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Scott County Iowa
Rita A. Vargas Recorder

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Verified

RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS
Recorder's Cover Sheet

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Grantors: Cedar Tree Village Homeowners Association

Grantees:

Legal Description: See Page 1 of Declaration

Document or instrument number if applicable: #22292-76

RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS

Index

	Page
Legal Description	1
Definitions	2
Membership and Voting Rights	2
Property Rights	2
Assessments	4
Architectural Control Standards	5
Specific Provisions and Use Restrictions	
Exterior Maintenance – Association	6
Exterior Maintenance – Homeowners	7
Types of Uses – Boats, Trailer, Campers, etc.	8
Rental Property Ordinance	8
Party Walls	8
Insurance	9
Repair and Restoration	9
Pets	11
General Provisions	11

DECLARATION
 OF
 RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS
 FOR
 CEDAR TREE VILLAGE
 (A PLANNED URBAN DEVELOPMENT)

This declaration, made on the date hereinafter set forth by Cedar Tree Village Homeowners Association an Iowa non-profit corporation, hereinafter referred to as The Association.

WITNESSETH:

Whereas, The Association is the owner of certain property in the City of Bettendorf, Scott County, Iowa, which is more particularly described as:

CEDAR TREE VILLAGE, STAGE 1, an Addition to the City of Bettendorf, Iowa, being more particularly described as follows:

Part of the Southwest quarter of Section 15, Township 78 North, Range 4 East of the 5th principal meridian in Bettendorf, Scott County, Iowa, more particularly described as follows: Commencing at the northeast corner of the southwest quarter of said Section 15; thence north 89°57'00" west along the north line of the southwest quarter of said Section 15 and along the centerline of Tanglefoot Lane a distance of 569.18 feet to the point of beginning; thence south 00°55'00" west a distance of 376.56 feet; thence south 67°33'00" west a distance of 222.40 feet; thence south 61°55'39" west a distance of 285.15 feet; thence south 46°33'00" west a distance of 52.00 feet; thence north 43°27'00" west a distance of 10.00 feet; thence northwesterly along a 457.00 foot radius curve concave northeasterly a distance of 36.14 feet to a point of reverse curvature; thence westerly along a 15.00 foot radius curve concave southerly a distance of 22.37 feet; thence north 34°21'50" west a distance of 45.00 feet; thence northeasterly along a 15.00 foot radius curve concave northwesterly a distance of 22.37 feet to a point of reverse curvature; thence northerly along a 457.00 foot radius curve concave easterly a distance of 101.48 feet; thence south 72°55'04" west a distance of 113.31 feet; thence north 89°57'00" west a distance of 85.00 feet; thence north 00°03'00" east a distance of 478.00 feet to a point on the north line of the southwest quarter of said Section 15; thence south 89°57'00" east along the north line of the southwest quarter of said Section 15 and along the centerline of Tanglefoot Lane a distance of 805.76 feet to the point of beginning, containing 9.111 acres. Also including:

- CEDAR TREE VILLAGE, STAGE 2, LOTS 1 - 66
- CEDAR TREE VILLAGE, STAGE 3, LOTS 1 - 67 AND LOTS 78 - 86
- CEDAR TREE VILLAGE, STAGE 4, LOTS 1 - 6

NOW, THEREFORE, The Association hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

THESE COVENANTS ARE INTENDED TO REPLACE AND SUPERCEDE THE ORIGINAL DECLARATION OF COVENANTS DATED AS OF NOVEMBER 19, 1976, AND RECORDED ON DECEMBER 2, 1976, AS DOCUMENT NO. 22292-76 IN THE OFFICE OF THE RECORDER OF SCOTT COUNTY, IOWA.

ARTICLE I

DEFINITIONS

1. "Association" shall mean and refer to Cedar Tree Village Home Owners Association, Inc., an Iowa non-profit corporation, its successors, and assigns.
2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association including any improvements thereon. The Common Area owned by the Association is described as follows:
Lots 59, 60, and 61, Cedar Tree Village, Stage 1, an Addition to the City of Bettendorf, Iowa; Lots 64, 65, and 66, Cedar Tree Village Stage 2, an addition to the City of Bettendorf, Iowa; and Lots 84, 85, and 86, Cedar Tree Village Stage 3, an addition to the City of Bettendorf, Iowa
4. "Lot" shall mean and refer to any plot of land upon any recorded subdivision map or plat of the Properties with the exception of the Common Area.
5. "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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The owner shall hold membership in the association.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

1. Each person or entity holding legal or beneficial title to any unit shall be a member of the homeowners association, entitled to the rights and privileges of ownership and subject to its obligations and duties. Such membership shall be inseparable from lot or unit ownership and shall be otherwise non-transferable or assignable.

Owners / Members shall be entitled to one vote for each Lot in which they hold interest required for membership by this Article. When more than one person or entity holds such interest in any Lot, all such persons or entities shall be members. The vote for such Lot shall be exercised as they amongst themselves determine, but in no event shall more than one vote be cast with respect to any Lot, and no fractional votes shall be cast with respect to any Lot.

ARTICLE III

PROPERTY RIGHTS

1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
 - (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
 - (b) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and Facilities and in aid thereof to mortgage said property; and the rights of such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder;

- (c) The right of the Association to suspend the voting rights and right-to-use of recreational facilities by an owner for any period during which any assessment or monthly installment thereof, against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
 - (d) 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 owners. . No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the owners or their proxies has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every owner not less than thirty (30) days nor more than sixty (60) days in advance; and
 - (e) The right of the Association to adopt reasonable rules and regulations for the use of the Common Area and facilities thereon.
2. Delegation of Use. Any resident Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family. Any non-resident owner must relinquish his right of enjoyment to the common area and facilities to his tenants, or contract purchasers who reside on the property.
 3. Title to the Common Area. Subject to Article III, Section 1(d), above, the Deeds conveying the Common Areas shall contain a covenant that the Common Areas will be held by the Association for open space and recreational purposes only.
 4. Sanitary Sewer and Water Easement and Maintenance. Each Owner shall have the right to use the sewer and water laterals located between his Lot and the nearest sanitary sewer and water easements on the Common Areas, and shall further have the right to maintain said lateral and to repair, replace, or remove said lateral from the Common Area at such Owner's sole cost and expense. Any repair, maintenance, or replacement shall be done at the sole expense of the Owner, and any damages to the Common Area as a result of such maintenance, repair, or replacement shall be corrected and paid for by the Owner responsible for said lateral.
 5. Electrical, Telephone, and Electronic Communications Easement and Maintenance. Subject to the Association's easement rights and duties as hereinafter defined, each Owner shall have the right to use the electrical, telephone, and any other type of communications services lines located above grade at the rear of each unit, within and attached to the rear walls on each of the Lots located in the same building cluster composed of contiguous Lots, for electrical service and telephonic communications services. The Association shall have the exclusive right and duty to maintain, repair, replace, or remove the electrical, telephone, and electronic communications services and facilities located within this easement, and shall charge the cost of same to the various Owners as herein provided. The Association may delegate the maintenance, repair, replacement, or removal of such services to the respective local utility companies servicing said properties. Any damage to the electrical, telephonic, or other types of electronic communications facilities within said easement area caused by the negligence or willful act of any Owner or his tenants, guests, or family, shall be repaired at the sole expense of such Owner. The cost of any maintenance or repairs necessitated other than by negligence or willful acts shall be borne by the Owner of the Lot for which the maintenance or repairs are a benefit. Nothing contained in this Section shall be deemed to require the Association to maintain, repair, replace, or remove any television satellite dish or other satellite equipment installed or located in any Lot or any Common Area. All repair and maintenance expenses of any television satellite dish or other satellite equipment is the sole responsibility of the individual Owner.
 6. Easement of Access for Maintenance. The Association and such persons as may be engaged by the Association for maintenance purposes, shall have the right to enter upon the exteriors of any residence site for the performance of maintenance at any reasonable time. The Association and such persons as may be engaged by the Association for maintenance or repair purposes, including the respective Utility Companies servicing the properties, shall have the right to enter a residence unit only upon reasonable notice under the circumstances in order to repair, replace, or maintain the electrical, telephonic, or any electronic communication services facilities serving adjacent residence units.

ARTICLE IV

COVENANT FOR ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. 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 or charges, and (2) special assessments : such assessments to be established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with interest, costs, and reasonable attorney's fees for collection, shall also be the personal obligation of the person or entity who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and in particular for the maintenance of the Properties, replacement of roofs, and maintenance and replacement of exterior surfaces as herein provided (including maintenance of electrical, telephonic, and electronic communication distribution systems), and for services and facilities related to these purposes and related to the use and enjoyment of the Common Area, and for the improvement, maintenance (including snow removal), insuring of the Common Area and any other item for which the Association assumes responsibility; provided, however, that no assessments shall be used by the Association for repair or maintenance of driveway surfaces serving Lots. Annual Assessments may be used to maintain and repair parking areas:

The maximum annual assessment may be increased each year not more than five percent (5%) above the assessment for the previous year without a vote of the membership as hereinafter provided.

The maximum annual assessment may be increased above the limitation set out in the above paragraph only by a vote of two-thirds (2/3) of owners who are voting in person or by proxy, at a meeting duly called for this purpose.

The board of directors of the association may fix the annual assessment at an amount not in excess of the maximum annual assessment as so determined.

3. Special Assessments. In addition to the annual assessments authorized above, the Association may levy 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 upon the Common Area, including fixtures and personal property related thereto.

Special assessments may also be used for replacement of roofs and exterior surfaces of the individual dwelling units and any other item for which the association assumes responsibility. The method of payment shall be determined by the board of directors of the association.

Such special assessments may be made provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Owners who are voting in person or by proxy at a meeting duly called for this purpose.

4. Notice and Quorum for Any Action Authorized Under Sections 3 Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to owners not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of owners or of proxies entitled to cast fifty percent (50%) of all the votes 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 (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on a monthly installment basis, except as hereinafter provided.
6. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence on the first day of the month. The Board of Directors of the Association 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 annual assessment shall be paid in equal monthly installments, and the due dates and delinquency dates shall be uniformly established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot are current or delinquent. Such certificate shall be conclusive evidence of payment of an assessment therein stated to have been paid.
7. Effect of Non-payment of Assessments. Remedies of the Association. Any monthly payment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the rate of nine percent (9%) per annum in addition to any charges as further noted herein. Such a delinquency of any monthly payment shall give the Association the right to declare the remainder of the entire annual assessment for the year immediately due and payable. The Association may bring any action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property by an action in equity. In any such action, interest, costs, and reasonable attorney's fees shall be added to the amount of the delinquent assessment and collected as part of said judgment. In the event of such a foreclosure, if the Association waives any and all rights to a deficiency judgment against the Owner, the period for redemption as provided by the statutes of the State of Iowa shall be reduced to six (6) months from the date of foreclosure sale. Any Lot ultimately acquired by the Association through Sheriff's Deed after such a foreclosure shall be sold by the Association within a reasonable time either at public or private sale, and any surplus remaining after the payment of all assessments, interest, costs, and attorney's fees shall be paid over to the former Owner of said Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or by abandonment of his Lot.
8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed upon any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien only of such assessments as to payments which became due prior to such sale or transfer, provided that such sale or transfer shall not extinguish the personal obligation of the prior Owner or his heirs, successors, or assigns, for payment of such assessment. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; and (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.
10. Alternative Payment of Annual Assessments. Any Owner may elect, in lieu of equal monthly payments, to pay the entire annual assessment in one lump sum, on or before February 1 of any calendar year. The exercise of this right to make a single annual payment of the annual assessment shall not require said Owner to make payment of subsequent annual assessments in one lump sum.

ARTICLE V

ARCHITECTURAL CONTROL STANDARDS

1. Scope of Architectural Control. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, elevation, materials, color, and location of same shall have been submitted to and approved in writing as to harmony of external design, color, and location in relation to surrounding structures and topography by the Board of Directors of the Association. In

the event said Board fails to approve or disapprove such design, color, and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and the requirements of this Article will be deemed to have been met. The foregoing to the contrary notwithstanding, no fence shall be approved in any area other than the patio area to the rear of each Lot, so that no fences shall be approved on the front portions of any Lot.

- 2. Reasons for Architectural Control. The primary purpose of Architectural Control, properly exercised, is to protect the value of Lots in the development. This control is not to be viewed as a means for suppressing expressions of individuality.

Secondary purposes of Architectural Control are:

- (a) To offer advice to insure the best possible solution of the design problem for all concerned.
- (b) To help insure the neighborhood that nothing shall be done on any Lot which would impair the attractiveness of any other Lot.

ARTICLE VI

SPECIFIC PROVISIONS AND USE RESTRICTIONS

- (1) Adoption of Codes. In order to maintain reasonable control of construction for the benefit and safety of the residents and to fully comply with all legal requirements, all construction shall be done under the requirements of the latest edition of the Building Codes in effect in the City of Bettendorf, Scott County, Iowa.

- (2) Exterior Maintenance by The Association. The Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows:

A. COMMON AREA: Maintain, Repair, or Replace

- 1. Trees, Grass, and Shrubs
- 2. Sidewalks and Parking Areas
- 3. Pool, Basketball Court, and Tennis Court

B. BUILDINGS: Subject to Section 3 of this Article IV, routine maintenance, repair, and replacement of the following items due to normal wear and tear:

- 1. Roofs
- 2. Exterior Surfaces (Including Siding)
- 3. Gutters and Vertical Downspouts
- 4. Roof Vents For Attic Ventilation.
- 5. Soffits and Fascia.

The owner shall be responsible for notifying the Association in writing of the need for repair of the above items for which the Association is responsible under this Section 2(B).

C. Privacy Fences. Routine repair and replacement. Privacy Fences are defined as the first two panels of the 6 foot high sections perpendicular to each unit and separating each unit lot.

D. Lawn Care. Maintain as necessary to maintain the aesthetics of the development and protect the integrity of the exterior surfaces.

- 1. Grass
- 2. Shrubs
- 3. Trees on common ground

E. Snow Removal. Snow shall be removed per the terms of the annual contract between the association and a snow removal contractor, but with no guarantee of removal to bare pavement, on the following surfaces:

1. Driveway
2. Sidewalk (including public sidewalk)
3. Porch
4. Parking Areas
5. We do not contract ice removal

3. Exterior Maintenance By The Owner

The owner shall provide exterior maintenance upon each lot which is subject to assessment hereunder as follows:

A. Exterior. Maintain, Repair, and Replace the following items, including, but not limited to:

1. Doors, (Including Garage Doors), Windows, Skylights and all other Glass Surfaces
2. Fireplace Chimneys
3. Furnace Vents
4. Exterior Lighting
5. Plumbing Stack
6. Doorbell
7. Garage Door Opener
8. Downspouts parallel to ground
9. Steps and/or ramps (wood or concrete)
10. Patio Slab
11. Railings and Decks
12. Porches
13. Fences other than those defined as privacy fences, but including extensions of privacy fence requested by owner
14. Driveway
15. Private Sidewalk
16. Any Repairs for Damages Which Are Insured By The Homeowners Policy On Hazard And Fire Insurance Insuring The Owners.
17. Foundation/Basement Floor
18. Garage Slab
19. Roof as covered by Homeowners' Insurance including any deductible

B. Landscaping. The owner shall be responsible for the following items, including, but not limited to:

1. Replacement and/or maintenance of existing plantings on their lot
2. Mulch and soil must be maintained so that a distance of 4 inches is preserved from the vinyl siding.
3. The owner shall be responsible for notifying the association in writing of the need for repair of the items for which the association has assumed responsibility under section 2: Exterior Maintenance by the Association.

In the event that the need for maintenance is caused through the willful or negligent act of the Owner, his family, guests, tenants, or invitees, the cost of such maintenance shall be added to and become a part of the assessment to which such Lot is subject.

C. General Provisions

1. Type of Use. Each Lot shall only be used for single-family dwelling purposes. No activity shall be carried on upon any Lot which would constitute a nuisance or an unreasonable disturbance to persons occupying adjacent Lots. All exterior lighting shall be screened or shaded to prevent unreasonable glare or disturbance to adjacent owners or occupants.

2. Boats, Trailers, and Campers. All boats, trailers, campers, or other recreational vehicles shall only be stored or housed inside garages or in such areas as are specifically designated by the Association.
3. Autos, Motorcycles, Bicycles, or Other Two-, Three-, and multi-Wheeled Vehicles. All motorcycles, semi-tractors, motor bikes, bicycles, all terrain vehicles, or other single, or multiple passenger recreational vehicles shall only be used on driveways and streets, and shall not be driven on the Common Area. Such vehicles shall be stored or placed inside garages or in such areas as specifically designated by the association for such use.
4. Driveway Surface Maintenance. Each Owner shall maintain the surface of the driveway serving his garage. If a driveway surface area provides access to more than one Lot, maintenance and repairs of such driveway's surface shall be apportioned equally between the Owners of the Lots served.
5. Sidewalk Easement. Where a concrete or other permanent surface walkway is constructed on a Lot line, the adjacent Lot Owner shall have an easement over the entire walkway for pedestrian access.

ARTICLE VII

RENTAL PROPERTY

COMPLIANCE WITH BETTENDORF RENTAL HOUSING INSPECTION PROGRAM:

To insure the health, safety and welfare of all residents at Cedar Tree Village, all landlords must present to the Board of Directors a current rental housing inspection certificate from the City of Bettendorf Rental Housing Inspection Program. The Board of Directors is authorized to review the City of Bettendorf's records with regard to the rental housing inspection program and if a landlord is not in compliance with the program or does not have a certificate, the landlord shall be given thirty (30) days written notice to present to the Board of Directors showing that the landlord is in compliance with the Bettendorf Rental Housing Inspection Program. If the landlord fails to do so, the Board may institute a procedure requiring vacating the property until the certificate is obtained.

ARTICLE VIII

PARTY WALLS

1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use, as restricted by the provisions of Article IX of this Declaration.
3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, the Owners who make use of the wall shall restore it, subject to the provisions of Articles VIII and IX hereunder, and the Owner or Owners who make use of the wall shall contribute to the cost of restoration thereof in proportion to such use, as provided in Articles VIII and IX of this Declaration, without prejudice, however, to the right of any such Owners to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.
4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners' successors in title.
6. Arbitration. In the event of any dispute arising concerning a party wall, or under the general provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision regarding such dispute shall be by a majority of all the arbitrators. The arbitration shall be carried out under the rules of the American Arbitration Association, and pursuant to Section 679.18 of the Iowa Code, 1975. The decision of the arbitrators shall be binding upon the parties.

ARTICLE IX

INSURANCE

1. Duties of Association. The Association shall have the duty to purchase, carry, and at all times to maintain in force insurance covering all of the Common Area, the improvements thereon and appurtenant thereto, for the interest of the Association. Such insurance shall include, but need not be limited to:
 - (a) Insurance against loss or damage to real and personal property covered by a special form policy in an amount which shall be equal to the maximum insurable replacement value, as determined annually by the insurance carrier or a construction cost appraisal.
 - (b) Public liability and property damage insurance on a Comprehensive General Liability Occurrence Form.
 - (c) Fidelity Bond for all officers and employees of the Association having control over the receipt or disbursement of funds in such penal sums as shall be determined by the Association in accordance with its By-Laws.
2. Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage to improvements upon the Common Area for the repair of which the Association is bound hereunder, the Association shall levy a special assessment as provided for in Article IV of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to replace or repair any loss of damage for which an Owner is bound hereunder, such Owner shall, as his undivided responsibility, pay any excess costs of repair or replacement. Owners are responsible for any deductibles that apply to their insurance.
3. Duties of Owners. Each Owner shall have the duty to purchase, carry, and at all times to maintain in force insurance covering the Lot, dwelling unit and appurtenant structures owned by the Owner, the improvements thereon and appurtenant thereto, against loss or damage by fire or hazards covered by a special form (ho 3 or similar all risk) Homeowners Insurance policy in an amount which shall be equal to the maximum insurable replacement value, as determined by the insurance carrier or by a construction cost appraisal. The Association shall be named An Additional Insured on all such policies. Each Owner shall replace his dwelling upon damage or destruction by fire or other casualty, and if he does not commence replacement or reconstruction within sixty (60) days of said destruction or damage, the Association may use any legal means available to effect such replacement or reconstruction.

ARTICLE X

REPAIR AND RESTORATION

1. General. Notwithstanding that the placing, carrying, and maintaining in force of insurance against all loss, damage, and destruction is provided for in this Declaration, the Association and the Owners shall have the affirmative obligation for repair and restoration as set forth in this Article.

2. Individual Residence Unit. Should any individual residence unit, defined as that residence unit located upon a single Lot, or any part of such an individual residence unit, to include items listed in Article VI. #3, be damaged or destroyed by fire or other casualty or by intentional mischief, the Owner of the Lot upon which the same is situated shall, at his own cost and expense, repair and restore the same or cause the same to be repaired and restored substantially in accordance with the original plans. All such repair and restoration work and the plans and specifications therefore shall be approved, done, and performed in accordance with all applicable laws, ordinances, regulations, and building codes of the City of Bettendorf, Scott County, Iowa, subject to prior approval by the Association.
3. More than One Individual Residence. Should more than one individual residence unit or any parts thereof, to include items listed in Article VI. #3, be damaged or destroyed by fire or other casualty or by intentional mischief, the Owners of each of the Lots upon which such damage or destruction has occurred shall bear the cost of the same proportionately based upon the nature and extent of such damage as it affects the individual residence of each such Owner. In the event of a dispute between the responsible parties as to the apportionment of such costs, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. Each party will select an arbitrator. These arbitrators will select an additional arbitrator. A decision agreed to by a simple majority of the arbitrators will be binding. Payment of the arbitrator's fees shall be shared equally by each owner involved in the dispute.
4. Facilities on Common Area. If any facilities on Common Areas or any part or portion thereof, be damaged or destroyed by fire or other casualty or by intentional mischief, the Association shall be responsible for the cost and expense of repair and restoration, and the same shall be done substantially in accordance with the original plans and specifications for the improvement of that property; provided, however, that the Association shall not be responsible for cost and expense of repair for driveways serving individual Lots.
5. Timing and Completion. The repair and restoration work referred to in this Article IX shall be commenced within sixty (60) days after the happening of the destruction or damage, time being of the essence, and once commenced the same shall be pursued diligently to completion. If such repair and restoration work is not timely commenced, the Association may, by notice to the responsible party, elect to repair or restore the same or cause the same to be repaired or restored on behalf of and at the cost and expense of the responsible party or parties
6. Approval of Plans. No work provided for in this Article or elsewhere in this Declaration shall be commenced, and no structure shall be constructed, altered, repaired, painted or repainted, or resurfaced in any manner on the exterior thereof until complete plans and specifications for the work, including color schemes, shall have been submitted to and approved by the Association and by any governmental body having jurisdiction of such work.
7. Mechanic's Liens. All work of whatever nature on the Properties when commenced shall be done, performed, expeditiously pursued and completed in accordance with the approval given. Neither the Association nor any Owner who or which performs any work, or causes any work to be performed, on any of the Properties shall suffer or permit any mechanic's, material men's, or other such or similar liens arising from any claims for damages or growing out of any work, or any other claim or demand, to be enforced against the properties or any part of portion thereof, but the Association or such Owner, as the case may be, shall pay or cause to be paid all such liens, claims, and demands before any action is brought to enforce the same against any part or portion of the Properties; and the Association and each such Owner separately, but jointly and severally, covenants to indemnify all other Owners of contiguous Lots and hold them free and harmless from all liability for any and all such liens, claims, or demands together with all costs and expenses in connection therewith. If the Association or any such Owner, as the case may be, shall in good faith contest the validity of any such lien, claim, or demand, then the Association or such Owner, as the case may be, shall, at its own expense defend itself and other Owners against the same and shall pay and satisfy any adverse judgment that may be rendered against any Owner of the subject property.

ARTICLE XI

PETS

1. Limitation of Pets. There shall be no more than one animal household pet residing on any Lot. This restriction shall be binding upon each Owner of said Lot, his tenants, or contract purchasers residing on such Lot.
2. Leash Restrictions. Whenever any house pet is outside the building located upon any Lot, such house pet must be kept either on a leash of sufficient strength to restrain such pet, or within a fence sufficient to prevent his running at large.
3. Exercise Restrictions. No household pets shall be exercised on any of the Common Areas, except in such designated areas as specified by the Association. Pet owners are responsible for the cleanup of their pet's waste on common ground and within their private lot, per the City of Bettendorf ordinance.
4. Exceptions. The restrictions of this Article shall not apply to fish or birds as household pets.

ARTICLE XII

GENERAL PROVISIONS

1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity in all restrictions, conditions, covenants, or reservations now or hereafter imposed by the provisions of this Declaration. The Association shall have the sole right to enforce, by proceedings at law or in equity, the liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Severability. Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.
3. Amendment. 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. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Lot Owners by proxy or present at a meeting called for this purpose. Any amendment must be recorded to be binding. After 21 years, the declaration should be filed anew with the county and state.
4. Notification of any amendments to the homeowners may be delivered by hand, or by U.S. mail.
5. Annexation.
 - (a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of owners voting in person or by proxy. Such annexation shall be effective only upon the recording of a verified certificate executed by the President and Secretary of the Association which certifies that two-thirds (2/3) of the owners have actually consented to such annexation.

CONSENT OF HOMEOWNERS

By signing the papers of Exhibit A (attached), the undersigned consent to the amendments of the Declaration of Restrictive and Protective Covenants and Conditions for the Cedar Tree Village, dated April 26, 2010.

IN WITNESS WHEREOF, the undersigned, being the Officers of the Homeowners' Association herein, have hereunto set their hand this day Sept. 16, 2010

Cedar Tree Village Homeowners

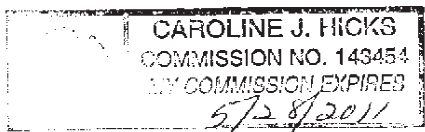
9-16-10

By Deanne E. Kline President Association
Deanne E Kline INC.

By Jennifer M Venema Secretary
Jennifer M Venema

STATE OF IOWA)
) SS:
COUNTY OF SCOTT)

On this 16th day of Sept. 2010 before me, a Notary Public in and for the State of Iowa, personally appeared Deanne E. Kline; Jennifer M. Venema to me personally known, who being by me duly sworn did say that they are the President and Secretary respectively of River Bend Development, Inc., an Iowa corporation, that the seal affixed to said instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of the said corporation, by authority of its Board of Directors, and the said President & Secretary severally acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by It voluntarily executed, and by each of them voluntarily executed.




Caroline J. Hicks
Notary Public in and for said County and State

Mike

EXHIBIT A
CURRENT OWNERS - 2010

We, the undersigned, consent to the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions as stated in the preceding document to which this page is attached.

Name	Address	Date	
✓ 1/5 Jerry Rogers	3445 Cedarview Ct.	6-29-10	MB 6/29/10
Jerry Rogers	" "	6-29-10	MB 6/29/10
✓ Linda Rogers	" "	6-29-10	MB 6/29/10
✓ Pam Bloomberg	3661 Cedarview Ct.	6-29-10	MB 6/29/10
Pam Bloomberg			
✓ Laura Nickerson	3511 Cedarview Ct.	6-29-10	MB 6/29/10
Laura Nickerson			
✓ Dennis Jekharan	3533 CEDARVIEW Ct	6/29/10	MB 6/29/10
Dennis Jekharan			
✓ Marilyn Cox	3460 Cedarview Ct	6/29/10	MB 6/29/10
Marilyn Cox			
✓ Byard Cox	" "	"	MB 6/29/10
Byard Cox			
✓ Joyce Jackson	3464 Cedarview Ct	6-29-10	MB 6/29/10
Joyce Jackson			
✓ Dorothy Marion	3566 Cedarview Ct	6-29-10	MB 6/29/10
Dorothy Marion			
✓ Salvador Lopez	3499 Cedarview Ct	6-29-10	MB 6/29/10

Verified by: 
Date: 6/29/10

cont

EXHIBIT A
CURRENT OWNERS - 2010

We, the undersigned, consent to the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions as stated in the preceding document to which this page is attached.

Name	Address	Date	
✓ Kathleen Stone Kathleen Stone	3125 Willowood Dr	6/6/2010	P.E.C.
✓ Berni Steines Bernie Steines	3173 Willowood Dr.	6/6/2010	P.E.C.
✓ Teresa Gordon Teresa Gordon	3185 Willowood Dr	6/6/2010	P.E.C.
✓ Debra Lutz Debra Lutz	3179 Willowood Dr	6/9/10	P.E.C.
✓ Tami Harman Tami Harman	3177 Willowood Dr	6-9-10	P.E.C.
✓ Bradley Peyton Bradley Peyton	3111 Willowood Dr	6/9/10	P.E.C.
✓ Pat L. Am Ende Pat. L. AM ENDE	3127 Willowood Dr.	6/13/10	P.E.C.
✓ Linda Immesaete Linda Immesaete	3169 Willowood Dr	6/9/10	P.E.C.
✓ Ron Immesaete Ron Immesaete	3169 Willowood	6/19/10	P.E.C.
✓ Tom Will Tom Will	3161 Willowood	6/29/10	P.E.C.

Verified by :
Date

Leif Ludy
6/29/10

EXHIBIT A
CURRENT OWNERS - 2010

We, the undersigned, consent to the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions as stated in the preceding document to which this page is attached.

Name	Address	Date
Susie Martin-Nahman Susie Martin-Holman	3021 Willowood Drive	8/3/10
SKM MARY PAULI	3665 Pedanew CT	8-16-10
Sheryl Meoney-Pauli Janet Peterson	3545 Cedarview Ct	8/21/10
Judith Meyer	3567 Cedarview Ct	8/21/10
Randy Nunez	3519 CEDARVIEW CT	8/21/10
Thomas L. Curtis	3504 Cedarview Ct.	8/21/10

Verified by: Jody Mape
Date: 8/3/10 / 8/21/10

EXHIBIT A
CURRENT OWNERS - 2010

We, the undersigned, consent to the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions as stated in the preceding document to which this page is attached.

Name

Address

Date

✓ Bill McChuck Bill McGURK	3077 Willowwood Dr.	06/09/2010	gm
✓ Kay Brown Kay Brown	3035 Willowwood Dr.	06/09/10	gm
✓ Kristine Thompson Christine Thompson	3004 Willowwood Dr	6/9/10	gm
✓ Debra Carlton Debra Carlton	3645 Cedarview Ct	6-9-10	x gm
✓ Sushil Pradhan Sushil PRADHAN	3067 Willowwood Dr	6/9/10	gm
✓ Todd VanHooser Todd VanHooser	3009 Willowwood Dr	6/9/10	gm
✓ Krista Nicklaus KRISTA NICKLAUS	3017 Willowwood Dr.	6-11-10	gm
✓ Rita McGowan Rita McGowan	3061 Willowwood Dr.	7/12/10	gm
✓ Helen M. Davis Helen M. Davis	3011 Willowwood Dr	7-12-10	gm
✓ Marylee Sundt Marylee Sundt	3018 Willowwood Dr	7/12/10	gm
✓ Martha H. Conway MARTHA H. CONWAY	3005 Willowwood Dr.	7/12/10	gm
✓ Jason Peterson Jason Peterson	3029 Willowwood Pr.	7/14/10	gm
✓ Chaire Anthony CHAIRE ANTHONY	3010 Willowwood Dr.	7/14/10	gm
✓ Doug Cooner Douglas Cooner	3063 Willowwood Dr	7/18/10	gm

Verified by: Jody Maper
Date: 7/18/10

14

16

EXHIBIT A
CURRENT OWNERS - 2010

We, the undersigned, consent to the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions as stated in the preceding document to which this page is attached.

Name	Address	Date
✓ <i>Jim Wessel</i> JIM WESSEL	3056 Willowwood Dr.	6-9-10 RRA
✓ <i>Damon Johnson</i> DAMON JOHNSON	3130 Willowwood Dr	6-16-10 RRA
✓ <i>Tara M. Carter</i> TARA M. CARTER	3124 Willowwood Dr.	6-17-10 RRA
✓ <i>Harden Geisse</i> HARDEN GEISSE	3164 Willowwood Dr	6-20-10 RRA
✓ <i>Lisa Ketelaar</i> LISA KETELAAR	3070 Willowwood	6/29/10 RRA
✓ <i>Janice Smirles</i> JANICE SMIRLES	3050 Willowwood Dr.	6/29/10 RRA

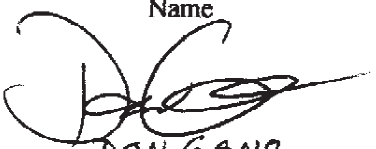

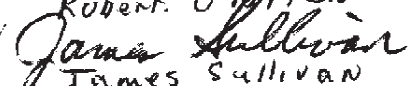




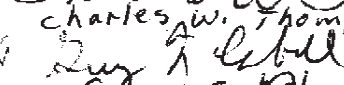


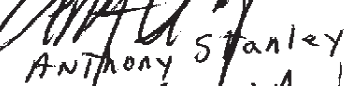

Verified by :
Date

Robert And

19

EXHIBIT A
CURRENT OWNERS - 2010

We, the undersigned, consent to the amended and Restated Declaration of Restrictive and Protective Covenants and Conditions as stated in the preceding document to which this page is attached.

Name	Address	Date	
 DON GANO	3069 Maplewood Dr	06/10/10	EM
Sharon Vaughn Sharon Jackson Jim Vaughn	3075 Maplewood Pr	6-10-10	EM
Bob & Bria			
 Robert O'Brien	3126 Maplewood Dr	06/11/10	EM
 James Sullivan	3130 Maplewood Dr	6-11-10	EM
 Faye Cloug	3116 Maplewood Dr	6-11-10	EM
 David K. Guffer	3125 Maplewood Dr	6-11-10	EM
 Phyllis Thompson	3155 Maplewood	6-11-10	EM
 Charles W. Thompson	3155 Maplewood	6-11-10	EM
 Guy Cabal	3145 Maplewood	6/12/2010	EM
 Carole Six	3051 Maplewood Dr.	6/12/2010	EM
 Anthony Stanley	3150 Maplewood Dr.	6/14/2010	EM
 Kerrie Brown	3112 Maplewood	6-14-2010	EM
 Sophie Pierce	3131 Maplewood	6-17-2010	EM

Verified by: 
Date: 6/28/10

6

EXHIBIT A
CURRENT OWNERS - 2010

We, the undersigned, consent to the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions as stated in the preceding document to which this page is attached.

Name	Address	Date	
✓ Rachel Kwapi Rachel Kwapi John R. Kwapi	3745 Cedarview Ct.	6-13-10	MEF
John R. Kwapi	3745 Cedarwild Ct.	6-13-10	MEF
✓ Lisa A. Novak Lisa A. Novak	3741 CEDARVIEW CT.	6/13/10	MEF
✓ Marilyn J. Overman Marilyn J. Overman	3785 Cedarview Ct.	6/13/10	MEF
✓ Lorraine Turk Lorraine Turk	3583 Cedarview Ct.	06/13/10	MEF
✓ Heather Schwoemer Heather Schwoemer	3563 Cedarview Ct.	6/13/10	MEF
✓ Johanna Cook Johanna Cook	3555 Cedarview Ct.	6/13/10	MEF

Verified by:
Date

Marcia Frey
6-13-10

10

EXHIBIT A
CURRENT OWNERS - 2010

We, the undersigned, consent to the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions as stated in the preceding document to which this page is attached.

Name	Address	Date	
✓ Pam Paulsen Pam Paulsen	3670 Eastwood Ct	6/5/10	P.P.P.
✓ Pat Staley Pat Staley	3118 Maplewood Dr	6/5/10	P.P.P.
✓ Char Sissej Char Sissej	3660 Eastwood Ct	6-5-10	P.P.P.
✓ Jon Fleschman Jon Fleschman	3416 Cedarview Ct.	6-5-10	P.P.P.
✓ Patricia Hawkins Patricia Hawkins	3475 Cedarview Ct	6-5-10	RRR
✓ Christopher Hawkins Christopher Hawkins	3475 Cedarview Ct	6-5-10	RRR
✓ Mary Bailey Mary Bailey	3124 Maplewood	6-5-10	RRR
✓ Robert L. Anderson Robert L. Anderson	3066 Willow wood Dr	6-5-10	DEK
✓ Kathleen A. Anderson Kathleen A. Anderson	3066 Willow wood Dr.	6-5-10	DEK
✓ Richard B. Witycombe Richard B. Witycombe	3669 Eastwood Ct	6-5-10	RRR
✓ Jean A. Witycombe Jean A. Witycombe	3669 Eastwood Ct.	6-5-10	RRR
✓ Diane Rogan Diane Rogan	3730 Eastwood Ct.	6-5-10	RRR
✓ Vicki Crosthwaite Vicki Crosthwaite	3528 Cedarview Ct.	6-5-10	RRR

Verified by: P.P.P.
Date: 6/5/10

RRR
Robert Anderson
6-5-10

Deanne E. Kline
6-5-10

14
16

EXHIBIT A
CURRENT OWNERS - 2010

We, the undersigned, consent to the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions as stated in the preceding document to which this page is attached.

Name	Address	Date	
✓ John Rabine	3658 Eastwood	6/5/10	JSM
✓ Gwen Bossman	3138 Willowwood	6/5/10	JSM
✓ Kathleen M. Young	3775 Cedarview	6/5/10	JSM
✓ Gale A. McLean	3129 Willowwood	6/5/10	JSM
✓ Nate Roush	3156 Willowwoods	6/5/10	JSM
✓ Monte Coy	3472 CEDARVIEW CT.	6/5/10	JSM
✓ Chris Coy	3472 Cedarview Ct.	6/5/10	JSM
✓ Nancy Roush	3675 Cedarview Ct	6/5/10	JSM
✓ Jeanne Mapes	3595 Cedarview Ct -	6/5/10	JSM
✓ Elmer Mapes	3595 Cedarview Court	6/5/10	JSM
✓ Diane Sanderson	3430 Cedarview Ct.	6/5/10	DS
✓ Marcie Fleischman	3552 Cedarview Ct	6/5/10	P.P.
✓ Nancy Kelly	3489 Cedarview Ct	6/5/10	P.P.
✓ Jennifer M. Venema	3690 Eastwood Ct	6/5/10	P.P.
✓ Eric Vyncke	3653 Cedarview Ct	6-5-10	P.P.
✓ Caroline Dose	3739 Cedarview Ct.	6-5-10	P.P.

Verified by: Judy Mapes
Date: 6/5/10

P.P.
6/5/10

17 16

EXHIBIT A
CURRENT OWNERS - 2010

We, the undersigned, consent to the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions as stated in the preceding document to which this page is attached.

Name	Address	Date	Signature
Ann M. Johansen Ann M. Johansen	3140 Maplewood Dr.	06/05/10	MEF
Maxine Y. Ray Maxine Y. Ray	3155 Willowwood Dr.	6/5/10	MEF
Deanne E. Kline Deanne E. Kline	3296 Johnathon Ave	6/5/10	MEF
Jody Mapes Jody Mapes Michael Mapes	3659 Cedarview Ct	6/5/10	MEF
Jody Mapes Jody Mapes Michael Mapes	3582 Cedarview Ct	6/5/10	MEF
Mary Converse Mary Converse	3572 Cedarview	6/5/10	MEF
Barbara Spers	3190 Maplewood Dr	6-5-10	JSM
Terri J. Hinchman Terri J. Hinchman	3024 Willowwood Dr.	6-5-10	JSM
Jaan F. G. Wysoski Jaan F. G. Wysoski	3012 Willowwood Dr	6-5-10	JSM
Susan Zochmeyer Susan Zochmeyer	3437 Cedarview Ct	6-5-10	JSM
Michael Götter Michael Götter	3421 CEDARVIEW CT	6/5/10	JSM
Dorothy Burkhardt Dorothy Burkhardt	3119 maplewood Dr	6/5/10	JSM
Dale Burkhardt Dale Burkhardt	3119 Maplewood Dr	6/5/10	JSM
Kathleen Collins Kathleen Collins	3649 Cedarview Ct	6/5/10	JSM
Jackie Wessell Jackie Wessell	3085 Willowwood Dr	6/5-10	JSM
Barbara Warren Barbara Warren	3170 Willowwood Dr.	6-5-10	JSM
Michael Glauk Michael Glauk	3453 CEDARVIEW CT	6-5-10	JSM
Sandra Enke Sandra Enke	3765 Eastwood Ct.	6-5-10	JSM

Verified by: Maria Tracy
Date: 6-5-2010

Jody Mapes
6-5-2010

EXHIBIT A
CURRENT OWNERS - 2010

We, the undersigned, consent to the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions as stated in the preceding document to which this page is attached.

Name	Address	Date	
✓ Maria Fay	3725 Cedarview Ct	6/5/2010	GM
✓ Marcia Fay	3175 W. Manswood	6/5/2010	MEF
✓ Edward W. Millhorn	3146 Willowood Dr.	6-5-2010	MEF
✓ Margaret A. Paquin	3725 Eastwood Ct	6-5-2010	MEF
✓ Sally Marrett	3075 Willowood Dr	6-5-10	MEF
✓ Deborah Herring	3421 Cedarview Ct	6-5-10	MEF
✓ Ella Bayler	3105 Willowood DR.	6-5-10	MEF
✓ Chuck Woolvorton	3765 Cedarview Ct	6-5-10	MEF
✓ Marlene Woolvorton	3765 CEDARVIEW	6-5-10	MEF
✓ Joyce Olson	3440 Cedarview	6-5-10	MEF
✓ Mae White	3440 Cedarview Ct	6-5-10	MEF
✓ Norman Forster	3152 Willowood Dr.	6-5-10	MEF
✓ Carol Forster	3055 Willowood Dr	6-5-10	MEF
✓ Gladys Holmes	3055 Willowood Dr	6-5-10	MEF
✓ Ralph Kroy	3715 Cedarview Ct	6/5/10	MEF
✓ Irene Kroy	3715 Cedarview Ct	6/5/10	MEF
✓ Cecil Cady	3710 Eastwood Ct.	6/5/10	MEF
✓ Colleen V. Cady	3735 Cedarview Ct.	6/5/10	MEF
✓ James A. Richardson	3735 Cedarview Ct.	6/5/10	MEF
✓ Norma J. Toohay	3165 MAPLEWOOD DRIVE	6/5/10	MEF
✓ Roger Toohay			
✓ Shirley M. Munn			

Verified by: Maria Fay
Date 6-5-2010

9

EXHIBIT A
CURRENT OWNERS - 2010

We, the undersigned, consent to the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions as stated in the preceding document to which this page is attached.

Name Address Date

- ✓ Colleen Fier 3295 Johnathan Ave. 5-24-10 DEK
- ✓ Colleen Fier 3284 Johnathan Ave 5-25-10 } DEK
- ✓ Katherine T. Hicks 3284 Johnathan Ave. 5-24-10 } DEK
- ✓ Katherine T. Hicks
- ✓ Laverne A. Hicks 3284 Johnathan Ave. 5-24-10 } DEK
- ✓ Laverne A. Hicks
- ✓ Tom Norman 3032 Willowwood Dr 5-26-10 DEK
- ✓ Tom Norman
- ✓ Tom Norman 3030 Willowwood Dr 5-26-10 DEK
- ✓ Tom Norman
- ✓ Sue Witte 3058 Willowwood Dr 5-28-10 DEK
- ✓ Sue Witte
- ✓ Marilyn Hartman 3605 Cedarview Court 5-31-10 DEK
- ✓ Marilyn Hartman
- ✓ Amy Moskowitz 3431 Cedarview 6-2-10 DEK
- ✓ Amy Moskowitz
- ✓ Andrew Moskowitz 3431 Cedarview CT 6-2-10 DEK
- ✓ Andrew Moskowitz
- ✓ Marcia E. Lee 3503 Cedarview Ct 6-4-2010 DEK
- ✓ Marcia E. Lee
- ✓ Barbara A. Manlove 3294 Johnathan Ave. 6-4-2010 DEK
- ✓ Barbara A. Manlove
- ✓ Ray A. Kline 3296 JOHNATHAN AVE 6-5-2010
- ✓ Ray A. Kline

Verified by :
Date Deanne E. Kline
6/5/2010

EXHIBIT A
CURRENT OWNERS - 2010

We, the undersigned, consent to the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions as stated in the preceding document to which this page is attached.

Name	Address	Date	
Stacy Yowell	3290 Jonathan Ave	9 Aug 10	DEK
Jean Jones	3045 Maplewood Dr.	Aug 10	DEK
Jean Jones			
Edmund S. Jones	3045 Maplewood Dr.	8/9/10	DEK
Marylett Chestang	3569 Cedarview Ct.	8/11/10	DEK
Kelly Gwin	3450 Cedarview Ct.	7-11-10	DEK

Verified by: Deanne E. Kline
Date: Aug 9/10
Aug 11/10

5

EXHIBIT A
CURRENT OWNERS - 2010

We, the undersigned, consent to the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions as stated in the preceding document to which this page is attached.

Name	Address	Date	
✓ Dave Wessel DAVE WESSEL	3293 Johnathan	6/6/10	DEK
✓ Kathy Wessel KATHY WESSEL	3293 Johnathan	6-6-10	DEK
✓ Brian Stein BRIAN STEIN	3291 Johnathan	6-7-10	DEK
✓ Jim Krueger JIM KRUEGER	3283 Johnathan	6-7-10	DEK
✓ Mary T. Roseman MARY T. ROSEMAN	3277 Johnatha Ave	6/9/2010	DEK
✓ Christina Stoffer CHRISTINE STOFFER	3027 Willowood Dr.	7/2/2010	DEK

Verified by: Deanne Kline
Date: 7/1/10 + 7/2/10

EXHIBIT A
CURRENT OWNERS - 2010

We, the undersigned, consent to the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions as stated in the preceding document to which this page is attached.

Name	Address	Date
Virginia Sorenson VIRGINIA K. SORENSON	3775 Eastwood Ct	7/11/10
Elizabeth Pogue Elizabeth Pogue	3685 Eastwood Ct	7/11/10
Jane Lorenzen Jane Lorenzen	3700 Eastwood Ct	7-16-10

Verified by: Jennifer Brea
Date: 7/16/10

EXHIBIT A
CURRENT OWNERS - 2010

We, the undersigned, consent to the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions as stated in the preceding document to which this page is attached.

Name	Address	Date	
✓ <i>William M. Ruht</i> William M. Ruht	3655 Eastwood Ct	6/13/10	JmV
✓ <i>Kevin Schmieder</i> Kevin Schmieder	3665 Eastwood Ct	6/13/10	JmV
✓ <i>Melinda Geich</i> Melinda Geich	3745 Eastwood Ct	6/13/10	JmV
VOID <i>Roger Lee</i>	3776 Eastwood Ct	6/13/10	JmV

Verified by: *Jennifer McVea*
Date: *6/14/10*

By signing below, the undersigned acknowledges receipt of the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village, dated as of ~~June 5~~^{7/26}, 2010. The undersigned consents to the amendments of the Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village dated November 19, 1976 (the "Declarations") and represents that he/she/it is the "Lot Owner" as defined in the Declarations.

5192
Name Linda Swanson
Title _____
Lot Address 3299 Johnathan

Name _____
Title _____
Lot Address _____

If possible, please have your signatures notarized, or at least witnessed. We need the signatures of each person named on the Deed of Record. Thank you for your help.

STATE OF IA Scott COUNTY, SS: 480-54-7773

On 8-10, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____ to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

Notary Public in and for said State

Or Witnessed by Linda Phelan
Address: 15362 250th AVE
Spitt Lake Ia 51360

~~Mail to Cedar Tree Village Homeowners Association P.O. Box 1438, Bettendorf, IA 52722~~

By signing below, the undersigned acknowledges receipt of the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village, dated as of ~~June 5~~^{Y/A/B}, 2010. The undersigned consents to the amendments of the Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village dated November 19, 1976 (the "Declarations") and represents that he/she/it is the "Lot Owner" as defined in the Declarations.

MARY BEHRENS
Name Mary Behrens
Title owner
Lot Address 3135 Willowwood Drive

Name _____
Title _____
Lot Address _____
rule
8-15-10

If possible, please have your signatures notarized, or at least witnessed. We need the signatures of each person named on the Deed of Record. Thank you for your help.

STATE OF _____, _____ COUNTY, SS:

On _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____ to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

Notary Public in and for said State

Or Witnessed by Robert L. Quail
Address: 3066 Williams
Bethesda MD

By signing below, the undersigned acknowledges receipt of the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village, dated as of ~~June 5~~^{June 25}, 2010. The undersigned consents to the amendments of the Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village dated November 19, 1976 (the "Declarations") and represents that he/she/it is the "Lot Owner" as defined in the Declarations.

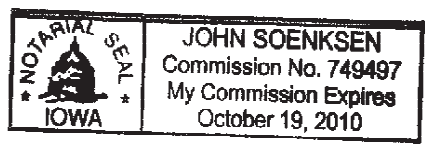
Lisa Fuhrman
Name Lisa Fuhrman
Title _____
Lot Address _____
3117 Willowwood Drive

Name _____
Title _____
Lot Address _____

If possible, please have your signatures notarized, or at least witnessed. We need the signatures of each person named on the Deed of Record. Thank you for your help.

STATE OF Iowa, Scott COUNTY, SS:

On June 1, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Lisa Fuhrman and _____ to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



John Soenkse
Notary Public in and for said State

Or Witnessed by _____
Address: _____

11

By signing below, the undersigned acknowledges receipt of the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village, dated as of ~~June 5~~⁴⁻²⁶, 2010. The undersigned consents to the amendments of the Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village dated November 19, 1976 (the "Declarations") and represents that he/she/it is the "Lot Owner" as defined in the Declarations.

Bernard Schmertmann
Name Bernard J. Schmit
Title OWNER
Lot Address 3681 EASTWOOD CT.
BETTENDORF, IOWA 52722

Virginia Schmertmann
Name Virginia Schmertmann
Title owner
Lot Address 3681 Eastwood Court.
Bettendorf, Iowa 52722

If possible, please have your signatures notarized, or at least witnessed. We need the signatures of each person named on the Deed of Record. Thank you for your help.

STATE OF Iowa, SCOTT COUNTY, SS:

On May 25, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Bernard Schmertmann and Virginia Schmertmann to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Lindsey D Kennedy
Notary Public in and for said State

Or Witnessed by _____
Address: _____

✓

By signing below, the undersigned acknowledges receipt of the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village, dated as of ~~June 5~~⁷⁻²⁶, 2010. The undersigned consents to the amendments of the Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village dated November 19, 1976 (the "Declarations") and represents that he/she/it is the "Lot Owner" as defined in the Declarations.

Teena M. Cook
Name Teena M Cook
Title _____
Lot Address 3770 Eastwood Ct
Bettendorf IA 52722

Name _____
Title _____
Lot Address _____

If possible, please have your signatures notarized, or at least witnessed. We need the signatures of each person named on the Deed of Record. Thank you for your help.

STATE OF _____, _____ COUNTY, SS:

On _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____ to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

Notary Public in and for said State

Or Witnessed by Teena M Cook
Address: 1900 S Amber Dr.

By signing below, the undersigned acknowledges receipt of the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village, dated as of ~~June 9~~⁷⁻²⁶, 2010. The undersigned consents to the amendments of the Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village dated November 19, 1976 (the "Declarations") and represents that he/she/it is the "Lot Owner" as defined in the Declarations.

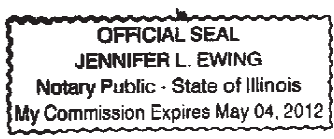
Krista Forbes
Name Krista Forbes
Title _____
Lot Address 3298 Johnathon

Name _____
Title _____
Lot Address _____

If possible, please have your signatures notarized, or at least witnessed. We need the signatures of each person named on the Deed of Record. Thank you for your help.

STATE OF Illinois, Henderson COUNTY, SS:

On Krista Forbes, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared in front of me and is personally known to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as ___ voluntary act and deed.



Jennifer L. Ewing
Notary Public in and for said State

Or Witnessed by _____
Address: _____

By signing below, the undersigned acknowledges receipt of the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village, dated as of ~~June 5~~^{June 26}, 2010. The undersigned consents to the amendments of the Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village dated November 19, 1976 (the "Declarations") and represents that he/she/it is the "Lot Owner" as defined in the Declarations.

HAPPY JOES

Tim Whitty
Name Tim Whitty
Title MANAGER
Lot Address 3278 Johnson
Bethesda IA 52722

Name _____
Title _____
Lot Address _____

If possible, please have your signatures notarized, or at least witnessed. We need the signatures of each person named on the Deed of Record. Thank you for your help.

STATE OF Iowa, Scott COUNTY, SS:

On May 13, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Tim Whitty and _____ to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.



Sarah Carroll
Notary Public in and for said State

Or Witnessed by _____
Address: _____

By signing below, the undersigned acknowledges receipt of the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village, dated as of ~~June 5~~⁶⁻²⁶, 2010. The undersigned consents to the amendments of the Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village dated November 19, 1976 (the "Declarations") and represents that he/she/it is the "Lot Owner" as defined in the Declarations.

Brian M. Beaudry
Name BRIAN BEAUDRY
Title MR.
Lot Address 3055
MAPLEWOOD DRIVE

Name _____
Title _____
Lot Address _____

If possible, please have your signatures notarized, or at least witnessed. We need the signatures of each person named on the Deed of Record. Thank you for your help.

STATE OF _____, _____ COUNTY, SS:

On _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____ to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

Notary Public in and for said State

Or Witnessed by Deanne D. Klum 5/29/10
Address: 3296 Johnathan Ave

By signing below, the undersigned acknowledges receipt of the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village, dated as of ~~June~~ ^{June 5}, 2010. The undersigned consents to the amendments of the Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village dated November 19, 1976 (the "Declarations") and represents that he/she/it is the "Lot Owner" as defined in the Declarations.

Signature: *Mark Link*
Print: MARK LINK
Title: Owner
Lot Address: 3535 Ordway Ct.
Bethesda, IA 52722

Signature: _____
Print: _____
Title: _____
Lot Address: _____

If possible, please have your signatures notarized, or at least witnessed. We need the signatures of each person named on the Deed of Record. Thank you for your help.

STATE OF _____, _____ COUNTY, SS:

On _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____ to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

Notary Public in and for said State

Or Witnessed by *Sharon E. Kline*
Address: 5296 Johnathan Ave.
Bethesda IA 52722
8/29/10

By signing below, the undersigned acknowledges receipt of the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village, dated as of ~~June~~⁶⁻²⁶, 2010. The undersigned consents to the amendments of the Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village dated November 19, 1976 (the "Declarations") and represents that he/she/it is the "Lot Owner" as defined in the Declarations.

Signature: *Christine Walker*
Print: Christine Walker
Title: owner
Lot Address: 3755 Cedarview Ct
Beth. IA 52722

Signature: _____
Print: _____
Title _____
Lot Address _____

If possible, please have your signatures notarized, or at least witnessed. We need the signatures of each person named on the Deed of Record. Thank you for your help.

STATE OF _____, _____ COUNTY, SS:

On _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____ to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

Notary Public in and for said State

Or Witnessed by *Dianne E. Glavin*
Address: 3296 Johnathan
Bethesda IA 52722
8/28/10

By signing below, the undersigned acknowledges receipt of the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village, dated as of ~~June 5~~, 2010. The undersigned consents to the amendments of the Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village dated November 19, 1976 (the "Declarations") and represents that he/she/it is the "Lot Owner" as defined in the Declarations.

Signature: Robert L. Schwarz
Print: ROBERT L. SCHWARM
Title: Owner
Lot Address: 3562 Cedarview Ct
Bettendorf Iowa

Signature: Judith Schwarz
Print: Judith Schwarz
Title: Owner
Lot Address: 3562 Cedarview Ct
Bettendorf Iowa

If possible, please have your signatures notarized, or at least witnessed. We need the signatures of each person named on the Deed of Record. Thank you for your help.

STATE OF Iowa, Scott COUNTY, SS:

On August 20th, 2010, before me, the undersigned, a ~~Notary Public~~ in and for said State, personally appeared _____ and _____ to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

~~Notary Public in and for said State~~

Or Witnessed by Aune Sakne
Address: 4161 E Kingston Ct
BETT IA

By signing below, the undersigned acknowledges receipt of the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village, dated as of ~~June~~⁴⁻²⁶, 2010. The undersigned consents to the amendments of the Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village dated November 19, 1976 (the "Declarations") and represents that he/she/it is the "Lot Owner" as defined in the Declarations.

Signature: Linda S. Ottman
Print: Linda S. Ottman
Title: Property owner
Lot Address: 3720 Eastwood Court
Bettendorf, Iowa 52722

Signature: _____
Print: _____
Title: _____
Lot Address: _____

If possible, please have your signatures notarized, or at least witnessed. We need the signatures of each person named on the Deed of Record. Thank you for your help.

STATE OF ILLINOIS, ROCK ISLAND COUNTY, SS:

On AUGUST 23, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared LINDA S. OTTMAN and N/A to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that SHE executed the same as A voluntary act and deed.

Jon Charles Cook
Notary Public in and for said State



Or Witnessed by _____
Address: _____

By signing below, the undersigned acknowledges receipt of the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village, dated as of ~~June 5~~, 2010. The undersigned consents to the amendments of the Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village dated November 19, 1976 (the "Declarations") and represents that he/she/it is the "Lot Owner" as defined in the Declarations.

Signature: *Doris M. Adams*
Print: DORIS M. ADAMS
Title: OWNER
Lot Address: 3615 Cedarview Ct
Bethesda, IA 52722

Signature: _____
Print: _____
Title: _____
Lot Address: _____

If possible, please have your signatures notarized, or at least witnessed. We need the signatures of each person named on the Deed of Record. Thank you for your help.

STATE OF _____, COUNTY, SS:

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____ to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

Notary Public in and for said State

Or Witnessed by *Melinda A. Roth*
Address: 4580 Paulsen Rd.
Bethesda, IA 52722

9-1-10

By signing below, the undersigned acknowledges receipt of the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village, dated as of ~~June 5~~^{Nov 26}, 2010. The undersigned consents to the amendments of the Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village dated November 19, 1976 (the "Declarations") and represents that he/she/it is the "Lot Owner" as defined in the Declarations.

Signature: Frank K. O'Toole
Print: Frank K. O'Toole
Title _____
Lot Address 3750 Eastwood Ct,
Bethesda, VA 52722

Signature: _____
Print: _____
Title _____
Lot Address _____

If possible, please have your signatures notarized, or at least witnessed. We need the signatures of each person named on the Deed of Record. Thank you for your help.

STATE OF Illinois, Rock Island COUNTY, SS:

On September 1st, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Frank K O'Toole and _____ to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Jennifer R. Nicke
Notary Public in and for said State

Or Witnessed by _____
Address: _____

By signing below, the undersigned acknowledges receipt of the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village, dated as of June 5, 2010. The undersigned consents to the amendments of the Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village dated November 19, 1976 (the "Declarations") and represents that he/she/it is the "Lot Owner" as defined in the Declarations.

Signature: *Terri L. Pong*
Print: TERRI L. PONG
Title _____
Lot Address 3760 Eastwood Ct
Bett, Ia

Signature: _____
Print: _____
Title _____
Lot Address _____

If possible, please have your signatures notarized, or at least witnessed. We need the signatures of each person named on the Deed of Record. Thank you for your help.

STATE OF _____, _____ COUNTY, SS:

On _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____ to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

Notary Public in and for said State

Or Witnessed by *Alpha A. Pong*
Address: 1577-25th St.
Bettendorf, IA 52122

Date: 9.15.10

By signing below, the undersigned acknowledges receipt of the Amended and Restated Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village, dated as of June 5, 2010. The undersigned consents to the amendments of the Declaration of Restrictive and Protective Covenants and Conditions for Cedar Tree Village dated November 19, 1976 (the "Declarations") and represents that he/she/it is the "Lot Owner" as defined in the Declarations.

Signature: Brenda K. Wilson
Print: Brenda K Wilson
Title _____
Lot Address 3085 Maplewood Dr.
Bethendorf

Signature: _____
Print: _____
Title _____
Lot Address _____

If possible, please have your signatures notarized, or at least witnessed. We need the signatures of each person named on the Deed of Record. Thank you for your help.

STATE OF _____, _____ COUNTY, SS:

On _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____ to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

Notary Public in and for said State

Or Witnessed by Bill Beard
Address: 2328 4th Street
Molokai, HI 96765