233.00 feet; thence N89°38'-28"E, 207.53 feet along the  
South line of the NE 1/4-NE 1/4; thence N00°21'-32"W, 570.00 feet;  
thence S89°36'-26"E, 130.00 feet along the South line of the  
NW 1/4-NE 1/4 of said Section 33 to the Point of Beginning."

and

"Commencing at the Southeast (SE) corner of the Northwest Quarter  
of the Northeast Quarter (NW 1/4-NE 1/4) of Section 33, T84N-R24W  
of the 5th P.M., Story County, Iowa; thence S89°36'-26"W, 130.00 feet  
along the South line of the NW 1/4-NE 1/4 of said Section 33, to the

Point of Beginning; thence continuing S89°36'-26"W, 184.25 feet along the South line of the NW 1/4-NE 1/4; thence N00°23'-34"W, 198.00 feet; thence S89°36'-26"W, 174.00 feet; thence S14°37'-26"W, 202.66 feet; thence Northwesterly, along the centerline of Story County Project F-68, Ames-Gilbert 1968, located on F.A.S. Route 438, and along a 818.6 foot radius curve, concave Northeasterly, an arc distance of 1,235.80 feet (the long chord bears N43°07'-40"W, 1,121.72 feet); thence N00°07'-31"E, 505.86 feet along the West line of the NW 1/4-NE 1/4; thence N89°27'-46"E, 2,605.21 feet along the North line of the N 1/2-NE 1/4; Thence S00°28'-42"E, 1,339.10 feet along the East line of the NE 1/4-NE 1/4; thence S89°38'-28"W, 830.75 feet along the South line of the NE 1/4-NE 1/4; thence N00-21'-32"W, 570.00 feet; thence S89°38'-02"W, 609.03 feet; thence S00°21'-32"E, 570.00 feet to the Point of Beginning.";

EXCEPT property titled in the Ames Community School District (see attached Exhibit "A"); and

WHEREAS, the Declarants desire to create a village community with common areas and facilities for the benefit of the community; and

WHEREAS, the Declarants desire to provide for the preservation of the values and amenities in the village community and for the maintenance of the Common Areas and facilities therein and to this end, desire to subject the property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the benefit of the property and each owner thereof; and

WHEREAS, the Declarants have deemed it desirable for the efficient preservation of the values and amenities in the village community to create property owners associations which may hold legal and equitable title to all Common Areas and facilities and to which shall be delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

NOW THEREFORE the Declarants hereby declare that all of the property 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 above-described property or to any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to Somerset Property Owners Association, Inc., its successors, assigns and counterparts.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot (as defined in Section 3 of this Article), but excluding those persons or entities having such interest merely as securities for the performance of an obligation. If a Lot is sold on contract, the owner shall be deemed to be the contract buyer. In the event the contract buyer fails to comply with any of the terms of these Bylaws, the contract seller shall comply with the terms of these Bylaws. As between a contract seller and a contract buyer, there will be only one "owner" per Lot.

Section 3. "Lot" shall mean and refer to any Lot designated by number as shown upon all recorded subdivision maps of the real estate described in the Articles of Incorporation of Somerset Property Owners Association, Inc., except outlots to be designated by letter.

Section 4. "Unit" shall mean and refer to the allocation of votes given to each Lot based on the type of construction thereon. Units shall be assigned as follows:

Detached single family	1 unit
Attached single family	.5 unit
Multiple family	1 unit for each 4 dwellings or a fraction thereof
Commercial (including church, daycare and assisted living)	1 unit for each 2,000 square feet of improvements or a fraction thereof, including first and second floors of buildings

Section 5. "Common Area" shall mean all areas designated as double-lettered Outlots on all recorded subdivision map or maps of the real estate described herein. The Common Area is intended to be used and maintained in a park-like manner for the enjoyment of each owner of a Lot in all recorded subdivisions or resubdivisions of the real estate described in the Articles of Incorporation.

As soon as reasonably practical after a subdivision or resubdivision has been recorded, Erben A. Hunziker, Trustee of the Erben A. Hunziker Revocable Trust, Donald M. Furman, Trustee of the Donald and Ruth Furman Revocable Trust, and R. Friedrich and Sons, Inc., will execute a deed transferring ownership of the Common Area in each subdivision or addition to Somerset Property Owners Association, Inc.

## ARTICLE II

### POWERS IN DECLARANTS

Section 1. Changes in Boundaries and Subdivision. The Declarants reserve the right to make such changes in the boundaries, to create any necessary easements on any Lot not sold to others, and to make changes in the boundaries to or create any necessary easements on the Common Area as they deem advisable. It is further specifically reserved unto the Declarants the right to subdivide any Lot or portion of the property not sold to others.

Section 2. Adding and Removing Property Owned by Declarants. Declarants reserve, and shall at all times have the right, without the consent or approval of any other person to plat or replat the boundaries or dimensions of any Lot or other property owned by Declarants, to increase or decrease or change the size, shape or dimensions of any Lot or other property owned by the Declarants, to designate the Lots or other property owned by Declarants which shall be entitled to the use and enjoyment of any of the Common Area, and to annex additional property which shall have the right to use and enjoy all Common Areas and which may be included in, bound by and subject to the obligations of this Declaration at Declarants' sole discretion.

Section 3. Temporary Administration. Until all memberships have been converted to Class A Memberships, Declarants shall have the right, but shall not have the duty, to act as the sole administrator for the government and administration of the affairs of the Association, and during such period of temporary administration, Declarants shall have the right to exclusively exercise and perform all of the rights, powers, authority, functions and duties of the Association if Declarants shall elect to exercise or perform all or any of the same.

Section 4. Plat Amendment. Declarants preserve the right to amend the Plat, from time to time, to conform the same according to the actual location of any of the improvements and to establish, vacate and relocate easements, access road easements and on-site parking areas.

## ARTICLE III

### PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Areas and that easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created shall be subject to the following:

- a. The right of the Developers and the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage said Common Areas. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such Common Areas, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such Common Areas to a wider public until the mortgage debt is satisfied, whereupon the possession of such Common Areas shall be returned to the Association and all rights of the members shall be fully restored; and
- b. The right of the Association to take such steps as are reasonably necessary to protect the above-described Common Areas against foreclosure; and
- c. The right of the several Associations, as provided in their Articles and Bylaws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty days for any infraction of its published rules and regulations if any exist; and
- d. The right of the Associations to charge reasonable admission and other fees for the use of the Common Areas; and

- e. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such deduction or transfer, determination as to the purposes or as to the conditions, shall be effective unless an instrument signed by members entitled to cast two-thirds of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action is sent to every member at least ninety days in advance of any action taken.

#### ARTICLE IV

##### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Organization. The Declarants have caused, or may elect to cause several Associations to be organized and formed as non profit corporations under the laws of the State of Iowa.

Section 2. Purpose. The purpose of the Associations shall in general be to provide for and promote the health, safety and welfare of the residents of Somerset Subdivision, to collect the assessments and to administer such funds, to provide for the maintenance, repair, preservation, upkeep and protection of the Common Area and the Common Area facilities and improvements and to exercise all rights authorized by and perform all duties imposed by this Declaration, the Articles of Incorporation and Bylaws of the Associations.

Section 3. Directors. The Board of Directors of the Associations shall be initially selected by the Declarants. Each initial Director shall serve until such Director's successor is elected and qualified; however, any Director may resign at any time and, until such time as all Class "B" members are converted to Class "A" members, Declarants shall have the right to remove any Director, at any time, with or without cause by written document sent to the Board.

The Directors shall serve and be elected as set forth in the Bylaws of the several Associations.

Section 4. Every owner of a lot within each addition to Somerset Subdivision shall be a member of the Somerset Property Owners' Association. In addition, owners of lots on which Garden Apartments, Town Homes, Village Apartments, Town Center (commercial), Row House and Village Cottages are constructed shall be members of separate associations. An association shall be established for each category of improvement for the purposes set forth in Article V below.

Section 5. The Associations shall have two classes of voting members:

CLASS "A"

Class "A" members shall be each owner of a lot, with the exception of the original owners, Erben A. Hunziker, Trustee of the Erben A. Hunziker Revocable Trust, Donald M. Furman, Trustee of the Donald and Ruth Furman Revocable Trust, and R. Friedrich and Sons, Inc. Class "A" members shall be entitled to one (1) vote for each unit owned. See Article I, section 4, supra. When more than one person holds an interest in any lot, all such persons shall be members, but the vote attributable to such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one unit.

CLASS "B"

Class "B" members shall be Erben A. Hunziker, Trustee of the Erben A. Hunziker Revocable Trust, Donald M. Furman, Trustee of the Donald and Ruth Furman Revocable Trust, and R. Friedrich and Sons, Inc., and Class "B" members shall be entitled to five (5) votes for each unit owned by them. See Article I, section 4, supra. The Class "B" membership shall cease for lots within a particular addition and be converted to Class "A" membership for voting purposes on the happening of either of the following events, whichever occurs earliest:

- a. When the total votes outstanding in any single addition in the Class "A" membership equal the total votes outstanding in the Class "B" membership in that addition, or
- b. On January 1, 2015.

For assessment purposes, Class "B" members shall retain their status on unimproved lots. When a lot owned by a Class "B" member has been improved, the assessment shall be at the Class "A" rate.

Section 6. Suspension of Voting Rights. The Associations shall have the right to suspend the voting right of any Member if such member is in default in the payment of any assessment or other amount of money due to the Association.

## ARTICLE V

### COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarants 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 assessments; and (2) special assessments for capital improvements, sufficient to pay for the budget and common expenses of the Association. All assessments are to be established and collected as hereinafter provided. All assessments, together with interest, costs and reasonable attorney's fees, shall, to the full extent permitted by law, be a charge on the land and a continuing lien upon the property against which each such assessment is made, the obligation to pay such assessments being a part of the purchase price of each Lot when sold to an owner. An express lien is hereby retained to secure the payment thereof in each such instance and is hereby transferred and assigned to the Association. Such lien shall be superior to any homestead or other exemption provided by law. 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 his successors in title unless expressly assumed by them, but, nevertheless, the lien as to any and all such assessments shall continue to be a lien upon any such Lot.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Associations shall be used exclusively to (1) promote the health, safety, welfare, pleasure, recreation and other non-profitable purposes of the members of the Associations; (2) for the improvements and maintenance of the Common Area; (3) for the payment of common expenses as set forth below; and (4) for other purposes consistent with this Declaration.



All members shall be assessed for the following purposes:

Landscape and other ground, sidewalk and bike path maintenance and replacement for all common areas including parks, detention areas, detention pond, fountain and structures, Stange Road median and the Stange Road Crescent on Stange Road. Where any property abuts an alleyway, the Lot owners shall pay their proportionate share of snow and ice removal on the alleyway.

In addition to this assessment, persons residing in Garden Apartments, Town Homes, Village Apartments, Town Center (commercial), Row House and Village Cottages shall be separately assessed as follows:

- A. All owners of a Garden Apartment shall be assessed for the following purposes:

Maintenance of all exterior walks, bike paths, parking, signs, street lights on private streets, landscaping and snow and ice removal of private streets, parking and walks as well as the alley on the Eastern Boundary.

- B. All owners of a Town Home shall be assessed for the following purposes:

Maintenance of all exterior walks, bike paths, parking, signs, street lights on private streets, lawn maintenance and snow and ice removal on private streets, walks, alleys and parking. Each owner will be responsible for all other maintenance, repair and replacement of all improvements except public alleys.

- C. All owners of a Village Apartment shall be assessed for the following purposes:

Lawn maintenance, snow and ice removal for any public alley that abuts their property, private parking and walks. Each owner will be responsible for all other maintenance, repair and replacement of all improvements except public alleys.

- D. All owners of Town Center (commercial) shall be assessed for the following purposes:

Maintenance and repair of all landscaping, private streets, walks and parking and parking lots. They will also be responsible for snow and ice removal on private parking, walks and drives only. Each owner will be responsible for all other maintenance, repair and replacement of all improvements except public alleys.

- E. All owners of a Row House shall be assessed for the following purposes:

Lawn maintenance and snow removal on alleys abutting, private drives, walks and parking. Each owner will be responsible for all other maintenance, repair and replacement of all improvements except public alleys. The association shall oversee and maintain a unified exterior appearance.

- F. All owners of a Village Cottage shall be assessed for the following purposes:

Snow and ice removal for any public alley that abuts their property, private drives, walks and parking, and lawn maintenance. Each owner will be responsible for all other maintenance, repair and replacement of all improvements except public alleys.

At the time of the filing of the final plat for each addition to Somerset Subdivision, there shall be placed of record a document indicating the category into which each lot falls for purposes of Association assessments.

Section 3. Maximum Annual Assessment. The annual assessment for the Somerset Property Owners Association going to all property owners, but not including the assessments for the specific types of property listed above, shall be as follows:

- A. Class "A" Members: The annual assessment shall not be more than \$100.00 per unit and not less than \$30.00 per unit, as determined by the Board of Directors.

- B. Class "B" Members: The annual assessment shall not be more than \$15.00 per unit and not less than \$10.00 per unit, as determined by the Board of Directors.

The annual assessment for Class "A" members shall commence thirty (30) days after the Class "A" member's deed for a lot has been recorded. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The annual assessment for Class "B" members shall commence thirty (30) days following the recording of the final plat for an addition.

The annual assessment for purposes of the specific subdivisions within the Association shall be as set forth in the by-laws for each association.

Section 4. Increases Without Member's Vote. From and after January 1st of the first year following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 7 percent above the maximum assessment for the previous year, all without a vote of the members.

Section 5. Increase With Member's Vote. From and after January 1st of the first year following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 7 percent by a vote of two-thirds of the voting interest of the members of the Association who cast votes at the meeting called for the purpose of consideration of such increase above 7 percent.

Section 6. Special Assessments for Capital Improvement. In addition to the annual assessments authorized above, the Associations may levy, in any assessment year, a special assessment applicable to that year, only for the purpose of defraying, in part or in whole, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, upon the common area, provided that any such assessment shall have the consent of two-thirds of the voting interest of the members of the Association who cast votes at the meeting called for the purpose of consideration of such capital improvements.

Section 7. Notice and Quorum for Any Action Authorized Under Sections 5 and 6. Written notice by regular mail of any meeting called for the purpose of taking any action authorized under Sections 5 and 6 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members in person or by proxy entitled to cast 60 percent of all votes of each class of membership shall constitute a quorum. If the

required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Notice of Assessments. Written notice of the annual assessments shall be sent to every owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Board of Directors setting forth whether the assessment on a specified lot has been paid. Assessments as to all lots must be paid annually unless the specific Association requires monthly payments.

Section 9. Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date of the same at the rate in effect on the due date which is no higher than 3 percent above the interest rate paid by the U.S. Government on a one year Treasury Bill. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or escape liability for the assessments provided for herein by abandonment of the lot. The Board of Directors of the Association may cause a lien to be placed against any lot for nonpayment of assessments as follows:

- a. A fifteen (15) day written notice of said delinquency shall be given to the lot owner.
- b. If the delinquent assessment is not paid within fifteen (15) days, a Notice of Nonpayment of Assessment may be served on the lot owner in the same manner as an Original Notice setting forth the name of the lot owner, the lot number, the unpaid assessment and the costs of serving the Notice, plus reasonable attorney fees. If the assessment is not paid in thirty (30) days after the Notice is served, the said Notice, together with proof of service and affidavit of nonpayment, may be filed in the County Recorder's office, Story County, Iowa, and from and after the date the documents are recorded, the amount set out in the Notice shall constitute a lien against the lot described in the Notice and the lien has been then perfected. At any time after the lien is perfected, the Association may implement any proper legal means to foreclose the lien or to collect the amount due.

- c. The Board may take any action at law or in equity against a lot owner for nonpayment of assessments and may recover the assessment, reasonable attorney fees, court costs, interest and charges.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any 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 assessment 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.

## ARTICLE VI

### ARCHITECTURAL CONTROL COMMITTEE

The Board of Directors of the Somerset Property Owners Association shall employ an architect or committee which shall approve or deny any construction within the additions to Somerset Subdivision.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, Declarants or any owner shall have the right to enforce, by any proceedings at law or in equity, any restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarants or 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.

Section 2. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

Section 3. Binding Effect. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-one (21) years from the date this Declaration is recorded. The covenants and restrictions may be extended for an

additional twenty (20) years at any time during the current twenty-one (21) year term as provided below. This Declaration may be amended by Declarants as provided above or may be amended during the first twenty-one (21) year period by an instrument signed by owners of at least ninety percent (90%) of the Lots and Declarants if they still hold title to any Lot. After the initial twenty-one (21) year term, this Declaration may be amended by an instrument signed by owners of at least seventy-five percent (75%) of the Lots and the Declarants if they still hold title to any Lot. Any amendment must be recorded.

Section 4. Filing a Verified Claim. The owner of any Lot is empowered and authorized to file a verified claim with the Story County Recorder, Nevada, Iowa, at any time prior to the expiration of the current twenty-one (21) year term during which the covenants and restrictions are in force pursuant to the procedure, form and manner set forth in Section 614.24 of the 1996 Code of Iowa. The filing of such verified claim by any Lot owner shall cause said covenants and restrictions to be extended for an additional twenty (20) year term for all property covered by this Declaration, from and after the expiration of the current twenty-one (21) year term. Covenants and restrictions may be extended thereafter for any number of additional twenty (20) year periods from and after the expiration of the current twenty (20) year period by following the same procedure of filing a verified claim pursuant to Section 614.24 during the twenty (20) year period then in existence.

Section 5. Notice. Any notice required to be given under the provisions of this Declaration shall be given by regular mail or by hand delivery.

Section 6. Sale. Any owner who shall sell, convey or dispose of his or her interest in any Lot shall notify the Association of such sale within thirty (30) days and furnish a copy of said deed or contract along with the name of the new owner. The owner who shall sell or dispose of his or her interest shall turn over and assign to the new owner his or her vote in the Association and his or her copy of the Declaration and Articles of Incorporation to the Association.

Section 7. Right to Assign. The Declarants may, by appropriate instrument, assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by the Declarants, and upon such assignment or conveyance being made, their assigns or guarantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges and any one or more of them at any time or times in the same way and manner as those directly reserved by them or in this instrument.

Erben A. Hunziker

Erben A. Hunziker, as Trustee of  
the Erben A. Hunziker Revocable  
Trust dated July 28, 1992

STATE OF IOWA, STORY COUNTY, ss:

On this 2nd day of October, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Erben A. Hunziker, as Trustee of the Erben A. Hunziker Revocable Trust dated July 28, 1992, as to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.



Susan K. Olson  
Notary Public in and for the State of Iowa

Donald M. Furman

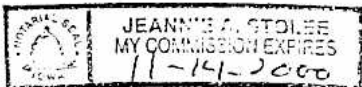
Donald M. Furman, as Trustee of the  
Donald and Ruth Furman Revocable  
Trust dated March 1, 1991

Ruth W. Furman

Ruth W. Furman, Trustee of the  
Donald and Ruth Furman Revocable  
Trust dated March 1, 1991

STATE OF IOWA, STORY COUNTY, ss:

On this 3rd day of October, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Donald M. Furman and Ruth W. Furman, as Trustees of the Donald and Ruth Furman Revocable Trust dated March 1, 1991, as to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that the persons, as the fiduciaries, executed the instrument as the voluntary act and deed of the persons and of the fiduciaries.



Jeannie A. Stolee  
Notary Public in and for the State of Iowa

R. Friedrich & Sons, Inc.

By *Reinhard K. Friedrich*  
Reinhard K. Friedrich, President

By *Robert K. Friedrich, Jr.*  
Robert K. Friedrich, Jr., Vice President

STATE OF IOWA, STORY COUNTY, ss:

On this 2<sup>nd</sup> day of October, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Reinhard K. Friedrich and Robert K. Friedrich, Jr., to me personally known, who being by me duly sworn, did say that they are the President and Vice President, respectively, of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Reinhard K. Friedrich and Robert K. Friedrich, Jr., as such officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



*Jeannie A. Stolee*  
Notary Public in and for the State of Iowa



**EXHIBIT "A"**

Lots One (1) and Two (2), Somerset Subdivision First Addition, Ames, Story County, Iowa