

PROPERTY OWNERS' AGREEMENT

RE: Johnson's Subdivision of part of the South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Thirty-four (34), Township Ninety (90) North, Range Forty-seven (47) West of Fifth Principal Meridian, Plymouth County, Iowa, described as follows: Commencing at the Southeast (SE) corner of said South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$); thence North Zero Degrees Zero Minutes Zero Seconds (N $0^{\circ}00'00''$) East along the East line of said South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) for Two Hundred feet (200') to the point of beginning, thence South Eighty-nine Degrees Fifty-six Minutes Two Seconds (S $89^{\circ}56'02''$) West parallel with the South line of said South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) for Three Hundred Twenty-six and Seventy Hundredths feet (326.70'); thence South Zero Degrees Zero Minutes Zero Seconds (S $0^{\circ}00'00''$) West for One Hundred Sixty-seven feet (167'); thence South Eighty-nine Degrees Fifty-six Minutes Two Seconds (S $89^{\circ}56'02''$) West parallel with said South line for Six Hundred Sixteen and One Hundredth feet (616.01'); thence North One Degree Eight Minutes Fifty-one Seconds ($1^{\circ}08'51''$) West for One Thousand Two Hundred Eighty-One and Forty-five Hundredths feet (1,281.45') to the North line of said South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$); thence North Eighty-Nine Degrees Thirty-eight Minutes Thirty-Eight Seconds (N $89^{\circ}38'38''$) East along said North line for Nine Hundred Sixty-eight and Thirty-nine hundredths feet (968.39') to the Northeast corner of said South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$); thence South Zero Degrees Zero Minutes Zero Seconds (S $0^{\circ}0'0''$) West along the East line of said South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) for One Thousand One Hundred Nineteen and Twelve Hundredths feet (1,119.12') to the point of beginning. Containing 26.907 acres including County Roadway, and 26.060 acres excluding said Roadway.

RECITALS

THAT WHEREAS each of the undersigned is an owner of a home site in the above-described property as more fully set out and described in the attached plat, marked Exhibit "A" and made a part hereof, and,

THAT WHEREAS, it is the desire of each and all of the signatories hereto to make certain mutual and reciprocal arrangements for the protection of all of the owners of all of the properties involved herein, for the protection of the valuation of said properties and for the care and management of said properties,

NOW, THEREFORE, in consideration of the foregoing facts, and following conditions and the mutual promises and forbearances made each to the other, it is agreed;

That the undersigned parties hereby agree to and make the following restrictions, agreements, regulations, covenants and conditions to run with said real estate, beginning immediately upon execution hereof, and all conveyances hereafter made shall be subject thereto, and the grantees therein shall agree thereto as follows:

I. RESTRICTIONS

The following restrictions shall apply to each of the properties involved herein:

- a. That each of the properties shall be a single family residential site.
- b. That no house trailer may be lived in or occupied at any time, or placed upon any of the subject premises.
- c. That no outbuildings shall be erected on the premises except by agreement of a majority of the owners of lots of Johnson's Subdivision, and any such outbuilding shall fit the style of home on the lot and the square footage of the outbuilding shall be approved by the majority of the owners of lots in the Subdivision. No such outbuilding shall be a metal structure.
- d. That the number of household pets for any residence shall not exceed two of any one species.
- e. Any farm animals to be kept on a lot shall be subject to the approval of the majority of the homeowners in the Subdivision and no animal shall become a nuisance. The number of cattle or horses shall not exceed one per acre owned.
- f. No owner shall create any nuisance.

- g. That outdoor lights, whether garage, yard, or otherwise shall be so shielded so as not to create a glare on any of the other properties involved herein or become a nuisance.
- h. No homeowner shall carry on any activity on their respective properties which will tend to contaminate the water supply of theirs or any of the other properties.
- i. That the costs of maintenance or replacement of roads, streets or other rights of way, snow removal, gravel, or any other repair or maintenance item shall be divided equally between the property owners, except that the owner and/or owners of Lot Seven (7) or any portion thereof shall be excluded from this or any other requirement relating to roads, streets or other rights of way.
- j. That no dilapidated or junk cars or trucks shall be stored outside.

II. CONSTRUCTION

All future construction on any of the properties of the parties hereto shall be in keeping with the architectural style and shall be otherwise in keeping with existing buildings.

No outside construction on dwelling houses or exterior construction of any type shall be made without prior written approval of the majority of homeowners in the subdivision.

All construction of individual residences shall be a minimum of 1800 square feet living area excluding basement and garage area.

In order to preserve the roads, all construction activity will be subject to weight limits for vehicles provided by the majority of the homeowners in the subdivision.