

DECLARATION OF RESTRICTIONS FOR MYSTIC MEADOWS

This Declaration is made this 11th day of November, 1991 by **MYSTIC PROPERTIES**, hereinafter called "Developer".

ARTICLE 1

STATEMENT OF INTENT

Developer owns the real estate Commonly known as **MYSTIC MEADOWS** in Mills County, Iowa, as more specifically identified in the Addendum to this Declaration. Developer desires to provide for the preservation of values in the development of said facilities, and therefore, desires to subject said real estate to covenants, restrictions, easements, charges, and liens hereinafter set forth which are for the benefit of said property. In connection with the maintenance of certain portions of said real estate, it is the intent and desire of the developer to have full power and force to enforce such restrictions until such time as all the lots in the development are sold at which time lot holders shall form either a committee or an association to enforce the rules and regulations and to collect and disburse assessments and charges. Each lot owner shall have one vote in regards to setting up the committee or association.

ARTICLE 2

DEFINITIONS

For the purpose of these Restrictions, the following words shall be defined as follows:

- (1) "The Properties" shall mean and refer to all such existing properties as are subject to this Declaration and any addition to the residential community known as **Mystic Meadows** which Developer may in its discretion make subject to this Declaration as hereinafter set forth.
- (2) "Lot" shall mean and refer to any separately-owned parcels may be shown by any recorded subdivision plat of the Properties. Where the context indicates or requires, the term "Lot" includes any structure on the Lot.
- (3) "Residence" shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.
- (4) "Lotowner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated on the Properties. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation, unless such person or entity has acquired title pursuant to foreclosure or upon proceeding instead of foreclosure. Lotowner shall include developer.
- (5) "Developer" shall mean and refer to **MYSTIC PROPERTIES**, its successors and assigns.
- (6) "Front Property Line" shall mean the property line of any lot abutting the right-of-way of any street.
- (7) "Outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.
- (8) "Exterior Structure" means any structure erected or maintained on a Lot other than the main residential structure or any structural component thereof; including but not limited to any deck, gazebo, greenhouse, doghouse or other animal shelter or run, outbuilding, fence, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis

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court, swimming pool, hot tub, basketball goal, swing set, trampoline, sand box, playhouse, treehouse, or other recreational or play structure.

ARTICLE 3

Section 1

Use of Land. None of the lots may be improved, used or occupied for other than single-family private residential purposes, and no duplex, flat or apartment house although intended for residential purposes, may be erected thereon. No residential building which has previously been at another location shall be moved onto the Lot until the plans and specifications have been submitted to the Developer and the Developer has approved the plans and specifications in writing. No trailer, outbuilding or exterior structure erected on any Lot shall at any time be used for human habitation, temporarily or permanently, nor shall any residence of temporary character be erected on any such Lots or used for human habitation; provided, however, that nothing herein shall prevent the Developer from erecting temporary buildings or any residence for model, office, sales or storage purposes during the development of the Properties. Trees must be approved by the developer and not be built to obscure the visibility of any property owner.

Section 2

Setback Lines. The Developer shall establish the setback lines including front, rear and side lines on each lot prior to construction. The front, rear and side setback lines shall be in accordance with the Mills County, Iowa Zoning Ordinance for Mills County, Iowa as the same is now enforced or may hereafter be amended. Each Lot in the development can have different setback lines as they are determined by the developer.

Section 3

Dwelling Size. Any residence one story in height erected on any said Lots shall contain a minimum of twelve hundred (1200) square feet of enclosed floor area; any split level residence shall contain a minimum of fifteen hundred (1500) square feet of enclosed area of which at least eight hundred (800) square feet shall be on the first floor. Any two story residence must contain a minimum of 1800 total square feet. The word "enclosed floor area" as used in this Section 3 shall include in all cases areas on the first and second floor of the residence enclosed and finished for all-year occupancy computed on outside measurement of the residence, and shall not include any area in any basement, garage, porch or attic finished or unfinished. No residence erected on any of said Lots shall be more than two stories in height, unless consented to in writing by Developer.

Section 4

Approval of Plans and Post-Construction Changes.

a. No Residence or Exterior Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, exterior color scheme, materials, location, elevation, grade and landscaping thereof have been submitted to and approved in writing by the Developer or, in the case of delegation of such approval power by Developer as provided herein, the Board of Directors of the Homes Association. Nor shall any Change or alteration in such building plans, specifications, exterior color scheme, materials, location, elevation, grade and landscaping thereof be made until such change or alteration has been submitted to and approved in writing by Developer. Permanent grass or alfalfa can be planted from the rear Lot line to within 100 feet of the house. The grass shall consist of brome, bluegrass or fescue. The Lot owner can construct an outbuilding which cannot exceed sixty (60) by one hundred (120)

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feet but such plans for the outbuildings and the location and placement of the outbuildings must be first referred to the Developer for their written approval.

b. Architectural Control in the properties, including the power of approval as set forth in subsections (a) and (b) of this section 4, shall be solely the function of the Developer. Developer may, at its option delegate all or any part of the function of architectural control to the committee or association set up by the Lot owners. Any such delegation by developer of all or part of its architectural control function to the committee or association set up by the Lot owners shall not be effective unless done in writing and signed by a person authorized to act on behalf of the Developer.

Section 5.

Building Material Requirements. Exterior walls of all buildings, structures and appurtenances thereto shall be made of brick, stone, stucco, wood shingles, wood siding, wood paneling, glass blocks, or any combination thereof or any other materials that are submitted to the Developer for approval before installation. Windows, doors and louvers shall be made of wood, fiberglass or metal and glass. Roofs shall be covered with wood shingles, wood shakes, Composition shingles, asphalt shingles, slate or tile. Exteriors, except roofs and shake sidewalls, shall be covered with no less than two coats of good paint or stain. No building will be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in damaged condition longer than three (3) months.

Section 6.

Buildings or Uses Other Than For Residential Purposes; Noxious Activities; Miscellaneous.

a. Except as otherwise provided in Article III, Section 1 above, no Residence or Exterior Structure shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot, provided, however that this restriction shall not prevent a Lotowner from maintaining an office. Developer reserves the right to approve buildings for craftsman or trades.

b. No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area, or be permitted to accumulate or remain on any Lot except such compost facilities as may be approved by Developer in writing, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood, including but not limited to mechanical work on automotive or other equipment of any kind. Each Lotowner shall properly maintain his Lot in a neat, clean and orderly fashion. All Residences and Exterior Structures shall be kept and maintained in good condition and repair at all times. Developer retains the right to keep and maintain such materials and equipment as it deems reasonably necessary to further development of this and any adjacent property owned by Developer.

c. No more than one vehicle including but not limited to trailers, buses, campers, motor homes, recreational vehicles, boats, vehicles or any similar apparatus shall be parked, maintained or stored on any Lot for more than a 24-hour period. All other said vehicles shall be parked, maintained and stored inside the residence or other outbuilding and shall not be

parked on the street. It is the intent of the parties hereto that all automobiles shall be kept in an enclosed garage whenever possible.

d. No television, radio, citizens' band, short wave or other antenna, solar panel, windmill, winddriven electrical generating system, sun energy systems, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or erected in any yard. Any satellite dish placement shall be approved in writing by Developer or its designee. Should any part or all of the restriction set forth in the preceding sentence be held by a court of competent jurisdiction to be unenforceable because it violates the First Amendment or any other provision of the United States Constitution, or for any other reason, the Developer or its designee shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the neighborhood and any such rules and regulations shall be binding upon all of the Lots. No lights or other illumination shall be higher than the residence.

e. No mailbox or standard therefor shall be erected or installed without prior approval of style, material, construction, and location being granted by the Developer or its designee.

f. All public utilities shall be underground.

g. In the event of vandalism, fire, windstorm or other damage, no residence or exterior structure shall be permitted to remain in damaged condition for longer than three (3) months.

h. Each Lot shall be allowed two (2) Dogs, but the Dogs shall be confined to their owner's Lot. No Dog shall be allowed to run at large. Each Lot shall be allowed to have two (2) Cats.

i. No greenhouses may be constructed or maintained on any of the Lots hereby restricted, without prior consent in writing by Developer.

Section 7.

Exterior Structures.

a. No Exterior Structure including but not limited to any outbuildings shall be erected upon, moved onto or maintained upon any Lot except (i) with and pursuant to the advance written approval of the Developer or its designee, and (ii) in compliance with the additional specific restrictions set forth in subsections (b) through (g) of this Section 7; provided, however, that the approval of the Developer or its designee shall not be required for any deck, gazebo or similar Exterior Structure that has been specifically approved by the Developer as part of the residential construction plans approved by the Developer and has been built in accordance with such approved plans.

b. All residential fences and privacy screens shall be constructed with the finished side out.

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Section 8.

Animals.

One (1) horse per two (2) acres is allowed. No other animal of any kind shall be raised, bred or kept on any Lot except for two (2) dogs and two (2) cats, as long as they are in compliance with the Mills County, Iowa Zoning Ordinance as the same is now enforced or may hereafter be amended. Under no circumstances are any poultry including but not limited to chickens, ducks, geese or turkeys, to be raised, bred or kept on any Lot and no pet pig is allowed on any Lot. Exceptions may be made, but must be approved by Developer.

Section 9.

Driveways. All driveways to the garage must be improved with hard surface concrete, consisting of a minimum of four (4) inches of reinforced concrete extending a minimum of 24 feet from garage entrance.

Section 10.

Signs. No sign, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of said Lots without the consent, in writing, of Developer; provided, however, that permission is hereby granted for erection and maintenance of not more than one advertising board on each Lot or tract as sold and conveyed, which advertising board shall not be more than seven (7) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the lot or tract upon which it is erected.

Section 11.

Landscaping and Lawns. Prior to occupancy, and in all events within five (5) months after commencement of construction, all front and back lawns, including all areas between each Residence and any adjacent street, regardless of the distance and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully seeded and shall remain fully seeded at all times thereafter; provided, however, that a Lot owner may leave a portion of the Lot as a natural area with the express written permission of the Developer. All vegetable gardens shall be located in the back yard. The Owner of each Lot shall keep the lawn uniformly mowed and clipped and shall properly maintain and replace all trees and landscaping. Noxious weeds and plant shall be kept seasonably mowed and dead or unsightly growth shall be removed from all improved Lots.

Section 12.

Easements for Public Utilities; Drainage; Maintenance. The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give or grant right-of-ways or easements and rights-of-way shown on the recorded plat of the Properties. All utility easements and rights-of-way shall inure to the benefit of all Lotowners in the Properties as a cross-easement for utility line and service maintenance.

The Developer shall have and does hereby reserve for itself, its successors and assigns and the Homes Association and its successors and assigns, an easement over and through all unimproved portions of each Lot in the properties for the purpose of performing the duties of the Developer.

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Section 13.

Landscape Easement. All portions of the Properties reserved, set aside or granted as a landscape easement or license, as indicated by mark, symbols or legend on any plat of land contained within the properties and filed with the Office of the Register of Deeds of Mills County, Iowa, shall be interpreted as the grant by Developer of any easement or license on, over and across any land as indicated to the Home Association the right to enter upon, over and across any land on which such an easement or license is granted, for the purpose of improving, maintaining, landscaping, designing and otherwise controlling the design and appearance of any area so indicated.

Section 14.

The Developer does hereby set out a restriction which would apply to any Lotowner that the Lotowner cannot move any dirt within fifty (50) feet from the rear Lot line of any Lot without the written permission of the Developer. This permission to change or modify this restriction shall remain with the Developer and is personal to the Developer and will not be transferred to an association in the event that such an association is formed.

MYSTIC PROPERTIES

By Frank Moran

STATE OF IOWA)
) SS.
MILLS COUNTY)

BE IT REMEMBER, that on this 11th day of November, 1996, came FRANK MORAN who is personally known to me to be the same person who executed the within instrument of writing on behalf of **Mystic Properties** and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Robert C. Heathoff
Notary Public
ROBERT C. HEATHOFF

My Commission Expires:
7-1-97

WWW.ONLINEATTITLE.COM

CONSENT

The following named persons and corporations do hereby agree to all of the terms and conditions of the Declaration of Restrictions for Mystic Meadows Subdivision I in Mills County, Iowa and by the execution of this consent to the Declaration do hereby agree that the restrictions shall be fully binding and controlling on their ownership in Mystic Meadows Subdivision I.

David C. Onkka
DAVID C. ONKKA

Helene L. Onkka
HELENE L. ONKKA

MORAN ENTERPRISES, INC.

By Craig Moran
President

By Frank Moran
Secretary

CAPITAL EXPRESS, INC.

By Mark C. Hoff
President

By Debra M. Hoff
Secretary

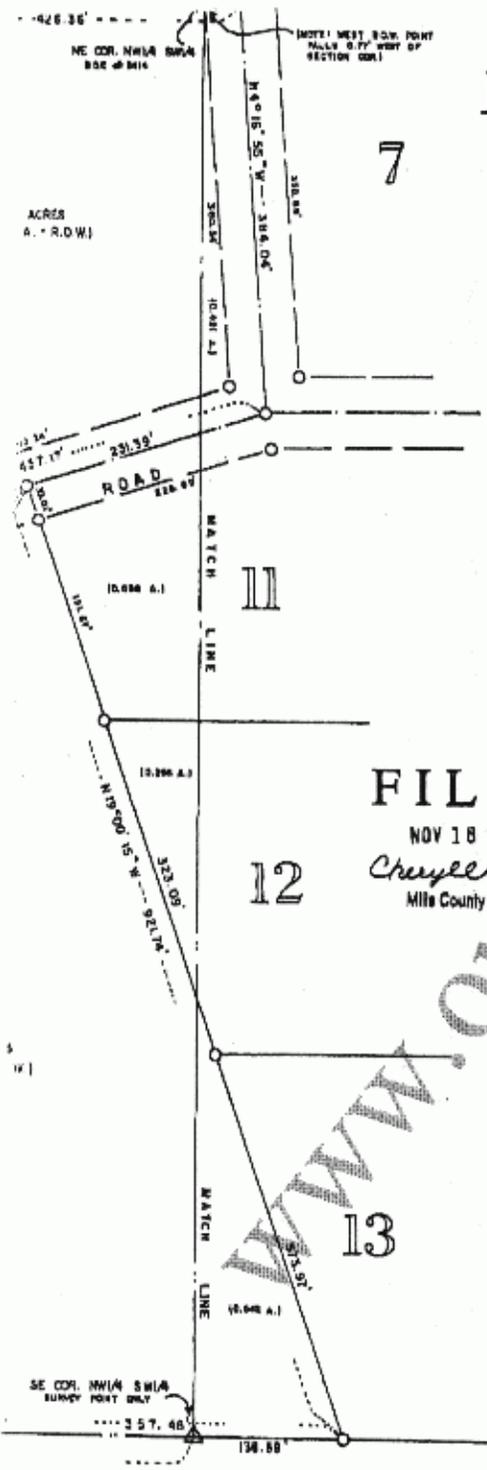
WWW.ONKKAHATFIELD.COM

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FINAL PLAT: Mystic Meadows Subdivision I

MYSTIC MEADOWS SUBDIVISION I LEGAL DESCRIPTION:

THE N 1/2 SW 1/4 OF SECTION 17 T73N R42W OF THE 5TH P.M., MILLS COUNTY, IOWA; EXCEPT THE WEST 270 FEET OF THE NORTH 806 FEET IN SAID N 1/2 SW 1/4; DESCRIBED AS FOLLOWS:
COMMENCING AT THE N 1/2 CORNER OF SAID SECTION 17, THENCE ALONG THE NORTH LINE OF THE SW 1/4 S89°54'56"E 270.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID LINE S89°54'56"E 2366.16 FEET TO THE CENTER OF SAID SECTION 17, THENCE ALONG THE EAST LINE OF THE SW 1/4 S0°05'34"E 1325.45 FEET TO THE SOUTHEAST CORNER OF THE N 1/2 SW 1/4, THENCE ALONG THE SOUTH LINE N 1/4 SW 1/4 N88°52'21"W 662.80 FEET TO THE SOUTHWEST CORNER OF THE N 1/2 SW 1/4, THENCE ALONG THE WEST LINE OF THE SW 1/4 N0°09'31"W 518.04 FEET, THENCE ALONG THE SOUTH LINE OF AN EXCEPTION PARCEL S89°54'56"E 270.00 FEET, THENCE ALONG THE EAST LINE OF AN EXCEPTION PARCEL N0°06'31"W 806.00 FEET TO THE POINT OF BEGINNING, SAID TOTAL "MYSTIC MEADOWS SUBDIVISION I" CONTAINS 75.224 ACRES INCLUDING COUNTY ROAD R.D.W. WHICH CONTAINS 0.476 ACRES; SAID SUBDIVISION CONTAINS FOURTEEN (14) NUMBERED LOTS AS SHOWN ON PLAT.



FILED
NOV 18 1996
Chryell Reed
Mills County Auditor



18 NOV 1996
Chryell Reed

- LEGEND**
- PIN FOUND - B&C #544
 - PIN SET, 5/8" x 18" REBAR W/CAP #544
 - ▲ SECTION CORNER FOUND

OWNERS: DAVID C. ONKKA & HELEN L. ONKKA,
MORAN ENTERPRISES, INC. (BY FRANK MORAN),
CAPITAL EXPRESS, INC. (BY MONTE D'HARA)
18322 MYSTIC LANE
HONEY CREEK, IA 51542

LAND SURVEYOR'S CERTIFICATE:
I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.
Kenneth Lee Dukes NOVEMBER 8, 1996
KENNETH LEE DUKES, L.S., REG. 45611 DATE
My registration renewal date is December 31, 1997.

MILLS COUNTY WILL PROVIDE NO MAINTENANCE, REPAIR OR INSTRUCTION ON PRIVATE ROADS OR STREETS. IT IS STOOD THAT PRIVATE ROADS AND STREETS SHALL FOREVER BE AND MAINTAINED BY PROPERTY OWNERS.

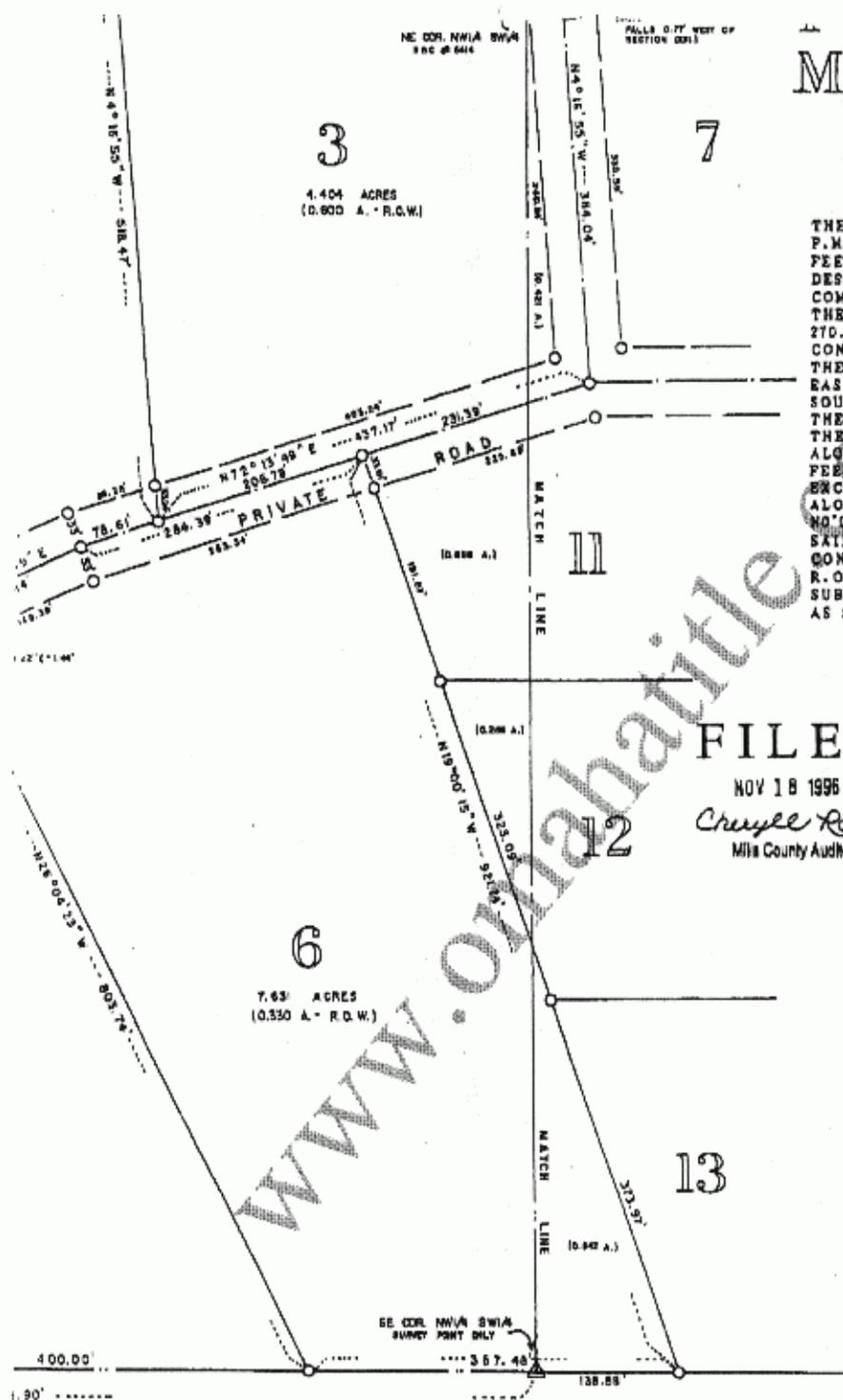
A 10' PERPETUAL UTILITY EASEMENT IS LAYED OVER AND ACROSS THE FRONTAGE OF LOT ABUTTING THE PRIVATE ROAD TENT.

BUILDING SET-BACK LINES:
FRONT YARD = 90' (FROM CENTERLINE OF ROAD)
SIDE YARD = 30'
REAR YARD = 25'

KENNY'S SURVEYING 3611 7TH AVENUE COUNCIL BLUFFS, IA PHONE (712) 323-3221		
MYSTIC MEADOWS SUBDIVISION I FINAL PLAT		
SCALE: 1" = 100'	REVISED 11/8/96 PER COUNTY REQUESTS.	DRAWN BY VHS
DATE: 9-3-96		REVISED 9-27-96
DAVID & HELEN ONKKA, MORAN ENTERPRISES, CAPITAL EXPRESS 18322 MYSTIC LANE, HONEY CREEK, IA 51542		
BOOK 163	PAGE 1 OF 2	DRAWING NUMBER E86-459A

Shirley D. Dukes

1741 D 119A



Mystic Meadow Subdivision

MYSTIC MEADOWS SUBDIVISION LEGAL DESCRIPTION:

THE $\frac{1}{2}$ SW $\frac{1}{4}$ OF SECTION 17 T13N R. P.M., MILLS COUNTY, IOWA; EXCEPT FEET OF THE NORTH 806 FEET IN DESCRIBED AS FOLLOWS:
 COMMENCING AT THE $\frac{1}{2}$ CORNER OF 3 THENCE ALONG THE NORTH LINE OF THE 270.00 FEET TO THE POINT OF BEGINNING CONTINUE ALONG SAID LINE S89°54'56"E THE CENTER OF SAID SECTION 17, THE EAST LINE OF THE SW $\frac{1}{4}$ 50°05'34"E 1325. SOUTHEAST CORNER OF THE $\frac{1}{2}$ SW $\frac{1}{4}$, THE SOUTH LINE $\frac{1}{2}$ SW $\frac{1}{4}$ N89°53'21"W THE SOUTHWEST CORNER OF THE N ALONG THE WEST LINE OF THE SW $\frac{1}{4}$ FEET, THENCE ALONG THE SOUTH EXCEPTED PARCEL S89°54'56"E 270.00 ALONG THE EAST LINE OF AN EXC NO. 08'31"W 806.00 FEET TO THE POINT SAID TOTAL "MYSTIC MEADOWS" CONTAINS 73.224 ACRES INCLUDING R.O.W. WHICH CONTAINS 0.476 SUBDIVISION CONTAINS FOURTEEN (14) AS SHOWN ON PLAT.

FILED
 NOV 18 1996
Chrylle Rose
 Mills County Auditor



- LEGEND**
- PIN FOUND - 5/8" x 3/4"
 - PIN SET, 5/8" x 18" REBAR W/
 - ▲ SECTION CORNER FOUND

OWNERS: DAVID C. ONKKA & HELEN MORAN ENTERPRISES, INC. (BY FRANK CAPITAL EXPRESS, INC. (BY MONTE 18322 MYSTIC LANE HONEY CREEK, IA 51542

LAND SURVEYOR
 I hereby certify that this land survey is direct personal supervision and that I am a duly licensed land surveyor of the State of Iowa.
Kenneth Lee Dukes
 KENNETH LEE DUKES, L.S. REG. 45414
 My registration renewal date is December 31, 1997.

NOTE: MILLS COUNTY WILL PROVIDE NO MAINTENANCE, REPAIR OR CONSTRUCTION ON PRIVATE ROADS OR STREETS. IT IS UNDERSTOOD THAT PRIVATE ROADS AND STREETS SHALL FOREVER BE OWNED AND MAINTAINED BY PROPERTY OWNERS.

NOTE: A 10' PERPETUAL UTILITY EASEMENT IS RESERVED OVER AND ACROSS THE FRONTAGE OF EACH LOT ABUTTING THE PRIVATE ROAD EASEMENT.

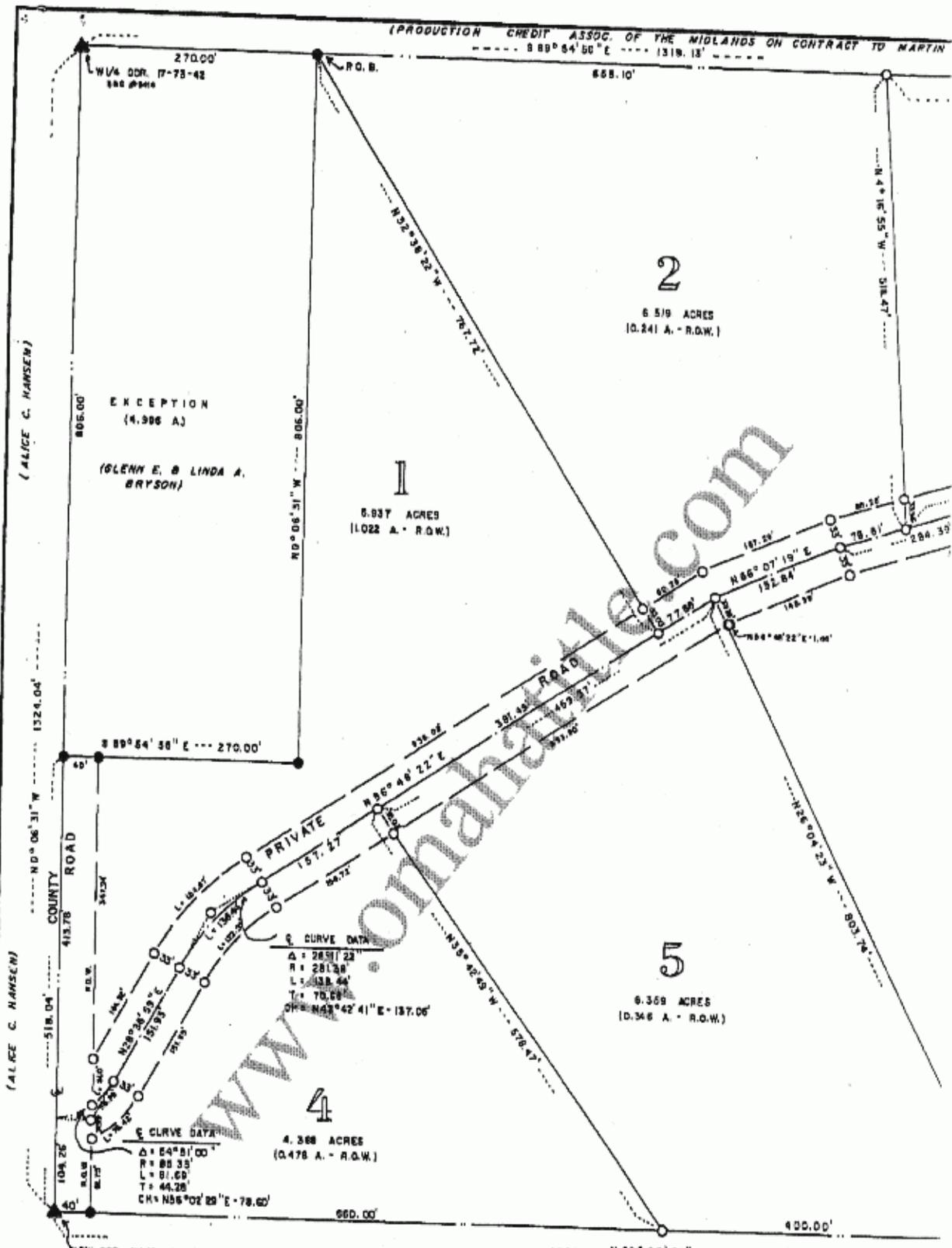
NOTE: BUILDING SET-BACK LINES:
 FRONT YARD = 90' (FROM CENTERLINE OF ROAD)
 SIDE YARD = 10'
 REAR YARD = 25'

11/18/1996 9:30AM
 COUNTY RECORDER
 DASENER
 DEPUTY V. McNeil
 100 pd
 a. Treas. Cert.
 Cov., etc.
 Pg 120-148

 KENNY'S S	
3611 7TH COUNCIL BL. PHONE 17121	
MYSTIC MEADOWS FINAL	
SCALE: 1" = 100'	REVISED 11/8/96
DATE: 9-3-96	REQUES
DAVID & HELEN ONKKA, MOR 18322 MYSTIC LANE, HONE	
BOOK 153	PAGE 1

1 copy to Ord, Comm, District, Washburn *Clas*

(PRODUCTION CREDIT ASSOC. OF THE MIDLANDS ON CONTRACT TO MARTIN
----- 8 89° 54' 50" E ----- 1318.13' -----



(ALICE C. HANSEN)

(ALICE C. HANSEN)

ATTEST:
Cheryll Ross 11-18-96
 HILLS COUNTY AUDITOR, CHERYLL ROSS DATE

HILLS COUNTY ENGINEER
Stephen W. DeVries 11-18-96
 APPROVED BY STEPHEN W. DEVRIES P.E. DATE

HILLS COUNTY BOARD OF SUPERVISORS
Kenton F. Rosenfeldt 11-18-96
 APPROVED BY CHAIRMAN KENTON F. ROSENFELDT DATE

(PAUL & BARBARA LESLIE SPECK)
 # 5263

FILED Nov 18, 1996 9:30 AM
 RECORDED 18 BY A 96 216
 HILLS COUNTY RECORDER
 ROBERTA DASHNER
 DEPUTY V. McCall

Indexed
 Recorded
 Hills Co

FEES \$155.00
 RGS \$1.25 pd

Atty. O., Reso, Treas. Cert.
 Ded. Dec. Con. etc.

**Indexed
Recorded
Mills Co**

Resolution No. 96-75
RESOLUTION APPROVING FINAL PLAT
of
MYSTIC MEADOWS SUBDIVISION I
Section 17, Twp 73N, Rng 42W, Mills County, Iowa

WHEREAS, David C Onkka, Helen L. Onkka, Moran Enterprises, Inc. (by Frank Moran), and Capital Express, Inc. (by Monte O'Hara) have presented a Final Plat of the proposed Mystic Meadows Subdivision I for acceptance and approval by Mills County, and,

WHEREAS, said Final Plat conforms with the requirements of the Mills County Subdivision Ordinance, and,

WHEREAS, the developers have submitted documents that fulfill the requirements of Sections 354.08 and 354.11 of the Code of Iowa,

NOW THEREFORE, BE IT RESOLVED THAT

1. The Mills County Board of Supervisors hereby accepts and approves Mystic Meadows Subdivision I as an official subdivision of Mills County, Iowa.
2. The developers are directed to record the Plat and supporting documents with the County Recorder and County Auditor, and may commence the sale of lots to the general public thereafter.

Kenton F. Roenfeldt 11-18-96
Kenton F. Roenfeldt, Chair Date
Mills County Board of Supervisors

05263

FILED Nov. 18, 1996 9:30AM
RECORDED MILLS CO BK 222 PG 180-148
MILLS COUNTY RECORDER
ROBERTA DASHNER
or DEPUTY V. McClinton
FEE \$150.00
RMF \$ 1.00 rpd.

Attest:

Cheryl Rose 11-18-96
Cheryl Rose, Mills County Auditor Date



Final Plat
Sub A S1 169A - 169B

222 / 120

MISCELLANEOUS RECORD BOOK 222 MILLS COUNTY, IOWA

STREET AGREEMENT

NOW on this 11th day of November, 1996, the following individuals and corporations being the record titleholders of all of the property and lots located in Mystic Meadows Subdivision I, which is located in Mills County, Iowa and is identified by the legal description attached, do hereby agree to establish a mutual obligation for street snow removal, street light repair and maintenance, erecting and maintaining road signs, obtaining and maintaining general liability insurance for the maintenance, upkeep and repair of the existing platted streets known as CERAMIC LANE AND CAMEL LANE, including any extensions of said streets that may be platted hereafter as follows:

1. That the streets platted, and any extensions hereafter of said streets, shall be used for the enjoyment and common use of the parties hereto and the parties purchasing lots in this subdivision, their heirs, successors or assigns. The streets are not intended for public use or dedicated for public purposes or to be subject to public or municipal control but are intended for private use and enjoyment and are and shall remain the sole and exclusive property of said owners, their heirs, successors or assigns and shall be controlled, improved, graded and maintained by the Mystic Meadows Subdivision I Road Association which will be set up at a later date under the following terms and conditions:

A. That the cost of any improvements or additions to the street or any maintenance to the street, or street rights, shall be on a per lot or residence basis, with each lot owner being assessed an equal share. However, the developer of the Subdivision shall be responsible for developing the streets platted, and any extensions thereafter of said streets, at the developer's expense, which lots shall be described as Lots 1 through 14 in Mystic Meadows Subdivision I in Mills County, Iowa, and will include Lots 1 and 2 in Mystic Meadows Subdivision II in Mills County, Iowa before any of said lots become part of the assessment to be established by the Mystic Meadows Subdivision I Road Association.

B. The members of the association shall be all persons who are owners of record of any building site, lot or residence in said subdivision. Persons who are purchasing under a contract or agreement of purchase shall be deemed the owners for membership and voting purposes. Such ownership or the purchasing under a

contract or agreement of purchases shall be the only qualifications for membership in this association.

C. That in the event that the County Board of Supervisors in Mills County, Iowa, or any other federal, state, county or locate entity should elect to maintain and assume liability for the platted streets subject to this Agreement, the Association has the right to sell, convey, or assign all right, title and interest to the platted streets.

2. When a building site is owned or being purchased by two (2) or more persons, the membership as to such lot shall be joint and the right of such membership, including the voting power arising therefrom, shall be exercised only by the joint action of all owners or purchasers of such lots.

3. Membership in this association shall lapse and terminate when any member shall cease to be the owner of record of a lot, or upon any member ceasing to be a purchaser thereof under a contract or agreement to purchase.

4. A lot for the purpose of this agreement shall be taken to be and mean a lot as defined in the restrictions and covenants covering the portion of said property in which the lot is located.

5. The voting power of the members of this association shall be limited to one (1) vote for each lot owned or under purchase contracts by such members.

6. That a non-profit corporation designated as Mystic Meadows Subdivision I Road Association shall be formed and that each lot owner shall pay each year an assessment determined by a four (4) member board elected by the lot owners of said subdivision, with no more than one board member per lot owner, the first board to be elected within thirty (30) days from the filing of this Agreement or at the time that all of the lots in said Subdivision are sold and owned by individuals in the Subdivision with staggered terms as determined at the first meeting.

7. That said board shall determine the annual assessment by a majority of three (3), and said assessments shall then be collected from each lot owner. That the yearly assessment cannot exceed \$240.00 per calendar year unless approved by a majority of the association members.

MISCELLANEOUS RECORD BOOK 222 MILLS COUNTY, IOWA

8. That this administrative board shall be elected at an annual meeting to be held on the third Sunday of September each year by written ballot and that each lot owner shall have one (1) vote in the election of said board.

9. That the failure of any lot owner to pay the yearly assessment shall be deemed to authorize the said board to file with the County Recorder in and for Mills County, at Glenwood, Iowa, a certified lien in the amount of said assessment and said filing shall automatically be deemed a lien upon said real estate in favor of said association, with the same force and effect as any other judgment or lien of public record.

10. By the acceptance of any deed or conveyance of any lot in the Subdivision, the grantee automatically agrees to uphold and comply with the foregoing agreement.

OWNERS IN MYSTIC MEADOWS SUBDIVISION I

David C. Onkka
DAVID C. ONKKA

Helene L. Onkka
HELENE L. ONKKA

MORAN ENTERPRISES, INC.

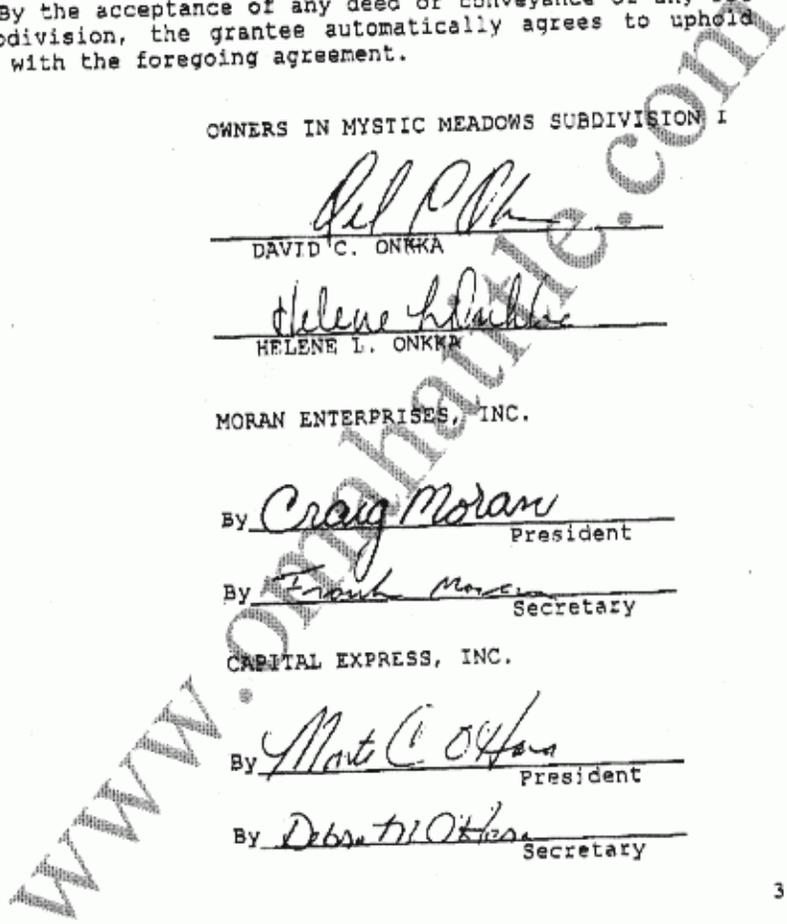
By Craig Moran
President

By Frank Moran
Secretary

CAPITAL EXPRESS, INC.

By Mart C. Offens
President

By Debra M. Offens
Secretary



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