

Prepared by and return to:
William J. Shafer, Attorney, 23 Allamakee Street, Waukon, Iowa 52172

**DECLARATION OF ESTABLISHMENT
OF
A HORIZONTAL PROPERTY REGIME (CONDOMINIUM)
TO BE KNOWN AS
SANDY POINT CONDOMINIUMS**

The UNDERSIGNED, Bemystic Enterprises, L.L.C., hereinafter referred to as Developer, hereby submits the land and buildings hereinafter described to a Horizontal Property Regime pursuant to the provisions of Chapter 499B of the 2005 Code of Iowa, thereby establishing a plan for individual ownership of the area or space contained in each unit and establishing the co-ownership of all the remaining real property by the individual owners as tenants in common. This Declaration shall constitute covenants binding upon the Developer, all subsequent owners and their successors in interest, with said Declaration to run with the land and be binding on all heirs, assigns and successors in interest. As used throughout this Declaration, "Apartment" and "Unit" shall have the same meaning as "Condominium Unit".

I. ESTABLISHMENT

In compliance with Section 499B.4 of the 2005 Code of Iowa, the following declarations are made:

1. The description of the land to be subject to this Horizontal Property Regime (Condominium) is as follows:

Lot 1 of Lot 2 in Government Lot 2 and Lot 28 of Government Lot 1, all in Section 26, Township 97 North, Range 3 West of the 5th P.M., Allamakee County, Iowa
2. The buildings submitted to this Declaration are three three-story twelve-unit residential structures with no basements. Also submitted are all improvements on the real estate above identified. The principal material of all residential structures is wood.
3. The three residential buildings are individually named. The most northerly residential building is designated Hawk. The residential building directly to the south of

Hawk is designated Eagle. The residential building directly to the south of Eagle is designated Falcon. The bathhouse is located directly to the west of the Eagle residential building. The pool is located south of the bathhouse. For the location of all of these buildings see attached Exhibit "A" which includes: Drawing A, showing the relative position of the buildings pursuant to the site plan; Drawing B, showing the dimensions to Eagle and proposed location with dimensions to the other two buildings; and Drawing C, showing the dimensions of building Eagle with its perimeter dimensions. The apartment number of each apartment, its location, approximate area, number of rooms and immediate common area to which each apartment has access are shown on the site plan and building plans which are attached Exhibit "B".

4. At the time of filing of this Declaration only Eagle residential building, pool, bathhouse, well, well house, roadways, utilities and sidewalks are being constructed as well as twelve docks. Each unit owner will be provided one dock. The docks are all of equal size and are initially available on a first come first serve basis with larger boats using the outside docks. Once initially chosen, the dock selected shall become part of that unit. No dock unit may be sold without sale of the appurtenant apartment unit. No apartment unit may be sold without the sale of the appurtenant dock unit. The two remaining residential buildings and subsequent docks will be constructed as market conditions warrant. The interior of the individual apartment units on the buildings to be constructed may not be identical. The exterior of the additional residential buildings will have continuity but may not be identical. The Developer reserves the right to make other modifications in construction as long as such modifications shall not materially affect any purchaser's rights or obligations. The Developer retains the unilateral right until all 36 residential units are sold, or until all units are developed as set forth in Item II, to make these variations and if Developer elects to do so, Developer shall file a supplemental declaration setting out such variations.

II. DEVELOPER RESERVATIONS

1. Developer owns real property adjacent to that property described in paragraph one, with that adjacent property legally described as follows:

Lot 2 in Government Lot 2 except Lot 1 of Lot 2 of Government Lot 2, all in Section 26, Township 97 North, Range 3 West of the 5th P.M., Allamakee County, Iowa

Developer reserves the unconditional and absolute right to develop this property and any adjoining property Developer may acquire into condominium units, multiple and/or single family residences as market conditions warrant and local, state and federal regulations permit.

2. To preserve the right to develop the property described above and any adjoining property acquired by Developer, Developer reserves unconditionally and absolutely: 1) non-exclusive perpetual easements for ingress and egress over and across all roadways as reflected in Exhibit "A" for access purposes; 2) the non-exclusive perpetual right to connect additional properties onto sanitary sewer lines so long as such additions do not exceed the lines capacity and the perpetual right to connect additional properties to the well and expand the pumping and storage capacity of the well but not in excess of the wells ultimate capacity based on the water available from the aquifer the well is drawing from, and easements to access the same; 3) the right to grant additional parties use of the pool and bathhouse; 4) the non-exclusive right to grant additional parties the right to use the river access easement and lift and the right to access the same; and 5) the right, in the event condominiums are built, to add said condominiums to this Declaration by amendment with notice to the Association.

3. All utility easements reserved shall generally follow the existing lines and shall allow for connections to the existing lines with future improvements utilizing available open space, roadway and parking corridors, sidewalks and yard spaces. These utilities shall include, but not be limited to, water, sanitary sewer, drainage, electric, television cable and telephone lines. All easements reserved to access the well, well house, pool, bathhouse and river access shall follow existing/planned sidewalks, roadways and parking corridors.

4. It is contemplated that if condominiums are constructed they will be added to this Declaration by supplemental declaration with notice to the Association and made a part of, subject to all obligations and benefits of the original members. In the event single family or multiple family homes are constructed, they shall not be added to this Declaration but the Developer reserves the unconditional right, but is not required to, grant them pool rights and dock space, with the rights granted filed and notice provided to the Association.

5. In no event may more than 60 additional condominium units or family residences (ie. a duplex shall be considered two family residences) may be granted the rights reserved under this Item.

6. Any unit/residence granted rights under this reservation shall be required to contribute to the maintenance, repair and/or replacement of the same, whether that be by a supplemental declaration filed in the case of condominium units or a filed grant of said right(s) in the case of single or multiple family homes. All single and/or multiple family units will be required to contribute to the maintenance, repair and/or replacement of the rights they are granted in proportional to their use.

7. In the event Developer adds additional condominiums, Developer reserves the unconditional right to amend this Declaration to add those units on as if they were set forth in this original Declaration. In such event, the ownership fractions set forth in Item III, paragraph 3, may expand beyond 36 but the total fraction cannot exceed 96.

8. The rights reserved under this Item are fully assignable and transferable by the Developer without the consent of the Association and any reservation set forth in this Item cannot be removed or amended by a vote of the Association without the consent of the Developer.

III. OWNERSHIP

1. Ownership of a unit carries with it the ownership of an undivided interest in all general common elements and facilities as defined herein. These general common elements and facilities, which shall be held by the owners as tenants in common, shall include but not be limited to the land on which the buildings are erected, the foundations, the main sanitary sewer and water lines, well, the walls, floors, ceilings and roofs of each unit the buildings (except the interior surfaces and except partition walls within individual units), the main exterior doors of each building, the bathhouse, swimming pool, well, well house, dock, river lift, mailboxes, stairways, fire escapes, walkways, garbage collection area, driveways, parking lots, sidewalks, outside electrical lighting units, landscaping, shrubbery and general improvements to the grounds, lawn or river front, pipes, wires, fire alarm system, conduit and other public utility lines which are utilized for or serve more than one unit, facilities and personal property required for the use of personnel engaged in performing service for the development and all other devices

or installations existing for common use and defined as General Common Elements by Section 499B.2 of the 2005 Code of Iowa. The owner of a unit shall be deemed to own the cupboards, counters, plumbing fixtures and walls or partitions that are contained wholly within the particular unit and shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floor and ceiling including paint, wallpaper, linoleum, carpeting, etc., which are deemed to be a permanent part of each unit. The owner of each unit shall be solely responsible for the care, maintenance, repair, replacement and restoration of each unit including windows, interior doors, entrance doors to individual units, plumbing and lighting fixtures, heating and air-conditioning equipment, refrigerator, dishwasher, disposal, range or other equipment or personal property connected with such unit for its exclusive use, except as otherwise provided.

In the event pipes, wires, conduits or other public utility lines run through one unit which are utilized for or serve one or more other units, a valid perpetual easement for the maintenance of said pipes, wire, conduits, or other public utility lines shall exist and in the event any part of the building is partially or totally destroyed and later rebuilt, repaired, or restored as hereinafter provided, a valid perpetual easement for replacement and maintenance of said pipes, wires, conduits or other public utility lines shall exist.

2. Patios, decks, building entrances and entrance sidewalks are for the exclusive use of the respective units, but repair and maintenance shall be a common expense.

3. The fractional interest which each unit bears to the entire Horizontal Property regime is one/twelfth (1/12). That fractional interest will change as each new residential unit is sold in the subsequent buildings that are completed. By example, when the first unit is sold in second constructed residential building, that fractional interest will go to one thirteenth 1/13, then 1/14 and so on until all twelve of those units are sold. At that time then the interest for all owners would be 1/24th. This progression of fractional interest change will continue until all 36 of the initial units, or up to 96 in the event the Developer adds 60 additional condominium units pursuant to Developer reservations as contained in Item II. In the event all 96 condominium units are created, then the fractional interest each unit bears to the entire regime will be one/ninety-sixth (1/96). Payment of common expenses and voting rights shall be consistent with the fractional interest except as hereinafter set forth.

IV. REPAIR/REPLACEMENT

1. In the event of damage or destruction of all or part of the property covered by this Horizontal Property Regime, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as is practical in a lawful and workmanlike manner. The proceeds of any insurance maintained pursuant to this Declaration or any By-Laws of Sandy Point Condominium Owners Association shall be used for such purpose, subject to the rights of first mortgagees whose interests may be protected by said policies.

If the proceeds of such insurance policies for restoration and repair is eighty-five percent (85%) or more of the estimated costs or restoration and repair, an emergency assessment may be levied by the Association if necessary to provide the funds for such reconstruction and repair over and above the amount of insurance proceeds available for such purpose. In the event the insurance proceeds are less than eighty-five percent (85%) of the estimated cost of restoration and repair, the improvements shall not be replaced or restored unless approved by a vote or written consent of the majority of the total number of votes outstanding and entitled to be cast.

In the event a determination is made not to replace or restore the improvements on the condominium property, the entire condominium property shall be deemed owned in common by the apartment owners and subject to partition and sale. In the event excess insurance proceeds are remaining they shall be retained in the general funds of the Association.

Insurance policies purchased by the Association shall provide coverage at replacement cost. Any policy purchased by the Association shall not provide coverage for the care, maintenance, repair, replacement, or restitution of those items which are the sole responsibility of the owner of each unit as set out in paragraph four of this Declaration. The Association shall also obtain comprehensive general liability insurance which shall protect the Association for bodily injury and property damage. The personal property of the unit owners, such as furniture and clothing, will not be covered by the Association's policy. Any owner may and is encouraged to carry personal liability insurance.

2. Damage caused to a unit through maintenance by the Association shall be repaired by the Association as a common expense.

V. ADMINISTRATION

1. The administration of this Regime shall be vested in Sandy Point Condominium Owner's Association, a non-profit corporation, consisting of all of the owners of the condominium units subject to the provisions herein and any additional owners added pursuant to Item II. Each condominium unit shall have one vote in the Association. In the event of any single or multi-family residences granted rights reserved by the Developer, those residences shall not be members of the Association but shall have the right to notice and to vote on any matter coming before the Association in which they have rights granted, which rights and voting rights cannot be removed by the Association. The condominium Association shall be the "Council of Co-Owners" within the meaning of Chapter 499B of the 2005 Code of Iowa and shall have all powers and authority granted to it by said Chapter, including, but not limited to the responsibility for the care, maintenance, repair, replacement and restoration of the structure, common elements and facilities and the making of assessments and special assessments chargeable to owners. All sums so assessed but unpaid shall constitute a lien on the respective unit prior to all other liens, except: 1) liens for taxes and assessments lawfully imposed by governmental authority against such property; and 2) all sums secured by mortgages of record. Such lien may be foreclosed by suit by the Association or its representatives in like manner as a mortgage of real property provided that thirty (30) days written notice of the intention to foreclose shall be mailed, postage prepaid, to the owner as shown by the Association's record of ownership as set out below. In the event a lien of the Association shall be foreclosed, the unit owner shall be required to pay a reasonable rental for the unit and the Association shall be entitled to the appointment of a receiver to collect the same. The Association or its representatives shall have the power to bid on such unit at foreclosure sale and to acquire, hold, lease, mortgage and convey such unit. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

2. The Association may perfect a lien for unpaid assessments by filing a notice thereof with the Allamakee County Recorder with the notice to be signed by an officer of the Association.

3. When a mortgagee or purchaser of a unit obtains title as a result of foreclosure of a first mortgage, such mortgagee or purchaser shall not be liable for the assessments chargeable to such unit due prior to the acquisition of title. Such unpaid assessment shall thereafter be deemed to be common expenses collectable from all unit owners including the mortgagee or purchaser.

4. In a voluntary conveyance, the Grantee of an apartment shall be jointly and severally liable with the Grantor for all unpaid assessments on that unit up to the time of the conveyance. The Grantees shall, however, retain the right to recover from the Grantor any amounts paid by the Grantee therefore. Any Grantee under a voluntary conveyance shall be entitled to a statement from the Council of Co-Owners of its representatives stating the amount of the unpaid assessments against the Grantor and said Grantee shall not be liable for nor shall the apartment conveyed be subject to a lien for any unpaid assessments in excess of the amount appearing in said statement.

5. The term "owner" as used in this Declaration and in the By-Laws shall mean record holder of title to the unit and shall include a contract purchaser in possession. In the event of multiple, corporate or fiduciary ownership, said owner or owners shall designate in a letter filed with the Secretary of the Association, a person to act as owner in connection with the voting rights and administration referred to in this Declaration and the By-Laws. Notices to be given by the Association are properly given to the owner or owners of the respective unit if given to the designated person. Each unit shall be entitled to have one vote but not more than one and that vote may not be split. The owner of a unit in Sandy Point Condominiums shall be a member of the Association and shall remain a member until such time as ownership ceases for any reason.

6. Any instrument affecting an interest in real estate owned or held by the Association shall be executed by any two officers upon authorization of the Association.

7. All agreements and determinations lawfully made by the Association or its Board or Officers shall be deemed binding upon all owners, their tenants, guests, successors or assigns. Failure to comply with the Declaration, By-Laws, decisions, rules, resolutions, agreements and determinations of the Association or its Board of Directors or Officers shall be grounds for an action to recover damages or for injunctive relief.

8. No owner may be exempted from liability for contributions toward common expenses by waiver of the use or enjoyment of the common elements and facilities or by the abandonment of the unit.

9. Voting by an owner may be written proxy filed with the Secretary of the Association.

10. The Association may:

- A. Prohibit pets only if such prohibition is approved by 100% of the Association's voting members;
- B. Regulate the use of motorcycles or other power driven equipment on the premises;
- C. Control the erection of For Sale or other signs;
- D. Regulate or assign designated parking areas;
- E. Assign and authorize all boat dock equipment and lifts;
- F. Restrict or prohibit parking of boats, recreational vehicles and equipment of a similar nature;
- G. Adopt rules and regulations for the use of the pool, bathhouse, river stairs and river lift; and
- H. Adopt, amend and enforce other reasonable restrictions and regulations related to the use and enjoyment of the premise.

11. Notwithstanding any other provision herein or in the By-Laws, Developer is irrevocably empowered to transact on the property any business relating to construction, sale, lease or rental of units, including the right to maintain models, offices, signs, employees, equipment and materials on the premises. This right shall continue until this Development has been fully developed and sold.

12. Every director and officer of the Association shall be indemnified by the Association for all expenses and liabilities including legal fees reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party by reason of his or her being or having been a director or officer of the Association, except in such cases where the director or officer is adjudicated guilty of willful misfeasance or malfeasance in the performance of his or her duties. In the event of a settlement, this indemnification shall apply only when the Board of Directors approves

such settlement as being in the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all the rights to which such directors or officers may be entitled.

VI. RESTRICTIONS & COVENANTS

1. The property shall be used for residential purposes only, and unless agreed upon by all unit owners, except for Developer, the leasing or renting to a non-owner shall be limited to a minimum period of thirty (30) days. All leases shall be in writing and a copy thereof provided to the Association prior to possession. No lease shall relieve the owner as against the Association and other owners from any responsibility or liability imposed by the condominium documents.

2. No unit may be sold without also conveying to the same purchaser that unit's interest in the common elements. Likewise, no sale or conveyance of an interest in the common elements and facilities can be made without a sale or conveyance to the same purchaser of the corresponding unit.

3. No owner shall make any alteration or improvement to or extension into any common element or facility or remove any portion thereof without approval of the Association.

4. No owner shall convey, mortgage or lease any unit unless and until all common charges assessed and accrued have been paid.

5. No animal pens, sheds, fences or other outbuildings, wires or structures of any kind shall be erected by any owner in any common area. No noise, including barking, or other activity shall be allowed which unduly interferes with the peaceful possession and proper use of the property by its owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed. All laws, ordinances and regulations of governmental bodies shall be observed by the owners and by the Association.

6. No owner shall have more than two pets, no exotic pets are allowed and the following dog breeds are not allowed: akita, chow, Doberman pinscher, English bull terrier, pit bull breeds, rottweiler; wolf hybrids, American bandogge mastiff, bullmastiff, neopolitan mastiff, presa canario, boerboel; kyiapso; Siberian/Alaskan/Eskimo/Greenland husky; Alaskan malamute; olde English bulldog (not to be confused with English bulldog

which is allowed); Catahoula; American white shepherd; German shepherd; any mix of the above or any trained attack or guard dog or any dog that has a previous bite history.

7. Boat dock covers, when installed, shall be a uniform color as determined by the Board.

8. Because of fire hazards, no live coal charcoal grills or live trees, including Christmas trees, are allowed on any patio decks or in any units. Outside areas shall be designated for the use of live coal charcoal grills.

9. Each unit owner covenants and agrees to pay the separately metered electric utility expense, to maintain a minimum year round temperature of 55 degrees Fahrenheit within the unit and to turn off the water to the unit if the owners expect it to be unoccupied for seven (7) days or more. All units shall pay the water system assessment and one time hook-up fees set forth in Article VII.

10. An owner shall be liable to the Association for the expenses of any maintenance, repair, or replacement rendered necessary by his or her act, neglect or carelessness or by that of the owner's family, guests, employees, agents or lessees, which liability shall include any increase in insurance rates resulting there from.

11. Fire escapes are provided for emergency use only and are not to be used by anyone as entrance or exits to any unit.

VII. WATER SUPPLY SYSTEM

1. The water supply system shall initially remain the property of the Developer and then transferred to the Association and the Association shall accept the system on or before July 1, 2007. In the event the adjacent and any contiguous property is not fully developed by this time, the reservations by Developer to add additional parties to the well shall continue until the property is fully developed.

2. When the water supply system becomes an active public water system it will be classified as a community system and the Association will be responsible for:

A. Securing the services of a certified operator to monitor and test the system as required; prepare a standard operating procedure for routine and emergency operations; develop a yearly Consumer Confidence Report and supply the same to the customers and in all other manner

comply with all local, state and federal requirements for the water system;

- B. Create a dedicated account for the handling of all funds for operation of the water system and set aside approximately 10% of the budgeted amount each year for reserves;
- C. Estimated annual costs of operating the water system are \$2262.00 and the Association shall initially assess \$15.00 per month per unit for the expense of the water system and assess each unit a one time hook-up fee of \$416.00. The monthly assessment fee shall be reviewed annually and may be raised to accommodate additional expenses. Assessments not paid when due shall become liens against the respective unit and enforceable according to Iowa law.
- D. At all times the owner and anyone who has an interest in the well and any owner who is within the wellhead protection easement shall comply with the minimum distance requirements as set forth in 567 IAC 43, Table A, a copy of which is attached and marked Exhibit "C".

VIII. AMENDMENTS

1. With the exception of Articles II, III and V(1), this Declaration may be amended in any of the following manners:

- A. By written amendment duly executed by all owners and filed with the Allamakee County Recorder; or
- B. Written notice of a proposed amendment shall be given all owners. Such notice shall designate a time and place for a meeting at the property to consider such proposed amendment which time shall be not less than thirty (30) nor more than sixty (60) days from the date such notice is actually given. At such meeting, the amendment shall be adopted upon approval of 60% of the votes present with such amendment filed with the Allamakee County Recorder.

2. Any amendment to Item II, III or V(1) may be handled in the same manner as set forth in paragraphs 1(A) and 1(B) but shall also require the consent of the Developer

for changes in Item II and III, and the consent of the Developer and any rights holders for amendments to Item V(1). Any amendments so made shall be filed with the Allamakee County Recorder.

IX. EXISTING EASEMENT ACKNOWLEDGMENT

1. This Declaration acknowledges a permanent access easement for ingress and egress by City personnel and the general public between the Cemetery and the northerly edge of Sandy Point Condominium property. The easement is reflected in certain plats, an easement agreement and the development agreement. The easement shall be reestablished as permitted to follow the drive and run through the parking lots that are directly west of the Condos and the swimming pool. It is also agreed that there will be two parking spots provided that will be located south of Falcon and designated as Cemetery Parking spaces. The easement path will then extend easterly from those parking spaces and connect to the northwest corner of the Cemetery. The City shall maintain the cemetery and the City shall indemnify, defend and hold harmless Sandy Point Condominium and its successors and assigns from any claim, liability and expense what so ever, including reasonable attorney's fees, resulting or arising from any injury to any person or damage to any property in any way relating to the use of the easement by City personnel or any member of the public generally.

2. There are two Indian Mounds located on the property and they are approximately 70 feet north of the City Cemetery's north boundary line. These mounds are defined by a wrought iron fence surrounding the mounds. This Indian Mound area is designated off limits and no persons are allowed inside of the defined area. The only access permitted in the mound area will be for mowing and maintenance of the area and fence. All members of the Association will be provided a history of the ceremonial mounds and all persons must respect the point of reference marker, fence and historical nature of these mounds.

3. The City of Harpers Ferry has an option to purchase the entrance area to the property with that option more specifically set out in the Development Agreement filed with the Resolution approving and accepting the Sandy Point Condominium subdivision plat.

X. DISPUTE RESOLUTION

With the exception of an action to enforce payment of assessments as provided in this Declaration, any other dispute with respect to application or interpretation or enforcement of this agreement shall be submitted to binding arbitration pursuant to the rules of the American Arbitration Association. It is the parties' intention that, subject to the discretion of the arbitrator, the costs of the arbitration, including the reasonable attorney fees, shall be paid by the non-prevailing party.

XI. CHOICE OF LAW

In the event a dispute arises concerning this document, any dispute shall be resolved by applying Iowa law.

XII. SEVERABILITY

In the event any provision contained herein is deemed unenforceable in any manner, it shall not affect the validity or enforceability of any other provision contained herein.

In Witness Whereof, the undersigned has executed this instrument this 26 day of Feb, 2007.

Bemystic Enterprises, LLC

By Michael E. Haley
Michael E. Haley,
President and Member


By Tyon V. Kimble
Tyon V. Kimble,
Vice President and Member

By Gary W. Hanus
Gary W. Hanus, Member
Secretary/Treasurer and Member

STATE OF IOWA)
Black Hawk COUNTY)ss:

On this 26 day of February, 2007, before me, the undersigned, a Notary Public, in and for the State of Iowa, personally appeared Michael E. Haley to me personally known, who being by me duly sworn, did say he is the President/Member of the corporation executing the within and foregoing instrument, that no seal has been

procured by the corporation; that said instrument was signed on behalf of the authority of its Members/Directors; and that Michael E. Haley, as said officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.


Notary Public, State of Iowa
Diane Urzagaste
9/14/2007


STATE OF IOWA)
Black Hawk COUNTY)ss:

On this 26 day of Feb., 2007, before me, the undersigned, a Notary Public, in and for the State of Iowa, personally appeared Tyon V. Kimble to me personally known, who being by me duly sworn, did say he is the Vice President/Member of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the authority of its Members/Directors; and that Tyon V. Kimble as said officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.


Notary Public, State of Iowa
Diane Urzagaste
9/14/2007

STATE OF IOWA)
Black Hawk COUNTY)ss:

On this 26 day of Feb., 2007, before me, the undersigned, a Notary Public, in and for the State of Iowa, personally appeared Gary W. Hanus to me personally known, who being by me duly sworn, did say he is the Secretary/Treasurer/Member of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the authority of its Members/Directors; and that Gary W. Hanus as said officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.


Notary Public, State of Iowa
Diane Urzagaste
9/14/2007

CONSENT OF MORTGAGE HOLDER

Comes now the undersigned, the duly authorized representatives of Luana Savings Bank, Luana, Iowa, and state that we have had an opportunity to review this Declaration; that we have a mortgage on the property covered by the Declaration; and that we hereby consent to be bound by the terms and conditions contained herein in the event the mortgage would be foreclosed on.

David L. Schutte *Collin Cook*
Title: President Title: Vice President

STATE OF IOWA)
COUNTY OF Clayton)ss:

On this 13th day of March, 2007, before me, a Notary Public in and for said County and State, personally appeared David L. Schutte and Collin Cook, to me personally known, who being by me duly sworn, did

say that they are the President and
Vice President respectively, of said corporation, that no seal has been
procured by the corporation; that said instrument was signed on behalf of said
corporation by authority of its Board of Directors; and that David L. Schultz
and Collin Cook as such officers, acknowledged the execution of said
instrument to be the voluntary act and deed of said corporation by it and by them.

Anna Mae Smith
Notary Public in and for said State



Government: Lot 2

FUTURE DEVELOPMENT AREA

Remainder of
Lot 2 in Gov't Lot 2
= 3.90 Acres

This Site Plot represents the approximate location and relationship of constructed improvements. In addition possible proposed future improvement locations are shown, all subject to final location and design as determined by the developer.

PRELIMINARY

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Lindsay Erdman, P.E. and P.L.S.
Iowa License Number 11442

My license renewal date is December 31, 2008.
Pages or sheets covered by this seal:

SHEETS P.01-P.03

OWNER-DEVELOPER:

BEMYSTIC ENTERPRISES, L.L.C.
226 Main Street
Cedar Falls, Iowa 50613
Ph. (319) 268-2034

Ph. (319) 268-2034

LEGAL DESCRIPTION:

Lot 28 of Government Lot 1 and Lot 1 of Lot 2 in Government Lot 2, in Section 26, Township 97 North, Range 3 West of the 5th Principal Meridian, Allamakee County, Iowa.

NOTES:

All existing easements may not be identified on plot.

Topography & Boundary Survey by Mohn Surveying, 1890 Great River Road, Lansing, Iowa 52151, Phone/Fax: (563) 538-4067.

LEGEND

Lot Line
Sidewalk, Road, Curb, etc

Existing Sanitary Sewer

Existing water main

Easement Line

Utility Access

Round 2 bar with one cap #10165

Found χ_2^{m} bar with yellow

CP # 111111



1

—

25 50 75

Scale 1" = 50'

SAINT O

PO

Decorah Iowa

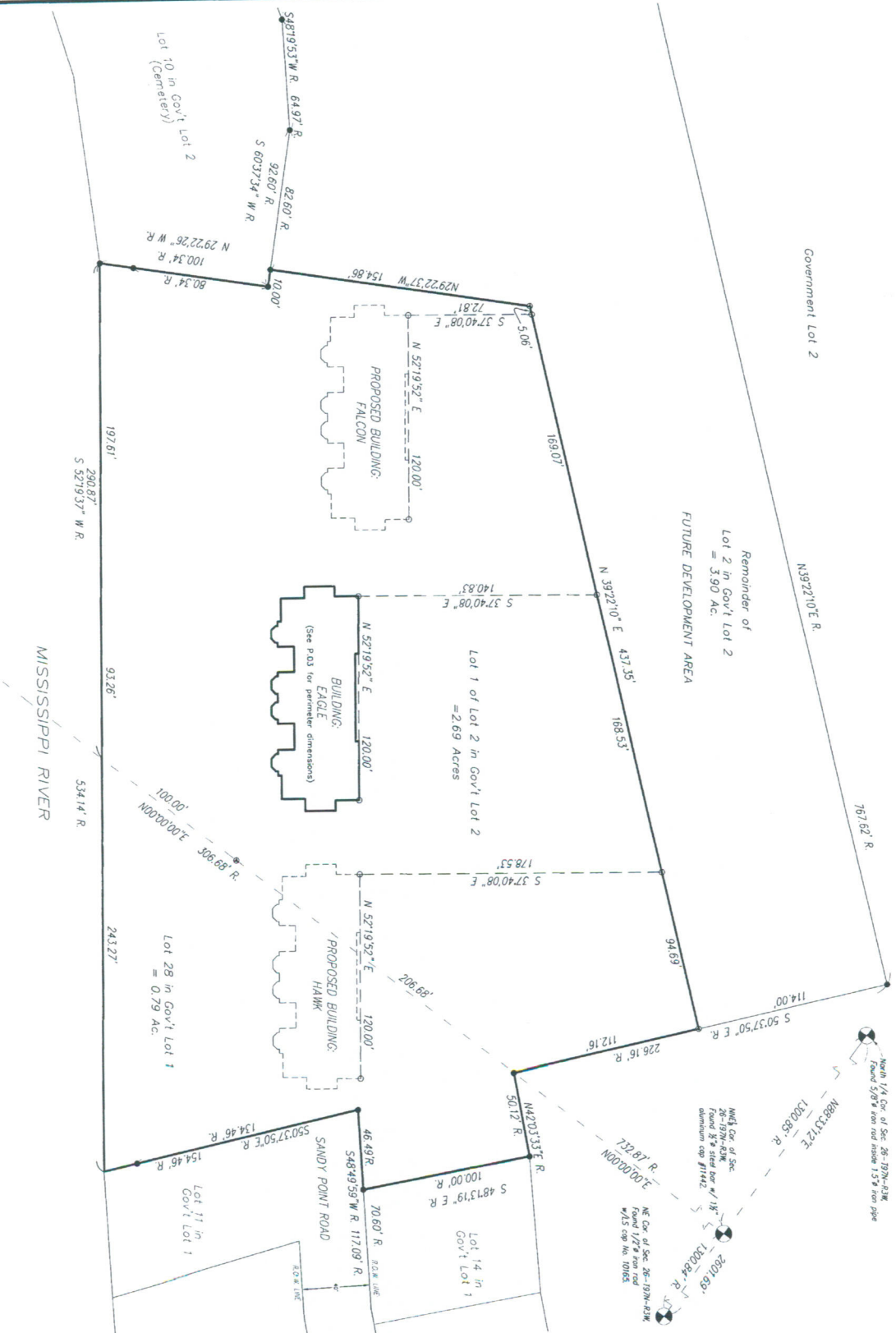
SANDY POINT CONDOMINIUMS DRAWING A

HARPERS FERRY, IOWA

PRINT DATE: FEBRUARY 21, 2010

FILE S:\M\eng\Subd\TKK2005-01\TKK2005-01.dwg

BUILDING LOCATION PLAT (DRAWING B) SANDY POINT CONDOMINIUMS HARPERS FERRY, IOWA



OWNER-DEVELOPER:
BEWIS & ENTERPRISES, L.L.C.
228 Main Street
Harpers Ferry, Iowa 50613
Ph. (319) 268-2034

LEGAL DESCRIPTION:

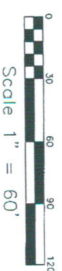
Lot 28 of Government Lot 1 and Lot 1 of Lot 2 in Government Lot 2, in Section 26, Township 97 North, Range 3 West of the 5th Principal Meridian, Allamakee County, Iowa.

NOTES:

All existing easements may not be identified on plot.
Topography & Boundary Survey by Mohn Surveying, 1890 Great River Road, Lansing, Iowa 52151, Phone/Fax: (563) 538-4067.

The dimensions to and shape of proposed buildings are subject to change.

- = Found 1/2" bar with orange plastic cap #10165
- ⊙ = Found 1/2" bar with yellow plastic cap #11442
- R = Recorded Dimension

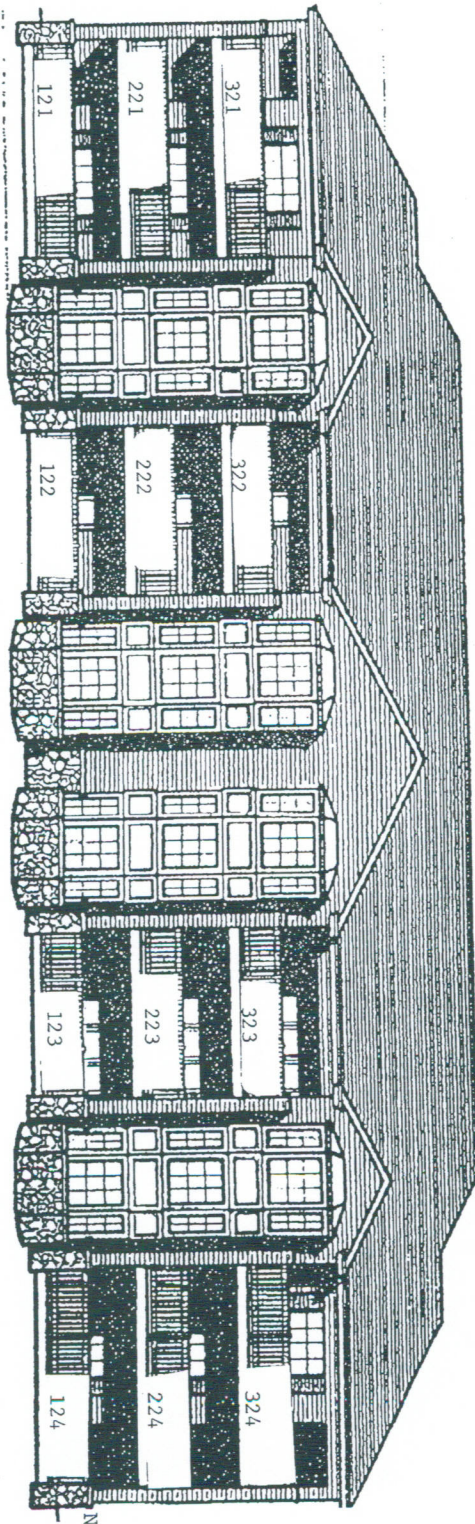


SANDY POINT CONDOMINIUMS



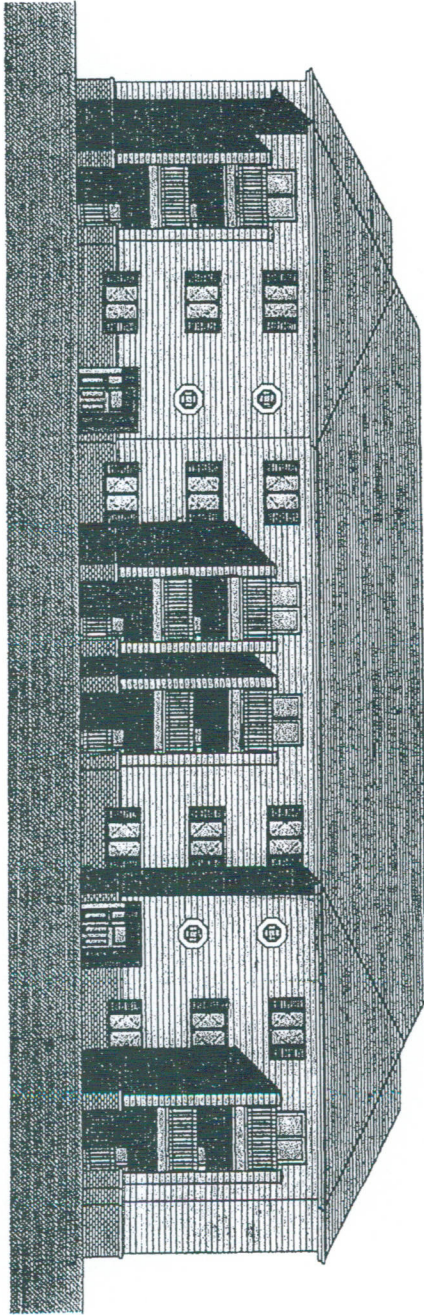
605 Sandy Point Road
Eagle

East

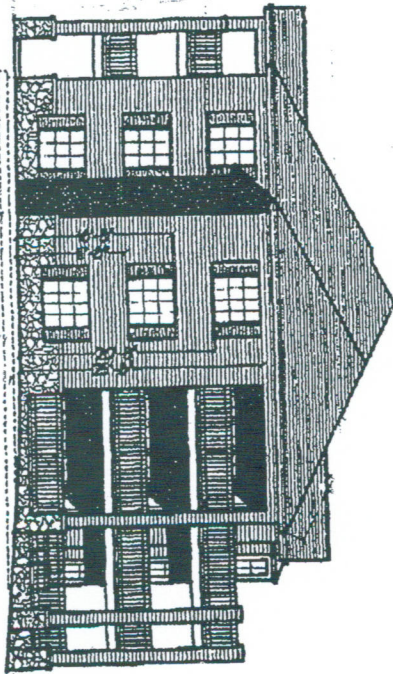


RIVER FRONT ELEVATION

PROPOSED CONDOMINIUM
HARPER'S FERRY, MARYLAND

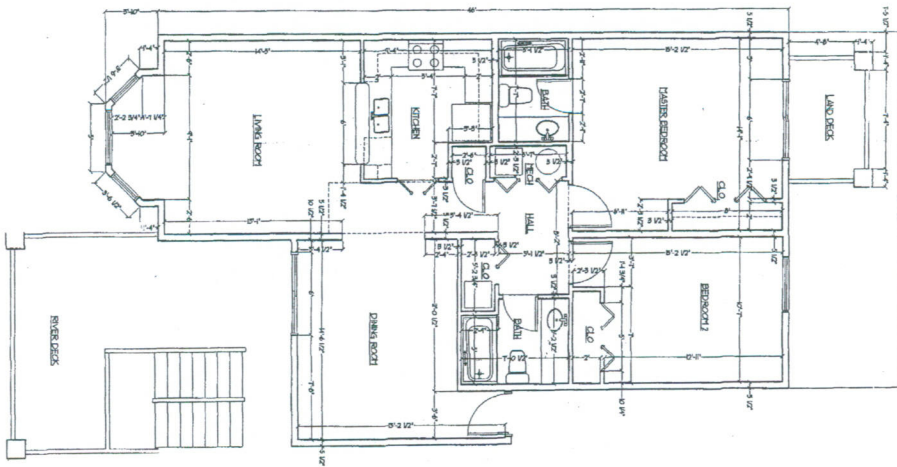


Rear Elevation

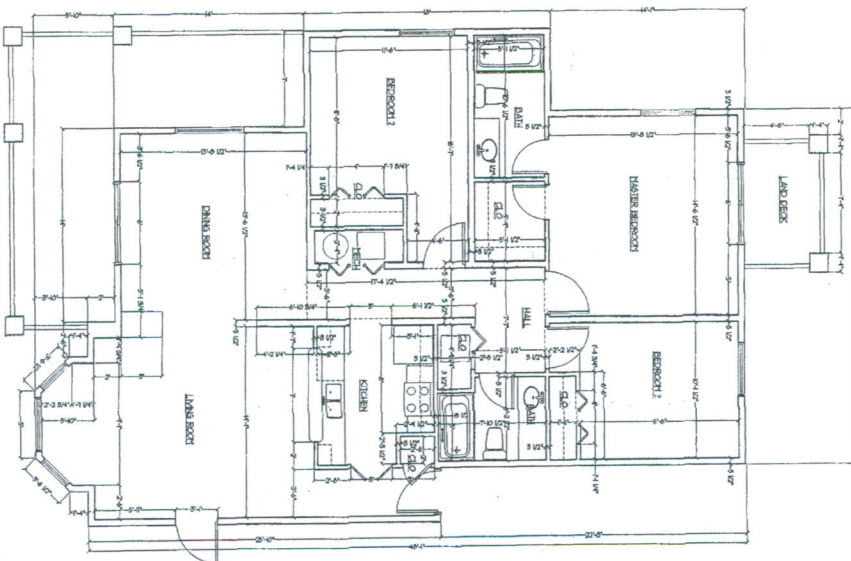


TYPICAL END ELEVATION

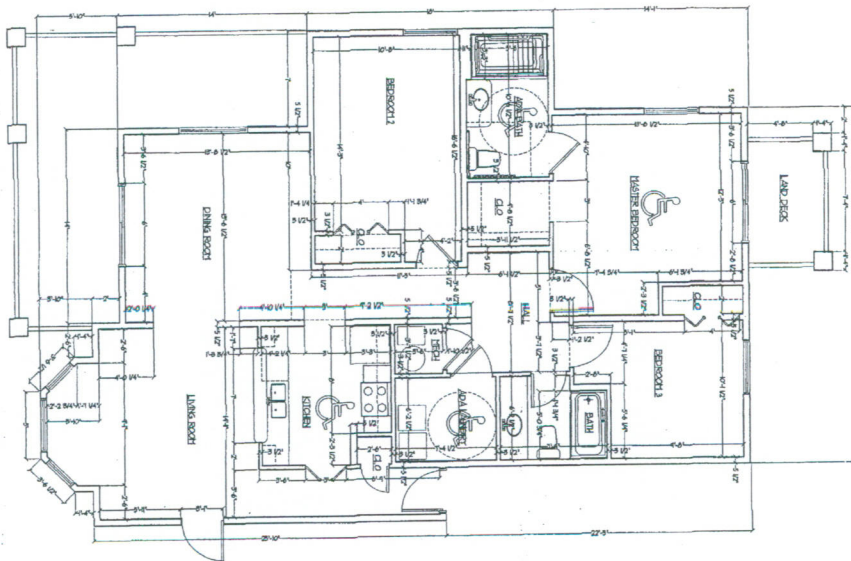
PROPOSED CONDOMINIUM
HARTER'S FERRY, IOWA



A
TWO BEDROOM
CONDOMINIUM
SCALE: 1/8" = 1'-0"



B
THREE BEDROOM
CONDOMINIUM
SCALE: 1/8" = 1'-0"



C
ACCESSIBLE
CONDOMINIUM
SCALE: 1/8" = 1'-0"

riverfront condominiums typical condominium plans harper's ferry, iowa

DATE: 2/10/05
DRAWN: L. L. LARSEN
CHECKED: J. L. LARSEN
APPROVED: J. L. LARSEN

updates:
revisions:

architect's seal:

iron laurel
+ associates
+ consultants

job no. 292

sheet: A3.1

These plans are prepared by the architect and are not to be used for any other purpose without the written consent of the architect.

Table A

EXHIBIT C

IAC 1/7/04

Environmental Protection[567]

Ch 43, p.11

SOURCE OF CONTAMINATION	REQUIRED MINIMUM DISTANCE FROM WELL, IN FEET	
	Deep Well ¹	Shallow Well ¹
Land Disposal of Treated Wastes		
Irrigation of wastewater	200	400
Land application of solid wastes ²	200	400
Other		
Cesspools & earth pit privies	200	400
Concrete vaults & septic tanks	100	200
Lagoons	400	1000
Mechanical wastewater treatment plants	200	400
Soil absorption fields	200	400
CHEMICALS:		
Chemical application to ground surface	100	200
Chemical & mineral storage above ground	100	200
Chemical & mineral storage on or under ground	200	400
Transmission pipelines (such as fertilizer, liquid petroleum, or anhydrous ammonia)	200	400
ANIMALS:		
Animal pasturage	50	50
Animal enclosure	200	400
Earthen silage storage trench or pit	100	200
Animal Wastes		
Land application of liquid or slurry	200	400
Land application of solids	200	400
Solids stockpile	200	400
Storage basin or lagoon	400	1000
Storage tank	200	400
MISCELLANEOUS:		
Basements, pits, sumps	10	10
Cemeteries	200	200
Cisterns	50	100
Flowing streams or other surface water bodies	50	50
Railroads	100	200
Private wells	200	400
Solid waste landfills and disposal sites ⁴	1000	1000