

**DECLARATION OF RESTRICTIONS AND REGULATIONS
FOR
EVIDENCE POINT**

This declaration is made on this _____ day of _____, 2003,
by WORD CENTER MINISTRIES, INC., hereinafter called "Developer".

ARTICLE I

STATEMENT OF INTENT

Developer owns the real estate commonly known as Evidence Point in Pottawattamie County, Iowa, as more specifically identified in the Addendum to this Declaration. Developer desires to provide for the preservation of values in the development of said facilities, and, therefore, desires to subject said real estate regulations, restrictions, easements, charges, and liens hereinafter set forth which are for the benefit of said property. In connection with the maintenance of certain portions of said real estate, it is the intent and desire of Developer to incorporate the EVIDENCE POINT HOME ASSOCIATION, INC., as a not for profit corporation, which Association shall have powers of maintaining and administering the common properties and facilities and enforcing the regulations and restrictions and collecting and disbursing assessments and charges.

Therefore, the Developer hereby declares that the subject real estate be held, sold, conveyed, and occupied subject to the regulations, restrictions, easements, charges, and liens hereinafter set forth, 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 which shall inure to the benefit of each owner thereof.

ARTICLE II

DEFINITIONS

For the purpose of these Restrictions, the following words shall be defined as follows:

- (1) "Regulations" shall mean and refer to all rules, regulations, restrictions that the Lot Owner has agreed to uphold, abide by, and remain subject to while owning a Lot in Evidence Point. Lot Owners are making a commitment to reasonably maintain all regulations listed herein.
- (2) "The Properties" shall mean and refer to all such existing properties as are subject to this Declaration and any addition to the residential community known as Evidence Point which developer may in its discretion make subject to this Declaration as hereinafter set forth.

- (3) "Lot" shall mean and refer to any separately owned parcel as may be shown by any recorded subdivision plat of the Properties. Where the context indicates or requires, the term "Lot" includes any structure on the Lot.
- (4) "Residence" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.
- (5) "Lot Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title, to any lot situated upon the Properties. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation, unless such person or entity has acquired title pursuant to foreclosure or upon proceeding instead of foreclosure. Lot owner shall include Developer.
- (6) "Developer" shall mean and refer to WORD CENTER MINISTRIES, INC., its successors and assigns.
- (7) "Outbuilding" shall mean an enclosed, covered structure not directly attached to the Residence to which it is appurtenant.
- (8) "Homes Association" shall mean Evidence Point Homes Association, Inc., the Iowa not-for-profit corporation to be formed by the developer for the purpose of serving as the Homes Association for the Properties.
- (9) "Board of Directors" shall mean the Board of Directors of the Homes Association as set forth in the Homes Association's Articles of Incorporation and By-Laws.
- (10) "Front Property Line" shall mean the property line of any Lot abutting the right-of-way of any street.
- (11) "Exterior Structure" shall mean any structure erected or maintained on a Lot other than the main residential structure or any structural component thereof, including but not limited to any outbuilding, fence, privacy screen, boundary wall, bridge, patio enclosure, tennis court, swimming pool, hot tub, basketball goal, swing set, trampoline, sand box, playhouse, tree house, or other recreational or play structure.

ARTICLE III

SECTION 1:

Use of Land:

None of the Lots may be improved, used or occupied for other than single-family private residential purposes, and no duplex, flat, or apartment house, although intended for

residential purposes, may be erected thereon. No Lot shall be further subdivided. No residential building which has previously been at another location shall be moved onto the Lot. No trailer, outbuilding or exterior structure erected on any Lot shall at any time be used for human habitation; provided, however, that nothing herein shall prevent the Developer from erecting temporary buildings and using such temporary buildings or any residence for model, office, sales, or storage purposes during the development of the Properties.

SECTION 2:

Setback Lines:

No part of any residence, except hereinafter provided, may be erected or maintained on any of the Lots nearer to the front of the street than one-hundred (100) feet, nor nearer the side Lot line than fifty (50) feet, nor nearer the rear lot line than two-hundred (200) feet. Provided however, that WORD CENTER MINISTRIES, INC., shall have and does hereby, reserve the right with the consent in writing of the record owner of the fee simple title to any such Lot to change any building line on any such Lot or Lots, so long as the change conforms to such front, rear and side setback lines as are contain in the Pottawattamie County, Iowa Zoning Ordinances as the same is now enforced or may hereafter be amended.

SECTION 3:

Dwelling Size:

1. Residence designed for construction on Lots in Evidence Point will be required to have the following minimum square footage, whenever practicable in light of the unique topography, existing trees and other native growth, and the other provisions of these regulations, conditions, and restrictions, to-wit:
 - a. One-story residences: 1700 square feet of enclosed floor area will be required on the ground level.
 - b. One and a half story residences: 2100 square feet of enclosed floor area will be required above the basement level, with at least 1400 square feet of enclosed floor area required n the first floor.
 - c. Two story residences: 2200 square feet of enclosed floor area will be required above the basement level, with at least 1100 square feet of enclosed floor area required on the first floor.
 - d. Bi-level and Split-level residences: 2200 square feet of finished living area will be required, with at least 1700 square feet of enclosed floor area required on the first floor.
 - e. Split entry residences: A minimum of 2200 square feet of enclosed floor area will be required.
2. The phrase "enclosed floor area" as used in this Section shall include in all cases areas on the first and second floor of the Residence enclosed and finished for all-year occupancy computed on outside measurement of the Residence, and shall not include any area in any basement, garage, porch, or attic finished for all year occupancy and further shall not include any area in any basement, garage, porch, or attic finished or unfinished. No residence erected on any of said Lots

shall be more than two stories in height, unless consented to in writing by Developer or its designee. Developer, or its designer, shall have and hereby reserves the right to reduce the floor area requirement set forth above, provided the total reduction for any one residence may not exceed twenty (20) percent of such minimum floor area requirements for such residence.

3. Each residence shall include at least an attached two-car garage.

SECTION 4:

Approval of plans and post-construction changes:

1. No Residence or Exterior Structure may be erected upon any lot unless and until the building plans, specifications, exterior color scheme, materials, location, elevation, grade, and landscaping thereof have been submitted to and approved in writing by the Developer or, in the case of delegation of such approval power by the Developer as provided herein, the Board of Directors of the Home Association. No structures shall be moved onto any lot. No earth-berm homes, earth homes, dome homes, A-frame homes or any other unconventional residences shall be built upon any lot. Nor shall any change or alteration in such building plans, specifications, exterior color schemes, materials, locations, elevation, grade, and landscaping thereof be made until such change or alteration has been submitted to and approved in writing by the Developer, or its designee. Nor shall any change or alteration in such elevation, grade and landscaping be made unless such change or alteration is in conformance with Pottawattamie County, Iowa Zoning Ordinances.
2. Following the completion of construction of any Residence or Exterior Structure, no exterior colors or landscaping thereof or with respect thereto shall be changed and no exterior additions or alterations to any structure shall be made unless and until the changes have been submitted to and approved of in writing by the Developer, or in the case of delegation of such approval power by Developer as provided herein, the Board of Directors of the Homes Association. All replacement of all or any portion of a structure because of age, casualty loss or other reason, including, without limitation, roofs, siding, shall be of the same material as the original structure unless the changes have been submitted to and approved in writing by the Developer, or in the case of delegation of such approval power by Developer as provided herein, the Board of Directors of the Homes Association.
3. No building, fence, wall, or other structure, shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition to, change or alteration therein, be made until the plans, specifications, and plot plan showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by the Developer, or its designee. All such plans and specifications shall be submitted to the Developer.

Evidence Point is composed of in part of eight (8) building Lots which have been developed expressly for residential purposes and the construction of Residences. The primary purpose of design and other controls is to protect and preserve the value of the Residences in EVIDENCE POINT for the benefit of both the individual Lot Owners and the public in general. These controls are not to be viewed as a means for suppressing expressions of individuality nor as a mere land restriction. A secondary purpose of the design and other controls are to protect the Developers financial investment in the unsold Lots.

4. The drainage system designed in the approved plat, or as may be installed, may not be altered or interfered with in any manner. Each individual Lot Owner is to take all steps necessary to reasonably and adequately regulate the drainage from their Lot and to control unreasonable and undesirable erosion.
5. The construction and landscaping of each Residence shall be completed within twelve (12) months from the date the construction of the Residence's foundation is commenced. Excess dirt resulting from excavation done on any Lot shall be hauled from the Lot or used in landscaping the Lot within the construction time period. All excavation or alteration of the existing topography and native growth will be done in a manner such that the natural drainage or designated drainage is not altered to such an extent that unreasonable or undesirable drainage or erosion results. Improvements not so completed, or upon which construction has ceased for ninety (90) consecutive days, or which have been partially or totally destroyed and not rebuilt within twelve (12) months shall be deemed nuisances. Developer or the Homes Association may removed any such nuisance or repair or complete the same at the cost of the Lot Owner.
6. Construction of the Residence on the Lot shall commence not later than twenty-four (24) months after the conveyance of title from the Developer to Lot Owner. This period of twenty-four (24) months shall be binding upon subsequent purchasers of any Lot, and shall run from the initial conveyance from the Developer and shall not be extended without the written consent of the Developer or its designee. If construction is not commenced within twenty-four (24) months after the initial conveyance of title from the Developer, then Developer shall have the right, at its option, to repurchase the Lot from the Lot Owner for the original price the Lot Owner paid to Developer for the original purchase, less ten (10) percent of the total original price. Developer may exercise this option at any time after the expiration of twenty four (24) months from the date of the initial conveyance of title form the Developer, so long as construction has not been commenced. Additionally, Developer shall have the first right of refusal to purchase any Lot if the Lot Owner desires to sell such Lot within the twenty-four (24) months following the initial conveyance from Developer. During this period, Lot Owner shall give Developer immediate written notice of any accepted offer to purchase the Lot, and Developer shall have thirty (30) days after date of the Notice to exercise its right of first refusal hereunder, by tendering its offer to purchase to Lot Owner, on substantially the same terms and

conditions of the prior accepted offer. If Developer does not exercise this first right of refusal to purchase within the thirty (30) day period, this right shall terminate and Lot Owner may proceed to sell the Lot pursuant to the prior accepted offer. All options and first rights of refusal hereunder shall terminate upon completion of construction of the Residence on the Lot.

7. Material and equipment used during the construction and landscaping process will be stored and maintained on the Lot in an orderly manner and discarded materials, rubbish and unneeded equipment will be removed from the Lot weekly. Construction and landscaping activities will be confined to the Lot on which the construction is in process.
8. If a Lot Owner intends to hold title to any Lot without constructing a Residence thereon, the Lot Owner shall first obtain the approval of the Developer, or its designee, to avoid compliance with paragraph "6" of this section.
9. Approvals and/or consents required by these covenants shall be solely the function of Developer. Developer may, at its option, delegate all or any part of the function of control to the Board of Directors of the Homes Association. If such delegation is made, control shall be the function and obligation of the Board of Directors of the Homes Association, and it may not be delegated to a separate control committee or other similar group. Any such delegation by Developer of all or part of its control function to the Board of Directors shall not be effective unless done in writing and signed by a person authorized to act on behalf of Developer.

SECTION 5:

Building Material Requirements:

Exterior walls of all buildings, structures and appurtenances thereto shall be made of brick, stone, stucco, wood shingles, wood siding, wood paneling, glass blocks, or any combination thereof. Windows, doors, and louvers shall be of wood, fiberglass or metal and glass. Roofs shall be covered with wood shingles, wood shakes, slate or tile.

Exterior walls and roofing that is not consistent with these specifications must be submitted to and approved in writing by Developer, or its designee prior to the placement of said walls or roofing on any Residence. Exteriors, except roofs and shake sidewalls, shall be covered with no less than two coats of good paint or stain. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in damaged condition longer than three (3) months.

Utilities, Service, and Access:

All sewage and septic systems on each Lot shall comply with the applicable State and Local Ordinances and Regulations. Each Lot Owner shall be responsible for any expenses related to the provision of sewage and septic systems and private water

wells. Additionally, each Lot Owner shall be responsible for any expenses related to the extension of utility services to their individual Residence from the main utility lines already provided by Developer. Each Lot Owner shall also be responsible for any expenses related to providing vehicular access to their Lot from the dedicated platted streets.

SECTION 6:

Buildings or Uses Other Than for Residential Purposes: Noxious Activities:

Miscellaneous:

1. Except as otherwise provided in Article 3, Section 1 above, no Residence or Exterior Structure shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot, provided, however that this restriction shall not prevent Lot Owner from maintaining an office area in his or her residence which is not his or her principal place of business.
2. No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes, or other refuse be thrown, placed or dumped upon and Lot or be permitted to accumulate or remain on any Lot, except such compost facilities as may be approved by Developer, or its designee, in writing, nor shall anything be done by which may be or become an annoyance or a nuisance to the neighborhood, including but not limited to mechanical work on an automotive or other equipment of any kind. Each Lot Owner shall properly maintain his or her Lot in a neat, clean, orderly fashion. All Residences and Exterior structures shall be kept and maintained in good condition and repair at all times. Developer retains the right to keep and maintain such materials equipment, as it deems reasonably necessary to further development of this and any other property owned by Developer.
3. No incinerator or trash burner shall be allowed on any Lot, no fuel tank shall be permitted to remain outside of any Residence, and, except on pick up days, no garbage or trash shall be permitted outside of any dwelling unless with an area that is fully screened from view from any adjoining street or Lot as shown on the plat.
4. No Lot Owner shall use, suffer or permit any person or persons in any manner whatsoever, to use Owner's Lot for any purpose in violation of the laws and regulations of the United States, the laws and regulations of the State of Iowa, or any ordinances and regulations of Pottawattamie County, Iowa, or any other lawful authority. No Lot Owner shall use, suffer or permit any person or persons in any manner whatsoever, to use Owner's Lot for any purpose which will constitute an unreasonable and improper invasion upon the quiet use and enjoyment of any other Lot Owner's property. Each Lot Owner shall maintain Owner's in a clean and wholesome condition and all health and police regulations shall in all respects and at all times be fully complied with by the Lot Owner so as to prevent noxious and offensive activities or conditions which could constitute a public or private nuisance.

SECTION 7:

1. All Lots, whether occupied or unoccupied, and any improvements placed thereon shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. If not so maintained, Developer or the Homes Association shall have the right, through its agents and employees, to do so, the cost which shall be added to and become an assessment to which the Lot is subject. Neither Developer, the Homes Association nor any of its agents, employees or contractors shall be liable for any damages which may result from any maintenance work as performed.
2. No vehicles, including but not limited to, trailers, buses, campers, motor homes, recreational vehicles, boats, trucks, motorcycles, or commercial vehicles or any similar apparatus shall be parked, maintained or stored on any Lot. All said vehicles shall be parked, maintained and stored inside the Residence or other Outbuilding and shall not be parked on the street. It is the intent of the parties hereto that all automobiles and vehicles shall be kept in an enclosed garage whenever possible. No motorized vehicles shall be operated on any Lot or within the entire boundaries of Evidence Point at any time other than in the street or in the driveways. No all terrain vehicles shall be operated in the entire boundaries of Evidence Point at any time.
3. No television, radio, citizens band, short wave or other antenna, solar panel, windmill, wind driven electrical generating system, sun energy system, clothes line or pole, or other unsightly projection shall be attached to the exterior of any Residence or erected on any Lot. No cell phone towers shall be erected on any Lot. Any satellite dish placement shall be approved in writing by Developer or its designee prior to placement. Should any part or all of the restrictions set forth in the preceding sentence be held by a court of competent jurisdiction to be unenforceable because it violates the First Amendment or any other provision of the United States Constitution, or for any other reason, the Developer, or its designee, shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the neighborhood and any such rules and regulations shall be binding upon all of the Lots. No lights or illuminations shall be higher than the Residence.
4. All garage doors shall remain closed at all times except when necessary for entry or exit.
5. No garage sales, sample sales or similar activities shall be held within the Properties without the written consent of the Developer, or its designee.
6. No mailbox or stand therefor shall be erected or installed without prior approval of style, material, construction, and location being granted by the Developer, or its designee.

7. No speaker, horn, whistle, siren, bell, or other sound device, except intercoms and those used exclusively for security purposes, shall be located, installed, or maintained upon the exterior of any Residence or on any Lot.
8. All public utilities and services on all Lots shall be underground.
9. In the event of vandalism, fire and windstorm or other damage, no Residence or Exterior Structure shall be permitted to remain in a damaged condition for longer than three (3) months.
10. No exterior Christmas lights, or stringed lights and/or decorations may be erected or maintained on any of the Lots at any time.
11. All dogs and/or pets shall be confined to their Owner's Lot. No dogs and/or pets shall be allowed to run at large in Evidence Point.
12. No greenhouses may be constructed or maintained on any of the Lots hereby restricted, without prior consent in writing by Developer or its designee.
13. No air conditioning apparatus or unsightly projections shall be attached or affixed to the front of any residence.
14. No bright light (Mercury Vapor or Sodium or any such thing) shall be placed on the exterior of any structure or constructed separately without the written consent of the Developer, or its designee.
15. Each Lot Owner shall keep drainage ditches, culverts, and swales located on his or her Lot free and unobstructed and in good repair and shall provide for the installation of such culverts upon his or her Lot as may be reasonably required for proper drainage.
16. Neither the Developer, its designee, nor any Lot Owner shall allow or permit hunting or the discharge of any firearms within the entire boundaries of Evidence Point.

SECTION 8:

Exterior Structures:

1. No Exterior Structure including, but not limited to, any Outbuildings shall be erected upon, moved onto or maintained upon any Lot except (i) with and pursuant to the advance written approval of the developer or its designee, and (ii) in compliance with the additional specific restrictions set forth in section 7; provided, however, that the approval of the Developer, or its designee, shall not be required for any deck, gazebo, or similar Exterior Structure that has been specifically approved by the Developer, or its designees, as part of the residential construction plans approved by the developer, or its designee, and has been built in accordance with such approved plans.

2. All residential fence and privacy screens (other than those installed by Developer) shall be consistent with the standard designs, heights, materials, and location to be approved by the Developer, or its designee. Fences and walls shall not obstruct the scenic view of any Lot. Fences and walls will be permitted only with the approval of the developer or its designee.
3. All basketball goals shall be freestanding and not attached to the Residence unless the Developer, or its designee determines that there are compelling reasons for the basketball goal to be attached to the Residence. All basketball goals shall be consistent with the standard designs and materials to be selected by the Developer or its designee. All backboard shall be clear or white and made of fiberglass, plastic or other approved materials. All poles shall be earth tone color. There shall be no more than two basketball goals per Lot. The location of each goal shall be approved by the Developer or its designee.
4. The design, materials, and location of all recreational and play structures shall be approved by the developer or its designee.
5. No above ground swimming pools shall be permitted. All pools and hot tubs will be permitted only with the approval of the developer or its designee. All pools and hot tubs shall be fenced with privacy fencing that must meet the approval of the Developer. All pools and hot tubs shall be kept clean and maintained in operable condition.
6. No Outbuilding shall be erected until approved in writing by Developer or its designee as outline herein. If an unattached structure is approved for a Lot, the design, materials, location, size, and construction shall be as approved in writing by the Developer or its designee as outlined herein.
7. No dog runs shall be permitted on any Lot.

SECTION 9:

Animals:

No animal of any kind shall be raised, bred or kept on any Lot, except that up to two (2) dogs, cats or other household pets may be kept, not more than two (2) total pets, as long as they are in compliance with the Pottawattamie County, Iowa Zoning Ordinances as the same is now enforced or may hereafter be amended. Under no circumstances are any poultry, including but not limited to chickens, ducks, geese, exotic birds or turkeys, or horses, donkeys, reptiles, mules, sheep, goats, cows, llamas, alpacas, or any members of the swine family, to be raised, bred or kept as pets on any Lot.

SECTION 10.

Driveways:

All driveways must be improved with some surface material whether asphalt, concrete or gravel, otherwise consisting of materials approved in writing by Developer or its designee, at no time shall any Lot have a dirt only driveway. All such driveways shall be

limited to service of the primary Residence on the Lot, unless otherwise approved in writing by the Developer or its designee.

SECTION 11.

Signs:

No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any Lot without the consent, in writing, of Developer, or its designee; provided, however, that permission is hereby granted for erection and maintenance of not more than one advertising board on each Lot or tract as sold and conveyed, which advertising board shall not be more than seven (7) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the Lot or tract upon which it is erected. Developer, for itself and its designee, reserves the right to install and maintain any entrance/identification signs for the Properties on Lots 22 and 53.

SECTION 12.

Landscaping, Lawns, and Trees:

Prior to occupancy, and in all events within five (5) months after commencement of construction, all front and back lawns, including all areas between each Residence and any adjacent street, regardless of the distance and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully seeded and shall remain fully seeded at all times thereafter; provided, however, that a Lot Owner may leave a portion of the Lot as a natural area with the express written permission of the Developer or its designee. All vegetable gardens shall be located in the back yard. The Owner of each Lot shall keep the lawn uniformly mowed and clipped with a length of grass not to exceed four (4) inches and shall properly maintain and replace all trees and landscaping. Noxious weeds and plants shall be kept reasonably mowed and dead or unsightly growth shall be removed from all improved Lots. Trees over six (6) inches in diameter (measured at a point two feet above ground level) may be removed from the Lots only with the approval of the Developer or its designee. The plans submitted to the Developer, or its designee, pursuant to the provisions of the Declaration, must identify each tree proposed to be removed.

SECTION 13.

Easements for Public Utilities; Drainage; Maintenance:

The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give or grant rights-of-way or easements and rights-of-way shown on the recorded plat of the Properties. All utility easements and rights-of-way shall inure to the benefit of all utility companies, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of all Lot Owners in the Properties and the Homes Association as a cross-easement for utility line or service maintenance.

The Developer shall have and does hereby reserve for itself, its successors and assigns, and easement over and through all unimproved portions of each Lot in the Properties for the purpose of performing the duties of the Homes Association.

ARTICLE IV

HOMES ASSOCIATION

SECTION 1.

Every Lot Owner shall be deemed to have a membership in the Homes Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration.

SECTION 2.

The Association shall have two classes of voting membership:

Class A:

Class A members shall be all Lot Owners, with the exception of Developer (WORD CENTER MINISTRIES, INC.), and shall be entitled on all issues to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine and advise the secretary prior to any meeting. In no event shall more than one (1) vote be cast with respect to any Lot. In the absence of agreement by multiple owners of a Lot, that Lot's vote shall be suspended if more than one (1) person seeks to exercise it.

Class B:

The Class B member(s) shall be Developer WORD CENTER MINISTRIES, INC., its successors and assigns) and shall be entitled to eight (8) votes for each Lot owned.

SECTION 3.

Articles of Incorporation and Bylaws:

Except as specifically set forth in this Declaration, all provisions applicable to notice, voting and quorum requirements for all actions to be taken by the Homes Association shall be set forth in its Articles and Bylaws. In any event, if any provisions set forth in this Declaration applicable to notice, voting and quorum requirements are in conflict with any provisions of Iowa law applicable to not-for-profit corporations on the date of this Declaration, or at any time after said date, the applicable provisions of Iowa law shall control.

ARTICLE V

GENERAL PROVISIONS

SECTION 1:

Property Subject to this Declaration:

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration of the date of the Declaration is that property more specifically identified in the Addendum to this Declaration.

SECTION 2:

Duration:

The regulations and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer, or its successors and assigns, or by the Lot Owner of any real estate subject to the Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said regulations shall be automatically extended for successive periods of five (5) years, unless an instrument signed by the Lot Owners of two-thirds of the Lots has been recorded, agreeing to change said regulations and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless written that no such agreement to change shall be effective unless written notice of the proposed Agreement is sent to every Lot Owner at least sixty (60) days in advance of any action taken.

SECTION 3:

Notices:

Any notice required to be sent to any member or Lot Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as a member or Lot Owner on the records of the Developer or Homes Association at the time of such mailing.

SECTION 4:

Enforcement:

Enforcement of these regulations and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both and against the land to enforce any lien created by these regulations, and failure by the Homes Association or any Lot Owner to enforce any regulation or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 5:

Severability:

In the event any one of these regulations or restrictions are held invalid by a judgment or court order, this shall in no way effect any other provisions which shall remain in full force and effect.

SECTION 6:

Amendment:

By written consent of the Lot Owners of the properties within the subdivision as then constituted, evidenced by a Declaration duly executed and acknowledged by such Lot Owners and recorded in the Office of the Recorder of Pottawattamie County, Iowa, this instrument may be modified and amended.

SECTION 7:

Insurance:

The Board of Directors of the Homes Association shall obtain and maintain, to the extent reasonably available, such forms, types and amounts of insurance coverage as the Board of Directors, in its discretion, deems advisable. Types of insurance the Board of Directors may obtain include, but are not limited to, casualty insurance to cover damage or loss up to the replacement cost of improvements located upon real estate owned by the Homes Association, by reason of fire or other hazard covered by a standard extended coverage endorsement; casualty insurance to cover such other risks as shall customarily be covered with respect to property similar in construction, location, and use; public liability insurance; worker's compensation insurance to the extent necessary to comply with any applicable law; a legal expenses indemnity endorsement, or its equivalent, affording protection for the officers and directors of the Homes Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment, or cause of action to which any such officer or Director shall have been made a party by reason of his or her services as such; fidelity insurance against dishonest acts on the part of directors, managers, trustees, employees or volunteers; and other such policies of insurance, if authorized by applicable Iowa law and by the Board of Directors of the Homes Association.

SECTION 8:

Developer Approval/Content:

Notwithstanding anything to the contrary, whenever the approval or consent of the Developer, or its designee, is required for any action, such approval or consent shall be in writing and be signed and dated by the Developer or its designee. Any approval or consent not in writing as required herein shall be unenforceable.

SECTION 9:

Obligation of Developer:

No responsibility, liability, or obligation shall be assumed by or imposed upon Developer, or its designee, by virtue of the authority granted to Developer in this Declaration, or as a result of any act or failure to act by Developer, or its designee, with respect to any proposed improvement.

SECTION 10:

Grantee's Acceptance:

Each grantee or purchaser of any Lot shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent owner of such Lot, accepted such deed or contract upon and subject to

each and all of the provisions of this Declarations of Restrictions and Regulations and to the jurisdiction, rights, powers, privileges and immunities of Developer and its designee. By such acceptance, such grantee or purchaser shall for himself/herself, his/her heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, commit to, consent and agree to and with the Declaration and the grantee or purchaser of each other Lot to keep, observe, comply with, and perform these regulations, conditions, and restrictions contained in this Declaration.

WORD CENTER MINISTRIES, INC.

By _____
Rodney B. Jensen, President

www.omahatitle.com



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denny@leelawoffice.com

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Mailing Address: P.O. Box 45947 • Omaha, NE 68145-0947
(402) 334-8055 • FAX (402) 334-8072

March 3, 2004

Mr. Rod Jensen
Word Center Ministries, Inc.
115 Caribou Cr.
Council Bluffs, IA 51503

RE: Abstract opinion to real estate in Pottawattamie County as shown on attached Exhibit A with the legal description.

Dear Mr. Jensen:

I have examined the Abstract and the other documents which you have provided to me concerning the property identified in Exhibit A attached hereto and I am issuing this opinion based on my findings and pursuant to Iowa Code section 354.11.

I find good and marketable title to the premises to be in the name of Word Center Ministries, Inc., an Iowa not for profit corporation in good standing.

Taxes:

From my review of the documents it appears that all real estate taxes and any assessments of record have all be paid and that there are no delinquencies for taxes or special assessments.

Mortgage:

There is a first mortgage on this property held by the Glenwood State Bank in the initial principal amount of \$250,000. I have been advised that the principal and interest obligations on that mortgage are current and I have not been made aware of or discovered any notices of default that have ever been issued concerning the payment obligations owed to Glenwood State Bank.

Judgments:

I have not been able to locate from an analysis of the records any information concerning any judgments that may have been entered that could create a lien on this property. Therefore, I am concluding that there are no judgments of any kind which would adversely effect any claim of interest on this property.

Party in Possession:

I have determined from my personal inspection of this property as well as my review of the aforementioned documents that the party in possession is Word Center Ministries, Inc., an Iowa not for profit corporation in good standing. I am unaware of any claim of any individual or entity that would constitute a claim of adverse possession.

Mechanic's Liens:

Based on information provided to me I have not been able to identify any mechanic's liens nor, for that matter, the prospect of any contingent mechanic's liens on this property for work that may have been performed at or on this property. Therefore, I am concluding that there are no mechanic's liens or any contingent claims at this time.

Survey:

You are in possession of the survey to this property and you should satisfy yourself as to the exact boundaries of this property based on the legal description and the survey.

Zoning:

Please satisfy yourself that the uses you have planned for this property are in conformance with all applicable zoning codes.

Water Wells:

If the property under examination contains a private water well a determination should be made by you whether the water has been tested and whether the capacity of the well has been checked.

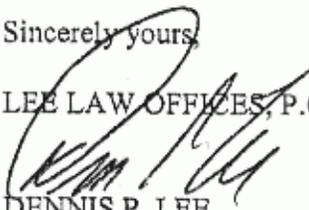
Hazardous Wastes:

Under local, state and federal environmental protection and clean-up laws you may be responsible for the cleaning up and removal of any hazardous waste materials spilled or stored upon this property.

For your convenience I have attached a general Caution List for your review. Please contact me if you have any questions.

Sincerely yours,

LEE LAW OFFICES, P.C., L.L.O.


DENNIS P. LEE

CAUTION LIST

Abstracts of Title cannot disclose and persons interested in this property should ascertain:

- 1: The rights of persons in possession.
- 2: The rights of persons furnishing labor or material thereto within the past 90 days.
- 3: The boundaries thereof.
- 4: The restrictions, if any, imposed upon the use thereof by zoning laws, including the prohibition of building upon or improving the property in question, or limited access laws.
- 5: The amount of the real estate taxes from the current year and the responsibility of payment thereof.
- 6: The rights of creditors with financing statements filed with the Secretary of State including financing statements covering crops.
- 7: The rights of mortgagees to declare the entire balance of any mortgage due and payable upon a change in the ownership of the property.
- 8: If there are any governmental claims not now of record for maintenance, weed cutting or building demolition.
- 9: If there are any special assessments or unpaid fees for services which have not been entered on the tax books and therefore would not be a matter of public record.

EXHIBIT A

The following described real estate is situated in Pottawattamie County, Iowa and is legally described as follows, to wit:

A tract of land located in that part of the SW1/4, Section 14, Township 74N, Range 43W of the 5th PM, and legally described as follows:

Beginning at the northeast corner of said SW1/4 of Section 14; thence S00degrees, 25'37"W (assumed bearing) for 2311.14' along the east line of said SW1/4 of Section 14 to the north right-of-way line of Pioneer Trail; thence along said north right-of-way line of Pioneer Trail for the following six (6) courses; thence N36degrees, 28'04"W for 404.83'; thence S53degree, 33'56"W for 100.00'; thence N36degrees, 27'19" W for 1,100.0'; thence N54degrees, 03'18"E for 5.01'; thence N36degrees, 27'02"W of 500.49' to the point of curvature on the centerline geometry of Pioneer Trail; thence N53degrees, 31'27"E for 74.88' radial to said centerline curve; thence N59degrees, 53'58"E for 1,415.94' to the point of beginning.

www.omahatitle.com

CERTIFICATE OF COUNTY TREASURER
AS REQUIRED BY SECTION 354.11, CODE OF IOWA

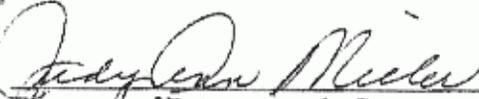
REGARDING:

The following described Real Estate situated in the County of Pottawattamie and State of Iowa, to wit:

A tract of land located in that part of the SW1/4, Section 14, Township 74N, Range 43W of the 5th PM, and legally described as follows:

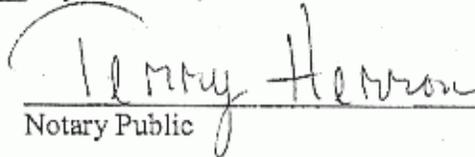
Beginning at the northeast corner of said SW1/4 of Section 14; thence S00degrees, 25'37''W (assumed bearing) for 2311.14' along the east line of said SW1/4 of Section 14 to the north right-of-way line of Pioneer Trail; thence along said north right-of-way line of Pioneer Trail for the following six (6) courses; thence N36degrees,28'04''W for 404.83'; thence S53degree,33'56''W for 100.00'; thence N38degrees,27'19'' W for 1,100.0'; thence N54degrees,03'18''E for 5.01'; thence N36degrees,27'02''W of 500.49' to the point of curvature on the centerline geometry of Pioneer Trail; thence N53degrees,31'27''E for 74.88' radial to said centerline curve; thence N59degrees,53'58''E for 1,415.94' to the point of beginning.

I, as treasurer of Pottawattamie County, Iowa or its designee, certify that the land referenced above is free from certified taxes and certified special assessments.



Treasurer of Pottawattamie County
Or its Designee

Subscribed and sworn to before me this 4th day of March, 2004.



Notary Public

MARILYN JO DRAKE
POTTAWATTAMIE COUNTY AUDITOR
AND ELECTION COMMISSIONER
P. O. BOX 649
COUNCIL BLUFFS, IOWA 51502-0649

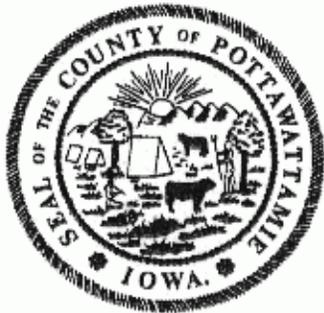


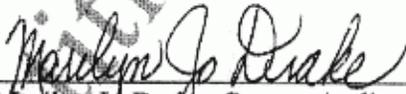
Gary Herman, First Deputy - Elections
Cheryll Ross, First Deputy - Taxes
Paula Glade, Second Deputy - Real Estate
Phone (712) 328-5700
FAX (712) 328-4740

TO WHOM IT MAY CONCERN:

I, Marilyn Jo Drake, County Auditor, Pottawattamie County, Iowa, do hereby certify that the attached is a true and accurate copy of Planning and Zoning Resolution #2004-09, adopted by the Pottawattamie County, Iowa, Board of Supervisors, in their approval of Evidence Point Subdivision, on March 22, 2004.

Dated this 22th day of March, 2004.




Marilyn Jo Drake, County Auditor
Pottawattamie County, Iowa

www.omahafile.com

Prepared by: Pottawattamie County, Planning and Development, 223 South 6th Street, Council Bluffs, Iowa 51501 (712) 328-5792
Return to: Pottawattamie County, Planning and Development, 223 South 6th Street, Council Bluffs, Iowa 51501 (712) 328-5792

**PLANNING AND ZONING
RESOLUTION NO. 2004-09**

WHEREAS, this Board had approved the preliminary plat of **Evidence Point Subdivision**, a subdivision situated in **Lewis Township**, by approval of Planning and Zoning Resolution No. 2004-02, dated **January 26, 2004**; and

WHEREAS, the final plat and supporting documents required by Chapter 9.10 of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa, has been filed with this Board for its study and consideration under **Case #SUB-2003-10** and

WHEREAS, this Board has examined the final plat and has found it is in substantial compliance with the approved preliminary plat; and

WHEREAS, after careful study, and due consideration this Board has determined that the final plat and supporting documents conform to the requirements of Chapter 9.10 of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa, and it has deemed it to be in the best interest of Pottawattamie County, Iowa, to approve the final plat.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA: That the final plat of **Evidence Point Subdivision**, a residential subdivision in Pottawattamie County, Iowa, be, and the same is hereby approved as the final plat of said subdivision, subject to the following conditions:

1. The developer shall be responsible for the construction of all retention and detention facilities shown on the NRCS approved Pollution Prevention Plan. Subsequent property owners of the subject lots shall be responsible for retaining and maintaining said structures.
2. The final plat is accompanied by a Well and Septic Corridor Map delineating an area 10,000 square foot in size per lot. Said septic corridor area shall be solely dedicated for the construction of septic systems.
3. The developer shall be responsible for the placement of a cluster mailbox receptacle servicing all lots in Evidence Point, which shall be installed within the subdivision and outside of the road right-of-way.

And that the Chairman of the Board of Supervisors is hereby authorized to enter such approval upon said final plat.

PASSED AND APPROVED March 22, 2004.

	AYE	NAY	ABSTAIN	ABSENT
<u><i>Delbert King</i></u> Delbert King, Chairman	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<u><i>[Signature]</i></u> Lynn Leaders	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<u><i>Betty Moats</i></u> Betty Moats	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<u><i>Melvyn Houser</i></u> Melvyn Houser	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<u>Absent</u> Loren Knauss			<input type="radio"/>	<input checked="" type="radio"/>

Attest: *Marilyn Jp Drake*
Marilyn Jp Drake, County Auditor
Pottawattamie County, Iowa

RECORD: After Passage

WWW.OMAHA.TITLE.COM

ADDENDUM
"TRACT I"

Parcel "A" in the Southwest Quarter of the Northeast Quarter, Parcel "A" in the Southeast Quarter of the Northwest Quarter, and Parcel "B" in part of the Northeast Quarter of the Southwest Quarter, all of Section 14, Township 74 North, Range 43 West of the Fifth Principal Meridian, Pottawattamie County, Iowa, more particularly described as follows:

Commencing at the Northeast Corner of said Section 14; thence along the east line of the Northeast Quarter of the Northeast Quarter of said Section 14, South 00 degrees 56 minutes 17 seconds (assumed bearing), 1328.14 feet to the southeast corner of said Northeast Quarter of the Northeast Quarter; thence along the south line of said Northeast Quarter of the Northeast Quarter, South 88 degrees 58 minutes 10 seconds West, 1332.11 feet to the Northeast Corner of said Southwest Quarter of the Northeast Quarter, and the TRUE POINT OF BEGINNING; thence along the north line of said Southwest Quarter of the Northeast Quarter, North 88 degrees 52 minutes 33 seconds West, 1301.13 feet to the Northeast Corner of said Southeast Quarter of the Northwest Quarter; thence along the north line of said Southeast Quarter of the Northwest Quarter, South 89 degrees 19 minutes 20 seconds West, 1320.31 feet to the Northwest corner of said Southeast Quarter of the Northwest Quarter; thence along the west line of said Southeast Quarter of the Northwest Quarter, South 00 degrees 09 minutes 55 seconds West, 1315.68 feet to the Southwest Corner of said Southeast Quarter of the Northwest Quarter; thence along the west line of said Northeast Quarter of the Southwest Quarter, South 00 degrees 06 minutes 08 seconds West, 597.37 feet to a point on a non-tangent curve, said curve having a radius of 1266.00 feet, said point also being on the northeasterly right-of-way line of Pioneer Trail (also known as G-66), to which point a radial line bears North 46 degrees 53 minutes 52 seconds East; thence southeasterly, along said right-of-way line, and along a portion of said curve, through a central angle of 6 degrees 37 minutes 03 seconds, an arc length of 146.22 feet (having a chord bearing and distance of South 39 degrees 47 minutes 36 seconds East, 146.14 feet) to the end of said curve; thence leaving said right-of-way, North 59 degrees 52 minutes 19 seconds East, 1415.92 feet to the center of said Section 14; thence along the south line of said Southwest Quarter of the Northeast quarter, North 89 degrees 59 minutes 03 seconds East, 1308.97 feet to the Southeast Corner of said Southwest Quarter of the Northeast Quarter; thence along the east line of said Southwest Quarter of the Northeast Quarter, North 00 degrees 03 minutes 07 seconds West, 1304.37 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 90.880 acres, more or less.

ADDENDUM
"TRACT II"

Parcel "A" in part of the Northeast Quarter of the Southwest Quarter, and Parcel "A" in part of the Southeast Quarter of the Southwest Quarter, all of Section 14, Township 74 North, Range 43 West of the Fifth Principal Meridian, Pottawattamie County, Iowa, more particularly described as follows:

Commencing at the Northeast Corner of said Section 14; thence along the east line of the Northeast Quarter of the Northeast Quarter of said Section 14, South 00 degrees 56 minutes 17 seconds (assumed bearing), 1328.14 feet to the southeast corner of said Northeast Quarter of the Northeast Quarter; thence along the south line of said Northeast Quarter of the Northeast Quarter, South 88 degrees 58 minutes 10 seconds West, 1332.11 feet to the Northeast Corner of the Southwest Quarter of the Northeast Quarter; thence along the north line of said Southwest Quarter of the Northeast Quarter, North 88 degrees 52 minutes 33 seconds West, 1301.13 feet to the Northeast Corner of the Southeast Quarter of the Northwest Quarter; thence along the east line of said Southeast Quarter of the Northwest Quarter, South 00 degrees 17 minutes 51 seconds West, 1330.27 feet to the Center of said Section 14, and the TRUE POINT OF BEGINNING; thence South 59 degrees 52 minutes 19 seconds West, 1415.92 feet to a point on the northeasterly right-of-way line of Pioneer Trail (also known as G-66), said point also being the end of a tangent curve; thence radially, along said right-of-way line, South 53 degrees 30 minutes 56 seconds West, 75.00 feet to a point that is 45.00 feet normally distant northeasterly of the centerline of said Pioneer Trail; thence continuing along said right-of-way line, South 36 degrees 29 minutes 04 seconds East, 500.55 feet to a point that is 45.00 feet normally distant northeasterly of said centerline; thence South 53 degrees 30 minutes 56 seconds West, 5.00 feet to a point that is 40.00 feet normally distant northeasterly of said centerline; thence South 36 degrees 29 minutes 04 seconds East, 100.00 feet to a point that is 40.00 feet normally distant northeasterly of said centerline; thence North 53 degrees 30 minutes 56 seconds East, 100.00 feet to a point that is 140.00 feet normally distant northeasterly of said centerline; thence South 36 degrees 29 minutes 04 seconds East, 404.66 feet to a point that is 140.00 feet normally distant northeasterly of said centerline, said point also being on the east line of said Southeast Quarter of the Southwest Quarter; thence leaving the right-of-way line of said Pioneer Trail, and along said east line of the Southeast Quarter of the Southwest Quarter, North 00 degrees 24 minutes 10 seconds East, 2311.09 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 35.510 acres, more or less.

56-120

COMPARED

INST # 20684
RECORDING FEE 155.00
AUDITOR FEE
GMA FEE 1 EEDM 5

FILED FOR RECORD
POTTAWATTAMIE CO. IA.
04 MAR 22 PM 2:28
JOHN SQUARTINO
RECORDER

Entered for Taxation

Michael J. Braker

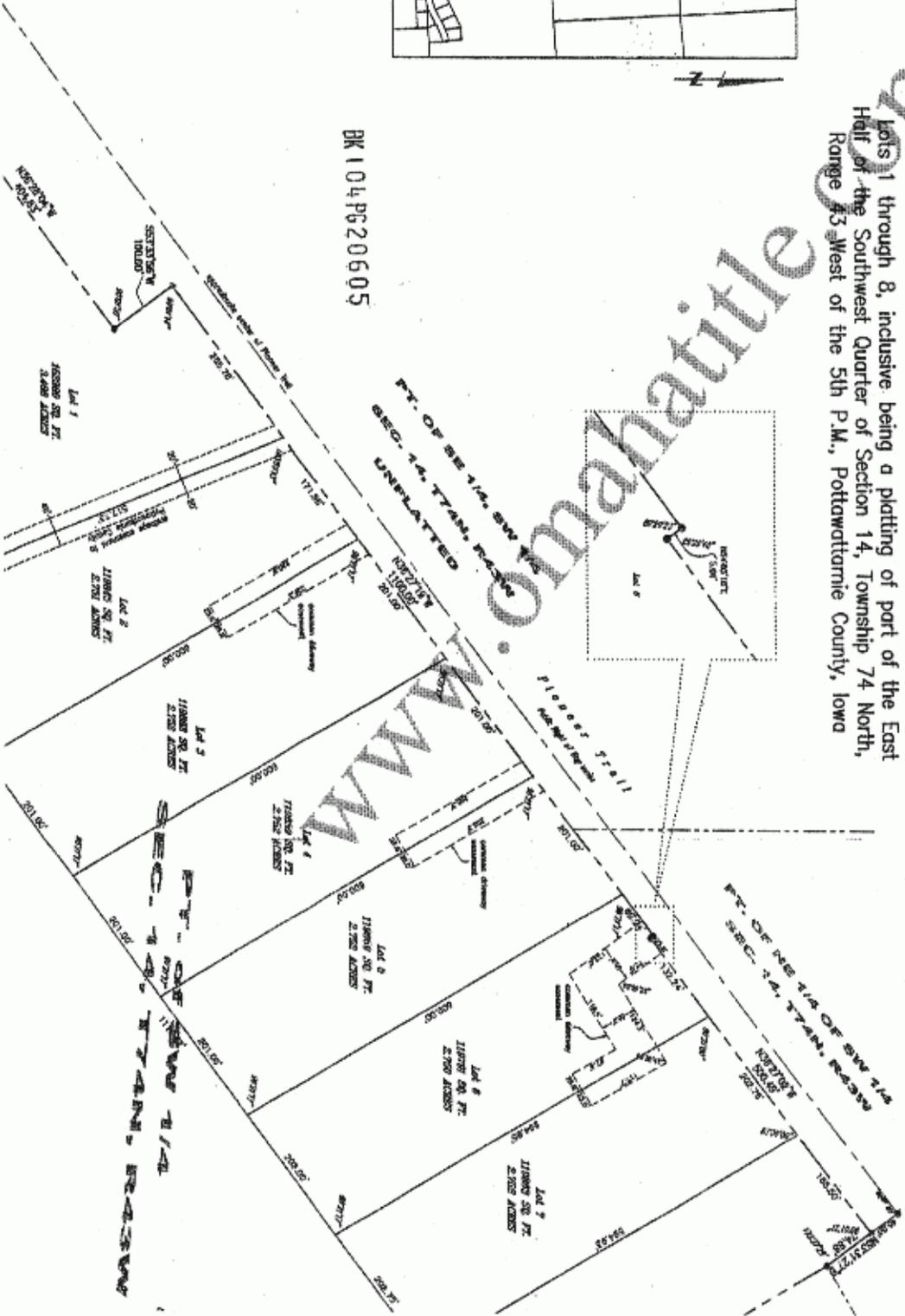
MAR 22 2004

COUNTY AUDITOR

EVIDENCE POINT SUBDIVISION

FINAL PLAT OF

Lots 1 through 8, inclusive being a platting of part of the East
Half of the Southwest Quarter of Section 14, Township 74 North,
Range 43 West of the 5th P.M., Pottawattamie County, Iowa



BK 104 Pg 20605

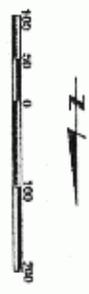
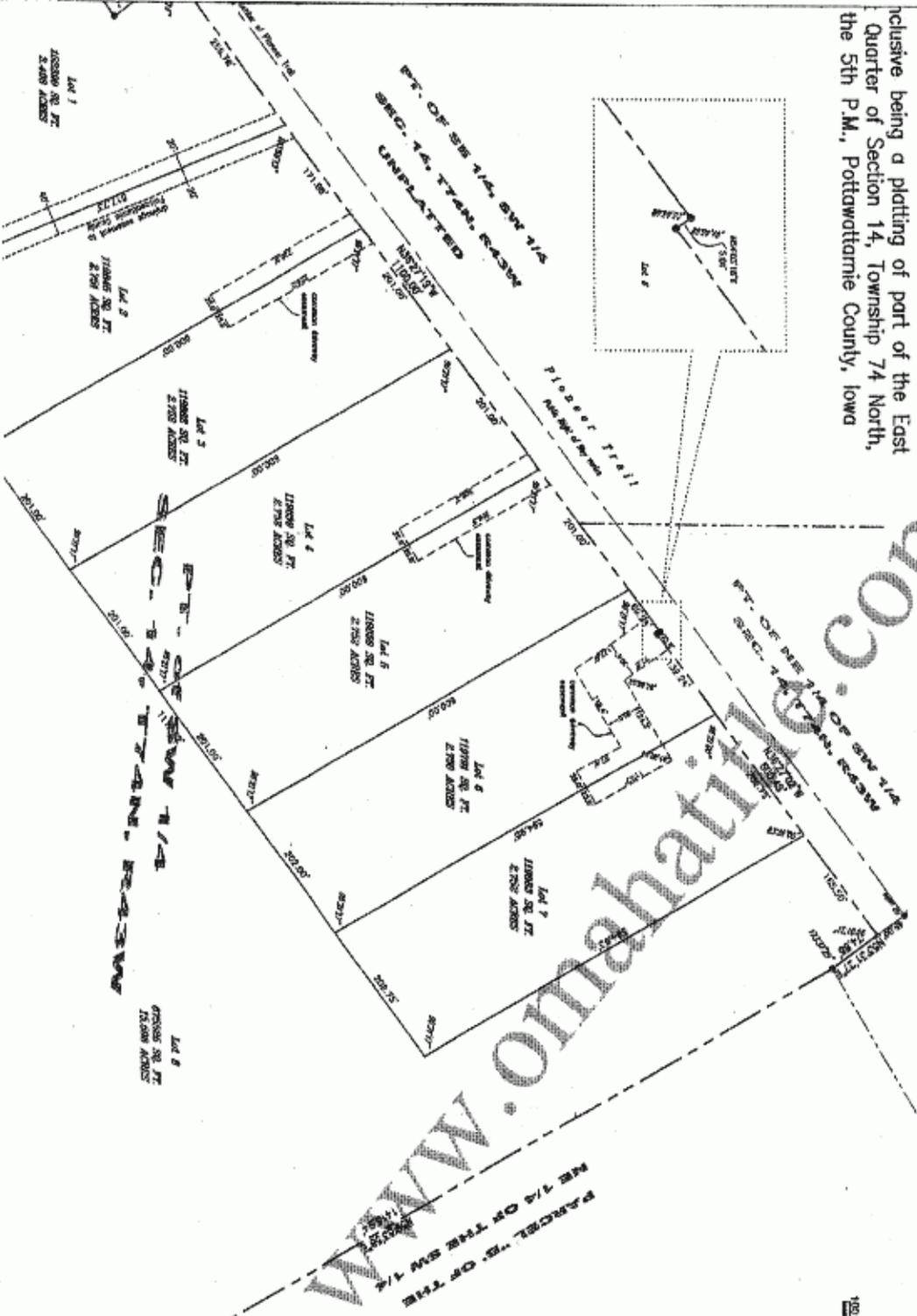
Standard form of the subdivision plat.
See 11.1700, IAC 11.1700, IAC 11.1700

For Taxation
 APR 22 2004
 Wagon Works
 COUNTY AUDITOR

FINAL PLAT OF

POINT SUBDIVISION

Inclusive being a platting of part of the East Quarter of Section 14, Township 74 North, the 5th P.M., Pottawattamie County, Iowa



- LEGEND**
- SECTION CORNER
 - △ CORNER SET (6"X6" REBAR WITH 1/4" YELLOW PAPER STRAP) SURVEYED TO 1/2 SECTION
 - CORNER STAKE (6"X6" REBAR WITH 1/4" YELLOW PAPER STRAP) SURVEYED TO SECTION CORNER
 - (WITH DASHES) CORNER (RANGE)

OWNER'S AVAILABLES
 West Cedar Rapids, Inc.
 125 Central Drive
 Cedar Rapids, IA 52402

L.R.A. Inc. Associates, Inc.

WWW.LRA-INC.COM

60 West Dodge Road, Suite 100
 Cedar Rapids, IA 52402
 Phone: 319.244.6815
 Fax: 319.244.2027

(Ph) 402.496.2498
 (Fax) 402.496.2730

1/2, SW 1/4, SEC. 14, T74N, R43W; 5TH P.M.
 MIE COUNTY, IOWA

Drawn by J.L.K.	Reviewed by J.L.K.	Platted by J.L.K.	Recorded by J.L.K.
DATE 02-11-04	DATE 02-11-04	DATE 02-11-04	DATE 02-11-04

