

1995 DEC 22 PH 2:16

LORIE A. THOMPSON
RECORDER
HARRISON CO. IOWA

PROTECTIVE COVENANTS

FOR

EAGLE RIDGE ACRES, PHASE II

INDEXED ✓
RECORDED ✓
COV. & E.L.
RECORDING
FEE \$ 25.00
TRANSFER
FEE \$
RMP \$ pd.

These covenants contained herein pertain to the real estate legally described in attached Exhibit "A".

1. All lots described herein shall be known, described and used solely as single family, acreage, residential lots, or can be split and used as a duplex or townhouse lot with no more than 2 families per platted lot, with the same square footage requirements per family. If a duplex or townhouse is built, the homes are to be joined with a common wall.

Minimum square footage per family:

- a) 1250 square feet, ranch style, main floor living area.
 - b) 1450 square feet, split entry style, main floor living area
 - c) 1650 square feet, tri-level style, main floor and upstairs living area.
 - d) 1650 square feet, one and one-half story style, main floor and upstairs living area.
 - e) 1800 square feet, two story style, main floor and upstairs living area
 - f) 1650 square feet, multi-level style, main floor and upstairs living area.
2. No trailer, mobile homes, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any residence of a temporary character be permitted.
 3. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage or shop.
 4. No trailers or mobile homes shall be allowed on the premises on a temporary or permanent basis, except 1 motorized home or pull-type travel trailer or camping trailer can be parked on the property.
 5. Each owner shall be responsible to maintain their premises free from all junk, abandoned cars and accumulated debris.
 6. No junk yards shall be permitted.
 7. No commercial dog kennels, no livestock or livestock confinement operations shall be permitted.
 8. All homes constructed are to be of lumber, brick, concrete or concrete block and other common house building materials with a two-car garage. The two-car garage can be under the home, attached or detached. All homes are to be stick-built on the site. The developer reserves the right to approve or disapprove earth style, earth berm, or factory built homes in the subdivision.
 9. The title holders of a platted lot shall care for their pets so they will not be a nuisance to the neighborhood.
 10. No hunting permitted in Eagle Ridge Acres Phase II.
 11. In constructing the residence and buildings, all set back buildings shall be within the following specifications:
 - a) The distance from the front line to the residence shall be at least twenty-five (25) feet.
 - b) The distance from the residence/garage/barn/ or utility building to the side lot or rear lot line shall be a minimum of ten (10) feet from each side.

12. Titleholder of the property, vacant or improved, shall keep his lot or lots free of weeds and debris.
13. No obnoxious or offensive trade shall be carried on nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
14. Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation or requirement for its enforcement.
15. The fence in front of the residence shall not exceed four (4) feet in height. Any type of fence constructed behind the residence shall not exceed six (6) feet in height.
16. All driveways from the street to the home and/or garage are to be constructed of concrete, asphalt or brick.
17. All satellite dishes over 30 inches in diameter are to be installed behind the house on the respective lots.
18. All buildings constructed in the Eagle Ridge Acres, Phase II, shall be so constructed as to blend in harmoniously with existing homes, including colors.
19. The owners, their heirs or assigns of the property in Eagle Ridge Acres, Phase II, will voluntarily annex into the City of Missouri Valley when the city provides city water and sewer to the front lot lines provided the city hook-up fees do not exceed \$500.00.
20. All lot owners, heirs and assigns, shall have ingress and egress rights over the private roads shown on the plat of Eagle Ridge Acres Phase II, subject to the rules and fees established by the Eagle Ridge Acres Road Association.
21. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
22. If the present or future owners of any of said lots, or the grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

OWNERS


Ralph E. Spencer, III

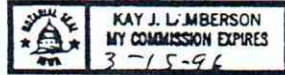

James R. Hughes


Ruth E. Spencer


Monica A. Hughes

STATE OF IOWA, COUNTY OF Harrison) ss.

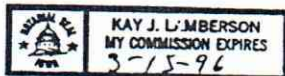
On this 5th day of Dec, 1995, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally appeared Ralph E. Spencer, III and Ruth E. Spencer, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Kay J. Lamberson
Notary Public in and for said State

STATE OF IOWA, COUNTY OF Harrison) ss.

On this 5th day of Dec, 1995, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally appeared James R. Hughes and Monica A. Hughes, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Kay J. Lamberson
Notary Public in and for said State

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND IN PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, AND IN PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 78 NORTH, RANGE 44 WEST OF THE 5TH PRINCIPAL MERIDIAN, HARRISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER THE SOUTHEAST QUARTER; THENCE NORTH 88°12'19" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND ALONG THE NORTH LINE OF EAGLE RIDGE ACRES, PHASE I, A PLATTED AND RECORDED SUBDIVISION IN HARRISON COUNTY, IOWA AND ALONG A PORTION OF THE CENTERLINE OF A COUNTY ROAD, A DISTANCE OF 1277.23 FEET TO THE NORTHWEST CORNER OF LOT 10 OF SAID EAGLE RIDGE ACRES, PHASE I AND POINT OF BEGINNING; THENCE SOUTH 1°47'41" WEST ALONG THE WEST LINE OF SAID LOT 10 A DISTANCE OF 410.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 5°26'59" EAST A DISTANCE OF 1134.34 FEET; THENCE SOUTH 11°38'04" WEST A DISTANCE OF 533.02 FEET; THENCE SOUTH 6°02'07" WEST A DISTANCE OF 716.96 FEET; THENCE SOUTH 22°07'41" WEST A DISTANCE OF 1229.59 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 88°26'30" WEST ALONG SAID SOUTH LINE A DISTANCE OF 819.55 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 0°40'16" WEST ALONG THE WEST LINE SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 391.59 FEET TO A POINT ON THE CENTERLINE OF A COUNTY ROAD; THENCE NORTHERLY ALONG A PORTION OF THE CENTERLINE OF SAID COUNTY ROAD THE FOLLOWING COURSES: THENCE NORTH 12°55'48" EAST A DISTANCE OF 350.45 FEET; THENCE NORTH 11°43'13" EAST A DISTANCE OF 231.12 FEET; THENCE NORTH 10°01'50" EAST A DISTANCE OF 122.10 FEET TO THE SOUTHWEST CORNER OF A PLOT OF LAND DESCRIBED AS PARCEL "A" OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10 AND PARCEL "A" AND PARCEL "B" OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3 AND PARCEL "A" OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3 RECORDED IN PLAT CABINET 2, SLIDE 83C AND A TRACT IN SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3 DESCRIBED AND RECORDED IN BOOK MF-6A, PAGE 559 IN THE OFFICE OF THE RECORDER OF HARRISON COUNTY, IOWA; THENCE LEAVING SAID CENTERLINE SOUTH 88°44'19" EAST ALONG THE SOUTH LINE OF SAID PLOT A DISTANCE OF 602.10 FEET TO THE SOUTHEAST CORNER OF SAID PLOT; THENCE NORTHERLY

EXHIBIT "A"

ALONG THE EASTERLY LINE OF SAID PLOT THE FOLLOWING COURSES:
THENCE NORTH 10°21'45" WEST A DISTANCE OF 223.13 FEET; THENCE NORTH
0°45'59" EAST A DISTANCE OF 291.70 FEET; THENCE NORTH 1°15'13" WEST A
DISTANCE OF 159.15 FEET; THENCE NORTH 40°10'15" WEST A DISTANCE OF
66.51 FEET; THENCE NORTH 2°25'17" WEST A DISTANCE OF 131.38 FEET;
THENCE NORTH 26°24'39" EAST A DISTANCE OF 145.07 FEET; THENCE NORTH
19°37'56" EAST A DISTANCE OF 148.69 FEET; THENCE NORTH 9°55'28" EAST A
DISTANCE OF 120.48 FEET; THENCE NORTH 78°50'06" EAST A DISTANCE OF 92.63
FEET; THENCE NORTH 18°43'32" EAST A DISTANCE OF 142.17 FEET; THENCE
NORTH 0°28'32" WEST A DISTANCE OF 217.42 FEET TO THE NORTHEAST
CORNER OF SAID PLOT; THENCE LEAVING SAID EAST LINE, NORTH 84°11'27" WEST *R.S.L.*
ALONG THE NORTH LINE OF SAID PLOT A DISTANCE OF 263.74 FEET TO
THE NORTHWEST CORNER OF SAID PLOT AND TO A POINT ON AN AGREED
PROPERTY LINE BETWEEN JOHN ALLMON AND ROBERT FERGUSON AND
SHOWN ON A SURVEY DRAWING DATED 1-13-78 BY WAYNE G. KIRK; THENCE
NORTHERLY ALONG SAID AGREED PROPERTY LINE AND ALONG A PORTION OF
THE CENTERLINE OF A COUNTY ROAD THE FOLLOWING COURSES: THENCE
NORTH 0°19'12" EAST A DISTANCE OF 564.14 FEET; THENCE NORTH 0°11'42"
EAST A DISTANCE OF 663.38 FEET TO A POINT ON THE NORTH LINE OF SAID
NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE LEAVING SAID
AGREED PROPERTY LINE AND SAID CENTERLINE, SOUTH 88°16' 53" EAST
ALONG SAID NORTH LINE A DISTANCE OF 705.94 FEET TO THE POINT OF
BEGINNING, SAID PARCEL CONTAINS 68.185 ACRES, MORE OR LESS. SAID
PARCEL IS SUBJECT TO EASEMENTS FOR COUNTY ROAD RIGHT OF WAY ALONG
THE NORTH AND WEST SIDES. SAID EASEMENTS CONTAINS 2.399
ACRES, MORE OR LESS.

NOTE: THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION 3 ASSUMED TO BEAR NORTH 0°30'09" WEST FOR
THIS DESCRIPTION.

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643

INDEXED ✓
RECORDED ✓
COMPARED ✓
RECORDING
FEE \$ 15.00
TRANSFER pd.
RTS \$
RMF \$ 1.00

FILE NO. 643

BOOK 549

PAGE 643

AUG 30 PM 12:00

Robert Glimp

HARRISON CO. IOWA

AGREEMENT

NOW on this 20th day of AUGUST, 1996, the following individuals being record title owners of all the property and lots located in Eagle Ridge Acres, Phase II, Harrison County, Iowa, hereby agree to establish a mutual obligation for street snow removal, street light repair and maintenance, erecting and maintaining road signs, obtaining and maintaining general liability insurance, and for the maintenance, upkeep and repair of the existing platted streets known as Eagle Ridge Drive, Eagle Park Drive, and Eagle Run Drive, including any extensions of said streets onto adjoining land of the developers that may be platted hereafter, as follows:

1. That the streets platted, and any extensions hereafter of said streets, shall be used for the enjoyment and common use of the parties hereto and the parties purchasing lots in this subdivision, their heirs, successors or assigns. Except for the Public Utility Easement dated July 25, 1996 and filed of record July 30, 1996 in the Harrison County Recorder's Office in File 313 in Book 549 at Page 313, the streets are not intended for public use or dedicated for public purposes or to be subject to public or municipal control, but are intended for private use and enjoyment and are and shall remain the sole and exclusive property of said owners, their heirs, successors or assigns, and shall be controlled, improved, graded and maintained by the Eagle Ridge Road Association, under the following terms and conditions:

A. That the cost of any improvements or additions to the street or any maintenance to the street, or street lights, shall be on a per lot basis, with each lot owner being assessed an equal share. However, the developer of the Subdivision shall be responsible for developing the streets platted, and any extensions thereafter of said streets, at the developer's expense, which is comparable to the road installed in front of Lots 11 through 19 and 44 through 50 in Eagle Ridge Acres, Phase II, before any of said lots become part of the assessment to be established by the Eagle Ridge Acres Road Association.

B. The members of the association shall be all persons who are owners of record of any building site, lot or residence in said subdivision and any future owners of land developed for lots that abut Eagle Ridge Acres, Phase II. Persons who are purchasing under a contract or agreement of purchase shall be deemed the owners for membership and voting

49 648

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purposes. Such ownership or the purchasing under a contract or agreement of purchases shall be the only qualifications for membership in this association.

C. That in the event that the City of Missouri Valley, Harrison County, or any other federal, state, county or local entity should elect to maintain and assume liability for the platted streets subject to this Agreement, the Association has the right to sell, convey, or assign all right, title and interest to the platted streets.

2. When a building site is owned or being purchased by two (2) or more persons, the membership as to such lot shall be joint and the right of such membership, including the voting power arising therefrom, shall be exercised only by the joint action of all owners or purchasers of such lots.

3. Membership in this association shall lapse and terminate when any member shall cease to be the owner of record of a lot, or upon any member ceasing to be a purchaser thereof under a contract or agreement to purchase.

4. A lot for the purpose of this agreement shall be taken to be and mean a lot as defined in the restrictions and covenants covering the portion of said property in which the lot is located.

5. The voting power of the members of this association shall be limited to one (1) vote for each lot owned or under purchase contracts by such members.

* 6. That a non-profit corporation designated as Eagle Ridge Acres Road Association shall be formed and that each lot owner shall pay each year an assessment determined by a four (4) member board elected by the lot owners of said subdivision, with no more than one board member per lot owner, the first board to be elected within thirty (30) days from the filing of this Agreement with staggered terms as determined at the first meeting.

7. That said board shall determine the annual assessment by a majority of three (3), and said assessments shall then be collected from each lot owner, except as set forth in Paragraph A above. That the yearly assessment cannot exceed \$240.00 per calendar year unless approved by a majority of the association members.

8. That this administrative board shall be elected at an annual meeting to be held on the third Sunday of September each year by written ballot and that each lot owner shall have one (1) vote in the election of said board.

549 64

9. That the failure of any lot owner to pay the yearly assessment shall be deemed to authorize the said board to file with the County Recorder in and for Harrison County, at Logan, Iowa, a certified lien in the amount of said assessment and said filing shall automatically be deemed a lien upon said real estate in favor of said association, with the same force and effect as any other judgment or lien of public record.

10. The association shall permit all streets governed by this agreement to be used as access for ingress and egress purposes to future streets and roadways developed on adjacent land owned by the developers, namely, James R. Hughes, Monica A. Hughes, Ralph E. Spencer, III, Ruth E. Spencer, and their heirs and assigns.

11. By the acceptance of any deed or conveyance of any lot in the subdivision, the grantee automatically agrees to uphold and comply with the foregoing agreement.

OWNERS IN EAGLE RIDGE ACRES,
PHASE II and EAGLE RIDGE ACRES
ROAD ASSOCIATION MEMBERS

James R. Hughes
James R. Hughes

Monica A. Hughes
Monica A. Hughes

Ralph E. Spencer, III
Ralph E. Spencer, III

Ruth E. Spencer
Ruth E. Spencer

STATE OF IOWA)
COUNTY OF) ss.
HARRISON)

On this 26th day of August, 1996,
before me, the undersigned, a Notary Public in and for said State, personally appeared James R. Hughes and wife, Monica A. Hughes; and Ralph E. Spencer, III and wife, Ruth E. Spencer, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



Marjorie A. Stirtz
NOTARY PUBLIC

a\eglrldg.agr

DEC 11 PM 12:48
JAMES A. GILBERT
LORAIN A. GILBERT
JAMES A. GILBERT
LORAIN A. GILBERT

Prepared by:

Ralph E Spencer III, 322 E 7th Street, Logan, Iowa (712) 644-2151

PROTECTIVE COVENANTS

FOR

EAGLE RIDGE ACRES, PHASE III

These covenants contained herein pertain to the real estate legally described in Exhibit "A".

1. All lots described herein shall be known, described and used solely as single family, acreage, residential lots, or can be split and used as a duplex or townhouse lot with no more than two families per platted lot, with the same square footage requirements per family. If a duplex or townhouse is built, the homes are to be joined with a common wall.

Minimum square footage per family:

- a) 1250 square feet, ranch style, main floor living area.
 - b) 1450 square feet, split entry style, main floor living area.
 - c) 1650 square feet, tri-level style, main floor and upstairs living area.
 - d) 1650 square feet, one and one-half story style, main floor and upstairs living area.
 - e) 1800 square feet, two story style, main floor and upstairs living area.
 - f) 1650 square feet, multi-level style, main floor and upstairs living area.
2. No trailer, mobile homes, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any resident of a temporary character be permitted.
 3. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage or shop
 4. No trailers or mobile homes shall be allowed on the premises on a temporary or permanent basis, except 1 motorized home or pull-type trailer travel trailer or camping trailer can be parked on the property.
 5. Each owner shall be responsible to maintain their premises free from all junk, abandoned cars and accumulated debris.

6. No junkyards shall be permitted.
7. No commercial dog kennels, no livestock or livestock confinement operations shall be permitted.
8. All homes constructed are to be of lumber, brick, concrete or concrete block or other common house building materials with a two-car garage. The two-car garage can be under the home, attached or detached. All homes are to be stick-built on the site. The developer reserves the right to approve or disapprove earth style, earth berm or factory built homes in the subdivision.
9. The titleholders of the platted lot shall care for their pets so they will not be a nuisance to the neighborhood.
10. No Hunting permitted in Eagle Ridge Acres Phase III.
11. In constructing the residence and buildings, all set back buildings shall be within the following specifications:
 - a) The distance from the front line to the residence shall be at least twenty-five (25) feet.
 - b) The distance from the residence/garage/barn or utility building shall be a minimum of at least ten (10) feet from the sides and twenty-five (25) feet from the rear lot line.
12. Titleholder of the property, vacant or improved, shall keep his lot or lots free of weeds and debris.
13. No obnoxious or offensive trade shall be carried on nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
14. Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation or requirement for its enforcement.
15. The fence in front of the residence shall not exceed four (4) feet in height. Any type of fence constructed behind the residence shall not exceed six (6) feet in height.
16. The first 75 feet of all driveways from the street to the home and/or garage are to be constructed of concrete, asphalt or brick.

17. All satellite dishes over 30 inches in diameter are to be installed behind the house on the respective lots.
18. All buildings constructed in the Eagle Ridge Acres, Phase III, shall be so constructed as to blend in harmoniously with the existing homes, including color. And shall not be located in the front of the dwelling.
19. The owners, their heirs or assigns of the property in Eagle Ridge Acres, Phase III, will voluntarily annex into the City of Missouri Valley when the city provides city water and sewer to the front lot lines provided the city hook-up fees do not exceed \$500.00
20. All lot owners, heirs and assigns, shall have ingress and egress rights over the private roads shown on the plat of Eagle Ridge Acres Phase III, subject to the rules and fees established by the Eagle Ridge Acres Road Association.
21. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
22. If the present or future owners of any of said lots, or the grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

OWNERS

Ralph E. Spencer III 11-12-01
Ralph E. Spencer III

Ruth E. Spencer 11-12-01
Ruth E. Spencer

James R. Hughes 11-12-01
James R. Hughes

Monica A. Hughes 11-12-01
Monica A. Hughes

STATE OF IOWA)
COUNTY OF) ss.
HARRISON)

On this 12th day of November, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared James R. Hughes and wife, Monica A. Hughes; and Ralph E. Spencer III and wife, Ruth E. Spencer, to me know to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

Jeremy C. Dunn
NOTARY PUBLIC

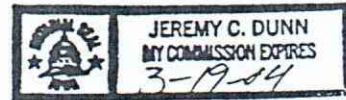


EXHIBIT "A"

A parcel of land located in part of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) and in part of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) all in Section Three (3), Township Seventy-eight (78) North, Range Forty-four (44) West of the 5th P.M., Harrison County, Iowa, more particularly described as follows: Commencing at the Southeast corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence North 0°30'09" West along the east line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ and along the centerline of Liberty Avenue, a distance of 10.58 feet to the point of beginning; thence south 89°29'51" West a distance of 77.81 feet; thence South 52°47'02" West a distance of 91.99 feet to the beginning of a tangent circular curve concave Northwesterly and having a radius of 866.00 feet and a central angle of 11°22'03"; thence Southwesterly, along said curve, an arc length of 171.81 feet, and having a chord bearing and distance of South 58°28'04" West, 171.53 feet to the end of said curve; thence South 64°09'05" West a distance of 50.89 feet to the beginning of a tangent circular curve concave Northwesterly and having a radius of 692.99 feet and a central angle of 23°36'53"; thence Southwesterly along said curve, an arc length of 285.65 feet, and having a chord bearing and distance of South 75°57'32" West 283.61 feet to the end of said curve; thence South 87°45'58" West a distance of 334.17 feet to the beginning of a tangent circular curve concave Southerly and having a radius of 1669.24 feet and a central angle of 3°49'24"; thence Southwesterly along said curve, an arc length of 111.41 feet and having a chord bearing and distance of South 85°51'06" West 111.39 feet to the end of said curve; thence South 83°56'34" West a distance of 138.31 feet; thence North 80°20'06" West a distance of 5.69 feet to the Northeasterly corner of Lot 20 of Eagle Ridge Acres, Phase II; thence North 11°38'04" East along the easterly line of said Eagle Ridge Acres, Phase II, a distance of 66.04 feet to the Southeasterly corner of Lot 19 of said Eagle Ridge Acres, Phase II; thence North 5°26'59" West along the easterly line of said Eagle Ridge Acres, Phase II, a distance of 1134.34 feet to the Northeasterly corner of Lot 14 of said Eagle Ridge Acres, Phase II and also, being the Southwest corner of Lot 10 of Eagle Ridge Acres, Phase I, thence South 88°12'19" East, along the South line of said Eagle Ridge Acres, Phase I, a distance of 1013.45 feet to the Southeast corner of Lot 5 of said Eagle Ridge Acres, Phase I; thence South 0°30'09" East along the West line of Lots 3, 2 and 1 of said Eagle Ridge Acres, Phase I, a distance of 826.90 feet to the Southwest corner of Lot 1 of said Eagle Ridge Acres, Phase I; thence South 53°05'01" East a distance of 112.05 feet; thence North 52°47'02" East a distance of 113.89 feet to a point on the South line of Lot 1 of said Eagle Ridge Acres, Phase I; thence North 89°29'51" East along the South line of Lot 1 of said Eagle Ridge Acres, Phase I, a distance of 99.71 feet to the Southeast corner of Lot 1 of said Eagle Ridge Acres, Phase I; thence South 0°30'09" East, along the east line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ and along the centerline of said Liberty Avenue, a distance of 66.00 feet to the point of beginning. Said parcel contains 25.767 acres, more or less. Said parcel is subject to an easement for Liberty Avenue right of way. Said Easement contains 0.050 of an acre, more or less. Note: The East line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ is assumed to bear North 0°30'09" West for this description.

INDEXED ✓
RECORDED
COMPARED
RECORDING
FEE \$ 15.00
TRANSFER
FEE \$
RMF \$ 1.00

FILE NO. 1989
BOOK 554 PAGE 1989
01 DEC 11 PM 12:51
LORNE A. THOMPSON
RECORDER
HARRISON CO. IOWA

Prepared by:

Ralph E. Spencer III, 322 E 7th Street, Logan, Iowa 51546 (712) 644-2151

AGREEMENT

NOW on this 12th day of November, 2001, the following individuals being record title owners of all the property and lots located in Eagle Ridge Acres, Phase III, Harrison County, Iowa, hereby agree to establish an mutual obligation for street snow removal, street light repair and maintenance, erecting and maintaining road signs, obtaining and maintaining general liability insurance, and for the maintenance, upkeep and repair of the existing platted streets know as Eagle Park Drive, Eagle Grove Lane, and Eagle Wood Lane, including any extensions of said streets onto adjoining land of the developers that may be platted hereafter, as follows:

1. That the streets platted, any extensions hereafter of said streets, shall be used for the enjoyment and common use of the parties hereto and the parties purchasing lots in this subdivision, their heirs, successors or assigns. Except for the Public Utility Easement dated 11/12/01 and filed of record 12/11/01 in the Harrison County Recorder's office in File#1988 in Book 554 at Page 1988 the streets are not intended for public use or dedicated for public purposes or to be subject to public or municipal control, but are intended for private use and enjoyment and are and shall remain the sole and exclusive property of said owners, their heirs, successors or assigns, and shall be controlled, improved, graded and maintained by the Eagle Ridge Road Association, under the following terms and conditions:

- A. That the cost of any improvements or additions to the street or any maintenance to the street, or streetlights, shall be on a per lot basis, with each lot owner being assessed an equal share. However, the developer shall not be responsible for payments of any yearly maintenance assessments. Lots shall not be termed assessable for the purpose of this agreement until they are transferred from the developer to a new owner. The Developers shall not be assessed, or required to pay the yearly assessment on unsold lots to which they hold title. However, the developer of the Subdivision shall be responsible for developing the streets platted.
- B. The members of the association shall be all persons who are owners of record of any building site, lot or residence in said subdivision and any future owners of land developed for lots that abut Eagle Ridge Acres, Phase II. Persons who are purchasing under a contract or agreement of purchase shall be deemed the owners for membership and voting

purposes. Such ownership or the purchasing under a contract or agreement of purchases shall be the only qualifications for membership in this association.

- C. That in the event that the City of Missouri Valley, Harrison County, or any other federal, state, county, or local entity should elect to maintain and assume liability for the platted streets subject to this Agreement, the Association has the right to sell, convey, or assign all right, title, and interest to the platted streets.

2. When a building site is owned or being purchased by two (2) or more persons, the membership as to such lot shall be joint and the right of such membership, including the voting power arising therefrom, shall be exercised only by the joint action of all owners or purchasers of such lots.

3. Membership in this association shall lapse and terminate when any member shall cease to be the owner of record of a lot, or upon any member ceasing to be a purchaser thereof under a contract or agreement to purchase.

4. A lot for the purpose of this agreement shall be taken to be and mean a lot as defined in the restrictions and covenants covering the portion of said property in which the lot is located.

5. The voting power of the member of this association shall be limited to one (1) vote for each lot owned or under contracts by such members.

6. That Eagle Ridge Acres Phase III, shall hereby be made a part of, and be governed by, a non-profit corporation designated as Eagle Ridge Acres Road Association. Said corporation was formed on September 11, 1996, and filed with the Secretary of State for the state of Iowa on September 11, 1996. . Each lot owner shall pay each year an assessment determined by a four (4) member board elected by the lot owners of said subdivision, with no more than one board member per lot owner, the first board to be elected within thirty (30) day from the filing of this Agreement with staggered terms as determined at the first meeting.

7. That said board shall determine annual assessment by a majority of three (3), and said assessments shall then be collected from each lot owner, except as set forth in Paragraph A above. That the yearly assessment cannot exceed \$240.00 per calendar year unless approved by a majority of the association members.

8. That this administrative board shall be elected at an annual meeting to be held on the third Sunday of September each year by written ballot and that each lot owner shall have one (1) vote in the election of said board.

9. That the failure of any lot owner to pay the yearly assessment shall be deemed to authorize the said board to file with the County Recorder in and for Harrison County, at Logan, Iowa, a certified lien in the amount of said assessment and said filing shall automatically be deemed a lien upon said real estate in favor of said association, with the same force and effect as any other judgment or lien of public record.

10. The association shall permit all streets governed by this agreement to be used as access for ingress and egress purposes to future streets and roadways developed on adjacent land owned by the developers, namely, James R. Hughes, Monica A. Hughes, Ralph E. Spencer III, Ruth E. Spencer, and their heirs and assigns.

11. By the acceptance of any deed or conveyancy of any lot in the subdivision, the grantee automatically agrees to uphold and comply with the foregoing agreement.

OWNERS IN EAGLE RIDGE ACRES,
PHASE III and EAGLE RIDGE ACRES
ROAD ASSOCIATION MEMBERS

James R. Hughes 11-12-01
James R. Hughes

Monica A. Hughes 11-12-01
Monica A. Hughes

Ralph E. Spencer III 11-12-01
Ralph E. Spencer III

Ruth E. Spencer 11-12-01
Ruth E. Spencer

STATE OF IOWA)
COUNTY OF) ss.
HARRISON)

On this ^{12th} day of November, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared James R. Hughes and wife, Monica A. Hughes; and Ralph E. Spencer III and wife, Ruth E. Spencer, to me know to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

Jeremy C. Dunn
NOTARY PUBLIC



U	L	B
DEC 12		

INDEXED ✓
 RECORDED ✓
 COMPARED ✓
 RECORDING
 FEE \$ 15.00
 TRANSFER
 FEE \$
 RMF \$ 1.00

FILE NO. 1700
 BOOK 554 PAGE 1988

01 DEC 11 PM 12:50
Clorie A. Thompson
 CLORIE A. THOMPSON
 RECORDER
 HARRISON CO. IOWA

Prepared by:

Ralph E. Spencer III, 322 E 7th Street, Logan, Iowa (712) 644-2151

SUSAN BOMHEIM, AUDITOR
 HARRISON COUNTY IOWA

PUBLIC UTILITY EASEMENT

THIS EASEMENT AGREEMENT made this 12th day of NOV, 2011 **COPY**
 by James R. Hughes and Monica A. Hughes, husband and wife, and Ralph E. Spencer III and Ruth E. Spencer, husband and wife, hereinafter referred to as grantors, is for the purpose of granting a permanent and perpetual easement for all public utility companies, which include, electrical companies, natural gas companies, public telephone companies, city water, and city sewer, hereinafter referred to as grantees, to construct and maintain lines and services over, along, under and across:

The platted streets in Eagle Ridge Acres, Phase III, namely Eagle Park Drive, Eagle Grove Lane, and Eagle Wood Lane, as recorded and platted in the County Recorder's Office for Harrison County, Iowa,

AND

The front ten (10) feet of platted Lots 51, 53, and 54 inclusive, abutting Eagle Park Drive as platted in Eagle Ridge Acres Phase III,

AND

The front ten (10) feet of platted Lots 51 through 53 inclusive, abutting Eagle Grove Lane as platted in Eagle Ridge Acres Phase III,

AND

The front ten (10) feet of platted Lots 55 through 58 inclusive, abutting Eagle Wood Lane as platted in Eagle Ridge Acres Phase III,

AND

The ten (10) feet from each side of the lot lines of Lots 51 through 58 inclusive as platted in Eagle Ridge Acres Phase III.

The grantees shall have the right of ingress and egress to and from said land to survey, erect, construction, maintain, inspect, patrol, rebuild, and repair

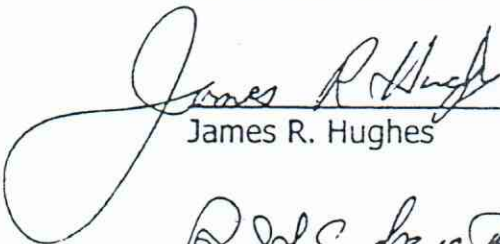
its lines, together with the right to replace, renew and relocate upon, over or under its right of way, all power boxes, poles, wires, anchors, pipes, lines, sewers and appurtenances thereto, and the right to remove any or all of said installations or appurtenances. The grantees may erect, maintain and use gates in all fences which cross or which shall hereafter cross the route of said lines. Grantees may trim and/or cut and clear away any trees, limbs and brush on or adjacent to above described land whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines. In exercising its right of ingress and egress the grantees shall use existing roads or lanes, and shall repair any damage caused by its use thereof. If the grantees shall cut or remove trees under the rights hereby granted, and such trees are valuable for either timber or wood, they shall continue to be the property of the grantors, but all other trees and logs, all tops, limbs and brush shall be burned or removed by the grantees.

The grantors, their heirs or assigns, may cultivate, use and enjoy the land over or under said lines, provided such use shall not, in the judgment of the grantees, interfere with or endanger the construction, operation or maintenance of said lines.

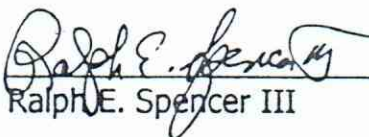
The grantees, its successors or assigns, agrees to pay for any and all permanent damage caused to the platted streets, land, fences, machinery or other personal property of grantors from the construction, operation or maintenance of said lines.

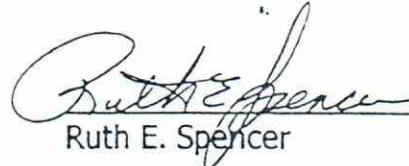
This easement agreement shall run with the land and shall be binding upon the grantors, their heirs successors or assigns.

The grantors reserve the right to grant an easement over this same area for private utilities.

 11-12-01
James R. Hughes Date

 11-12-01
Monica A. Hughes Date

 11-12-01
Ralph E. Spencer III Date

 11/12/01
Ruth E. Spencer Date

STATE OF IOWA)
COUNTY OF) ss.
HARRISON)

On this 12th day of November, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared James R. Hughes and wife, Monica A. Hughes; and Ralph E. Spencer III and wife, Ruth E. Spencer, to me know to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

Jeremy C. Dunn
NOTARY PUBLIC



LORIE A. THOMPSON, COUNTY RECORDER
HARRISON IOWA

Attachment to Plat
(Pages 21-25)

Alan J. Anderson, 110 N 2nd Avenue, Logan, Iowa 51546 (712) 644-2485

PROTECTIVE COVENANTS FOR
EAGLE RIDGE ACRES, PHASE IV

These covenants contained herein pertain to the real estate legally described in Exhibit "A" attached hereto and made a part hereof by this reference.

1. All lots described herein shall be known, described and used solely as single family, acreage, and residential lots.

Minimum square footage per family:

- a) 1250 square feet, ranch style, main floor living area
- b) 1400 square feet, split entry style, main floor living area
- c) 1650 square feet, tri-level style, main floor and upstairs living area
- d) 1650 square feet, one and one-half story style, main floor and upstairs living area
- e) 1800 square feet, two story style, main floor and upstairs living area
- f) 1650 square feet, multi-level style, main floor and upstairs living area

2. No trailer, mobile homes, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any resident of a temporary character be permitted.

3. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage or shop.

4. No trailers or mobile homes shall be allowed on the premises on a temporary or permanent basis, except 1 motorized home or pull-type trailer, travel trailer, or camping trailer can be parked on the property. Livestock trailers for owners use are permitted. All trailers shall be parked either alongside or behind the residence.

5. Each owner shall be responsible to maintain their premises free from all junk, abandoned cars and accumulated debris.

6. No junkyards shall be permitted.

7. No commercial dog kennels, no livestock or livestock confinement operations shall be permitted. Horses shall be allowed on Lots 64, 65, 66 and 67 at the following rates:

Lot 64 - 2 horses; Lot 65 - 4 horses; Lot 66 - 2 horses; and Lot 67 - 9 horses.

All livestock shall be maintained and cared for so they will not be a nuisance to the neighborhood.

8. All homes constructed are to be of lumber, brick, concrete or concrete block or other common house building materials with a minimum two-car garage. The garage can be under the home, attached or detached. All homes are to be stick-built on the site. The developer reserves the right to approve or disapprove earth style, earth berm or factory built homes in the subdivision. All construction shall be completed within one (1) year from beginning of construction. "Beginning construction" shall be the first of either (1) digging of basement or (2) pouring of foundation. A failure to complete any construction within said time frame shall result in the imposition of an assessment of \$250.00 per day of such violation which shall be enforced by the undersigned, or their successors, being deemed authorized to file with the County Recorder in and for Harrison County, Iowa, at Logan, Iowa, a certified lien in the amount of said assessment and said lien shall automatically be deemed a lien upon said real estate in favor of the Eagle Ridge Acres Road Association, with the same force and effect as any other judgment or lien of public record, and all homestead rights relative thereto shall be deemed waived.

9. The titleholders of any platted lot shall care for their pets so they will not be a nuisance to the neighborhood. All pools and pool fences shall comply with State law.

10. No organized shooting ranges or shooting clubs shall be permitted. No organized motor cross or race tracks shall be permitted.

11. In constructing the residence and buildings, all set back requirements shall be within the following specifications:

a) The distance from the front lot line to the residence shall be at least twenty-five feet (25').

b) The distance from the residence/garage/barn or utility building shall be a minimum of at least ten feet (10') from the side lot lines, and twenty-five feet (25') from the rear lot line.

12. Titleholder of the property, vacant or improved, shall keep his lot or lots free of weeds and debris, and maintained in a neat, well-kept manner.

13. No obnoxious or offensive trade shall be carried on nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

14. Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation or requirement for its enforcement.

15. The fence in front of the residence shall not exceed four feet (4') in height. Any type of fence constructed behind the residence shall not exceed six feet (6') in height.

16. The first 75 feet of the driveway on Lots 59 and 63 from the street to the home and/or garage, are to be constructed of concrete, asphalt or brick.

17. All satellite dishes over 30 inches in diameter are to be installed behind the house on the respective lots.

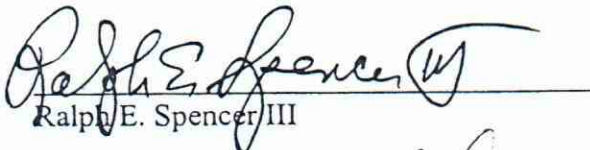
18. All buildings constructed in Eagle Ridge Acres, Phase IV, shall be professionally built and so constructed as to blend in harmoniously with the existing homes, including color, and shall not be located in the front of the dwelling.

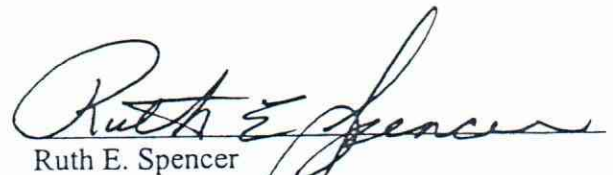
19. The owners, their heirs or assigns of the property in Eagle Ridge Acres, Phase IV, will voluntarily annex into the City of Missouri Valley when the city provides city water and sewer to the front lot lines provided the city hook-up fees do not exceed \$500.00.

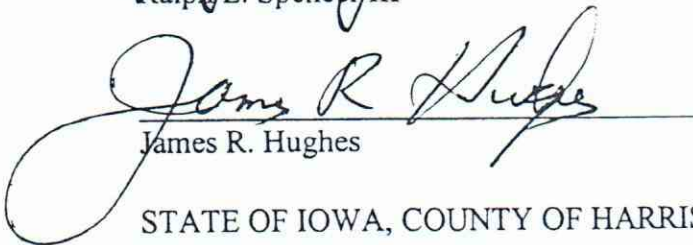
20. All lot owners, heirs and assigns, shall have ingress and egress rights over the private roads shown on the plat of Eagle Ridge Acres Phase IV, subject to the rules and fees established by the Eagle Ridge Acres Road Association.

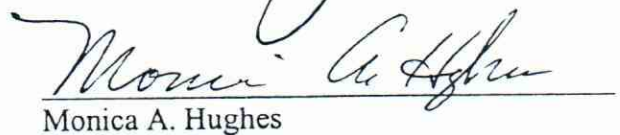
21. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

22. If the present or future owners of any of said lots, or the grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.


Ralph E. Spencer III

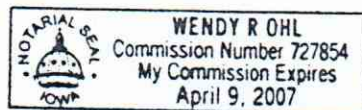

Ruth E. Spencer

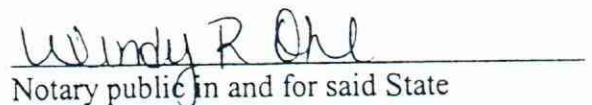

James R. Hughes


Monica A. Hughes

STATE OF IOWA, COUNTY OF HARRISON) ss.

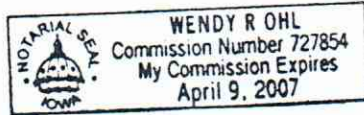
On this 20th day of April, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ralph E. Spencer III and Ruth E. Spencer, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.




Notary public in and for said State

STATE OF IOWA, COUNTY OF HARRISON) ss.

On this 20th day of April, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James R. Hughes and Monica A. Hughes, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Wendy R Ohl
Notary public in and for said State

EXHIBIT "A"

A TRACT OF LAND LOCATED IN PART OF THE NE¼ NE¼ OF SECTION 10; PART OF THE SE¼ SE¼, NE¼ SE¼ AND THE SW¼ SE¼ OF SECTION 3; PART OF THE NW¼ NW¼ OF SECTION 11, ALL IN TOWNSHIP 78 NORTH, RANGE 44 WEST OF THE 5TH PRINCIPAL MERIDIAN, HARRISON COUNTY, MORE FULLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHEAST CORNER OF THE SE¼ SE¼ OF SECTION 3 AND THE POINT OF BEGINNING; THENCE S00°30'09"E ALONG A PORTION OF THE EAST LINE OF THE SE¼ SE¼ AND THE CENTERLINE OF A COUNTY ROAD A DISTANCE OF 98.33 FEET; THENCE S73°48'30"W A DISTANCE OF 274.19 FEET; THENCE S00°30'09"E A DISTANCE OF 282.14 FEET; THENCE S50°12'00"W A DISTANCE OF 174.45 FEET; THENCE S05°22'08"W A DISTANCE OF 163.52 FEET; THENCE N89°32'00"E A DISTANCE OF 255.72 FEET; THENCE S00°30'09"E A DISTANCE OF 424.95 FEET; THENCE S89°29'51"W A DISTANCE OF 130.00 FEET; THENCE S00°30'09"E A DISTANCE OF 150.00 FEET; THENCE N89°29'51"E A DISTANCE OF 290.00 FEET TO THE SOUTHEAST CORNER OF SECTION 3; THENCE N89°54'01"E ALONG A PORTION OF THE NORTH LINE OF THE NW¼ NW¼ A DISTANCE OF 647.94 FEET; THENCE S00°41'10"W ALONG THE CENTERLINE OF A COUNTY ROAD A DISTANCE OF 539.92 FEET; THENCE S89°30'50"W A DISTANCE OF 466.69 FEET; THENCE S01°32'17"W A DISTANCE OF 466.69 FEET; THENCE S89°30'50"W A DISTANCE OF 174.46 FEET; THENCE S00°41'26"W A DISTANCE OF 318.07 FEET TO A POINT ON THE SOUTH LINE OF THE NE¼ NE¼ OF SECTION 10; THENCE N88°26'30"W ALONG A PORTION OF THE SOUTH LINE OF SAID NE¼ NE¼ AND A PORTION OF THE SOUTH LINE OF THE NW¼ NE¼ A DISTANCE OF 1600.96 FEET TO THE SOUTHEAST CORNER OF LOT 31, EAGLE RIDGE ACRES PHASE II; THENCE N22°07'41"E ALONG SAID EAST LINE OF PHASE II A DISTANCE OF 1229.59 FEET; THENCE N07°02'07"E ALONG SAID EAST LINE A DISTANCE OF 716.96 FEET; THENCE N11°38'04"E ALONG SAID EAST LINE A DISTANCE OF 486.98 FEET TO THE NORTHEAST CORNER OF LOT 20; THENCE S80°20'06"E ALONG THE SOUTH LINE OF EAGLE PARK DRIVE A DISTANCE OF 5.69 FEET; THENCE N83°56'34"E ALONG SAID SOUTH LINE A DISTANCE OF 138.31 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A CENTRAL ANGLE OF 03°49'24" AND A RIGHT OF WAY RADIUS OF 1669.24 FEET; THENCE EASTERLY ALONG SAID SOUTH LINE AN ARC DISTANCE OF 111.41 FEET WITH A CHORD BEARING AND DISTANCE OF N85°51'06"E, 111.39 FEET; THENCE N87°45'58"E ALONG SAID SOUTH LINE A DISTANCE OF 334.17 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A CENTRAL ANGLE OF 23°36'53" AND A RIGHT OF WAY RADIUS OF 692.99 FEET; THENCE NORTHEASTERLY ALONG SAID SOUTH LINE AN ARC DISTANCE OF 285.65 FEET WITH A CHORD BEARING AND DISTANCE OF N75°57'32"E, 283.61 FEET; THENCE N64°09'05"E ALONG SAID SOUTH LINE A DISTANCE OF 50.89 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 11°22'03" AND A RIGHT OF WAY RADIUS OF 866.00 FEET; THENCE NORTHEASTERLY ALONG SAID SOUTH LINE AN ARC DISTANCE OF 171.81 FEET WITH A CHORD BEARING AND DISTANCE OF N58°28'04"E, 171.53 FEET; THENCE N52°47'02"E ALONG SAID SOUTH LINE A DISTANCE OF 91.99 FEET; THENCE N89°29'51"E A DISTANCE OF 77.81 FEET; THENCE S00°30'09"E ALONG CENTERLINE OF A COUNTY ROAD A DISTANCE OF 10.58 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 82.76 ACRES, MORE OR LESS, 81.96 ACRES EXCLUDING PRESENTLY ESTABLISHED COUNTY ROAD RIGHT OF WAY AND IS SUBJECT TO ALL EASEMENTS OF RECORD.

NOTE: THE EAST LINE OF THE SE¼ SE¼ OF SECTION 3 IS ASSUMED TO BEAR S00°30'09"E FOR THIS DESCRIPTION.

NOTE: THE FRONT AND REAR 10' OF ALL LOTS AND THE 10' ADJOINING SIDE LOT LINES OF ALL LOTS SHALL BE SUBJECT TO AN EASEMENT WHICH IS HEREBY RESERVED FOR USE FOR THE INSTALLATION AND MAINTENANCE OF BOTH PUBLIC AND PRIVATE WATER WELLS, PRIVATE WATER LINES, TRICAL LINES BOTH PUBLIC AND PRIVATE, AND TELEPHONE LINES BOTH PUBLIC AND PRIVATE.

LORIE A. THOMPSON, COUNTY RECORDER
HARRISON IOWA

Alan J. Anderson, 110 N 2nd Avenue, Logan, Iowa 51546 (712)644-2485

ROAD AGREEMENT FOR
EAGLE RIDGE ACRES
AND DECLARATION OF EASEMENTS

THIS AGREEMENT is made on this 20th day of April, 2005, by and between Ralph E. Spencer, III, and Ruth E. Spencer, James R. Hughes and Monica A. Hughes, record title owners of all lots located in Eagle Ridge Acres, Phase IV, a tract of land located in part of Section 10, 3 and 11, Township 78 North, Range 44 West of the 5th P.M., Harrison County, Iowa, and legally described in Exhibit "A" attached hereto and made a part hereof by this reference and it is hereby agreed as follows:

1. The parties desire to establish a mutual obligation upon the lots in the named subdivisions for:

- a) street snow removal;
- b) street lighting establishment, repair and maintenance;
- c) street sign erection and maintenance;
- d) procurement and maintenance of general liability insurance; and,

2. This Agreement shall be binding upon the owners, heirs and assigns of the following lots of Eagle Ridge Acres Phase IV, to-wit:

Lots 59, 60, 61, 62, and 63, and are hereby made a part of the Eagle Ridge Acres Road Association.

The obligations shall be binding upon said owners, their heirs and assigns and shall run with the land.

3. The easements herein created upon Lots 22, 29 and 30 of Eagle Ridge Acres Phase II shall be binding upon the owners, heirs and assigns of said lots and shall run with the land.

4. That the streets platted shall be used for the enjoyment and common use of the parties hereto and the parties purchasing lots in this subdivision, their heirs, successors or assigns, or their invitees. The streets are not dedicated for public purposes or to be subject to public or municipal control, but are intended for private use and enjoyment and are and shall remain the sole and exclusive property of said owners, their heirs, successors or assigns, and shall be controlled, improved, graded and maintained by the Eagle Ridge Acres Road Association, or its successor, under the following terms and conditions:

a) That the cost of any improvements or additions to the street or any maintenance to the street, or streetlights, shall be on a per lot basis, with each lot owner being assessed an equal share. However, the developer shall not be responsible for payments of any yearly maintenance assessments. Lots shall not be termed assessable for the purpose of this agreement until they are transferred from the developer to a new owner. The Developers shall not be assessed, or required to pay the yearly assessment on unsold lots to which they hold title. However, the developer of the Subdivision shall be responsible for developing the streets platted.

b) All persons who are owners of record of Lots 59, 60, 61, 62, and 63 of Eagle Ridge Acres Phase IV shall be members of Eagle Ridge Acres Road Association, or its successor. Persons who are purchasing under a contract or agreement of purchase shall be deemed the owners for membership and voting purposes. Such ownership or the purchasing under a contract or purchase agreement shall be the only qualifications for membership in this association.

c) In the event that Harrison County, or any other federal, state, county, or local entity should elect to maintain and assume liability for the platted streets subject to this Agreement, the Association has the right to sell, convey, or assign all right, title, and interest to the platted streets.

5. When a building site is owned or being purchased by two (2) or more persons, the membership as to such lot shall be joint and the right of such membership, including the voting power arising therefrom, shall be exercised only by the joint action of all owners or purchasers of such lots.

6. Membership in this association shall lapse and terminate when any member shall cease to be the owner of record of a lot, or upon any member ceasing to be a purchaser thereof under a contract or agreement to purchase.

7. A lot for the purpose of this agreement shall be taken to be and mean a lot as defined in the restrictions and covenants covering the portion of said property in which the lot is located.

8. The voting power of the members of this association shall be limited to one (1) vote for each lot owned or under contracts by such member(s).

9. Until otherwise provided by the undersigned, their designee, or said association, as each of the identified lots are sold by the parties hereto, each such purchasing lot owner shall pay an assessment to the Eagle Ridge Acres Road Association in the amount of \$240.00 per year commencing on the 1st day of each January after such purchase.

10. That the failure of any lot owner to pay the yearly assessment shall be deemed to authorize the said board to file with the County Recorder in and for Harrison County, at Logan, Iowa, a certified lien in the amount of said assessment and said filing shall automatically be deemed a lien upon said real estate in favor of said association, with the same force and effect as any other judgment or lien of public record, and all homestead rights relative thereto shall be deemed waived.

11. By the acceptance of any deed or conveyance of any lot in the subdivision, the grantee automatically agrees to uphold and comply with the foregoing agreement.

12. By this Agreement, the undersigned, the owners of Lot 63, Eagle Ridge Acres Phase IV reserve the right to establish said Lot 63 as a park. The decision as to whether or not to establish said lot as a park or to sell same as a building lot shall be the sole decision of the undersigned in their sole discretion. If such lot is established as a park by a separate written instrument, the maintenance, control and ownership of said lot shall be governed by and under this agreement. Further, an easement across Lot 59 of Eagle Ridge Acres Phase IV for ingress and egress to said Lot 63 is hereby established, which easement shall be binding upon the owners, and their heirs, successors and assigns of said Lot 59 and shall run with said Lot 59 for the benefit of said Lot 63.

13. The undersigned, as the owners of Lot 22 of Eagle Ridge Acres Phase II, hereby grant an easement for ingress and egress over and across the following described property, to-wit:

An easement located in part of Lot 22 of Eagle Ridge Acres, Phase II, located in Section 3, Township 78 North, Range 44 West of the 5th P.M., Harrison County, Iowa, more fully described as follows:

Commencing at the Southeast corner of Lot 22, Eagle Ridge Acres, Phase II and the point of beginning; thence N 11°38'04" E along a portion of the East line of said Lot 22 a distance of 33.00 feet; thence N 78°21'56" W a distance of 316.08 feet; thence S 11°38'04" W along a portion of the West line of said Lot 22 a distance of 33.00 feet to the Southwest corner of said Lot 22; thence S 78°21'56" E a distance of 316.08 feet to the point of beginning. Said easement contains 0.24 acres more or less and is subject to all easements of record,

for the benefit of access to Lot 60 of Eagle Ridge Acres Phase IV. Said easement shall be treated as part of and maintained under the provisions of this road agreement. Said easement shall be binding upon said owners, their heirs and assigns and shall run with the land.

14. The undersigned, as the owners of Lot 29 of Eagle Ridge Acres Phase II, hereby grant an easement for ingress and egress over and across the following described property, to-wit:

An easement located in part of Lot 29 of Eagle Ridge Acres, Phase II, located in Section 10, Township 78 North, Range 44 West of the 5th P.M., Harrison County, Iowa, more fully described as follows:

Commencing at the Northeast corner of Lot 29, Eagle Ridge Acres, Phase II, and the point of beginning; thence S 22°07'41" W along a portion of the East line of said Lot 29 a distance of 70.00 feet; thence N 47°34'03" W a distance of 106.43 feet; thence N 67°52'19" W a distance of 217.00 feet to a point on the West line of said Lot 29; thence N 22°07'41" E along a portion of the West line of said Lot 29 a distance of 33.00 feet to the Northwest corner of said Lot 29; thence S 67°52'19" E along the North line of said Lot 29 a distance of 317.00 feet to the point of beginning. Said easement contains 0.28 acres, more or less, and is subject to all easements of record,

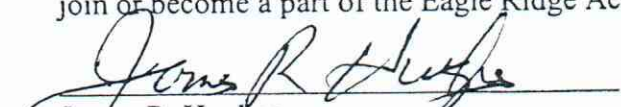
for the benefit of access to Lot 61 of Eagle Ridge Acres Phase IV. Said easement shall be treated

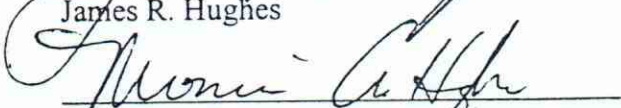
as part of and maintained under the provisions of this road agreement. Said easement shall be binding upon said owners, their heirs and assigns and shall run with the land.

15. The undersigned, as the owners of Lot 30 of Eagle Ridge Acres Phase II, hereby grant an easement for ingress and egress 30 feet in width the entire southerly side of said Lot 30 and Lot 61 for the benefit of access to Lot 62 of Eagle Ridge Acres Phase IV. Said easement shall be treated as part of and maintained under the provisions of this road agreement. Said easement shall be binding upon said owners, their heirs and assigns and shall run with the land.

16. The undersigned, as the owners of Lots 64, 65 and 66 of Eagle Ridge Acres Phase IV, hereby create in favor of and for the benefit of each of said lots a joint, mutual and non-exclusive easement for ingress and egress 30 feet in width on Eagle Hill Trail. The owners of said three Lots shall equally be responsible for the cost and maintenance of such access. The owners of said three lots shall have no obligation to join or become members of the Eagle Ridge Acres Road Association, unless such owners, or their successors, so join by unanimous vote and consent.

17. The owner(s) of Lot 67 of Eagle Ridge Acres, Phase IV, shall have no obligation to join or become a part of the Eagle Ridge Acres Road Association.


James R. Hughes

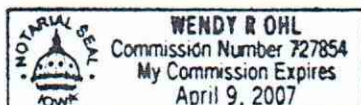

Monica A. Hughes

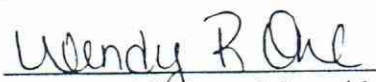

Ralph E. Spencer, III


Ruth E. Spencer

STATE OF IOWA, COUNTY OF HARRISON) ss.

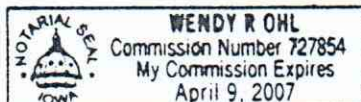
On this 2nd day of April, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James R. Hughes and Monica A. Hughes, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

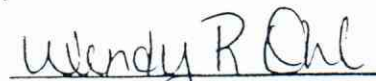



Notary public in and for said State

STATE OF IOWA, COUNTY OF HARRISON) ss.

On this 2nd day of April, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ralph E. Spencer, III and Ruth E. Spencer, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.




Notary public in and for said State