DELAWARE COUNTY IOWA
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DEBORAH L. HINTON
DELAWARE CO. RECORDER

Preparer Information Kenneth L. Keith, 1313 N. Court, Ottumwa, IA 682-4377
Individual's Name Address City Phone

RESTRICTIONS AND COVENANTS FOR INJUN JOE ESTATES

RESTRICTIONS COVERING
Keith's First Subdivision of part of the S 1/2 of the NE 1/4 and part of the N 1/2 of the SE 1/4 of Section 30, Township 88 North, Range 4 West of the 5th P.M., Delaware County, Iowa, the plat of which addition appears of record in Book 4 of Plats on Page 20 in the Office of the Recorder of Delaware County, Iowa. Said subdivision is also known as "Injun Joe Estates", a trade name.

These restrictions and covenants also cover the adjacent property consisting basically of river rights and lake frontage described in that one certain Warranty Deed dated December 19, 2001 appearing in the office of the Delaware County Recorder at Book 2001, Page 4687.

Kenneth L. Keith and LaRue J. Keith, husband and wife, were the former owners of the above-described real estate and the developers of Injun Joe Estates. They shall hereafter be referred to as DEVELOPERS.

The present owners of all of the above-described real estate are the following persons, to wit: Party #1, William M. Keith, a single person; Party #2, Kathryn L. Gray and Scott A. Gray, husband and wife; Party #3, Leslie A. Keith and Cathleen L. Keith, husband and wife; Party #4, Lloyd E. Keith and Joni L. Keith, husband and wife; Party #5, Sylvia J. Kreamalmyer and William E. Kreamalmyer, husband and wife; Party #6, Daniel L. Keith and Andria L. Keith, husband and wife; Party #7, William M. Keith, Jr. and Jennifer L. Keith, husband and wife, each of said parties owning an undivided one-seventh interest in said real estate. Said persons shall hereinafter be referred to as KEITH FAMILY OWNERS.

DEVELOPERS and KEITH FAMILY OWNERS desire to restrict the above-described real estate as hereinafter stated for the benefit of themselves and all future owners of any lots, land, parts or parcels of said above-described real estate.

NOW, THEREFORE, said DEVELOPERS and KEITH FAMILY OWNERS, do hereby create and establish the following restrictions, covenants, and provisions which are binding upon themselves and the various lots and land in the above-described real estate and subdivision, and also upon all the future owners of any lots or land in said real estate and subdivision to the extent indicated herein, to wit:

1. This subdivision is a family oriented residential

community designed for a high standard of living. These restrictions and covenants are established to assure such a standard.

2. These restrictions and covenants are to run with the land and shall be binding upon all future owners of lots in this subdivision and all persons claiming under them until December 31, 2011. At that time said covenants shall automatically be extended for successive periods of 10 years, unless by a vote of a majority of the then owners of the lots, it is agreed to change said restrictions and covenants in whole or in part.

3. If any persons shall violate, or attempt to violate, any of the restrictions or covenants herein, it shall be lawful for any person or persons owning any lots or land situated in this subdivision to prosecute proceedings at law or equity against any person or persons violating or attempting to violate any such covenants, and to either prevent them from so doing or to recover damages or other dues for such violation.

4. Invalidation of any of these restrictions or covenants by judgment or court order shall not affect any of the other restrictions or covenants which shall remain in full force and effect.

5. DEVELOPERS are the owners of all the land from the paved public highway to said subdivision, including the 30 foot wide roadway that extends from said public highway to Keith's Subdivision. They have graded and surfaced said roadway at their sole cost and expense. All present and future owners of lots and land in said subdivision shall have a perpetual right-of-way easement over and across said roadway from the public highway to said subdivision. Said perpetual easement shall include the right of access and egress over and across said roadway, and shall also include the right to install utility easements in a 15 foot strip along the northerly side of said roadway from the public highway to said subdivision. Electric and telephone services have already been installed therein or contracted for installation.

6. All of the present and future owners of lots and land in Keith's Subdivision shall be responsible for their pro rata share of the costs of maintenance, upkeep, grading, and snow removal of said roadway from the public highway to Keith's Subdivision, and also of the existing main roadway inside the said subdivision which runs the entire length thereof, and also the roadway from the main roadway to the river. Said costs shall be allocated to owners of lots in said subdivision on the following basis: KEITH FAMILY OWNERS shall be responsible for seven portions, and each other owner of any lots shall be responsible for one portion as an owner. Owners of more than one lot, other than KEITH FAMILY OWNERS, shall be responsible for just one portion unless and until dwellings are contracted to be built. If one owner owns more than one dwelling,

then he shall be responsible for one portion for each dwelling. If any of the KEITH FAMILY OWNERS builds a dwelling in the addition, then he shall be responsible for one portion, in addition to the seven portions of the KEITH FAMILY ownership. In other words, responsibility is based on ownership of lots as a preliminary matter, but beyond ownership of lots responsibility will be based on dwelling units, as this will more realistically determine the usage made of said roadways. In the event condominium multiple family dwelling units are approved and built, then each dwelling unit in a multiple family structure, however owned, will be responsible for one portion. In the event of development of roadways that serve only certain lots, then said roadways shall be developed and maintained, including grading and snow removal, at the expense of the benefitted lot owners only.

7. Each purchaser of a lot or lots in said subdivision shall be responsible for appropriate sewage disposal, which shall comply in all respects with all applicable laws, rules and regulations of the county, state, and federal government. The KEITH FAMILY OWNERS and DEVELOPERS shall have no responsibility for furnishing sewage disposal to the purchaser of any lot in Keith's Subdivision.

8. Each owner of a lot in Keith's Subdivision shall become by purchase of such a lot, a member of the Injun Joe Estates Owners' Association hereinafter referred to as "Injun Joe Estates Owners' Association". The KEITH FAMILY OWNERS are also members of said association. Said association shall develop rules and regulations, and have regular meetings in which all matters affecting Injun Joe Estates shall be discussed and resolved. Each owner of any lot shall have one vote in voting on association matters, regardless of the number of lots owned. The KEITH FAMILY OWNERS shall have seven votes, so long as said persons own any interest in any lots or land in said subdivision. The interests of the KEITH FAMILY OWNERS may be exercised by their attorney-in-fact, or in his absence by any member of the KEITH FAMILY OWNERS. Unless provided otherwise by these restrictions and provisions, or by the unanimous vote of all property owners, all matters pertaining to said Injun Joe Estates shall be decided by a majority vote of the owners present at any regularly called meeting involving any issue. Robert's Rules of Order shall govern any and all such meetings.

9. No lots shall be divided or subdivided so as to make a building site smaller than the existing lots. However, said lots may be divided or subdivided to enlarge a building plot. That is, adjoining owners may divide or subdivide a lot adding portions of it to their own lots so that the building plot is larger than their original lots.

10. All lots in said subdivision shall be known and described as residential plots. No structures shall be erected, altered, placed or permitted to remain on any residential plot other than one detached single family dwelling, not to exceed 2 1/2 stories in

height with a private garage for not more than 3 vehicles, or other out buildings incidental to the use of said plots for residential purposes, subject to the possible use of a combination of said lots for condominium development as set out more fully herein.

11. No dwelling shall be permitted or erected on any lot unless it meets and falls within one of the following classifications:

(a) One story house with living area exclusive of basement and garage, containing not less than 1400 square feet of living space.

(b) One story house with basement partially open on one side, with doors and windows and containing living floor space in said basement area, the total living area of both the main floor and basement floor living area to consist of not less than 2200 square feet, exclusive of garage.

(c) One and one-half story house with living floor space, exclusive of basement and garage, consisting of not less than 1600 square feet.

(d) Two story dwelling consisting of not less than 2000 square feet of living floor space, exclusive of basement and garage.

(e) Two and one-half story house consisting of not less than 2500 square feet of living floor space, exclusive of basement and garage.

(f) These restrictions in paragraph 11 shall not apply to condominium developments in this subdivision if any are developed, but if any are developed, then each single residential unit in any condominium development shall contain not less than 1200 square feet of living space.

12. A combination of certain lots may appropriately lend themselves to condominium development, with each condominium unit designed and used for single family residential purposes. Consequently, on application to the Owners' Association by the purchasers of any two or more lots desiring to develop them for condominium purposes, and on a showing that such development is consistent with the general purposes of these restrictions and covenants, the Owners' Association, upon a 75 percent vote of approval, may consent to such condominium development.

13. All residential dwellings shall be located no nearer than twenty (20) feet to the front lot line and no nearer than five (5) feet to any side lot line. For purposes of this paragraph, the front lot line shall be considered the portion of the lot closest to the main road that runs through Keith's Subdivision. On lots

that do not abut on the main road, then the front line shall be considered the portion of the lot closest to the roadway serving that lot. If the location and terrain of a particular lot is such that these set back limits are not practical, then a purchaser of a lot may make application to the Owners' Association for a variance in whole or in part. The Owners' Association, upon a 75 percent vote of approval, may modify said set back lines for a particular lot in part or in their entirety as determined by said Owners' Association.

14. No structures of a temporary character shall be used as a residence at any time.

15. All utility pipes, wires, conduits and cables, including cable television, shall be underground.

16. No fences shall be erected by any of the owners of said residential lots, except those for the purpose of surrounding a swimming pool or temporary fences for the use of small children, and with respect to temporary fences for small children, such fences are to be in the immediate area and connected to the residential lot dwelling. Any fences allowed shall be no taller than six feet and shall be in the back yard.

17. Exterior antennas are not permitted. Small satellite or Direct TV discs are permitted but cannot exceed 18 inches in diameter.

18. No horses, cattle, goats, sheep, poultry, or other livestock shall be kept on the premises.

19. No pets shall be allowed to run at large, and must be kept on owner's property and under control at all times except that pets may be taken off of the owner's property if securely restrained on a leash or held, or be securely restrained in a vehicle.

20. No noxious or offensive trade or activity shall be engaged in or upon any lot. Loud motor noises of any kind, fireworks, or other excessively loud noises are prohibited. Nothing shall be done within the addition which may be or become an annoyance or nuisance to neighbors, or the neighborhood in general.

21. Hunting, and the shooting of guns in the addition is prohibited.

22. No business or occupation shall be conducted in or on any of the lots in Injun Joe Estates unless it shall be of such a limited nature that it will not involve any additional traffic into said development or onto any of said lots. This restriction would not prohibit the conduct of a business conducted solely through the use of telephones, computers, the internet, or other such forms of

communication so long as the same does not interfere with the normal use of communications by others owners in said development.

23. A speed limit of 15 miles per hour shall exist and be in force on all roads within the addition, on the access road from the public highway to the addition, and throughout the addition.

24. DEVELOPERS have provided an access road from the main road running through the subdivision to the river. They have also provided a boat ramp adjacent to the subdivision for access to the river by owners of lots in the subdivision. The owners of lots in the subdivision shall have access to the river by means of said boat ramp insofar as the depth of the water permits.

25. Owners of lots in the subdivision will have the right to go upon and use for walking and enjoying the natural beauty of any and all of the lots in the subdivision which have not been sold and are still owned by the KEITH FAMILY OWNERS.

26. All of the foregoing restrictions and covenants are designed to promote a high standard of living for the residents of Injun Joe Estates. However, it is recognized that it is impossible to anticipate and predict all problems and situations that may arise as lots are purchased and residences are planned for development herein. Consequently, any purchaser of a lot or lots in Injun Joe Estates may make application to the Injun Joe Estates Owners' Association to waive or modify any of the restrictions or covenants hereunder. Said application shall be in writing and set forth the grounds or reasons for the proposed change or modification or waiver of any of such restrictions or covenants. After notice to all existing owners of lots or land in said Injun Joe Estates, the Owners' Association shall fix a date and time for hearing on said application, which shall be adequate to enable all other owners the opportunity to either consent or object to said proposed changes. A meeting shall be held, at which time the application shall be given full consideration, and if the proposed change is consistent with the general purposes and intentions of these restrictions and covenants, and if it is not unduly burdensome or harmful to any other owners, then the same may be granted. Any proposed changes, modifications, or waivers of any of these restrictions or covenants shall be granted only upon a 75 percent vote of approval by the Owners' Association.

These restrictions and covenants shall be effective when signed and acknowledged by all of the DEVELOPERS and KEITH FAMILY OWNERS.

Kenneth L. Keith

LaRue J. Keith DEVELOPERS

William M. Keith

Kathryn L. Gray

Scott A. Gray

Leslie A. Keith

Cathleen L. Keith

Lloyd E. Keith

Joni L. Keith

Sylvia J. Kreamalmyer

William E. Kreamalmyer

Daniel L. Keith

Andria L. Keith

William M. Keith, Jr.

Jennifer L. Keith

KEITH FAMILY OWNERS

STATE OF ~~IOWA~~ GEORGIA)
) SS.
COUNTY OF ~~WAPELLO~~ SPALDING)

On this 7th day of January, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kenneth L. Keith and LaRue J. Keith, 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

My Commission Expires July 18, 2004

STATE OF IOWA)
) SS.
COUNTY OF WAPELLO)

On this 23rd day of January, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kathryn L. Gray and Scott A. Gray, husband and wife; Leslie A. Keith and Cathleen L. Keith, husband and wife; Sylvia J. Lloyd E. Keith and Joni L. Keith, husband and wife; William Kreamalmyer and William E. Kreamalmyer, husband and wife; William M. Keith, Jr. ~~and Cathleen L. Keith, 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.

COLLEEN FREDRICKSON
COMMISSION NO. 106788
MY COMMISSION EXPIRES
AUGUST 29, 2002

Colleen Fredrickson
Notary Public in and for said State

STATE OF GEORGIA)
) SS.
COUNTY OF SPALDING)

On this 7th day of January, 2002, before me, the undersigned, a Notary Public in and for the State of Georgia, personally appeared William M. Keith, a single person to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

MARY S. ROUZA
NOTARY PUBLIC
SPALDING COUNTY

Mary S. Rouza
Notary Public in and for said State

My Commission Expires July 18, 2004

STATE OF MISSOURI)
) SS.
COUNTY OF St Charles

On this 5th day of Jan, 2002, before me, the undersigned, a Notary Public in and for the State of Missouri, personally appeared Daniel L. Keith and Andria L. Keith, 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.

Jim A Anson
Notary Public in and for said State

JAMES A. ANSON
St. Charles County
My Commission Expires
December 5, 2004

STATE OF MISSOURI)
) SS.
COUNTY OF CAMDEN)

On this 22 day of January, 2002, before me, the undersigned, a Notary Public in and for the State of Missouri, personally appeared Jennifer L. Keith, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Carla F. Wood
Notary Public in and for said State

CARLA F. WOOD
Camden County
My Commission Expires
June 4, 2005

CARLA F. WOOD NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI