ROADWAY AGREEMENT

Recorded 6/30/95

The parties to this agreement are the undersigned owners of lots in Turtle Creek Camp in Sections Twenty Five (25) and Twenty Six (26). Township Eighty Eight (88) North. Range Five (5) West of the Fifth P.M.. Delaware County. Iowa. according to the plat recorded in Book 2 Plats. Page 63. Delaware County records. and Allan L. and Ruth M. Boge as owners of the adjacent land as more particularly described in the attached Exhibit A. through which access roads connect Turtle Creek Camp to the county road.

WHEREAS. there have been previous recitations in deeds and a court decree incorporating a stipulation of settlement concerning the rights of access and maintenance of said access roads which are in need of modification and clarification:

WHEREAS. the parties to this agreement desire to modify and clarify their respective rights and obligations with regards to these access roads described as Easement "A". Easement "C". and the platted roads in Turtle Creek Camp:

For mutual considerations. it is agreed by the undersigned as follows:

1. All previous rights regarding access and usage of the roads described as Easement "A" and Easement "C". and the roadways in Turtle Creek Camp are hereby preserved to each and every party and their successors and assigns.

2. The road in Turtle Creek Camp where it crosses Lots 34 through 44 and part of Easement "A" where it connects to the subdivision at Lot 44 is located south of where it is platted close to the middle of Lots 38 - 44 rather than at the north border. The present location of the road is referenced in the respective deeds to said Lots 34 - 44. The parties to this agreement stipulate that said location is in lieu of and replaces the road which is platted and therefore the road as platted is hereby vacated and conveyed to Allan L. and Ruth M. Boge free and clear of said easement and the road as it actually exists is substituted therefore.

3. All previous provisions regarding maintenance and upkeep of said access roads are hereby rescinded and the provisions of this agreement are substituted therefore.

4. The maintenance of Easement "A". Easement "C" and the roadways platted within Turtle Creek Camp and the cattle guards installed along said roadways at the county road. near the Boge building site. and at the entrances to Turtle Creek Camp shall hereafter be shared in equal proportions by the owners of developed lots in Turtle Creek Camp and Boges' property using said roads for access.

5. For purposes of this agreement. developed lots shall mean one or more lots of any size which are developed by one family unit. With regards to newly developed lots within Turtle Creek Camp or the Boge property. the owners of such newly developed lot or lots shall be liable for a proportionate share of costs accruing 30 days after completion of construction but in no event more than 6 months after construction was commenced on said lot.

5a. To allow newly platted lots or subdivisions. improved or remodeled lots with: businesses. multi-family homes. trailer homes and or rental properties access to the Turtle Creek Camp Easement inclusive of lot 1 through lots 44. will require a 60% vote of said property owners.

6. For purposes of this agreement. the present Boges'

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

building site shall be considered one developed lot. liable for a proportionate share of maintenance and upkeep with the owners of developed lots in Turtle Creek Camp.

7. Boges shall not at any time fence or chain any of the access roads for any reason except in an emergency situation and only on a temporary basis so long as the emergency exists.

8. Boges agree to remove the cement pillar marking their property corner at or about the intersection of lots 34 , 35, and 38 of Turtle Creek Camp to permit the subdivision road to encroach on their property to permit vehicles and boat trailers to negotiate the corner. This agreement shall not constitute conveyance of said property but only the right of use.

9. The road shall remain at its full 30 feet width in all portions thereof. including the crossing of the real estate owned by landowners to include farm land and including the same as it passes through the lots and abutting the lots in said plat of Turtle Creek Camp, except an apron of sod 3 feet in width shall be permitted to grow within said 30 feet and on each side thereof and remain undisturbed by plow or other farm machinery.

10. The owner of the farm will permanently maintain a division fence between property conveyed as Turtle Creek Camp and farm. Said fence to be adequate to stop livestock of said farm. No trash.leaves, or other substances shall be burned within or adjacent to any fence so as to cause damage there to. All property owners will prevent damage to or undermining of this division fence.

11. A meeting of land owners will be held yearly:
   A. Road dues will be collected. the amount will be voted on at the previous meeting.
   B. All expenditures of more than $500 will be approved by a majority vote.
   C. An election will be held to elect 5 members to the board.
   D. The board will appoint a President, Secretary, & Treasurer.
   E. It will be the duty of the board to approve all expenses, no debts will be incurred without prior approval of the board.
   F. The financial records and bank accounts will be the responsibility of the Board.
   G. The Board will insure all road funds are collected each year.

12. The provisions of this agreement shall be binding on all parties signing this agreement and their successors and assigns.

13. Any party to this agreement which owns a developed lot as defined herein or their successors or assigns who fails to pay their proportionate share of costs for maintenance and upkeep of said roads shall be liable to the remaining owners of developed lots for said proportionate share. Any amounts unpaid by any developed lot owner may be collected by a representative of the remaining developed lot owners for their collective benefit by bringing suit in Small Claims Court or District Court for recovery of said delinquent amounts. Any developed lot owner who is delinquent and against whom collection is necessary shall pay the reasonable costs of collection including attorneys fees incurred by the representative of the developed lot owners.

Lawrence Edward Peter, Owner
Part of Lot 14, Part of Lot 15 and
Part of Lot 16, Turtle Creek Camp

George E. Foxe, Trustee, Owner
Part of Lot 17 and Part of
Lot 18, Turtle Creek Camp

Valerie Lynn Schuler, Owner
Part of Lot 17, Lot 18,
and Part of Lot 19,
Turtle Creek Camp

Shirley Anne Gochenour, Owner
Part of Lot 20, Turtle Creek Camp

G. Faye Peters, Owner
Part of Lot 21, Turtle Creek Camp

Richard Jones
KARUSCO INC.
[redacted] Owner KARUSCO, INC - RICHARD JONES
Part of Lot 21 and Part of
Lot 22, Turtle Creek Camp

Carl C. Einck, Owner
Part of Lot 23, Turtle Creek Camp

J. P. Kinney, Owner
Part of Lot 23 and Part of
Lot 24, Turtle Creek Camp

Lawrence J. Kremer, Owner
Part of Lot 25 and Part of
Lot 26, Turtle Creek Camp

Earl Carl Jacobson, Owner
Part of Lot 16 and Part of
Lot 17, Turtle Creek Camp

Gregory A. Bandfield, Owner
Part of Lot 17, Lot 18,
Lot 19 and Part of Lot 20,
Turtle Creek Camp

Orum Wayne Gochenour, Owner
Part of Lot 20, Turtle Creek Camp

Franklin B. Peters, Owner
Part of Lot 21, Turtle Creek Camp

JoAnn Jones
Karusco, Inc.
[redacted] Owner KARUSCO, INC - JOANN JONES
Part of Lot 21 and Part of
Lot 22, Turtle Creek Camp

Gloria Faye Peters
Franklin B. Peters
[redacted] Owner FRANKLIN + FAYE PETERS
Part of Lot 22 and Part of
Lot 23, Turtle Creek Camp

Mary Einck, Owner
Part of Lot 23, Turtle Creek Camp

James R. Stow, Owner
Part of Lot 24 and Part of
Lot 25, Turtle Creek Camp

Joanne C. Kremer, Owner
Part of Lot 25 and Part of
Lot 26, Turtle Creek Camp

Richard W. Kabele, Owner
Part of Lot 25 and Part of
Lot 26, Turtle Creek Camp

Bernadette J. Kabele, Owner
Part of Lot 25 and Part of
Lot 26, Turtle Creek Camp

James K. Cramer, Owner
Part of Lot 26, Part of Lot
27, Part of Lot 28 and Part
of Lot 41, Turtle Creek Camp

Vivian L. Cramer, Owner
Part of Lot 26, Part of Lot
27 and Part of Lot 28,
Turtle Creek Camp

aka Carol Ann Lessaut
Carol Ann Taradash, Owner
Part of Lot 27 and Part of
Lot 28, Turtle Creek Camp

Phyllis A. Tapper, Owner
Part of Lot 28,
Turtle Creek Camp

William B. Walters, Owner
Part of Lot 28 and Part of
Lot 29, Turtle Creek Camp

Eleanor Walters, Owner
Part of Lot 28 and Part of
Lot 29, Turtle Creek Camp

R. E. Deerr, Trustee, Owner
Part of Lot 29,
Turtle Creek Camp

Neva E. Deerr, Trustee, Owner
Part of Lot 29,
Turtle Creek Camp

Hazel Mae McGowan
Part of Lot 29 and Part of
Lot 30, Turtle Creek Camp

Paul A. Schneiter, Owner
Part of Lot 30,
Turtle Creek Camp

Bonnie Schneiter, Owner
Part of Lot 30,
Turtle Creek Camp

James T. Mosel, Owner
Part of Lot 30 and Part of
Lot 31, Turtle Creek Camp

Joan M. Mosel, Owner
Part of Lot 30 and Part of
Lot 31, Turtle Creek Camp

Charles N. Searles, Owner
Part of Lot 31 and Part of
Lot 32, Turtle Creek Camp

Ruth M. Searles, Owner
Part of Lot 31 and Part of
Lot 32, Turtle Creek Camp

Janice L. Peterson, Owner
Part of Lot 33,
Turtle Creek Camp

Maryanne Larson
Maryanne Larson, Owner
Part of Lot 33,
Turtle Creek Camp

Roberta J. Larson
Roberta J. Larson, Owner
Part of Lot 33,
Turtle Creek Camp

Alice M. Thomas
Alice M. Thomas, Owner
Part of Lot 34,
Turtle Creek Camp

Susan K. Atherton
Susan K. Atherton, Owner
Part of Lot 34,
Turtle Creek Camp

Douglas W. Ernst
Douglas W. Ernst, Owner
Part of Lot 35,
Turtle Creek Camp

Robert L. Dart Jr.
Robert L. Dart Jr., Owner
Part of Lot 36, Part of Lot 37
and Part of Lot 38,
Turtle Creek Camp

Eleanor M. Fisher
Eleanor M. Fisher, Owner
Part of Lot 36, Part of Lot 37
and Part of Lot 38,
Turtle Creek Camp

Constance Reyner
Constance Reyner, Owner
Part of Lot 38 and Part of
Lot 39, Turtle Creek Camp

X Clare Mather
Clare T. Mather, Owner
Part of Lot 33,
Turtle Creek Camp

James M. Thomas
James M. Thomas, Owner
Part of Lot 34,
Turtle Creek Camp

Paul R. Atherton
Paul R. Atherton, Owner
Part of Lot 34,
Turtle Creek Camp

Timothy P. Atherton, Owner
Part of Lot 34,
Turtle Creek Camp

Linda M. Dart
Linda M. Dart, Owner
Part of Lot 36, Part of Lot 37
and Part of Lot 38,
Turtle Creek Camp

John McNally Agt S.S.
~~W. L. Glass~~, Owner JOHN MCNALLY
Part of Lot 41,
Turtle Creek Camp

David Reyner
David Reyner, Owner
Part of Lot 38 and Part of
Lot 39, Turtle Creek Camp

Loren L. Black
Loren L. Black, Owner
Part of Lot 39 and Part of
Lot 40, Turtle Creek Camp

Allen L. Boge, Owner
Property described on Exhibit A and Parts of Lots 38 through 44

Ruth M. Boge, Owner
Property described on Exhibit A and Parts of Lots 38 through 44

Howard A. Zieser, Owner
Lots 1 & 8, Turtle Creek Camp

Ray C. Panosh, Owner
Lot 2, Turtle Creek Camp

Mary A. Panosh, Owner
Lot 2, Turtle Creek Camp

David E. Matthews
Lots 3 & 4, Turtle Creek Camp
David E Matthews

Eunice L. Matthews, Owner
Lots 3 & 4, Turtle Creek Camp

John E. Anderson, Owner
Lot 5, Turtle Creek Camp

Aleida A. Anderson, Owner
Lot 5, Turtle Creek Camp

Richard R. Becker, Owner
Lot 6, Turtle Creek Camp

Michael J. Russell, Owner
Lot 7, Turtle Creek Camp

Kent R. Cole, Owner
Lot 9, Turtle Creek Camp

Nancy A. Cole, Owner
Lot 9, Turtle Creek Camp

Michael R. Norris, Owner
Lot 10, Turtle Creek Camp

Dean H. Holtz, Owner
Lot 11, Turtle Creek Camp

Patrick M. Lynch, Owner
Parcel A Lot 11, Turtle Creek Camp

Debra K. Pfalzgraf, Owner
Lots 11, 12 & Part of Lot 14, Turtle Creek Camp

Merlyn P. Platten, Owner
Part of Lot 14, Turtle Creek Camp

Doris Platten, Owner
Part of Lot 14, Turtle Creek Camp

Jean Black, Owner
Part of Lot 39 and Part of
Lot 40, Turtle Creek Camp

Paul W. LaPlant, Owner
Part of Lot 40 and Part of
Lot 41, Turtle Creek Camp

Clara J. LaPlant, Owner
Part of Lot 40 and Part of
Lot 41, Turtle Creek Camp

Doris Ann Reick, Owner
Part of Lot 41,
Turtle Creek Camp

Richard H. Meyer, Owner
Part of Lot 42,
Turtle Creek Camp

Alice M. Meyer, Owner
Part of Lot 42,
Turtle Creek Camp

[redacted] Owner FRANCIS BELLER
Part of Lot 42 and Part of
Lot 43, Turtle Creek Camp

[redacted] Owner JUDITH BELLER
Part of Lot 42 and Part of
Lot 43, Turtle Creek Camp

Jody L. Antrim, Owner
Part of Lot 43 and Part of
Lot 44, Turtle Creek Camp

John C. McNally, Owner
Part of Lot 44,
Turtle Creek Camp

Sally J. McNally, Owner
Part of Lot 44,
Turtle Creek Camp

John C. McNally (President)

STATE OF IOWA)
)ss:
DELAWARE COUNTY)

On this 29 day of June, 1995, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John C. McNally

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 the
State of Iowa
Mary L. Becker

UPDATE

Gregory A Bandfield (Treasurer)

STATE OF IOWA)
) SS:
DELAWARE COUNTY)

On this 17 of July, 2000, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gregory A. Bandfield 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 the State of Iowa

JAMES V. GRAYBILL
MY COMMISSION EXPIRES
7-7-2003

140-170
DELAWARE COUNTY IOWA
FILED ✓
'95 JUN 30 PM 3 13
BOOK 5 PAGE 186
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$ 41.00

John McNally Etal.

to

Allan L. Boge, Etal.

Call Sally @ Shed 927-5662

DELAWARE COUNTY IOWA
FILED ✓
2000 JL 17 PM 2:52
BOOK 2000 PAGE 2170
DEBORAH L. PEYTON
DELAWARE CO RECORDER
#41.00

Greg Bandfield
20879 263rd St.
Manchester IA
52057