

No. 53
Book 76
Page 12445

P L A T

Dated 14 January, 1976
Filed 14 January, 1976

SPENCERS MOUNTAIN SUBDIVISION
PROTECTIVE AND RESTRICTIVE COVENANTS

WHEREAS, the undersigned are the owners of the real estate hereinafter described and are desirous of subjecting the real property described to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest and any future owner thereof.

NOW THEREFORE, the undersigned hereby declares that the real property hereinafter described is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in Pottawattamie County, Iowa, and is more particularly described in the plat of Spencer's Mountain Subdivision, attached hereto and incorporated herein by reference.

NOTE:- Due to Re-platting procedures shown post, we omit further showing hereof. Abstracter.

No 66
Book 78
Page 25078

Spencer's Mountain, Inc., an Iowa
corporation, By Gail O. Frazier,
President, By Nancy M. Frazier,
Secretary

PLAT

Not Dated

Filed 20 June, 1978

to

The Public

PROPRIETOR'S STATEMENT

Spencer's Mountain, Inc., an Iowa corporation, hereby declares that it is the owner and proprietor of the following described real estate situated in Pottawattamie County, Iowa, to-wit:

Beginning at a point on the north line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 23, Township 77 North, Range 44 West of the 5th P.M., in Pottawattamie County, Iowa, located South 88° 39' 16" East assumed bearing 799.24 feet east of the northwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ and marked by a 10"x4" limestone; thence continuing along said north line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, South 88° 39' 16" East 513.56 feet; thence South 88° 49' 56" East 1,312.8 feet to the east line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$; thence along the east line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ South 0° 1' 22" West 1,251.05 feet; thence North 89° 04' 56" West 1,212.93 feet to a cemetery fence; thence North 0° 18' 53" East 267.88 feet; thence South 80° 11' 02" West 307.83 feet; thence South 15° 55' East 30.71 feet; thence South 50° 14' 18" West 305.91 feet; thence South 24° 2' 48" East 89.79 feet; thence South 89° 43' 34" West 129.59 feet; thence along the east line of Iowa highway 183 right-of-way North 15° 55' 0" West 224.75 feet; thence North 54° 21' 40" East 304.34 feet; thence North 15° 55' West 63.82 feet; thence North 88° 39' 16" West 20 feet; thence North 15° 55' West 113.37 feet; thence South 88° 39' 16" East 30 feet; thence North 15° 55' West 124.0 feet; thence South 88° 39' 16" East 90 feet; thence North 15° 55' West 690.0 feet to the point of beginning, containing an area of 48.400 acres.

and it has caused a plat of the subdivision thereof to be known as Spencer's Mountain Subdivision, a suburban subdivision in Pottawattamie County, Iowa, to be prepared by J. Z. Jizba, a registered land surveyor, such plat being shown opposite this statement.

As such owner and proprietor it hereby declares that the subdivision of such land as it appears on such plat is with its free consent and is in accordance with its desires. The streets shown on such plat are hereby dedicated to the public use. A perpetual easement is reserved over the rear ten feet and side five feet of each lot for utility installation and maintenance. Certain other reservations, restrictions and covenants are also made a part of this

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platting and are attached to the plat.

CONSENT TO PLATTING OF SPENCER'S MOUNTAIN SUBDIVISION

Heritage Federal Savings and Loan Association of Denison, formerly known as Home Federal Savings and Loan Association of Denison, Iowa, the mortgagee with respect to Lots 1 to 43 inclusive in Spencer's Mountain Subdivision under a real estate mortgage dated April 10, 1976 and filed for record in the office of the Pottawattamie County Recorder on April 16, 1976 (recorded in Book 76 at Page 16250), hereby consents to the platting of Spencer's Mountain Subdivision by Spencer's Mountain, Inc. The mortgage of said mortgagee does not cover streets or areas dedicated to Pottawattamie County within that subdivision.

(seal)

Heritage Federal Savings and Loan
Association of Denison (formerly
Home Federal Savings and Loan Associ-
ation of Denison, Iowa)

By

Its President

Attached is Title Opinion of Jack W. Peters, attorney at law which states that the fee simple title to the real estate described herein is in Spencer's Mountain, Inc., subject to:-

Real estate mortgage from Spencer's Mountain, Inc. to Home Federal Savings and Loan Association of Denison, Iowa (now Heritage Savings and Loan Association of Denison) recorded in Book 76, Page 16250.

Attached is copy of Minutes of Board of Supervisors of Pottawattamie County, Iowa dated March 23, 1978 as follows:-

Motion by Ryan, second by True, approving final plat for Spencer's Mountain Subdivision, Section 23, Township 77, Range 44. Rodenburg requested a roll call vote: Ayes: True, Gilman, Smith, Ryan

Nays: Rodenburg

Carried

Attest: Douglas D. Primmer,
Auditor

(signed) Donald L. Smith, Chairman

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Attached are Certificates dated 12 June, 1978 of Treasurer of (seal) Pottawattamie County, Iowa, that the following described real estate is free from taxes: and of Clerk of District Court (seal) that the following described real estate is free from all judgments, attachments, mechanic's or other liens as appear in the records of my office: and of Recorder of Pottawattamie County, Iowa that title in fee to the following described real estate is in Spencer's Mountain, Inc. subject only to the real estate mortgage covering Lots 1 to 43 inclusive in favor of Home Federal Savings and Loan Association of Denison, Iowa dated April 10, 1976 and recorded in Book 76, at Page 16250 for the following described real estate: (here follows the description used in the foregoing certificates) to wit:-

Beginning at a point on the north line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 23, Township 77 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa, located South 88° 39' 16" East assumed bearing 799.24 feet East of the Northwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ and marked by a 10" x 4" limestone; thence continuing along said North line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ South 88° 39' 16" East 513.56 feet; thence South 88° 49' 56" East 1,312.8 feet to the East line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$; thence along the East line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ South 0° 1' 22" West 1,251.05 feet; thence North 89° 04' 56" West 1,212.93 feet to a cemetery fence; thence North 0° 18' 53" East 267.88 feet; thence South 80° 11' 02" West 307.83 feet; thence South 15° 55' East 30.71 feet; thence South 50° 14' 18" West 305.91 feet; thence South 24° 2' 48" East 89.79 feet; thence South 89° 43' 34" West 129.59 feet; thence along the East line of Iowa Highway 183 right-of-way North 15° 55' 0" West 224.75 feet; thence North 54° 21' 40" East 304.34 feet; thence North 15° 55' West 63.82 feet; thence North 88° 39' 16" West 20 feet; thence North 15° 55' West 113.37 feet; thence South 88° 39' 16" East 30 feet; thence North 15° 55' West 124.0 feet; thence South 88° 39' 16" East 90 feet; thence North 15° 55' West 690.0 feet to the point of beginning.

Copy of the Plat shown post filed in Office of Auditor of Pottawattamie County, Iowa on 20 June, 1978 and your attention is directed to said Plat so recorded. Abstracter.

44,574 SQ. FT. 2.171 ACRES

40,602 SQ. FT. = 0.932 AC.



PLAT OF SPENCER'S MOUNTAIN SUBDIVISION IS HEREBY
PROVED BY POTTAWATTAMIE COUNTY BOARD AS FINAL PLAT

FILED 10 25 1977
POTAWATTAMIE COUNTY BOARD
PRELIMINARY
ATTEST

CHAIRMAN

110'

132'

113.37

280'

310'

280'

300'

37'

2510.2

183

15° 52' 41" N

35.77

15° 54' 21" N

www.onahatitle.com

THIS PLAT
APPROVED B
DATE: _____

P. 26, 68 - P. E. Index #2639

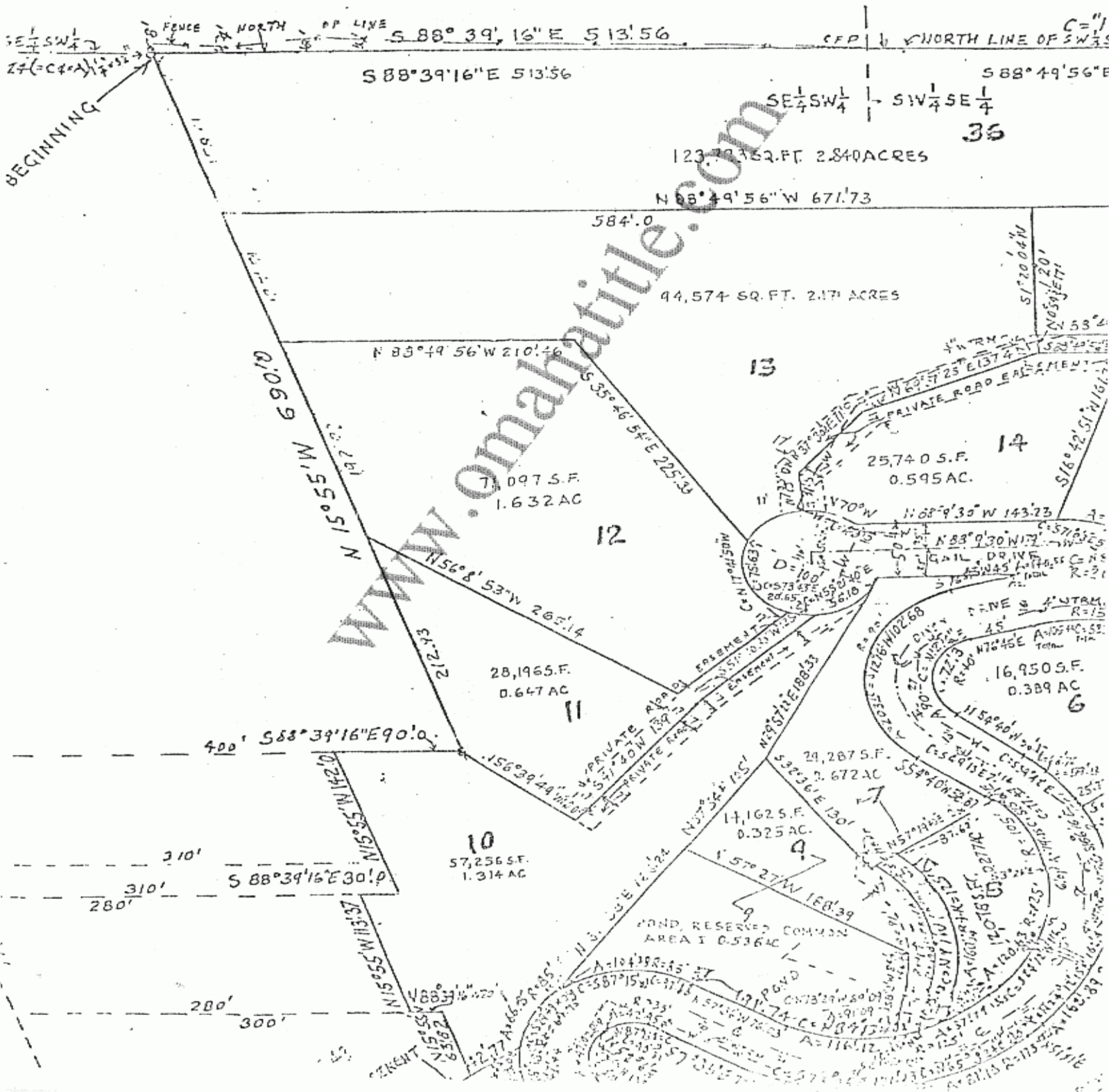
and surveyor
by certify
L. O. Frazier,
and wife,
allian 3.
the proprie-
following des-
i in Potta-
sit:

SURVEYOR'S CERTIFICATE.

"Beginning at a point on the north line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 23, Township 7" north, Range 44 west of the 5th P.M., in Pottaw-
tiamie County, Iowa located S 88° 39' 16" E assumed bearing,
799.24 feet east of the northwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ and
marked by a 10"x4" limestone; thence continuing along said north
line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, S 88° 39' 16" E 513.56 feet; thence S 88°
47' 56" E 1,312.8 to the east line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$; thence along
the east line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ S 0° 1' 22" W 1,251.05 feet; thence
N 89° 04' 56" W 1,212.93 feet to a cemetery fence; thence N 0° 18'
53" E 257.88 feet; thence S 80° 11' 02" W 307.83 feet; thence S
15° 55' 30.71 feet; thence S 50° 14' 13" W 305.91 feet; thence
S 2° 02' 48" E 39.7 feet; thence S 89° 43' 37" W 123.53 feet; thence along E
line of Iowa highway, 183 right-of-way N 15° 55' 0" W 224.75 feet; thence

thence N 54°
thence N 88°
thence S 88°
thence S 88°
to the point

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suburban sub
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that the lot



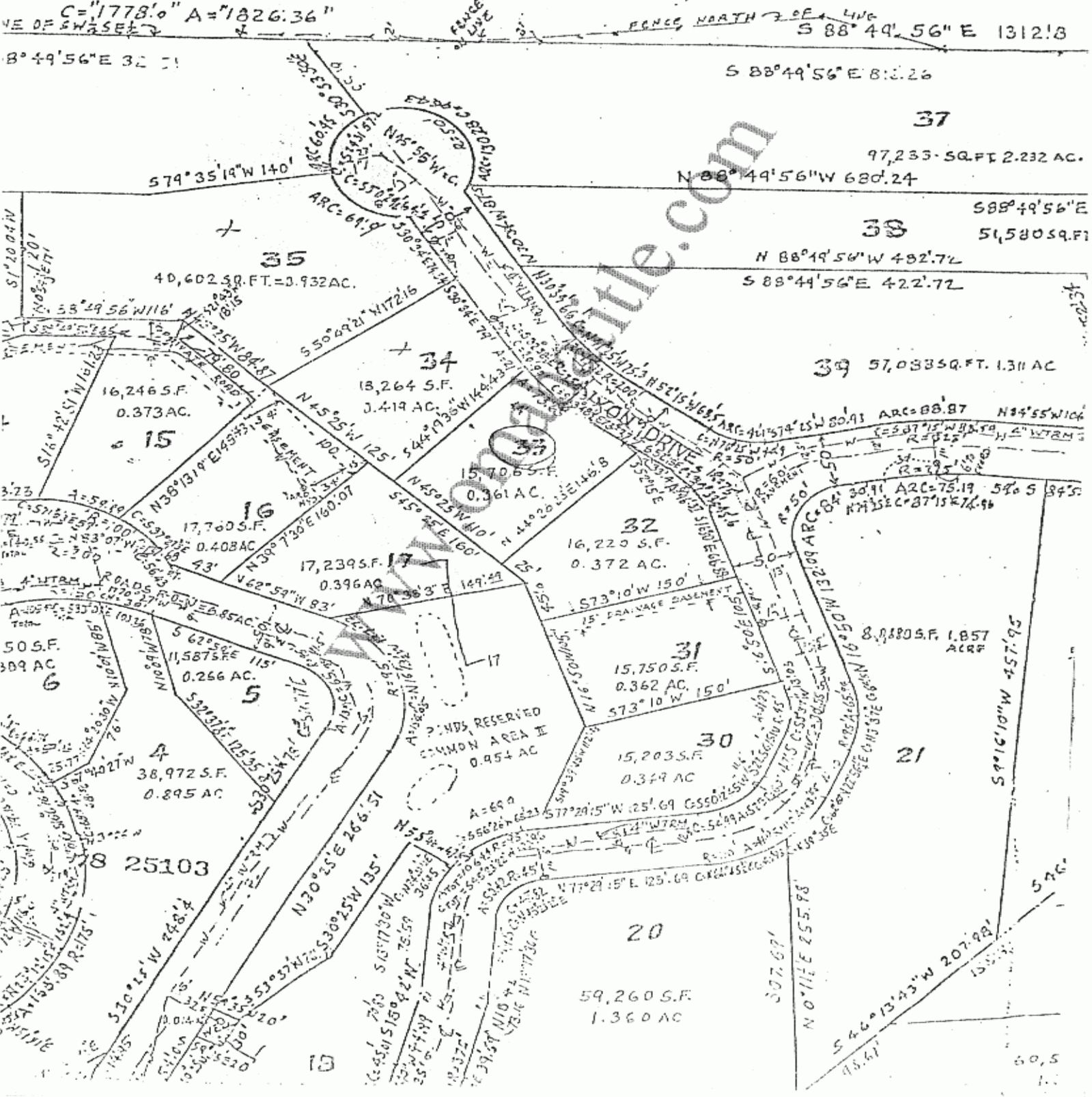
ence N 54° 21' 40" E 304.34 feet; thence N 15° 55' W 63.02 feet;
ence N 88° 39' 16" W 20 feet; thence N 50° 55' W 113.37 feet;
ence S 88° 39' 16" E 30 feet; thence N 15° 55' W 142.0 feet;
ence S 88° 39' 16" E 90 feet; thence N 15° 55' W 690.0 feet;
the point of beginning, containing an area of 48.400 acres."

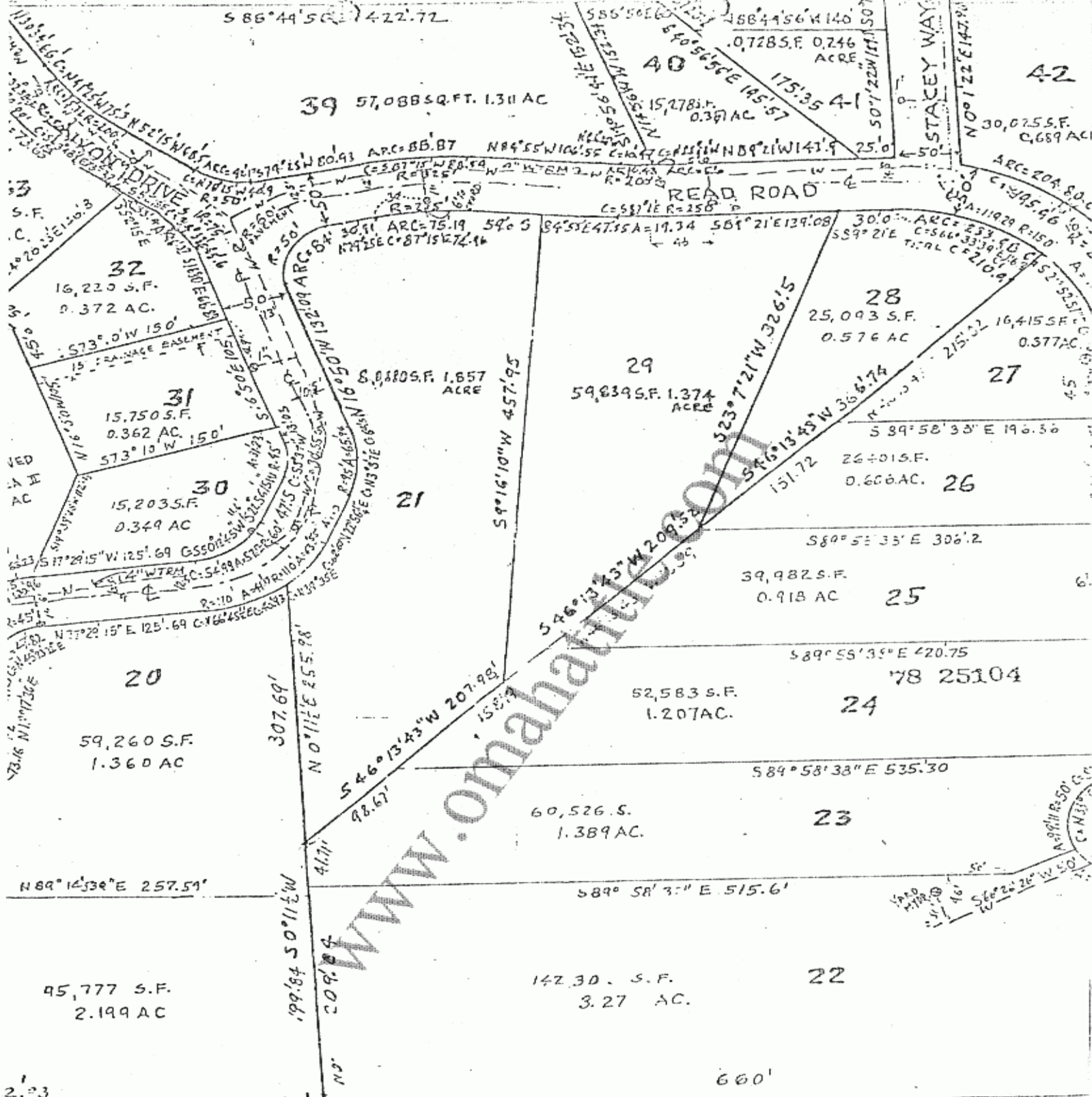
I prepared the plat of such tract to which this certificate
attached, to be known as SPENCER'S MOUNTAIN SUBDIVISION, a
urban subdivision in Pottawattamie County, Iowa.

I further certify that such plat was made with reference to
on or permanent monuments giving bearing and distance from
corner of a lot in such subdivision to a corner of a subdivi-
n of a section in which such suburban subdivision is a part,
t the lots therein numbered by progressive numbers and that

such plat sets forth the dimensions of
subdivision.

IN WITNESS WHERE
THIS DAY OF





OWNED BY DON BARNETT

N 89° 04' 56" W 1212.93
C = 17209.25"

So. SECTION LINE SEC 23

I HEREBY APPROVE THIS PLAT AS FINAL PLAT.

ENGINEER, POTTAWATTAMIE COUNTY
DATE

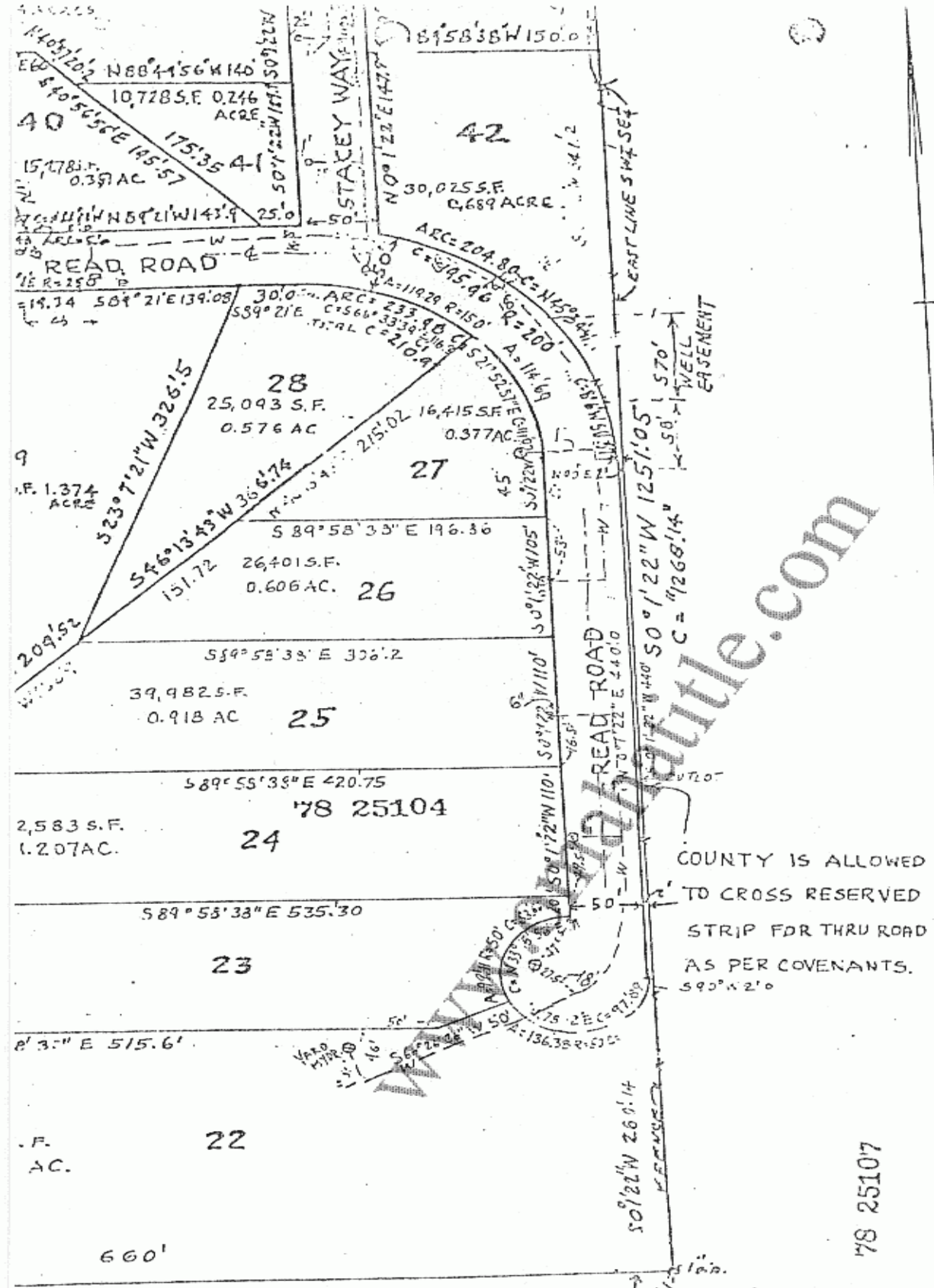
THIS PROPERTY CORNER DOES NOT LIE ON THE LINE OF SEC 23, BUT SE CORNER OF SEC.

SPENCER'S M.

J. Z. JIZBA, ARCHITECT & CIVIL

JIZBA & JI

CONSULTING CIVIL ENGINEER
OMAHA, NEBRASKA



SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ 2
 THIS PROPERTY CORNER AS FOUND
 DOES NOT LIE ON THE SOUTH SECTION
 LINE OF SEC 23, BUT NEAR A CORNER. FIRST
 SE CORNER OF SEC 23 IS LOST.

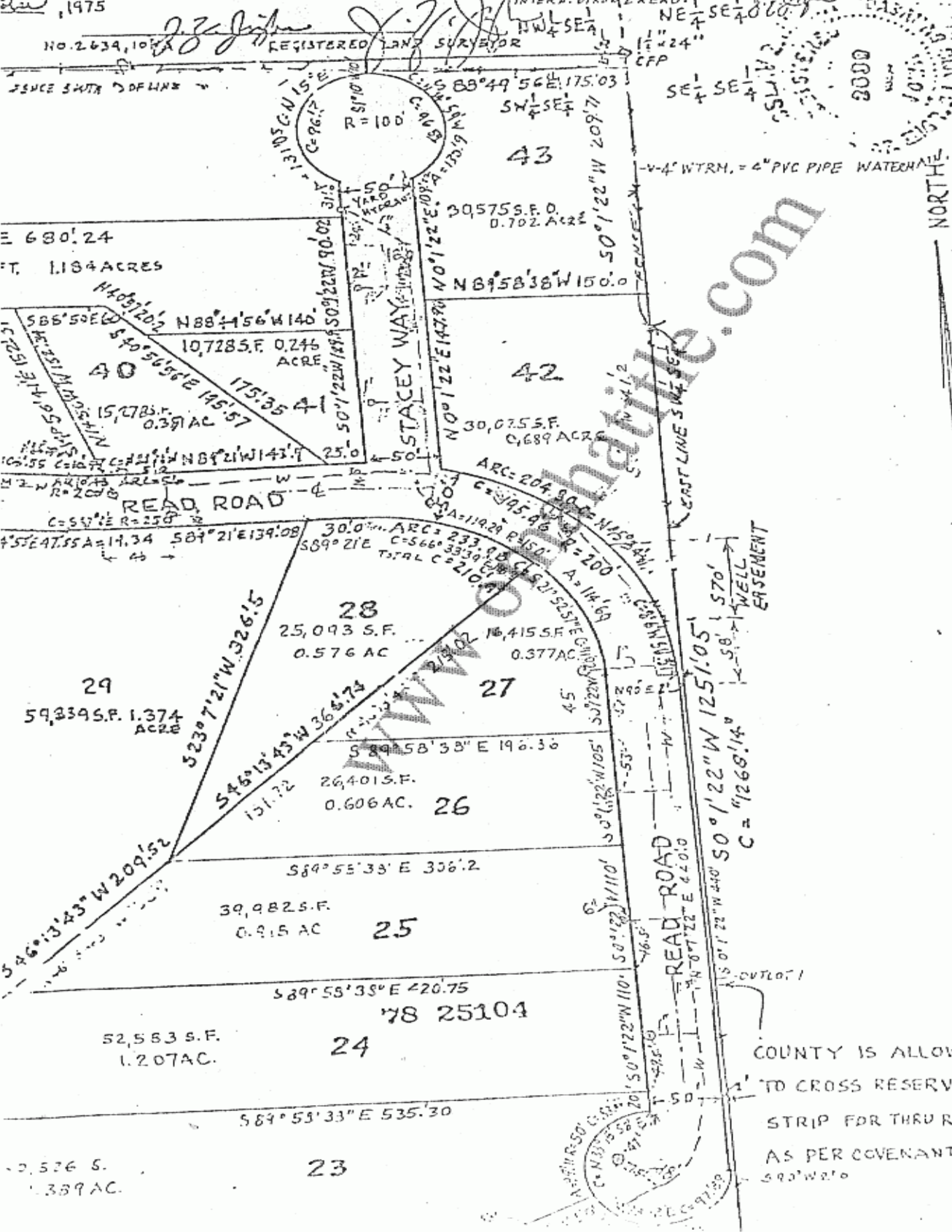
SPENCER'S MOUNTAIN SUBDIVISION		SHEET 6F
J. Z. JIZBA, ARCHITECT & CIVIL ENGINEER	JAN. 23, 1978	
JIZBA & JIZBA CONSULTING CIVIL ENGINEERS CHICAGO, ILLINOIS	SCALE 1" = 100'	DATE 7/25/74
		1/1/75

COUNTY

β = FOUND MARKER, METAL PIPE OR AS SHOWN.
 CFP = CORNER FENCE POST
 C = CALL DISTANCE A = ACTUAL DISTANCE
 SET 1" x 24" IRON PIPE MARKER OR AS SHOWN
 SET 1/4" x 18" IRON PIPES AT P.C.'S

C = CHORD AC = ACRES
 S.F. = SQUARE FEET
 DR. EAST DRAINAGE EASEMENT
 A = ARC
 TOT = TOTAL
 CL = CENTERLINE OF RIGHT-OF-WAY AND/OR PAVEMENT
 STOP BOX, WATER SHUTOFF

the lots by length and breadth, and the breadth and courses of all streets within such
 OF, I HAVE HEREUNTO SET MY HAND AND SEAL
 1975



COUNTY IS ALLOWED
 TO CROSS RESERVED
 STRIP FOR THRU ROAD
 AS PER COVENANTS.

No 66 continued

AMENDED AND SUBSTITUTED PROTECTIVE AND RESTRICTIVE
COVENANTS FOR SPENCER'S MOUNTAIN SUBDIVISION

DECLARATION made this 16th day of June, 1978 by Spencer's Mountain, Inc., and Iowa corporation, the owner of all of the land made a part of Spencer's Mountain Subdivision as follows:

WHEREAS, said corporation is the owner of all of the land made a part of Spencer's Mountain Subdivision more particularly described as follows:

Beginning at a point on the north line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 23, Township 77 North, Range 44 West of the 5th P.M., in Pottawattamie County, Iowa, located South 88° 39' 16" East assumed bearing 799.24 feet east of the northwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ and marked by a 10"x4" limestone; thence continuing along said north line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, South 88° 39' 16" East 513.56 feet; thence South 88° 49' 56" East 1,312.8 feet to the eastline of the SW $\frac{1}{4}$ SE $\frac{1}{4}$; thence along the east line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ South 0° 1' 22" West 1,251.05 feet; thence North 89° 04' 56" West 1,212.93 feet to a cemetery fence; thence North 0° 18' 53" East 267.88 feet; thence South 80° 11' 02" West 307.83 feet; thence South 15° 55' East 30.71 feet; thence South 50° 14' 18" West 305.91 feet; thence South 24° 2' 48" East 89.79 feet; thence South 89° 43' 34" West 129.59 feet; thence along the east line of Iowa highway 183 right-of-way North 15° 55' 0" West 224.75 feet; thence North 54° 21' 40" East 304.34 feet; thence North 15° 55' West 63.82 feet; thence North 88° 39' 16" West 20 feet; thence North 15° 55' West 113.37 feet; thence South 88° 39' 16" East 30.00 feet; thence North 15° 55' West 142.00 feet; thence South 88° 39' 16" East 90.00 feet; thence North 15° 55' West 690.00 feet to the point of beginning containing an area of 48.400 acres,

WHEREAS, said corporation wishes to subject that land to the following restrictions, covenants, reservations, easements, liens and charges for the benefit of said subdivision and each future owner of lots therein, and

WHEREAS, these restrictions, covenants, reservations, easements, liens and charges are to replace and to supersede the protective and restrictive covenants now of record in Book 76 at Page 12445 in the office of the Recorder of Pottawattamie County, Iowa.

NOW, THEREFORE, said corporation hereby declares that the land described above shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth:

GENERAL PURPOSES

The land in the subdivision is subjected to covenants, restrictions, conditions, reservations, liens and charges in order to insure the highest and best development of the land for

No 66 continued.

single family residential purposes. The preservation so far as practical of the natural beauty of the land, the enhancement of values of investments made by purchasers of building sites and protections against the improper use of the land.

PERMANENT EASEMENTS

Permanent easements are created as follows:

a. Common area I shown on the plat of Spencer's Mountain Subdivision consisting of 0.536 acres, more or less, attached to and made a part of Lot 9 shall be retained as the place for a pond and shall not be improved in any manner inconsistent with the original construction by the owner. It shall be a place for the drainage of surface waters from other areas of the subdivision.

b. Common area II shown on the plat of Spencer's Mountain Subdivision consisting of 0.954 acres, more or less, attached to and made a part of Lot 17 shall be retained as the place for ponds and shall not be improved in any manner inconsistent with the original construction by the owner. It shall be a place for the drainage of surface waters from other areas of the subdivision.

c. Common areas III and IV shown on the plat of Spencer's Mountain Subdivision consisting of 0.245 acres, more or less, attached to and made a part of Lot 1 shall be retained as the places for a pond and shall not be improved in any manner inconsistent with the original construction by the owner. They shall be places for drainage of surface waters from other areas of the subdivision.

d. The well adjoining Lot 18 which also is designated as Common area V shall be retained by the owner until it is transferred to a nonprofit corporation owned by the landowners in the subdivision and shall serve as a source of water for the water system for the lots in the subdivision.

e. The well easement shown on the plat as a part of Lot 42 shall be retained by the owner until transferred to a nonprofit corporation for the benefit of lot owners in the subdivision and shall be used for the purpose of providing water for the water system for the lots in the subdivision.

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f. The yard hydrants or freezeless hydrants shown on the plat of the subdivision which are located on Lots 16, 22, 36 and 37 and the fire hydrant shown on the plat of the subdivision on Lot 1 shall remain the property of the owner until transferred to a nonprofit corporation for the benefit of the lot owners in the subdivision. Easements are retained for the construction, reconstruction, repair and replacement of those hydrants.

g. The private road shown on the plat of the subdivision abutting Lots 7, 8 and 9 shall be in the nature of an easement for roadway purposes for the owners of Lots 7, 8 and 9 only.

h. The private road shown on the plat of the subdivision abutting Lots 10, 11 and 12 shall be in the nature of an easement for roadway purposes for the owners of Lots 10, 11 and 12 only.

i. The private road shown on the plat of the subdivision abutting Lots 13 through 17 inclusive shall be in the nature of an easement for roadway purposes for the owners of Lots 13 through 17 inclusive only.

j. Seller reserves to itself and its licensees and any authorized public utilities perpetual easements 15 feet wide along both sides of all road rights of way and 10 feet wide along the side and rear lines of each lot in the subdivision together with the right of ingress and egress for the purpose of installing, operating and maintaining any utilities, drainage ditches and appurtenances thereto, and the right to trim or remove any trees or shrubs necessary for such purposes. No permanent buildings or new trees shall be placed in or on said easement tracts but the same may be used for garden, shrubs, landscaping and other purposes which do not interfere with the foregoing uses and rights. Where any lot owner who owns two or more contiguous lots uses an area greater than one lot for a building site, the sideline easement shall not be effective as to interior lot lines on which the building is erected.

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k. As shown by the plat of the subdivision a 20 foot drainage easement is reserved along the southerly side of Lot 3, a 20 foot drainage easement is reserved along the southerly side of Lot 1, a 15 foot drainage easement is reserved along the northerly side of Lot 2 and a 15 foot drainage easement is reserved along the northerly side of Lot 31.

WATER SYSTEM

The subdivision shall have a water distribution system to serve the lots platted in that subdivision. The ownership of the system shall remain in Spencer's Mountain, Inc. until such time as there is formed a nonprofit corporation of which all lot owners shall automatically be participants and members. When the nonprofit corporation is formed, the ownership of the water system shall be transferred from Spencer's Mountain, Inc. to that nonprofit corporation.

For so long as it retains ownership, Spencer's Mountain, Inc. shall assess the owners of each lot \$13.00 per month on a quarterly basis (adjusted not more often than yearly for inflation) for the cost of maintenance and operation of the water system. This assessment shall not begin until the lot owner has tied into the water system. After a period of five years, or sooner if approved by a majority of the lot owners and the developer, a nonprofit corporation shall be formed and the water system shall be transferred to that nonprofit corporation. The nonprofit corporation shall have the right to assess all costs relating to the system on an equitable basis or to require the owners of each lot to install water meters, if approved by the majority of the lot owners, of a kind selected by the nonprofit corporation and to pay the proportionate cost based upon the water usage.

The cost of tying in a residence to the water system shall be borne by the lot owner or owners. Any charges assessed against the

lot owners by Spencer's Mountain, Inc. or the nonprofit corporation to be formed hereafter will be liens against the lots for any amounts which are delinquent. The lot owners by purchasing lots in the subdivision agree to the imposition of these liens. The assessed amounts may be collected not less frequently than every three months.

The lot owners purchase lots with the express understanding that if a municipal water supply later become available that the cost of becoming a part of that municipal water system shall be borne by the lot owners.

ROAD MAINTENANCE AND SNOW REMOVAL

Until the roads in Spencer's Mountain Subdivision become a part of the county road system, Spencer's Mountain, Inc. may provide road maintenance and snow removal and shall have the right to assess the lot owners on an equitable basis for the costs of such maintenance and snow removal. If a nonprofit corporation is formed for the operation of the water distribution system, that same nonprofit corporation shall assume the responsibility for maintenance and snow removal for so long as the roads are not a part of the county road system. The nonprofit corporation shall have the right to assess charges against the lot owners on an equitable basis. The lot owners by purchasing lots in the subdivision agree to the imposition of the assessments and liens for collection of the assessment. Unpaid assessments shall be liens against the lots.

OTHER RESTRICTIONS AND COVENANTS

All of the land in the subdivision shall be subject to the following restrictions and covenants:

1. Title to all roads or streets within the subdivision other than private roads to which reference previously has been made is dedicated to the public and will be conveyed and dedicated to Pottawattamie County when the roads and streets are accepted in the county road system. The road right of way shall be that portion of the land

extending 25 feet on either side of the platted road center line or a total of 50 feet in width.

2. The lots in the subdivision shall be used exclusively for single family residential purposes and no purchaser may subdivide a platted lot.

3. Any improvements on the lots must comply with existing local building codes enforced at the time of construction.

4. Not more than one single family dwelling may be erected or constructed on any one lot. All plans for dwellings shall be submitted to Spencer's Mountain, Inc. and must be approved or disapproved in writing within 30 days of the submission of said plans. Failure on the part of Spencer's Mountain, Inc. to disapprove the plans within 30 days of their submission shall conclusively be presumed to be an approval of the plans. No building may be erected on any lot prior to the erection of a dwelling except a tool shed may be constructed upon receiving written permission from the Seller. No accessory or temporary building or basement, or house trailer shall be used or occupied as living quarters at any time. No unpainted or unfinished exteriors shall be permitted. Exposed portions of the foundations of each dwelling shall be covered with either siding or brick unless otherwise directed by Spencer's Mountain, Inc. No open basement or foundation shall remain unclosed without permanent subflooring for more than six weeks. The exteriors of all buildings must be completed within nine months from the date that construction commences. No single family dwelling placed or erected upon any lot shall be occupied in any manner while in the course of construction nor at any time prior to its being fully completed.

5. No dwelling shall be moved from a location outside of Spencer Mountain Subdivision to any lot within the subdivision. Double wide mobile homes are prohibited.

6. No building shall be constructed on any lot other than one detached single-family dwelling containing finished living areas exclusive of porches, breezeways, carports and garages of less than:

a. 1200 square feet on the ground floor for a one story house, except that if the house has a basement garage 1300 square feet shall be required on the ground floor.

b. 1200 square feet on the ground floor for a one and a half story house.

c. 1800 square feet above basement level with 1000 square feet on the main floor for a two story house.

d. 1550 square feet of living area above ground for a bi-level, tri-level or a split-level house.

e. 1300 square feet of main floor living area for a split-entry house.

Houses of unusual design not included in the categories stated above shall meet the standards most closely applicable unless individual modifications are granted by Spencer's Mountain, Inc.

7. No part of any building shall be located within 30 feet of the right of way of any public road or within 10 feet of the side boundaryline of any contiguous lot under other ownership or within 10 feet of any rear lot line or within 25 feet from any water line shown on the plat of the subdivision. In addition, all buildings must comply with the zoning and building ordinances of Pottawattamie County, Iowa. Eaves, steps and open porches shall be considered part of any building for the purpose of this provision.

8. If at a later time some form of central sewage plant and collection lines may be required the lot owners agree to pay their equitable share of any charges for the construction, maintenance and operation of such facilities.

9. No noxious or offensive activity shall be permitted on any lot nor shall anything be done thereon which shall be or become a nuisance. In addition, the following specific requirements are made:

- a. Customary household pets may be kept in reasonable numbers, but not for breeding purposes. Care should be taken to keep these pets within the confines of one's own property. No livestock, such as horses, will be allowed to be kept in the subdivision. No animal shall be kept, bred, or maintained for commercial purposes.
- b. The discharge of firearms or hunting is prohibited.
- c. No outside burning of trash or leaves will be allowed. All refuse recepticals shall be of either an approved waterproof underground type or if above ground, shall be tightly covered and screened from view.
- d. Propane or fuel oil tanks which are not placed underground, air conditioning and heating units, swimming pool filters and clothes lines must be screened, fenced, or walled in such a manner that they are not visible from the streets and surrounding property. Design, landscaping and materials used for this purpose must enhance the overall aesthetics of the subdivision.
- e. No commercial sign other than "For Sale" signs pertaining to property sales within the subdivision shall be permitted.
- f. Automobiles, trucks and recreational vehicles may be parked in driveways or garages only. There shall be no on-street parking at any time. No motor vehicle which is under repair or not in operating condition shall be permitted on any portion of any lot unless it is within a structure or screened from view.
- g. All antennas where practicable shall be enclosed or placed in an unobtrusive location so as not to be distracting to the other property owners.

10. All lots and ditches between the lot and the shoulder of the road must be maintained by the purchaser in a matter satisfactory to Pottawattamie County or to any municipality which shall hereafter have jurisdiction over this subdivision. Installation of all culverts or tubes shall be made so as not to disrupt

the natural flow of the water or the flow dictated by improvements created by Spencer's Mountain, Inc. in connection with the development of the subdivision. Such culverts or tubes are required with respect to driveways and must not be less than 18 inches in diameter and 24 feet in length. The cost of installation shall be borne by the owner of the lot. The cost of any repairs and any changes necessary to eliminate a disruption of the natural flow of water or the flow of water as created by the improvements installed by Spencer's Mountain, Inc. as developer of the subdivision shall be borne by the lot owner.

SEPTIC TANK SYSTEMS

No building or improvement shall be constructed on any lot until the proposed septic tank system is approved by the State of Iowa or its appropriate departments, agencies or representatives (presently the State Health Department).

GENERAL PROVISION

The following provisions apply with respect to all of the foregoing covenants, restrictions, conditions and reservations:

1. All of the easements are perpetual.
2. All restrictions, covenants, and reservations are covenants running with the land. In the event of a violation of any of them, any owner of an interest in any lot may prosecute an action at law or in equity to recover damages or to enjoin any violation of them. Any owner of any interest in any lot by acquiring that interest agrees that in the event of violation of any covenant, restriction or reservation that the legal remedy may be inadequate and that an injunction may be issued against him or her.

3. If any provisions is inconsistent with a provision of an ordinance, statute or law of the State of Iowa or Pottawattamie County or any municipal corporation which shall hereafter have jurisdiction over this subdivision, the more restrictive of the provision, ordinance, statute or law shall be deemed applicable.

4. If any provision shall be adjudged invalid or unconstitutional, the remaining provisions hereof shall continue in full force and effect.

SPENCER'S MOUNTAIN, INC., an
Iowa corporation

By (signed) Gail O. Frazier,
President

By (signed) Nancy M. Frazier,
Secretary

No. 67
Book 80
Page 9826

Spencer's Mountain, Inc., an
Iowa corporation (seal) by
Gail O. Frazier, President
by Nancy M. Frazier, Secretary
Linneus Stang, Virginia R. Stang
HERITAGE FEDERAL SAVINGS AND LOAN
ASSOCIATION OF DENISON (seal) by
G. W. Halverson, Its President

AMENDMENT TO AMENDED AND
SUBSTITUTED PROTECTIVE
AND RESTRICTIVE COVENANTS
FOR SPENCER'S MOUNTAIN
SUBDIVISION

Not Dated

Acknowledged 17, 19 and 31
October, 1979

Filed 8 November, 1979

The Public

Spencer's Mountain, Inc., an Iowa corporation, the owner of all of the lots in Spencer's Mountain Subdivision for which the final plat and associated documents were recorded in the office of the Pottawattamie County Recorder on June 20, 1978 in Book 78, commencing at Page 25078, except Lot 36 thereof, Linneus Stang and Virginia R. Stang, husband and wife, owners of said Lot 36 and Heritage Federal Savings and Loan Association of Denison, the mortgagee of said real estate, being the only interested parties, hereby amend the amended and substituted protective and restrictive covenants for Spencer's Mountain Subdivision as follows:

No. 67 continued

They amend paragraph 7 of the subheading "Other Restrictions and Covenants" in said amended and substituted protective and restrictive covenants for Spencer's Mountain Subdivision to read as follows:

"7. No part of any building shall be located within 25 feet of the right of way of any public road or within 10 feet of the side boundary line of any contiguous lot under other ownership or within 20 feet of any rear lot line or within 25 feet from any water line shown on the plat of the subdivision on a corner lot. No part of any building shall be located within 25 feet of the right of way of any public road which that building faces nor within 15 feet of any public road parallel to its side. In addition, all buildings must comply with the zoning and building ordinances of Pottawattamie County, Iowa. Eaves, steps and open porches shall be considered part of any building for the purpose of this provision."

The subheading "Permanent Easements" is amended to add the following provision:

"1. Spencer's Mountain, Inc. reserves to itself an easement for the purposes of constructing and maintaining an underground water storage reservoir and conduit, pipes and other necessary installations required in connection with that reservoir over the following described real estate: Beginning at a point on the southerly lot line of Lot 42 which is 50.13 feet southeasterly from the southwest corner of said Lot 42 measured along an arc of 200 feet radius with a chord South 69° 02' 47" East 50.00 feet; thence continuing along said arc of 200 feet radius 69.65 feet; thence South 89° 58' 38" East 48.80 feet to the east line of said Lot 42; thence along the East lot line North 0° 1' 22" East 30.00 feet; thence North 82° 56' 41" West 104.13 feet to the point of beginning. That easement shall be perpetual."

COMPARED

AMENDED AND SUBSTITUTED PROTECTIVE AND RESTRICTIVE
COVENANTS FOR SPENCER'S MOUNTAIN SUBDIVISION

THIS DECLARATION is made on this 16th day of June, 1978, by Spencer's Mountain, Inc., an Iowa corporation, the owner of all of the land made a part of Spencer's Mountain Subdivision as follows:

WHEREAS, said corporation is the owner of all of the land made a part of Spencer's Mountain Subdivision more particularly described as follows:

Beginning at a point on the north line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 23, Township 77 North, Range 46 West of the 5th P.M. in Pottawattamie County, Iowa, located South 88° 39' 16" West 299.24 feet east of the northeast corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ and marked by a 10"x1" limestone, thence continuing along said north line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, South 88° 39' 16" East 513.56 feet; thence South 88° 49' 54" East 117.16 feet to the easeline of the SW $\frac{1}{4}$ SE $\frac{1}{4}$; thence along the easeline of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ South 0° 1' 22" West 1,233.05 feet; thence North 82° 01' 16" West 1,212.91 feet to a boundary fence; thence North 18° 53' East 257.88 feet; thence South 89° 13' 34" East 327.83 feet; thence South 15° 55' East 10.00 feet; thence South 50° 14' 18" West 305.91 feet; thence South 88° 39' 16" East 117.16 feet; thence South 89° 03' 34" West 117.16 feet; thence along the east line of Iowa Highway 185 North 15° 55' East 244.75 feet; thence North 54° 28' 10" East 304.75 feet; thence North 15° 55' West 63.82 feet; thence North 15° 55' West 20 feet; thence North 15° 55' West 113.17 feet; thence South 88° 39' 16" East 10.00 feet; thence North 15° 55' West 113.17 feet; thence South 88° 39' 16" East 10.00 feet; thence North 15° 55' West 490.00 feet to the point of beginning containing an area of 48.400 acres.

WHEREAS, said corporation wishes to subject that land to the following restrictions, covenants, reservations, easements, liens and charges for the benefit of said subdivision and each lot or owner of lots therein, and

WHEREAS, these restrictions, covenants, reservations, easements, liens and charges are to be placed and to be recorded in the public and restrictive covenants now of record in Book 78 at Page 1 of the office of the Recorder of Pottawattamie County, Iowa

NOW, THEREFORE, said corporation hereby declares that the land described above shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth:

GENERAL PURPOSES

The land in the subdivision is subjected to covenants, restrictions, conditions, reservations, liens and charges in order to insure the highest and best development of the land and

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COMPARED

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single family residential purposes. The preservation so far as practical of the natural beauty of the land, the enhancement of values of investments made by purchasers of building sites and protections against the improper use of the land.

PERMANENT EASEMENTS

Permanent easements are created as follows:

- a. Common area I shown on the plat of Spencer's Mountain Subdivision consisting of 0.536 acres, more or less, attached to and made a part of Lot 9 shall be retained as the place for a pond and shall not be improved in any manner inconsistent with the original construction by the owner. It shall be a place for the drainage of surface waters from other areas of the subdivision.
- b. Common area II shown on the plat of Spencer's Mountain Subdivision consisting of 0.954 acres, more or less, attached to and made a part of Lot 17 shall be retained as the place for ponds and shall not be improved in any manner inconsistent with the original construction by the owner. It shall be a place for the drainage of surface waters from other areas of the subdivision.
- c. Common areas III and IV shown on the plat of Spencer's Mountain Subdivision consisting of 0.245 acres, more or less, attached to and made a part of Lot 1 shall be retained as the places for a pond and shall not be improved in any manner inconsistent with the original construction by the owner. They shall be places for drainage of surface waters from other areas of the subdivision.
- d. The well adjoining Lot 18 which also is designated as Common area V shall be retained by the owner until it be transferred to a nonprofit corporation owned by the landowners in the subdivision and shall serve as a source of water for the water system for the lots in the subdivision.
- e. The well easement shown on the plat as a part of Lot 12 shall be retained by the owner until transferred to a nonprofit corporation for the benefit of lot owners in the subdivision and shall be used for the purpose of providing water for the water system for the lots in the subdivision.

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COMPILED

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f. The yard hydrants or freezeless hydrants shown on the plat of the subdivision which are located on Lots 14, 22, 36 and 37 and the fire hydrant shown on the plat of the subdivision on Lot 1 shall remain the property of the owner until transferred to a nonprofit corporation for the benefit of the lot owners in the subdivision. Easements are retained for the construction, reconstruction, repair and replacement of those hydrants.

g. The private road shown on the plat of the subdivision abutting Lots 7, 8 and 9 shall be in the nature of an easement for roadway purposes for the owners of Lots 7, 8 and 9 only.

h. The private road shown on the plat of the subdivision abutting Lots 10, 11 and 12 shall be in the nature of an easement for roadway purposes for the owners of Lots 10, 11 and 12 only.

i. The private road shown on the plat of the subdivision abutting Lots 13 through 17 inclusive shall be in the nature of an easement for roadway purposes for the owners of Lots 13 through 17 inclusive only.

j. Seller reserves to itself and its licensees and any authorized public utilities perpetual easements 15 feet wide along both sides of all road rights of way and 10 feet wide along the side and rear lines of each lot in the subdivision together with the right of ingress and egress for the purpose of installing, operating and maintaining any utilities, drainage ditches and appurtenances thereto, and the right to trim or remove any trees or shrubs necessary for such purposes. No permanent buildings or new trees shall be placed in or on said easement tracts but the same may be used for garden, shrubs, landscaping and other purposes which do not interfere with the foregoing uses and rights. Where any lot owner who owns two or more contiguous lots uses an area greater than one lot for a building site, the easement shall not be effective as to interior lot lines on which the building is erected.

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COMPARED

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k. As shown by the plat of the subdivision a 20 foot drainage easement is reserved along the southerly side of Lot 3, a 20 foot drainage easement is reserved along the southerly side of Lot 1, a 15 foot drainage easement is reserved along the northerly side of Lot 2 and a 15 foot drainage easement is reserved along the northerly side of Lot 31.

WATER SYSTEM

The subdivision shall have a water distribution system to serve the lots platted in that subdivision. The ownership of the system shall remain in Spencer's Mountain, Inc. until such time as there is formed a nonprofit corporation of which all lot owners shall automatically be participants and members. When the nonprofit corporation is formed, the ownership of the water system shall be transferred from Spencer's Mountain, Inc. to that nonprofit corporation.

For so long as it retains ownership, Spencer's Mountain, Inc. shall assess the owners of each lot \$13.00 per month on a quarterly basis (adjusted not more often than yearly for inflation) for the cost of maintenance and operation of the water system. This assessment shall not begin until the lot owner has tied into the water system. After a period of five years, or sooner if approved by a majority of the lot owners and the developer, a nonprofit corporation shall be formed and the water system shall be transferred to that nonprofit corporation. The nonprofit corporation shall have the right to assess all costs relating to the system on an equitable basis or to require the owners of each lot to install water meters, if approved by the majority of the lot owners, of a kind selected by the nonprofit corporation and to pay the proportionate cost based upon the water usage.

The cost of tying in a residence to the water system shall be borne by the lot owner or owners. Any charges assessed against the

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COMPARED

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lot owners by Spencer's Mountain, Inc. or the nonprofit corporation to be formed hereafter will be liens against the lots for any assessments which are delinquent. The lot owners by purchasing lots in the subdivision agree to the imposition of these liens. The assessed amounts may be collected not less frequently than every three months.

The lot owners purchase lots with the express understanding that if a municipal water supply later become available that the cost of becoming a part of that municipal water system shall be borne by the lot owners.

ROAD MAINTENANCE AND SNOW REMOVAL

Until the roads in Spencer's Mountain Subdivision become a part of the county road system, Spencer's Mountain, Inc. may provide road maintenance and snow removal and shall have the right to assess the lot owners on an equitable basis for the costs of such maintenance and snow removal. If a nonprofit corporation is formed for the operation of the water distribution system, that same nonprofit corporation shall assume the responsibility for maintenance and snow removal for so long as the roads are not a part of the county road system. The nonprofit corporation shall have the right to assess charges against the lot owners on an equitable basis. The lot owners by purchasing lots in the subdivision agree to the imposition of the assessments and liens for collection of the assessment. Unpaid assessments shall be liens against the lots.

OTHER RESTRICTIONS AND COVENANTS

All of the land in the subdivision shall be subject to the following restrictions and covenants:

1. Title to all roads or streets within the subdivision other than private roads to which reference previously has been made is dedicated to the public and will be conveyed and dedicated to Pottawattamie County when the roads and streets are accepted in the county road system. The road right of way shall be that portion of the land

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COMPARED

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extending 25 feet on either side of the platted road center line of a total of 50 feet in width.

2. The lots in the subdivision shall be used exclusively for single family residential purposes and no purchaser may subdivide a platted lot.

3. Any improvements on the lots must comply with existing local building codes enforced at the time of construction.

4. Not more than one single family dwelling may be erected or constructed on any one lot. All plans for dwellings shall be submitted to Spencer's Mountain, Inc. and must be approved or disapproved in writing within 30 days of the submission of said plans. Failure on the part of Spencer's Mountain, Inc. to disapprove the plans within 30 days of their submission shall conclusively be presumed to be an approval of the plans. No building may be erected on any lot prior to the erection of a dwelling except a tool shed may be constructed upon receiving written permission from the seller. No accessory or temporary building or basement, or house trailer shall be used or occupied as living quarters at any time. No unpainted or unfinished exteriors shall be permitted. Exposed portions of the foundations of each dwelling shall be covered with either siding or brick unless otherwise directed by Spencer's Mountain, Inc. No open basement or foundation shall remain unclosed without permanent subflooring for more than six weeks. The exteriors of all buildings must be completed within nine months from the date that construction commences. No single family dwelling placed or erected upon any lot shall be occupied in any manner while in the course of construction nor at any time prior to its being fully completed.

5. No dwelling shall be moved from a location outside of Spencer's Mountain Subdivision to any lot within the subdivision. Double wide mobile homes are prohibited.

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COMPARED

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6. No building shall be constructed on any lot other than one detached single-family dwelling containing finished living areas exclusive of porches, breezeways, carports and garages of less than:
- a. 1200 square feet on the ground floor for a one story house, except that if the house has a basement garage 1300 square feet shall be required on the ground floor.
 - b. 1200 square feet on the ground floor for a one and a half story house.
 - c. 1800 square feet above basement level with 1000 square feet on the main floor for a two story house.
 - d. 1550 square feet of living area above ground for a bi-level, tri-level or a split-level house.
 - e. 1300 square feet of main floor living area for a split-entry house.
- Houses of unusual design not included in the categories stated above shall meet the standards most closely applicable unless individual modifications are granted by Spence's Mountain, Inc.
7. No part of any building shall be located within 10 feet of the right of way of any public road or within 10 feet of the side boundary line of any contiguous lot under other ownership or within 10 feet of any rear lot line or within 25 feet from any water line shown on the plat of the subdivision. In addition, all buildings must comply with the zoning and building ordinances of Pottawattamie County, Iowa. Decks, steps and open porches shall be considered part of any building for the purpose of this provision.
8. If at a later time some form of central sewage plant and collection lines may be required the lot owners agree to pay their equitable share of any charges for the construction, maintenance and operation of such facilities.

78 25097

COMPARED

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9. No noxious or offensive activity shall be permitted on any lot nor shall anything be done thereon which shall be or may come a nuisance. In addition, the following specific requirements are made:

- a. Customary household pets may be kept in reasonable numbers, but not for breeding purposes. Cats should be taken to keep their pets within the confines of one's own property. No livestock, such as horses, will be allowed to be kept in the subdivision. No animal shall be kept, bred, or maintained for commercial purposes.
- b. The discharge of firearms or hunting is prohibited.
- c. No outside burning of trash or leaves will be allowed. All refuse receptacles shall be of either an approved waterproof underground type or of above ground, shall be tightly covered and screened from view.
- d. Propane or fuel oil tanks which are not placed underground, are conditioning and heating units, swimming pool filters and clothes lines must be screened, fenced, or walled in such a manner that they are not visible from the streets and surrounding property. Debris, landscaping and materials used for this purpose must enhance the overall aesthetics of the subdivision.
- e. No commercial sign other than "For Sale" signs pertaining to property sales within the subdivision shall be permitted.

- f. Automobiles, trucks and recreational vehicles may be parked in driveways or garages only. There shall be no on-street parking at any time. No motor vehicle which is under repair or not in operating condition shall be permitted on any portion of any lot unless it is within a structure or screened from view.
- g. All antennas where practicable shall be located or placed in an unobtrusive location so as not to be distracting to the other property owners.
- h. All lots and ditches between the lot and the shoulder of the road must be maintained by the purchaser in a manner satisfactory to Portauwauke County or to any municipality within which hereafter have jurisdiction over this subdivision. Installation of all culverts or inlets shall be made so as not to disrupt

COMPARED

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the natural flow of the water or the flow dictated by improvements created by Spencer's Mountain, Inc. in connection with the development of the subdivision. Such culverts or tubes are required with respect to driveways and must not be less than 18 inches in diameter and 24 feet in length. The cost of installation shall be borne by the owner of the lot. The cost of any repairs and any changes necessary to eliminate a disruption of the natural flow of water or the flow of water as created by the improvements installed by Spencer's Mountain, Inc. as developer of the subdivision shall be borne by the lot owner.

SEPTIC TANK SYSTEMS

No building or improvement shall be constructed on any lot until the proposed septic tank system is approved by the State of Iowa or its appropriate departments, agencies or representatives (presently the State Health Department).

GENERAL PROVISION

The following provisions apply with respect to all of the foregoing covenants, restrictions, conditions and reservations:

1. All of the easements are perpetual.
2. All restrictions, covenants, and reservations are covenants running with the land. In the event of a violation of any of them, any owner of an interest in any lot may prosecute an action at law or in equity to recover damages or to enjoin any violation of them. Any owner of any interest in any lot by acquiring that interest agrees that in the event of violation of any covenant, restriction or reservation that the legal remedy may be inadequate and that an injunction may be issued against him or her.

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COMPARED

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3. If any provision is inconsistent with a provision of an ordinance, statute or law of the State of Iowa or Pottawattamie County or any municipal corporation which shall hereafter have jurisdiction over this subdivision, the more restrictive of the provision, ordinance, statute or law shall be deemed applicable.
4. If any provision shall be adjudged invalid or unconstitutional, the remaining provisions hereof shall continue in full force and effect.

SPENCER'S MOUNTAIN, INC., an
Iowa corporation

By Gail O. Frasier
Gail O. Frasier, President

By Nancy M. Frasier
Nancy M. Frasier, Secretary

STATE OF IOWA)
POTTAWATTAMIE COUNTY) ss.

On this 16th day of June, 1978, before the undersigned, a notary public in and for the State of Iowa, personally appeared Gail O. Frasier and Nancy M. Frasier, to me personally known, who being by me duly sworn, did say that they are the president and secretary, respectively, of Spencer's Mountain, Inc.; that the seal affixed to the foregoing instrument is the seal of the said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said Gail O. Frasier and Nancy M. Frasier acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

James L. Patten
Notary Public

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AMENDMENT TO
AMENDED AND SUBSTITUTED PROTECTIVE AND RESTRICTIVE
COVENANTS FOR SPENCER'S MOUNTAIN SUBDIVISION

Spencer's Mountain, Inc., an Iowa corporation, the owner of all of the lots in Spencer's Mountain Subdivision for which the final plat and associated documents were recorded in the office of the Pottawattamie County Recorder on June 20, 1978 in Book 78, commencing at Page 25078, except Lot 36 thereof, Linneaus Stang and Virginia H. Stang, husband and wife, owners of said Lot 36, and Heritage Federal Savings and Loan Association of Danison, the mortgagee of said real estate, being the only interested parties, hereby amend the amended and substituted protective and restrictive covenants for Spencer's Mountain Subdivision as follows:

1. They amend paragraph 7 of the subheading "Other Restrictions And Covenants" in said amended and substituted protective and restrictive covenants for Spencer's Mountain Subdivision to read as follows:

"7. No part of any building shall be located within 25 feet of the right of way of any public road or within 25 feet of the side boundary line of any contiguous lot under other ownership or within 25 feet of any rear lot line or within 25 feet from any water line shown on the plat of the subdivision on a corner lot. No part of any building shall be located within 25 feet of the right of way of any public road which that building faces nor within 15 feet of any public road parallel to its side. In addition, all buildings must comply with the zoning and building ordinances of Pottawattamie County, Iowa. Eaves, steps and open porches shall be considered part of any building for the purpose of this provision."

2. The subheading "Permanent Easements" is amended to add the following provision:

"1. Spencer's Mountain, Inc. reserves to itself an easement for the purposes of constructing and maintaining an underground water storage reservoir and conduit, pipes and other necessary installations required in connection with that reservoir over the following described real estate: Beginning at a point

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on the southerly lot line of Lot 42 which is 50.13 feet southeasterly from the southwest corner of said Lot 42 measured along an arc of 200 feet radius with a chord South 69° 02' 47" East 50.00 feet; thence continuing along said arc of 200 feet radius 69.65 feet; thence South 89° 58' 38" East 48.80 feet to the east line of said Lot 42; thence along the East lot line North 0° 1' 22" East 30.00 feet; thence North 82° 56' 41" West 104.13 feet to the point of beginning. That easement shall be perpetual."

SPENCER'S MOUNTAIN, INC., an
Iowa corporation

By Gail O. Frazier
Gail O. Frazier, President

By Nancy M. Frazier
Nancy M. Frazier, Secretary

Linneus Stang
Linneus Stang
Virginia R. Stang
Virginia R. Stang

HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION
OF DENISON

By G. W. Halverson
G. W. Halverson, Its President

STATE OF IOWA

COUNTY OF Pottawattamie ss.

On this 17th day of October, 1979, before the undersigned, a notary public in and for the State of Iowa, personally appeared Gail O. Frazier and Nancy M. Frazier, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of Spencer's Mountain, Inc.; that the seal affixed to the foregoing instrument is the seal of the said corporation and that said

instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said Gail O. Frazier and Nancy M. Frazier acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Jack W. Pomeroy
Notary Public

STATE OF IOWA

COUNTY OF Harrison } ss.

On this 19 day of October, 1979, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared Linneus Stang and Virginia R. Stang, 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.

Jack W. Pomeroy
Notary Public

STATE OF IOWA

COUNTY OF Calmar } ss.

On this 31st day of October, 1979, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared G. W. Halverson, to me personally known, who being by me duly sworn, did say that he is the President of Heritage Federal Savings and Loan Association of Denison; that the seal affixed to the foregoing instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by

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authority of its Board of Directors and said officer acknowledged the execution of the instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Lucile Hyde
Notary Public

www.omahatitle.com

C

*original only after they have built. No charge can have any
 1742 has a Private Road Dedicated to the Public.*

ARTICLES OF INCORPORATION

OF

SPENCER'S MOUNTAIN MAINTENANCE CORPORATION

To the Secretary of State of the State of Iowa:

We, the undersigned, acting as incorporators of a corporation under the Iowa nonprofit Corporation Act, which is Chapter 504A of the Code of Iowa, adopt the following articles of incorporation for that corporation:

ARTICLE I. NAME OF CORPORATION

The name of the corporation is Spencer's Mountain Maintenance Corporation. It is incorporated under the provisions of Chapter 504A of the Code of Iowa.

ARTICLE II. DURATION

The period of its duration is perpetual.

ARTICLE III. PURPOSES

The Corporation is organized for the purpose of owning and maintaining a water system for Spencer's Mountain Subdivision and for maintenance of the road or roads and snow removal from the roads within that Subdivision. It shall perform the duties for which provision has been made for a nonprofit corporation under the protective and restrictive covenants of Spencer's Mountain Subdivision in Pottawattamie County, Iowa.

ARTICLE IV. INITIAL REGISTERED OFFICE

The address of the initial registered office of the corporation is Route 2, Logan, Iowa 51540.

ARTICLE V. INITIAL REGISTERED AGENT

The name of the initial registered agent of the corporation at the registered office shown above is Gail O. Frezier.

SECRET
 OCT 2 11 00 AM '91

Oct 2 10 59 AM '81
SECRETARY
OF STATE

ARTICLE VI.
INITIAL BOARD OF DIRECTORS

The number of directors constituting the initial board of directors is one, and the name and address of the person who is to serve as director until the first annual meeting of members or until his successor is elected and shall qualify are: Gail O. Frazier, Route 2, Logan, Iowa 51546.

ARTICLE VII.
INCORPORATOR

The incorporator is Gail O. Frazier whose address is shown in Article VI.

ARTICLE VIII.
NO CORPORATE SEAL

The corporation shall not have a corporate seal.

ARTICLE IX.
MEMBERS

The members of the corporation shall be the persons who own lots in Spencer's Mountain Subdivision. The owner or owners of each lot shall have one vote only.

ARTICLE X.
ASSESSMENTS AND LIENS

This corporation shall have the right to assess costs to the lot owners for the water system serving Spencer's Mountain Subdivision and for the road maintenance and snow removal for which provision has been made in the protective and restrictive covenants for Spencer's Mountain Subdivision and shall be the beneficiary of liens for the collection of the assessments as provided therein. The corporation may receive and hold title to the water system and the road or roads in Spencer's Mountain Subdivision.

Dated this 21st day of September, 1981.

Gail O. Frazier
Gail O. Frazier, Incorporator

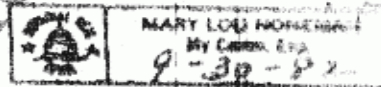
Oct 2 10 55 AM '81

SECRETARY
OF STATE

STATE OF IOWA)
) ss.
HARRISON COUNTY)

On this 28th day of September, 1981, before
me, the undersigned, a notary public in and for the State of
Iowa, personally appeared Gail O. Frazier, to me known to be
the person named in and who executed the foregoing articles
of incorporation and acknowledged that he executed the same
as his voluntary act and deed.

Mary Lou Nomen
Notary Public
Mary Lou Nomen



OFFICE OF THE SECRETARY OF STATE
8-Y
October 2, 1981
Recorded in 20.00
Secretary of State

