AGREEMENT

This agreement is made this 14 day of June, 1994 by and between all of the present owners of the 15 lots in Turtle Creek Heights Addition to Delaware County, Iowa.

WHEREAS, the above parties are the owners of the legal or equitable title of all of the lots located in said subdivision and

WHEREAS, the parties desire to enter into a road maintenance agreement regarding the 30 foot roadway adjoining the lots on the East and shown on the plat dated July 7, 1970 and filed July 12, 1971 in Book 2 Plats, Page 190,

25-88-5

NOW THEREFORE in consideration of their mutual promises and performances, obligations and rights created herein and in consideration of the mutual benefits to be derived by all of the parties hereto, it is agreed as follows:

1. The owner of each lot or lots in said subdivision shall be responsible for a portion of the annual cost of the maintenance of the roads of the subdivision as shown on said plat. That the portion shall initially be determined by assessing the owner of improved lots $100.00 per year and the owner of unimproved lots $50.00 per year. Even though one owner may own more than one improved lot or more than one unimproved lot the assessments shall remain at $100.00 or $50.00 as the case may be. However the assessment per owner may be changed by a majority vote to keep things fair, reasonable and equitable. For the purpose of this provision the owner shall be the legal titleholder of record if there is no contract purchaser or if there is a contract purchaser the owner shall mean the contract purchaser.

2. The owners of the said lots shall meet as needed but a mandatory meeting shall be held during the month of June each year to determine the extent of expected road maintenance for the following year and the expected cost thereof.

FILE No. 44-3773
RECORDING FEE $ 41.00
TRANSFER FEE $

FILED FOR RECORD THE 14 DAY OF June, 1994 AT 8:59 O'CLOCK A. M. BOOK 5 PAGE 10

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

3. The owners shall also determine the cost of the annual assessment for the total road maintenance for one year which shall be paid on or before July 1 of each year. The owners shall select an agent to collect the assessments and to make the payments for the road maintenance needed. He shall be called the Agent or Road Fund Coordinator. This will be a volunteer position and such person shall be selected each year at the June meeting.

4. At the road maintenance meeting the owners of each lot shall be entitled to one vote regardless of how many lots are owned by one owner or his family and the items that must be determined each year are:

(a). The expected maintenance to be performed and the cost there for the coming year.

(b). The amount of the annual assessment.

(c). The selection of the collection agent to arrange and pay for the maintenance and any compensation to be made to him.

5. If during any year the annual assessment is insufficient to cover the road maintenance necessary for the year, the Agent shall call a special meeting of the owners by giving at least a 10 day written notice to each owner unless an emergency exists whereupon any notice given shall be sufficient, be it verbal or otherwise. At such special meeting the owners will determine what additional maintenance if any should be performed and the cost thereof and the amount of the additional assessment, if any that is necessary to cover the maintenance needs through the end of the year. The owners shall be entitled to one vote regardless of the number of lots owned by such owner or his family in the same manner as above stated.

6. The owners shall be responsible to return the road to its original condition in the event the road was damaged in any way due to home construction or improvements being made on their property and such shall be done at their own expense.

7. This agreement shall be binding upon the parties hereto and upon their heirs, successors and assigns so long as the subdivision is primarily used for private residence purposes. This agreement may be modified or terminated by a majority vote as described herein and upon the filing of a written document either amending or terminating this agreement.

James A. Wittnebel, Sr.

Sarah E. Wittnebel

Laura M. Conrad

Patrick H. Lenane

Marie A. Lenane

Kim Boyd-Wolfe

Glenn Wolfe

Jon Boyd

Rod C. Fleming

Kevin L. Lamphier

Susan J. Lamphier

Beverly J. McCollough, formerly known as Beverly J. Rust

David Fink

Dennis I. Wood

Muriel J. Wood

Ruth A. Ipsan-Brown

Clifford C. Brown

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Jon Boyd

~~Rod~~ C. Fleming
RON
RCF

Kevin L. Lamphier

Susan J. Lamphier

Beverly J. McCollough, formerly known as Beverly J. Rust

David Fink

Dennis I. Wood

Muriel J. Wood

Ruth A. Ipsan-Brown

Clifford C. Brown

STATE OF IOWA, Linn COUNTY, ss:

On this 3 day of June, 1994 before me the undersigned a notary public in and for the State of Iowa personally appeared James A. Wittnebel, Sr. and Sarah E. Wittnebel, husband and wife to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

JANET L. FEDERER
My Comm. Expires
10-26-95

Janet L. Federer
, Notary Public in and for said State.

STATE OF IOWA, DELAWARE COUNTY, ss:

On this 13th day of June, 1994 before me the undersigned a notary public in and for the State of Iowa personally appeared Laura M. Conrad, a single person to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

JENNIFER SUE HEGHETHORN
MY COMMISSION EXPIRES
May 14, 1995

Jennifer Sue Palmer
, Notary Public in and for said State.

STATE OF IOWA, DELAWARE COUNTY, ss:

On this 7th day of June, 1994 before me the undersigned a notary public in and for the State of Iowa personally appeared Patrick H. Lenane and Marie A. Lenane, husband and wife to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

JENNIFER SUE HEGHETHORN
MY COMMISSION EXPIRES
May 14, 1995

Jennifer Sue Palmer
, Notary Public in and for said State

STATE OF IOWA, DELAWARE COUNTY, ss:

On this 14th day of June, 1994 before me the undersigned a notary public in and for the State of Iowa personally appeared Kevin L. Lamphier and Susan J. Lamphier, husband and wife to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

JENNIFER SUE HEGHETHORN
MY COMMISSION EXPIRES
May 14, 1995

Jennifer Sue Palmer
, Notary Public in and for said State.

STATE OF IOWA, Black Hawk COUNTY, ss:

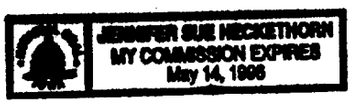
On this 10 day of June, 1994 before me the undersigned a notary public in and for the State of Iowa personally appeared Beverly J. McCollough, formerly known as Beverly J. Rust to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Iowa
SEAL

Marlene K Smith
Marlene K Smith, Notary Public in and for said State.

STATE OF IOWA, Delaware COUNTY, ss:

On this 14th day of June, 1994 before me the undersigned a notary public in and for the State of Iowa personally appeared David Fink, a single person to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

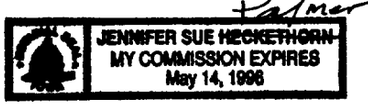


Jennifer Sue Palmer
, Notary Public in and for said State.

STATE OF IOWA, DELAWARE COUNTY, ss:

On this 14th day of June, 1994 before me the undersigned a notary public in and for the State of Iowa personally appeared Dennis I. Wood and Muriel J. Wood, husband and wife to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Palmer



Jennifer Sue Palmer
, Notary Public in and for said State.

STATE OF IOWA, DELAWARE COUNTY, ss:

On this _____ day of _____, 1994 before me the undersigned a notary public in and for the State of Iowa personally appeared Kim Boyd-Wolfe and Glenn Wolfe, husband and wife to me known to be the 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, ss:

On this _____ day of _____, 1994 before me the undersigned a notary public in and for the State of Iowa personally appeared Jon Boyd to me known to be the 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)
) ss:
COUNTY OF Linn)

This 6th day of June, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kim Boyd-Wolfe 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.

Susan R. Mitchell
Notary Public in and for the State Of Iowa
Susan R. Mitchell
My commission expires: 3-5-97

STATE OF IOWA)
) ss:
COUNTY OF Linn)

This 6th day of June, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Glenn Wolfe 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.

Susan R. Mitchell
Notary Public in and for the State Of Iowa
Susan R. Mitchell
My commission expires: 3-5-97

STATE OF ~~IOWA~~ VIRGINIA)
) ss:
COUNTY OF FAIRFAX)

This 8 th day of JUNE, 1994, before me, the undersigned, a Notary Public in and for the State of ~~Iowa~~ VIRGINIA, personally appeared Jon Boyd 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.

John V Renzo
Notary Public in and for the State Of ~~IOWA~~ VIRGINIA
My Commission expires: 3/31/97
John V Renzo

STATE OF IOWA, Delaware COUNTY, ss:

On this 4th day of June, 1994 before me the undersigned a notary public in and for the State of Iowa personally appeared Clifford C. Brown and Ruth A. Ipsan-Brown, husband and wife to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

JENNIFER SUE HECKETHORN
MY COMMISSION EXPIRES
May 14, 1996

Jennifer Sue Palmer, Notary Public in and for said State.

STATE OF IOWA, Delaware COUNTY, ss:

On this 4th day of June, 1994 before me the undersigned a notary public in and for the State of Iowa personally appeared Ron C. Fleming to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Jennifer Sue Palmer, Notary Public in and for said State.