Book 2008 Page 2857

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by: Terri Jo Erickson

ENV (X) Return to: Terri Jo Erickson
4065 Eagle Ridge Drive
Cedar Rapids, IA 52411 319-378-5988

Grantor: Grantee: Turtle Creek Heights Addition

Larry Erickson, Terri Jo Erickson, Kevin Lamphier, Susan Lamphier, Jim Wittnebel, Sarah Wittnebel, Steve Winter, Reba Winter, Dennis Wood, Muriel Wood, Pat Lenane, Mimi Lenane, Jim Ketels, Mary Ketels, Peter Buschmann, Jill Buschmann, Larry Lehman, Vicky Lehman

35-88-5

The attached agreement has been amended on the 29th day of August, 2008, by and between majority votes of the present owners of the 15 lots in Turtle Creek Heights Addition to Delaware County, Iowa.

Signed and documented on this day:

Terri Jo Erickson

NOTARIAL SEAL IOWA
JILL E. PHILLIPS
Commission# 715528
My Comm. Expires 3/13/11

Terri Jo Erickson, Association President
Turtle Creek Heights Addition

STATE OF IOWA Linn COUNTY, SS:

On this 9 day of Sept., 2008 before me the undersigned a notary public in and for the State of Iowa personally appeared Terri Jo Erickson to me known to be the person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Jill E. Phillips, Notary Public in and for said State.

TURTLE CREEK HEIGHTS ASSOCIATION AGREEMENT

WHEREAS, the parties are the owners of the legal or equitable title of all of the lots shown on the attached plat dated 29 November 1999, and filed on 7 July 2000 in Book 2000, Page 2070, known as the Turtle Creek Heights Addition, Turtle Creek Heights Second Addition and Parcels H, M, and N as shown,

WHEREAS, the parties desire to enter into an expanded agreement governing road maintenance and repair, snow removal, garbage storage and removal, or other charges not included in the foregoing, and special assessments for such capital improvements as may be necessary,

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. By acceptance of the conveyance of any lot in the said subdivision(s) every person or entity who is a record owner of any lot in said subdivision(s) shall become a member of the association formed by the property owners in said subdivision(s) for the purpose of regulation thereof and providing necessary or desirable services thereto. By acceptance of such conveyance, the Grantee hereby agrees on behalf of himself and his successors to pay to such association any fair and reasonable annual assessments or charges for (a) road maintenance and repair and snow removal; (b) garbage storage and removal; (c) special assessments for such capital improvements as may be necessary and; (d) any other expenses not included in the foregoing that may come up from time to time. The annual and special assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Both the annual and special assessments shall be equitably spread among the owner of the various lots and property in said subdivision(s). Any assessments which are not paid when due shall become delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate permitted by the laws of the State of Iowa, and the association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. Interest costs and reasonable attorney fees of any such action shall be added to the amount of such assessment. The lien of any assessment provided for herein shall be subordinate to the lien of any prior recorded mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien. Sellers agree to grant a public easement over all roads necessary to obtain access to said property.

2. Owners of the said lots or property in the Turtle Creek Height Addition will meet at least once a year to discuss and consider, at a minimum, the financial condition of the Association, road maintenance and repair needs, snow removal status and requirements, garbage storage and removal needs, any special capital improvement requirements, and the annual assessment requirements for the year. The Association will have a volunteer President and Secretary/Treasurer that will provide ongoing leadership and administrative support to these meetings and the Association. The annual assessment for road maintenance and repair and snow removal will be reviewed and assessed every year. Each owner is responsible to pay only one road maintenance and snow removal assessment per year regardless of the number of lots owned, and whether or not the property is improved or unimproved. The garbage storage and removal

assessment will also be reviewed and assessed each year. All full time owners/residences will pay a yearly assessment for garbage storage and removal twice that of the part time owners of developed lots. Those owners with undeveloped lots will pay no garbage storage and removal assessments. Road maintenance and repair assessments are due on 1 October of each year and garbage removal and storage assessments are due on 1 July of each year. All assessments per owner may be changed by a majority vote of the owners after having received at least a 14 day written or internet notice of the proposed meeting date and actions under review. A proxy will be provided to convey the owners vote if they so chose to grant such a proxy in their absence.

3. If during any time of the year the annual assessment is insufficient to cover the road maintenance and repair, snow removal, or garbage storage and removal necessary for that year, the President shall call a special meeting of the owners by giving at least a 14 day written or internet 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 actions are required and the additional assessments necessary to cover those actions. The owners shall be entitled to one vote regardless of the number of lots owned by such owner or their family. All required actions and assessment changes can be made by a majority vote of the owners.

4. The owners shall be responsible to return the access 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.

5. So long as an owner participates in the expenses of maintenance, and improvements and other surfacing of the road as hereinabove set forth, said property owner shall have the right to use any road maintained by said association for purposes of access to his or her property. In the event that said owner does not participate in said expenses, said property owners association shall have the right to deny the property owner the right of usage.

6. If the parties hereto, or either of them, or their heirs or assigns shall violate or attempt to violate this agreement or amendments thereto, it shall be lawful for any other person or persons owning any other lots in said Subdivision(s) to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate any portion of the agreement and either prevent them or him from doing or to recover damages or other dues for such violation.

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 of all the owners by giving at least a 14 day written or internet notice of the proposed meeting date, proposed actions, and upon filing written document either amending or terminating this agreement. A proxy will be provided to convey the owners vote if they so chose to grant such a proxy in their absence.

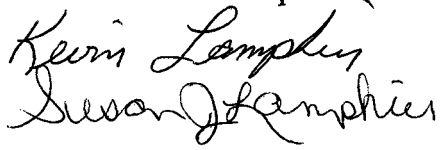
Signatures of the association members: See Next Page

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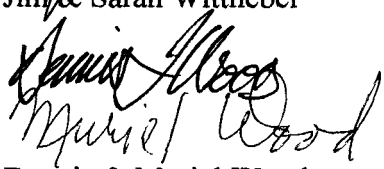
Larry & Terri Jo Erickson



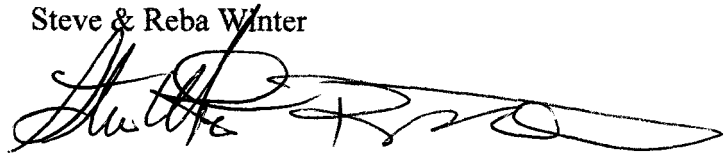
Kevin & Susan Lamphier



Jim & Sarah Wittnebel

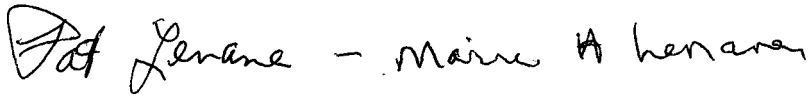


Steve & Reba Winter



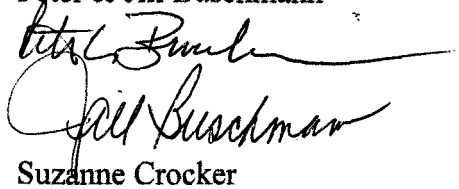
Dennis & Muriel Wood

Pat & Mimi Lenane



Jim & Mary Ketels

Peter & Jill Buschmann



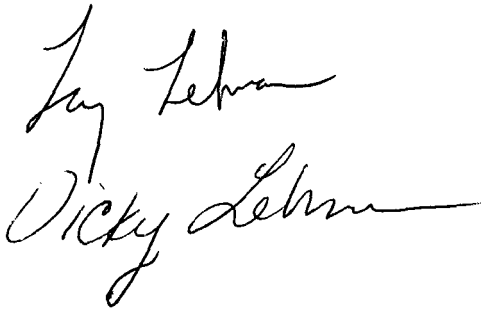
Rich & Teresa Keenan

Suzanne Crocker

Craig & Laddie Kerns

Glenn & Kim Wolfe

Larry & Vicky Lehman

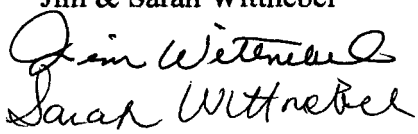


Signatures of the Association members:

Larry & Terri Jo Erickson

Kevin & Susan Lamphier

Jim & Sarah Wittnebel



Steve & Reba Winter

Dennis & Muriel Wood

Pat & Mimi Lenane

Jim & Mary Ketels

Peter & Jill Buschmann

Rich & Teresa Keenan

Suzanne Crocker

Craig & Laddie Kerns

Glenn & Kim Wolfe

Larry & Vicky Lehman

Signatures of the Association members:

Larry & Terri Jo Erickson

Kevin & Susan Lamphier

Jim & Sarah Wittnebel

Steve & Reba Winter

Dennis & Muriel Wood

Pat & Mimi Lenane

Jim & Mary Ketels

Jim Ketels
Mary Ketels

Peter & Jill Buschmann

Rich & Teresa Keenan

Suzanne Crocker

Craig & Laddie Kerns

Glenn & Kim Wolfe

Larry & Vicky Lehman

STATE OF IOWA, Linn COUNTY, SS:

On this 23 day of June, 2008 before me the undersigned a notary public in and for the State of Iowa personally appeared Jim Wittnebel, 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.

BONNIE KAY COOK MY COMMISSION EXPIRES 9/17/2010 NOTARIAL SEAL - STATE OF IOWA COMMISSION NO. 712619

Bonnie Kay Cook, Notary Public in and for said State.

STATE OF IOWA, Linn COUNTY, SS:

On this 23 day of June, 2008 before me the undersigned a notary public in and for the State of Iowa personally appeared Sarah Wittnebel, 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.

BONNIE KAY COOK MY COMMISSION EXPIRES 9/17/2010 NOTARIAL SEAL - STATE OF IOWA COMMISSION NO. 712619

Bonnie Kay Cook, Notary Public in and for said State.

STATE OF IOWA, _____ COUNTY, SS:

On this _____ day of _____, 2008 before me the undersigned a notary public in and for the State of Iowa personally appeared _____, 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 _____, 2008 before me the undersigned a notary public in and for the State of Iowa personally appeared _____, 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, Delaware COUNTY, SS:

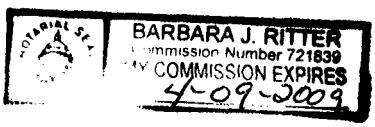
On this 24th day of May, 2008 before me the undersigned a notary public in and for the State of Iowa personally appeared Pat & Marie Lenane, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Barbara J Ritter, Notary Public in and for said State.

STATE OF IOWA, Linn COUNTY, SS:

On this 24th day of May, 2008 before me the undersigned a notary public in and for the State of Iowa personally appeared Steve Winter & Reba Winter, 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.



Barbara J Ritter, Notary Public in and for said State.

STATE OF IOWA, Delaware COUNTY, SS:

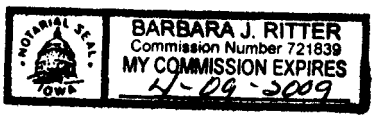
On this 24th day of May, 2008 before me the undersigned a notary public in and for the State of Iowa personally appeared Peter Buschman & Jill Buschman to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Barbara J Ritter, Notary Public in and for said State.

STATE OF IOWA, Linn COUNTY, SS:

On this 24th day of May, 2008 before me the undersigned a notary public in and for the State of Iowa personally appeared Larry & Vicky Lehman, 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.



Barbara J Ritter, Notary Public in and for said State.

STATE OF IOWA, _____ COUNTY, SS:

On this 24th day of May, 2008 before me the undersigned a notary public in and for the State of Iowa personally appeared Mary Kotels, _____ 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, Linn COUNTY, SS:

On this 24th day of May, 2008 before me the undersigned a notary public in and for the State of Iowa personally appeared Larry & Terri Jo Erickson, _____ 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.

BARBARA J. RITTER
Commission Number 721839
MY COMMISSION EXPIRES
4-09-2009

Barbara J Ritter, Notary Public in and for said State.

STATE OF IOWA, Delaware COUNTY, SS:

On this 24th day of May, 2008 before me the undersigned a notary public in and for the State of Iowa personally appeared Kevin & Susan Lamphier, _____ 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.

BARBARA J. RITTER
Commission Number 721839
MY COMMISSION EXPIRES
4-09-2009

Barbara J Ritter, Notary Public in and for said State.

STATE OF IOWA, Delaware COUNTY, SS:

On this 25th day of May, 2008 before me the undersigned a notary public in and for the State of Iowa personally appeared Dennis Wood & Muriel Wood, _____ 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.

BARBARA J. RITTER
Commission Number 721839
MY COMMISSION EXPIRES
4-09-2009

Barbara J Ritter, Notary Public in and for said State.

STATE OF IOWA, Black Hawk COUNTY, SS:

On this 5 day of June 2008 before me the undersigned a notary public in and for the State of Iowa personally appeared Jim Ketels and Mary Ketels, 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 D Nagle, Notary Public in and for said State.

STATE OF IOWA, _____ COUNTY, SS:

On this _____ day of _____, 2008 before me the undersigned a notary public in and for the State of Iowa personally appeared _____, 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 _____, 2008 before me the undersigned a notary public in and for the State of Iowa personally appeared _____, 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 _____, 2008 before me the undersigned a notary public in and for the State of Iowa personally appeared _____, 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.