

THIS INSTRUMENT PREPARED BY: Matthew J. Adam, Simmons Perrine Moyer Bergman PLC, 1100 5th Street, Suite 205, Coralville, IA 52241, (319) 354-1019

**PROTECTIVE COVENANTS AND RESTRICTIONS
OUTLOT A, OAK MEADOW**

The undersigned, being the owner of Outlot A, Oak Meadow, Johnson County, Iowa, (hereinafter "Outlot A"), hereby imposes the following Covenants and Restrictions on Outlot A, pursuant to and in furtherance of the sensitive area protections set forth in Section 8:3.5.B.2.a of the Johnson County Unified Development Ordinance, as amended, which shall be binding upon all the present and future owners of Outlot A as covenants running with the land and with such force and effect as if contained in each subsequent conveyance of Outlot A:

1. Any area within Outlot A that is contained within the County Right-of-Way (ROW) as shown on the plat, can be used for County ROW operations and activity. County ROW operations and activity shall not be subject to use restrictions as outlined below. This shall carry with and apply to any future changes to the ROW.
2. Uses of Outlot A shall be limited to those uses that do not impact the long-term preservation of environmental amenities and sensitive areas located thereon. Furthermore, uses shall be limited to maintenance of sensitive areas and general enjoyment. Without limiting the generality of the foregoing, the following activities

are expressly prohibited on Outlot A:

- A. Residential, commercial or industrial development;
- B. Establishment of tilled, cropped or hayed areas;
- C. Construction, erection, or placement of any building, shed, structure, or hard surface (including gravel) whether recreational, agricultural, residential, commercial, or industrial in nature;
- D. Dumping of ashes, trash, rubbish, garbage, junk, or any other materials;
- E. Placing billboards, outdoor advertising structures, or advertisements of any kind;
- F. Uses of pesticides or herbicides, except for the eradication of species detrimental to the natural beauty and ecological integrity of the natural areas;
- G. Removal of standing trees for any purposes other than for invasive species control and other restoration or maintenance activities that are in accordance with best management and preservation practices and which further the intent of this protective covenant;
- H. Use of motorized vehicles of any type except as may be necessary or useful for maintenance of sensitive areas or removal of fallen and standing trees in accordance with paragraph 2.G and paragraph 3.C of this protective covenant;
- I. Alteration of the topography of Outlot A or its drainage systems, except with prior approval of the County. Alteration of the topography may be authorized for purposes including, but not limited to, erosion control, drainage tile repair, enhancement of wetland values, public safety considerations, or for purposes protective of the natural integrity of the property;

J. Any act that would disrupt identified wetlands or archeological sites.

3. In addition, without limiting the generality of the foregoing, the following activities are allowed on Outlot A:

A. Birdwatching and wildlife observation and occasional tent camping;

B. Hiking, fishing, hunting, skiing and other recreational activities not involving the use of motorized or wheeled vehicles;

C. Removal of fallen trees for firewood.

4. While these covenants and restrictions shall run with Outlot A and the Subdivision, the County and each owner of a lot in the Subdivision are individually and severally granted rights, but not obligations, of enforcement of these covenants and restrictions. If the County and/or a lot owner determines that Subdivider is in violation of the terms of these covenants and restrictions, the County and/or lot owner shall give Subdivider written notice of the same. Subdivider shall then cure said violation within whatever reasonable timeframe is dictated by the party giving notice, but shall undertake diligent corrective action within thirty (30) days of such notice. In the event Subdivider does not timely cure the violation, the County and/or lot owner may but is not obligated to undertake any lawful means to ensure Subdivider cures the violation, including bringing an action at law or in equity in a court of competent jurisdiction to enforce these covenants; to enjoin the violation ex parte as necessary, by temporary or permanent injunction; to recover any damages to which it may be entitled for violation of these terms or injury to any conservation value protected hereby; and to require the restoration of Outlot A to the condition that existed prior to any such injury or violation. For any violation of the terms of these covenants and restrictions that result

in impact to a sensitive area, as defined by Chapter 8:3 of the Johnson County Unified Development Ordinance, corrective action must include a survey of the actual impact boundary and calculated impact area, and the owner of Outlot A shall demonstrate full compliance with Section 8:3.5.B.3 of the Johnson County Unified Development Ordinance.

5. This agreement shall not be construed as creating a right of access by the general public to any portion of Outlot A, though the County shall at all times have the right to access Outlot A for any purpose consistent with its responsibilities under this agreement.
6. These Covenants cannot be terminated or amended without the prior written consent of Johnson County, Iowa.

Dated this 14 day of June, 2024.

Oak Meadow, LLC

By: 

Matthew Adam, Manager

STATE OF IOWA)
) ss:
COUNTY OF JOHNSON)

This instrument was acknowledged before me on June 14, 2024 by Matthew Adam as Manager of Oak Meadow, LLC.




Notary Public - State of Iowa
My commission expires 5-14-2027

CONSERVATION EASEMENT AGREEMENT – OAK MEADOW

THIS AGREEMENT, made and entered into by Oak Meadow, LLC (Subdivider), which expression shall include its successors in interest and assigns, and Johnson County, Iowa (the County), which expression shall include its successors in interest and assigns.

WHEREAS, Subdivider is the owner of certain property within Oak Meadow ("the Subdivision") containing sensitive areas as defined by the Johnson County Unified Development Ordinance and identified in the Sensitive Areas Plan on file for this application; and

WHEREAS, Subdivider does hereby covenant with the County that it is lawfully seized and possessed of the real estate herein described, and Subdivider has good and lawful right to convey it, or any part thereof; and

WHEREAS, pursuant to the Johnson County Unified Development Ordinance Subsection 8:3.5.A.2, the Subdivider shall obtain administrative approval of a Sensitive Areas Report and Sensitive Areas Plat Exhibit (together, "the Sensitive Areas Plan") that conforms to the standards of subchapter 8:3 prior to the Board approving a preliminary, combined, or final plat; and

WHEREAS, the Zoning Administrator approved the Sensitive Areas Plan in conformance with subchapter 8:3 of the Johnson County Unified Development Ordinance, contemporaneous with subdivision of the property platted as Oak Meadow Subdivision; and

WHEREAS, in accordance with the Johnson County Sensitive Areas Ordinance, Subdivider must establish a Conservation Easement over certain property within the subdivision to prevent the impact of development on the sensitive features.

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of \$1.00 or other valuable consideration, the receipt of which is hereby acknowledged, Subdivider hereby grants and conveys to County a conservation easement for the purpose of protecting certain environmentally sensitive areas, in accordance with the Johnson County Sensitive Areas Ordinance and the Sensitive Areas Plan, from being disturbed or constructed upon, over and across the areas designated as "Conservation Easement" as shown on the Final Plat of Oak Meadow, Johnson County, Iowa, and legally described as follows:

Commencing at the Southwest Corner of Section 15, Township 81 North, Range 6 West, of the Fifth Principal Meridian, Johnson County, Iowa; Thence N89°45'57"E, along the South Line of the South One-Half of the Southwest Quarter of said Section 15, a distance of 1339.60 feet; Thence N01°13'22"W, 260.02 feet; Thence N89°45'49"E, 90.52 feet, to the POINT OF BEGINNING; Thence N20°10'23"E, 44.76 feet; Thence N07°52'40"E, 104.32 feet; Thence N14°28'44"W, 25.92 feet; Thence N33°42'00"W, 39.59 feet; Thence N74°28'12"W, 52.42 feet; Thence S82°58'39"W, 21.44 feet; Thence N04°15'23"E, 77.75 feet; Thence Southeasterly, 103.62 feet, along a 464.32 foot radius curve, concave Northeasterly, whose 103.41 foot chord bears S85°26'07"E; Thence N88°45'18"E, 194.38 feet; Thence Northeasterly, 77.90 feet, along a 510.50 foot radius curve, concave Northwesterly, whose 77.82 foot chord bears N84°23'01"E; Thence S01°19'25"W, 60.51 feet; Thence S76°07'20"E, 15.83 feet; Thence S01°00'58"W, 57.60 feet; Thence S87°56'42"E, 162.47 feet; Thence N13°19'45"E, 93.13 feet; Thence N59°03'16"E, 16.55 feet; Thence N00°58'38"E, 127.23 feet; Thence S89°47'09"W, 169.78 feet; Thence S24°58'37"W, 73.89 feet; Thence S55°01'29"W, 20.30 feet; Thence Southwesterly, 72.91 feet, along a 489.50 foot radius

curve, concave Northwesterly, whose 72.84 foot chord bears S84°29'18"W; Thence S88°45'18"W, 194.38 feet; Thence Northwesterly, 98.36 feet, along a 489.50 foot radius curve, concave Northeasterly, whose 98.20 foot chord bears N85°29'17"W; Thence Northwesterly, 137.29 feet, along a 513.39 foot radius curve, concave Southwesterly, whose 136.89 foot chord bears N87°25'20"W; Thence N02°46'15"W, 123.74 feet; Thence N59°33'57"E, 40.11 feet; Thence N39°13'25"W, 156.81 feet; Thence N09°13'17"W, 124.14 feet; Thence N67°55'03"E, 179.11 feet; Thence N01°49'40"E, 130.89 feet; Thence N38°58'42"E, 28.57 feet; Thence N10°36'35"E, 57.29 feet, to a point on the South Right-of-Way Line of Highway 382 NE; Thence Southeasterly, 197.54 feet, along said South Right-of-Way Line on a 3756.43 foot radius curve, concave Southwesterly, whose 197.52 foot chord bears S86°17'24"E; Thence S89°50'35"E, along said South Right-of-Way Line, 98.81 feet; Thence Southeasterly, 574.05 feet, along said South Right-of-Way Line on a 3766.43 foot radius curve, concave Southwesterly, whose 573.49 foot chord bears S78°55'11"E; Thence S74°33'12"E, along said South Right-of-Way Line, 316.81 feet; Thence S39°47'07"E, along said South Right-of-Way Line, 213.87 feet; Thence N89°12'48"E, 24.67 feet, to a Point on the East Line of the South One-Half of the Southwest Quarter of said Section 15, a distance of 606.92 feet; Thence S89°45'49"W, 1249.51 feet, to the POINT OF BEGINNING.

AND

Commencing at the Southwest Corner of Section 15, Township 81 North, Range 6 West, of the Fifth Principal Meridian, Johnson County, Iowa; Thence N89°45'57"E, along the South Line of the South One-Half of the Southwest Quarter of said Section 15, a distance of 1339.60 feet; Thence N01°13'22"W, 474.71 feet; Thence S88°44'04"W, 47.44 feet, to the POINT OF BEGINNING; Thence N10°16'14"W, 38.11 feet; Thence N87°13'56"W, 131.42 feet; Thence S60°29'51"W, 40.25 feet; Thence S09°00'04"W, 62.53 feet; Thence S31°57'40"E, 92.12 feet; Thence S56°43'48"E, 70.48 feet; Thence S89°21'24"E, 59.37 feet; Thence N08°47'58"E, 132.32 feet; Thence N10°16'14"W, 24.87 feet, to the POINT OF BEGINNING.

AND

Beginning at the Southwest Corner of Section 15, Township 81 North, Range 6 West, of the Fifth Principal Meridian, Johnson County, Iowa; Thence N01°18'51"W, along the West Line of the South One-Half of the Southwest Quarter of said Section 15, a distance of 251.55 feet; Thence S88°21'28"E, 64.16 feet; Thence S02°08'05"E, 94.31 feet; Thence S70°54'56"E, 22.87 feet; Thence S11°32'32"E, 75.65 feet; Thence S45°34'46"E, 50.02 feet; Thence N61°44'37"E, 50.68 feet; Thence N75°05'35"E, 149.47 feet; Thence N82°13'18"E, 97.72 feet; Thence N79°56'05"E, 112.17 feet; Thence N02°28'13"W, 19.55 feet; Thence N39°21'06"W, 151.90 feet; Thence N72°04'22"E, 85.16 feet; Thence S80°19'14"E, 324.53 feet; Thence S61°02'40"E, 94.54 feet; Thence S22°00'11"E, 115.16 feet; Thence S88°47'26"E, 303.15 feet; Thence N05°46'48"W, 107.06 feet; Thence S88°54'35"E, 83.04 feet; Thence S01°13'22"E, 183.27 feet, to a Point on the South Line of the South One-Half of the Southwest Quarter of said Section 15; Thence S89°45'57"W, along said South Line, 1339.60 feet, to the Point of Beginning.

AND

Commencing at the Southwest Corner of Section 15, Township 81 North, Range 6 West, of the Fifth Principal Meridian, Johnson County, Iowa; Thence N89°45'57"E, along the South Line of the South One-Half of the Southwest Quarter of said Section 15, a distance of 1339.60 feet; Thence N01°13'22"W, 260.02 feet; Thence N89°45'49"E, 610.55 feet; Thence N00°14'11"W, 162.19 feet, to the POINT OF BEGINNING; Thence N88°34'48"W, 212.21 feet; Thence N01°19'25"E, 65.88

feet; Thence N87°44'08"E, 117.91 feet; Thence N73°55'14"E, 98.41 feet; Thence S00°58'38"W, 103.05 feet, to the POINT OF BEGINNING.

Hereinafter described collectively as "Easement Area."

1. Grant of Easement and Rights of the County. To accomplish the purposes of this easement, the following rights are granted and conveyed to the County, which shall include the right to enter upon and perform any work reasonably necessary to effectuate these rights:
 - (a) To preserve, protect, and maintain the Easement Area consistent with this Agreement.
 - (b) To enter upon the Easement Area at reasonable times in order to monitor compliance with the terms of this easement agreement.
 - (c) To prevent any activity on or use of the Easement Area that is inconsistent activity or use pursuant to this agreement.
2. Permitted Uses of the Easement Areas. Subdivider reserves to itself, its representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area that are not expressly prohibited herein and that are not inconsistent with the purposes of this easement. Without limiting the generality of the foregoing or the restrictions in paragraph 3, the following activities and uses are allowed:
 - (a) Buffer-permitted uses, in accordance with section 8:3.5.B.5.a, within demarcated buffers as shown on the Sensitive Areas Plan.
 - (b) Removal of invasive trees and shrubs in accordance with best management practices for invasive species control
 - (c) Removal of fallen trees for firewood.
 - (d) Birdwatching and wildlife observation
 - (e) Occasional tent camping;
 - (f) Hiking, fishing, hunting, skiing and other recreational activities not involving the use of motorized or wheeled vehicles.

In the event that Subdivider desires to undertake activities not specifically permitted by the foregoing paragraph, and not specifically prohibited by the provisions of Paragraph 3 below, Subdivider shall notify the County in writing not less than thirty (30) days prior to the date Subdivider intends to undertake such activity. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the County to make an informed judgment as to its consistency with the purposes of this easement.

3. Prohibited Uses of the Property. Any activity on or use of the Easement Area inconsistent with the purposes of this easement is prohibited. It shall be the responsibility of the Subdivider and/or a homeowners' association to enforce this Paragraph 3. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
 - (a) Residential, commercial or industrial development;

- (b) Construction, erection, or placement of any building, shed, structure, or hard surface (including gravel) whether recreational, agricultural, residential, commercial, or industrial in nature;
 - (c) Dumping of ashes, trash, rubbish, garbage, or any other materials;
 - (d) Placing billboards, outdoor advertising structures, or advertisement of any kind on the Easement Area, excepting signs of a reasonable size intended for the protection of the Easement Area or the identification of a boundary of the Easement Area;
 - (e) Any exploitation of mineral resources, by either subsurface or surface means;
 - (f) Agricultural practices, including but not limited to, grazing, cultivating, tilling, plowing, or hay cutting;
 - (g) Use of pesticides or herbicides, except for the eradication of species detrimental to the natural beauty and ecological integrity of the Easement Area as approved in advance by the County;
 - (h) Removal of standing trees for any purposes other than for invasive species control and other restoration or maintenance activities that are in accordance with best management and preservation practices and which further the intent of this Conservation Easement;
 - (i) Use of motorized vehicles of any type except as may be necessary or useful for maintenance of the Easement Area or removal of fallen and standing trees in accordance with paragraph 2.c and paragraph 3.h of this easement agreement, and will not result in significant damage to sensitive areas as determined by County;
 - (j) Introduction of non-native plant species, except as may be necessary, with the prior approval of the County, for erosion control purposes;
 - (k) Alteration of the topography or drainage systems, except with prior approval of the County. Alteration of the topography may be authorized for purposes including, but not limited to, erosion control, drainage tile repair, enhancement of wetland values, public safety considerations, or for purposes protective of the natural integrity of the property;
 - (l) Removal of natural materials except as specifically permitted under Paragraph 2 hereof. Control of plant diseases is allowed including the removal of diseased plants with prior approval by the County. Any plant removal for disease control purposes shall be in accordance with good preservation practices and further the intent of this easement;
 - (m) Any act that would disrupt identified wetlands or archeological sites.
4. While this easement and these restrictions shall run with the Subdivision, the County and each owner of a lot in the Subdivision are individually and severally granted rights, but not obligations, of enforcement of this agreement and restrictions. If the County and/or a lot owner determines that Subdivider is in violation of the terms of this agreement, the County and/or lot owner shall give Subdivider written notice of the same. Subdivider shall then cure said violation within whatever reasonable timeframe is dictated by the party giving notice, but shall undertake diligent corrective action within thirty (30) days of such notice.

In the event Subdivider does not timely cure the violation, the County and/or lot owner may but is not obligated to undertake any lawful means to ensure Subdivider cures the violation, including bringing an action at law or in equity in a court of competent jurisdiction to enforce this agreement; to enjoin the violation ex parte as necessary, by temporary or permanent injunction; to recover any damages to which it may be entitled for violation of these terms or injury to any conservation value protected

hereby; and to require the restoration of the Easement Area to the condition that existed prior to any such injury or violation.

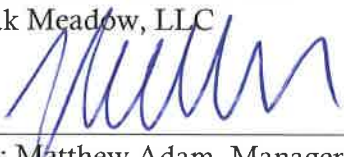
For any violation of the terms of this easement agreement that results in impact to a sensitive area, as defined by Chapter 8:3 of the Johnson County Unified Development Ordinance, corrective action must include a survey of the actual impact boundary and calculated impact area, and the owner of the subdivision shall demonstrate full compliance with Section 8:3.5.B.3 of the Johnson County Unified Development Ordinance.

5. This agreement shall not be construed as creating a right of access by the general public to any portion of the Easement Area, though the County shall at all times have the right to access the Easement Area for any purpose consistent with its responsibilities under this agreement.
6. This conservation easement cannot be terminated or amended without the prior written consent of Johnson County, Iowa.
7. The cost of maintaining the Easement Area and enforcing the terms of this Agreement shall be borne by the Subdivider until all lots in the Subdivision have been conveyed to third parties. Thereafter the cost of maintaining the Easement Area shall be borne by the owner(s) of the Easement Area.
8. Nothing in this Agreement shall be construed to impose an obligation on the County to exercise any of its rights under this Agreement or perform any maintenance or monitoring of the Easement Area, which obligation shall remain on the Subdivider or its successors in interest.
9. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, and all covenants shall apply to and run with the land and with the title to the land.

DATED as of this 14 day of June, 2024

OWNER/SUBDIVIDER:

Oak Meadow, LLC



By: Matthew Adam, Manager

JOHNSON COUNTY, IOWA:



Chairperson, Board of Supervisors

ATTEST:


Trans Weperby
Johnson County Auditor, or designee

STATE OF IOWA, COUNTY OF JOHNSON, ss:

This instrument was signed and acknowledged before me on this 14th day of June, 2024, by Matthew Adam as Manager of Oak Meadow, LLC.



Julie Agnew
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF JOHNSON, ss:

On this 27 day of June, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rod Sullivan, and Erin Shave, to me personally known, who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and the Auditor, or designee, respectively, of the County of Johnson, State of Iowa, executing the within and foregoing instrument; that the seal affixed thereto is the seal of said municipal corporation; that said instrument was signed and sealed on behalf of said County by authority of its Board of Supervisors; and that the said Chairperson and Johnson County Auditor, or designee, as such officials acknowledged the execution of said instrument to be the voluntary act and deed of said County of Johnson, Iowa, by it and by them voluntarily executed.

Nancy K. Rahmes
Notary Public in and for the State of Iowa



BANK PERFORMANCE AGREEMENT

WHEREAS, Oak Meadow, LLC (hereinafter referred to as "Applicant") has commenced development pursuant to a previously approved preliminary plat for Oak Meadow (Johnson County Application 11265-001 and has now filed an application for final plat approval; and

WHEREAS, Applicant is the owner of the real property located in Johnson County, Iowa, which is legally described as:

Beginning at the Southwest Corner of Section 15, Township 81 North, Range 6 West, of the Fifth Principal Meridian, Johnson County, Iowa; Thence N01°18'51"W, along the West Line of the South One-Half of the Southwest Quarter of said Section 15, a distance of 1268.80 feet, to its intersection with the South Right-of-Way Line of Highway 382 NE; Thence S89°55'28"E, along said South Right-of-Way Line, 64.67 feet; Thence S62°56'53"E, along said South Right-of-Way Line, 81.56 feet; Thence S89°55'28"E, along said South Right-of-Way Line, 34.53 feet; Thence N70°29'59"E, along said South Right-of-Way Line, 127.78 feet; Thence S00°06'56"E, along said South Right-of-Way Line, 15.81 feet; Thence S89°28'13"E, along said South Right-of-Way Line, 477.41 feet; Thence N89°14'07"E, along said South Right-of-Way Line, 276.33 feet; Thence S83°59'53"E, along said South Right-of-Way Line, 48.26 feet; Thence S89°56'41"E, along said South Right-of-Way Line, 130.30 feet; Thence Southeasterly, 338.40 feet, along said South Right-of-Way Line on a 3756.43 foot radius curve, concave Southwesterly, whose 338.28 foot chord bears S87°21'51"E; Thence S89°50'35"E, along said South Right-of-Way Line, 98.81 feet; Thence Southeasterly, 574.05 feet, along said South Right-of-Way Line on a 3766.43 foot radius curve, concave Southwesterly, whose 573.49 foot chord bears S78°55'11"E; Thence S74°33'12"E, along said South Right-of-Way Line, 316.81 feet; Thence S39°47'07"E, along said South Right-of-Way Line, 213.87 feet; Thence N89°12'48"E, 24.67 feet, to a Point on the East Line of the South One-Half of the Southwest Quarter of said Section 15, a distance of 606.92 feet; Thence S89°45'49"W, 1340.03 feet; Thence S01°13'22"E, 260.02 feet, to a Point on the South Line of the South One-Half of the Southwest Quarter of said Section 15; Thence S89°45'57"W, along said South Line, 1339.60 feet, to the Point of Beginning. Said Oak Meadows contains 65.63 Acres, and is subject to easements and restrictions of record.

WHEREAS, Applicant desires to obtain approval from the Johnson County Board of Supervisors for final plat approval of Oak Meadow, but due to weather and to allow time for grass to grow, required improvements have not been completed, as listed on Exhibit A containing an engineer's cost estimate for remaining improvements, and shown on Exhibit B containing the plan set of construction drawings, all of which is attached hereto and by this reference is made a part hereof; and

WHEREAS, as an inducement for Johnson County to approve the final plat and subdivision of Oak Meadow as requested by Applicant, and as a means of ensuring compliance with the construction and installation of all required improvements as shown on the attached Exhibit B, the Applicant hereby commits to providing financial assurance to ensure the completion of all improvements as listed on the cost-estimate attached as Exhibit A in a timely manner; and

WHEREAS, the amount of \$36,625.00 will be necessary to complete the construction and installation of all required improvements, which includes a 25% construction contingency, and which amount is supported by the Cost Estimate prepared by a professional engineer, attached hereto as Exhibit A; and

WHEREAS, Applicant offers to guarantee completion and installation of the improvements as specified above and in Exhibit A by obtaining and pledging a Standby Letter of Credit ("Letter"), in the amount of \$36,625.00 from West Bank, located in Coralville Iowa, to and for the benefit of Johnson County, a copy of which is attached hereto as Exhibit C and incorporated in this Agreement by this reference; and

WHEREAS, the parties agree that after all required improvements as listed on the attached Exhibit A have been completed and installed, and certified "as-built" in accordance with the Johnson County Unified Development Ordinance, the Letter of Credit may then be cancelled; and

WHEREAS, the Johnson County Zoning Administrator and the Johnson County Attorney have been provided the Letter in advance of execution of the Agreement for review, have approved the use of the Letter to satisfy the performance agreement requirement, and have agreed that the terms and conditions of this Agreement and Letter, and Applicant's performance hereunder, will protect the interests of Johnson County herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER SET FORTH, IT IS AGREED BETWEEN JOHNSON COUNTY, IOWA, APPLICANT, AND WEST BANK AS FOLLOWS:

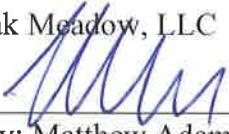
1. Applicant agrees to construct and install the improvements in conformance with the approved stormwater management plan, and as shown on the plan set of construction drawings shown on Exhibit B.
2. Coincident with approval of Applicant's final plat, Applicant shall deliver the Letter to Johnson County, Iowa. The Letter shall serve as security payment of the specified amount in the event all required improvements as listed on the attached Exhibit A are not completed by September 30, 2024, and the parties hereto agree that the Letter shall remain in effect until West Bank receives a written authorization from the Johnson County Zoning Administrator to cancel said Letter. Said authorization shall be provided within 30 days of Applicant providing the proper documentation to the Johnson County Zoning Administrator that the said improvements have been completed and certified.
3. Johnson County and Applicant agree that the amount specified in the Letter represents approximately one hundred and twenty five percent (125%) of the cost of completing and installing all required improvements as listed on the attached Exhibit A and that the Johnson County Zoning Administration will authorize cancellation of the Letter upon being satisfied that the improvements have been completed and installed in a timely and satisfactory manner and as shown on Exhibit B.
4. Applicant and West Bank agree that, if not cancelled by September 30, 2024, as a result of Applicant's timely construction and installation of the improvements as listed on Exhibit A and shown on Exhibit B, the Letter shall continue until its cancellation has been authorized by the Johnson County Zoning Administrator.
5. In the event that the improvements as listed on the attached Exhibit A have not been completed

and installed by September 30, 2024, Applicant shall be obliged to pay Johnson County in the sum of \$36,625.00 and the County may use the Letter to receive payment and apply such funds towards the completion and installation of the improvements listed on Exhibit A. West Bank agrees to pay over the funds to Johnson County upon request in writing to do so by the Johnson County Attorney. The Johnson County Zoning Administrator may grant an extension of this deadline, and any forbearance or failure of Johnson County to insist on the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the Applicant and West Bank with respect thereto shall continue in full force and effect for the completion and installation of all required improvements as listed on the attached Exhibit A and shown on the attached Exhibit B.

6. If the cost of the completion and installation of all required improvements as listed on the attached Exhibit A exceeds the amount specified in the Letter, Johnson County shall have a lien and charge against the Project Site for the balance of the cost, in addition to any direct claim against Applicant. In the event Johnson County has proceeded to complete the construction and installation of the improvements due to Applicant's default, if the amount of payment demanded and received by the County exceeds the cost of construction and installation of the improvements, the County shall refund to Applicant any amount received from the Letter but not used by the County for construction of the same, net of all associated expenses incurred by the County.
7. In the event that a dispute arises as to whether Applicant has completed the required improvements as listed on the attached Exhibit A, and shown on attached Exhibit B, or as subsequently agreed to by the County and Applicant, in writing, the Letter shall remain in effect until any dispute between the parties is resolved. Applicant agrees that West Bank is authorized to use the Letter to satisfy any Court Order, binding arbitration award, or mutual settlement between the parties if Applicant does not satisfy such order, award, or settlement. Any remaining amount together with the interest accrued thereon shall be returned to Applicant.
8. The expenses of the Letter, if any, shall be the sole obligation of Applicant. West Bank shall have no obligation under this Agreement except as set out herein, and Johnson County and Applicant agree that there is no obligation on West Bank to perform the obligations of the County or of Applicant, except of payment of amounts promised by Applicant to Johnson County in Paragraph 5 above.
9. The Johnson County Zoning Administrator will make a determination as to whether all required improvements as listed on the attached Exhibit A have been completed in a satisfactory manner within 30 days of request and documentation from Applicant, and if the Letter should be cancelled, within a reasonable amount of time following a request to make such a determination by Applicant. Johnson County further agrees that it will immediately notify West Bank and Applicant, in writing, when such a determination has been made and that the Letter should be cancelled. Such Notice will authorize West Bank to cancel the Letter.

Dated this 14 day of June, 2024 at Iowa City, IA

Oak Meadow, LLC



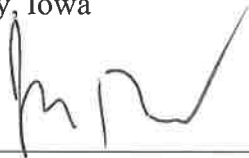
By: Matthew Adam, Manager

West Bank



By: Ryan Murphy, Vice President

Johnson County, Iowa



By: Joshua Busard, Director, or designee
Planning, Development & Sustainability

EXHIBIT A: Cost Estimate

EXHIBIT B: Plan Set of Construction Drawings

EXHIBIT C: Bank Letter of Credit



MMS Consultants, Inc.
Experts in Planning and Development Since 1975

Exhibit A

1917 S. Gilbert Street
Iowa City, Iowa 52240

319.351.8282

mmsconsultants.net
mms@mmsconsultants.net

June 5, 2024

Oak Meadow Performance Agreement Cost Estimation

PROJECT #:	11265-001
PROJECT NAME:	Oak Meadow
DATE:	6/5/2024
PREPARED BY:	BJC

CONSTRUCTION COST					
ITEM #	ITEM DESCRIPTION	UNIT	UNIT PRICE	ESTIMATE QUANTITY	EXTENDED AMOUNT
EROSION CONTROL MEASURES AND SITE GRADING					
1	Rural Seeding, Fertilizing and Mulching	Acre	\$ 800.00	27	\$ 21,600.00
2	Re-grading of swale and berm from lots 1 through 5	LS	\$ 2,500.00	1	\$ 2,500.00
3	Lots 1 through 5 Silt Fence	LS	\$ 500.00	1	\$ 500.00
4	Filter Sock Check Dams for lots 1 through 5	LS	\$ 500.00	1	\$ 500.00
5	Erosion Control Matting through lot 2	LS	\$ 1,000.00	1	\$ 1,000.00
6			\$ -		\$ -
Total					\$ 26,100.00
TOTAL AMOUNT					\$ 26,100.00
PLANNING AND ENGINEERING					\$ -
25% CONSTRUCTION CONTINGENCY					\$ 6,525.00
TOTAL EXTENDED AMOUNT					\$ 32,625.00

Engineer's Opinions of Probable Construction Costs provided for herein are made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Engineer has no control of the cost of labor, equipment, or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable Construction Cost prepared by Engineer. Actual required quantities will vary from this estimate. Owner/Contractor to verify all required quantities and other estimate items, permits, fees, etc. not included above that may be specified in the Construction documents. If Owner wishes for greater assurance as to probable Construction Cost, owner shall employ an independent cost estimator.

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Iowa.
Signed:



Ronald L. Amelon, P.E. IA. Lic. No. 14201
My biennial license renewal date is December 31, 2025

All Pages in this document are covered by this seal.

**CML ENGINEERS
LAND PLANNER
LAND SURVEYOR**

**LANDSCAPE ARCHITECTURE
ENVIRONMENTAL SPECIALISTS**

11715 S. DUNCAN ST.
SUITE 100
KNOXVILLE, TENNESSEE 37922
(615) 596-0001
WWW.CML-ENGINEERS.COM

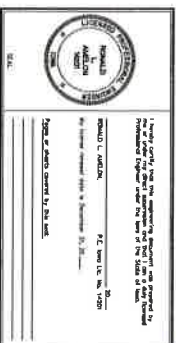
[illegible]

GI100	TITLE SHEET
CD100	DEMOLITION PLAN
CG100	OVERALL GRADING AND EROSION CONTROL PLAN AND SWPPP
CG101	GRADING PLAN NORTH AREA
CG102	GRADING PLAN SOUTH AREA
CG103	DETAILED BASIN GRADING PLAN
CU100	WATER MAIN PLAN
CU131	WELL PLAN AND DETAILS
CU132	WELL HOUSE PLAN AND DETAILS
CU160	STORM SEWER PLAN AND PROFILE
CU161	STORM SEWER PLAN AND PROFILE
CU162	DETAILED BASIN PLAN AND DETAILS
CU650	GENERAL NOTES AND DETAILS
CP100	PAVING PLAN AND PROFILE: STROMAN DRIVE NE
CP101	PAVING PLAN AND PROFILE: MINNER LAKE NE
CP102	PAVING PLAN AND PROFILE: VOLMERT LANE NE
CP103	PAVING PLAN AND PROFILE: STROMAN ROUND-ABOUT CURB RETURNS
CP400	INTERSECTION DETAILS
CP401	INTERSECTION DETAILS
CP402	JOINTING DETAILS AND ADA
CP403	JOINTING DETAILS AND ADA
CT100	OVERALL TRAIL DETOUR AND ADVANCED WARNING LAYOUT
CT101	WEST AND EAST TRAIL DETOUR LAYOUT

THE
COMBINED
BULL, BULL DOG
AND
CATTLE
BREEDERS
ASSOCIATION
OF
THE
UNITED STATES
OF AMERICA
IS
THE
SOURCE OF CATTLE
BULL DOGS
AND
CATTLE
BREEDS
FOR
THE
UNITED STATES
OF AMERICA
AND
THE
CANADA
AND
THE
MEXICO
AND
THE
CUBA
AND
THE
HAWAII
AND
THE
PHILIPPINES
AND
THE
INDONESIA
AND
THE
MALAYSIA
AND
THE
SINGAPORE
AND
THE
THAILAND
AND
THE
VIETNAM
AND
THE
LAOS
AND
THE
BURMA
AND
THE
CAMBODIA
AND
THE
MYANMAR
AND
THE
NEPAL
AND
THE
BHUTAN
AND
THE
BANGLADESH
AND
THE
INDIA
AND
THE
PAKISTAN
AND
THE
AFGHANISTAN
AND
THE
IRAN
AND
THE
IRAQ
AND
THE
KUWAIT
AND
THE
SAUDI ARABIA
AND
THE
YEMEN
AND
THE
OMAN
AND
THE
UNITED ARAB EMIRATES
AND
THE
QATAR
AND
THE
BAHRAIN
AND
THE
KUWAIT
AND
THE
SAUDI ARABIA
AND
THE
YEMEN
AND
THE
OMAN
AND
THE
UNITED ARAB EMIRATES
AND
THE
QATAR
AND
THE
BAHRAIN

ECONOMIC INFORMATION			
model	description	date	iteration
01	74000	00000	001 1st 1000 points of 100000 100000 points of 100000 100000 points of 100000 100000 points of 100000
HORIZONTAL CONTROL			
point	description	iteration	iteration
01	000000.00	000000.00	000000.00
02	000000.00	000000.00	000000.00
03	000000.00	000000.00	000000.00
04	000000.00	000000.00	000000.00
05	000000.00	000000.00	000000.00
06	000000.00	000000.00	000000.00
07	000000.00	000000.00	000000.00
08	000000.00	000000.00	000000.00
09	000000.00	000000.00	000000.00
10	000000.00	000000.00	000000.00
11	000000.00	000000.00	000000.00
12	000000.00	000000.00	000000.00
13	000000.00	000000.00	000000.00
14	000000.00	000000.00	000000.00
15	000000.00	000000.00	000000.00
16	000000.00	000000.00	000000.00
17	000000.00	000000.00	000000.00
18	000000.00	000000.00	000000.00
19	000000.00	000000.00	000000.00
20	000000.00	000000.00	000000.00
21	000000.00	000000.00	000000.00
22	000000.00	000000.00	000000.00
23	000000.00	000000.00	000000.00
24	000000.00	000000.00	000000.00
25	000000.00	000000.00	000000.00
26	000000.00	000000.00	000000.00
27	000000.00	000000.00	000000.00
28	000000.00	000000.00	000000.00
29	000000.00	000000.00	000000.00
30	000000.00	000000.00	000000.00
31	000000.00	000000.00	000000.00
32	000000.00	000000.00	000000.00
33	000000.00	000000.00	000000.00
34	000000.00	000000.00	000000.00
35	000000.00	000000.00	000000.00
36	000000.00	000000.00	000000.00
37	000000.00	000000.00	000000.00
38	000000.00	000000.00	000000.00
39	000000.00	000000.00	000000.00
40	000000.00	000000.00	000000.00
41	000000.00	000000.00	000000.00
42	000000.00	000000.00	000000.00
43	000000.00	000000.00	000000.00
44	000000.00	000000.00	000000.00
45	000000.00	000000.00	000000.00
46	000000.00	000000.00	000000.00
47	000000.00	000000.00	000000.00
48	000000.00	000000.00	000000.00
49	000000.00	000000.00	000000.00
50	000000.00	000000.00	000000.00
51	000000.00	000000.00	000000.00
52	000000.00	000000.00	000000.00
53	000000.00	000000.00	000000.00
54	000000.00	000000.00	000000.00
55	000000.00	000000.00	000000.00
56	000000.00	000000.00	000000.00
57	000000.00	000000.00	000000.00
58	000000.00	000000.00	000000.00
59	000000.00	000000.00	000000.00
60	000000.00	000000.00	000000.00
61	000000.00	000000.00	000000.00
62	000000.00	000000.00	000000.00
63	000000.00	000000.00	000000.00
64	000000.00	000000.00	000000.00
65	000		

UTILITY COMPANY CONTACTS			
Service #		Service Name	
TELEPHONE #	TELEPHONE #	TELEPHONE #	TELEPHONE #
CABLE TV	CABLE TV	CABLE TV	CABLE TV
WATER, GAS	WATER, GAS	WATER, GAS	WATER, GAS
SEWERAGE	SEWERAGE	SEWERAGE	SEWERAGE
TELEPHONE #	TELEPHONE #	TELEPHONE #	TELEPHONE #
CABLE TV	CABLE TV	CABLE TV	CABLE TV
WATER, GAS	WATER, GAS	WATER, GAS	WATER, GAS
SEWERAGE	SEWERAGE	SEWERAGE	SEWERAGE
TELEPHONE #	TELEPHONE #	TELEPHONE #	TELEPHONE #
CABLE TV	CABLE TV	CABLE TV	CABLE TV
WATER, GAS	WATER, GAS	WATER, GAS	WATER, GAS
SEWERAGE	SEWERAGE	SEWERAGE	SEWERAGE

[illegible]JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.

01/18/2022	01/18/2022
Assigned to	Assigned to
ELC/MLA	ELC/MLA
Open to	Open to
ATF	ATF
Revised for	Revised for
MLA	MLA
Project no.	Project no.
11265-001	G1100



OAK ENGINEERS
LAND PLANNERS
LAND SURVEYORS
ENVIRONMENTAL SPECIALISTS

11285-001
1/16/2024
11285-001

11285-001
1/16/2024
11285-001

DEMOLITION PLAN

OAK MEADOW

JOHNSON COUNTY
IOWA

11285-001

11285-001



[illegible]

RECORD OF CONSTRUCTION

This drawing was being revised to incorporate the RECEIVING OF CONSTRUCTION AS PERMITTED BY THE COMMISSION AND / OR THE INSPECTIONS AT THE TIME OF COMPLETION OF THE WORK SET FORTH ON THIS DRAWING.

Date Revisions: 12/20/123 ADP

FOOTING

ENTRANCE QUALITY SCORES

[illegible]JOHNSON COUNTY
IOWA

GRADING PLAN
NORTH AREA

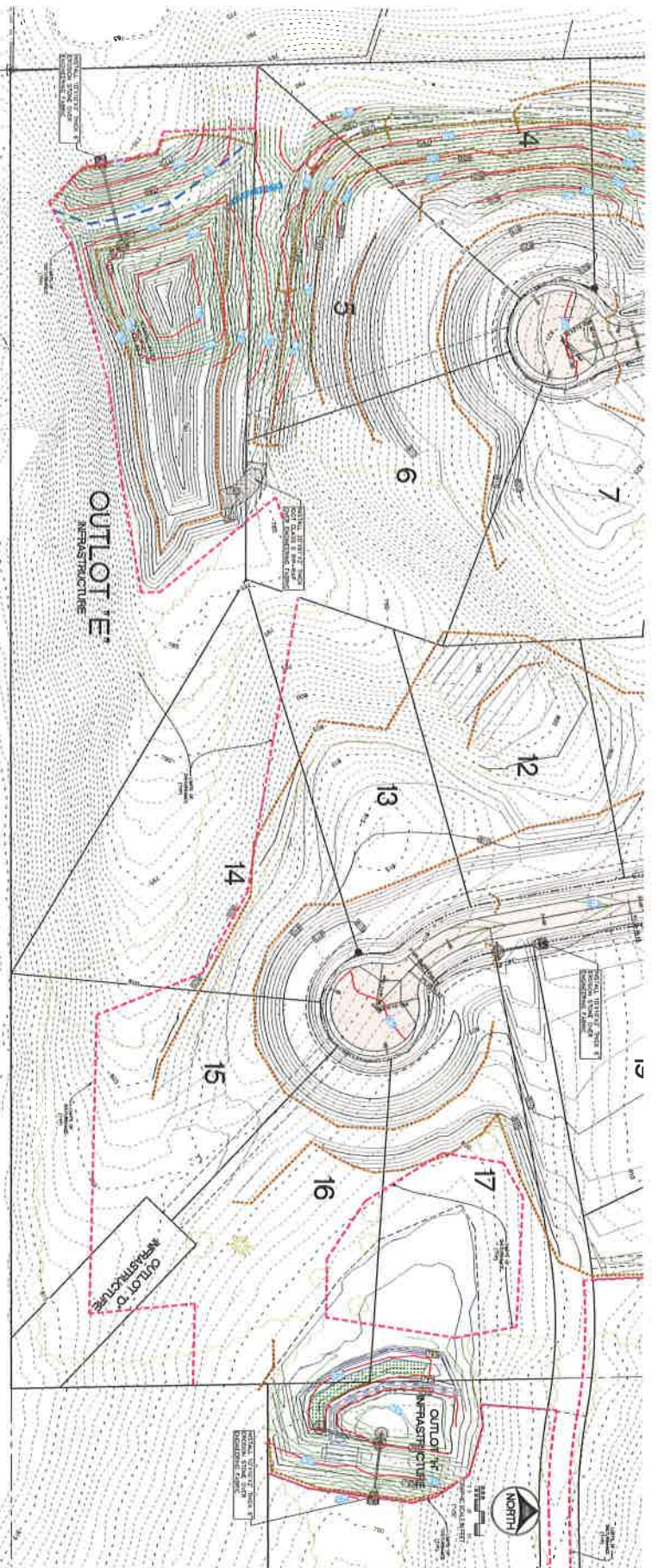
[illegible]

CIVIL ENGINEER
LAND PLANNER
LAND SURVEYOR
LANDSCAPE ARCHITECT
ENVIRONMENTAL SPECIALISTS

1817 S. OLBERT ST.
ROMA CITY, IOWA 52242
(319) 351-4228

WWW.MITCHELLBULLARD.COM

MMIS CONSULTANTS, INC.	Date	01/18/2002
Shipped to:	PO Box no:	
LOC-01A		
Shipped by:	Mode:	7-50
003		
Ordered to:	Order no:	
01A		
Project no:		
11265-001		CG101



EROSION CONTROL LEGEND

DESIGN EROSION CONTROL MEASURES, INCLUDING BUT NOT LIMITED TO, SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE FOLLOWING STANDARDS AND SPECIFICATIONS:

- DESIGN EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE FOLLOWING STANDARDS AND SPECIFICATIONS:
- DESIGN EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE FOLLOWING STANDARDS AND SPECIFICATIONS:
- DESIGN EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE FOLLOWING STANDARDS AND SPECIFICATIONS:

STANDARD LEGEND AND NOTES

THE FOLLOWING LEGEND AND NOTES SHALL BE USED TO INTERPRET THE GRADING PLAN:

- THE FOLLOWING LEGEND AND NOTES SHALL BE USED TO INTERPRET THE GRADING PLAN:
- THE FOLLOWING LEGEND AND NOTES SHALL BE USED TO INTERPRET THE GRADING PLAN:
- THE FOLLOWING LEGEND AND NOTES SHALL BE USED TO INTERPRET THE GRADING PLAN:

RECORD OF CONSTRUCTION
THE RECORD OF CONSTRUCTION SHALL BE MAINTAINED IN ACCORDANCE WITH THE FOLLOWING STANDARDS AND SPECIFICATIONS:

RECORD OF CONSTRUCTION SHALL BE MAINTAINED IN ACCORDANCE WITH THE FOLLOWING STANDARDS AND SPECIFICATIONS:



DNL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

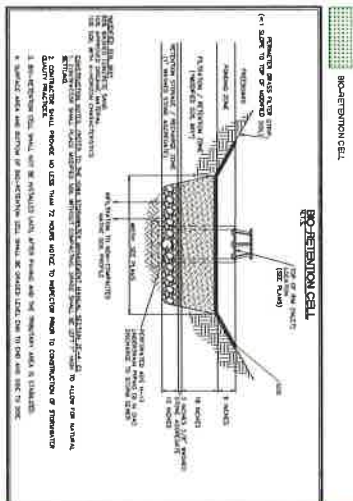
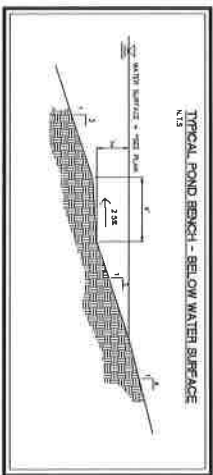
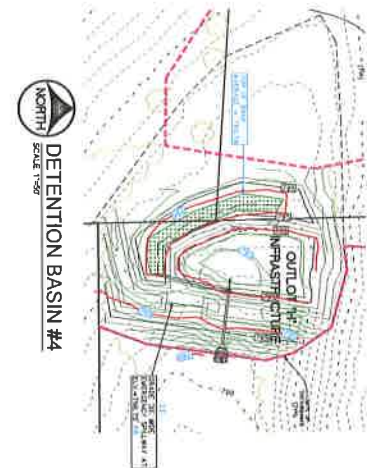
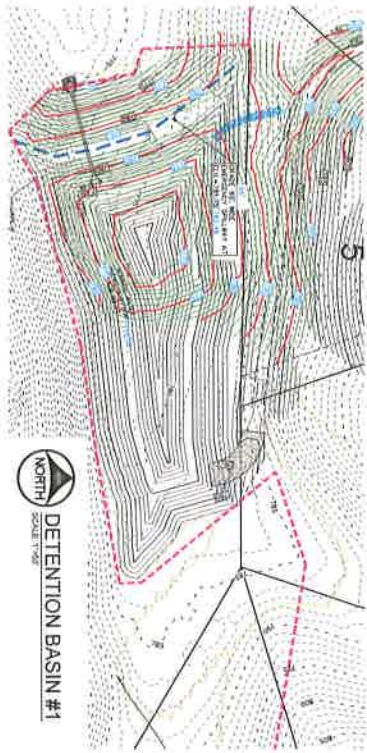
11285-001

GRADING PLAN:
SOUTH AREA

OAK MEADOW

JOHNSON COUNTY
IOWA

DNL CONSULTANTS, INC.
11285-001



MMS CONSULTANTS, INC.
1000 PLYMOUTH
LANE SUITE 200
ANN ARBOR MI 48106
313.963.1234
WWW.MMSCONSULTANTS.COM

DETENTION BASIN #3 AND OUTLOT "B" BIO-CELL

OAK MEADOW

JOHNSON COUNTY
IDOKA

MMS CONSULTANTS, INC.
1000 PLYMOUTH
LANE SUITE 200
ANN ARBOR MI 48106
313.963.1234
WWW.MMSCONSULTANTS.COM
CG103





AMS ENGINEERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

11285-001

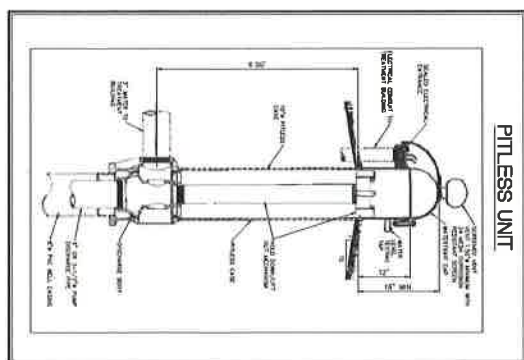
WATER MAIN PLAN

OAK MEADOW

JOHNSON COUNTY

IOWA

AMS CONSULTANTS, INC.
11285-001
01/18/2012
11285-001

[illegible]

CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

WITH OFFICES AT
DOW CITY, MISSOURI
ST. LOUIS, MISSOURI
AND
CHICAGO, ILLINOIS

INVESTMENT MANAGEMENT, INC.
10000 W. 111TH AVENUE, SUITE 100
OVERLAND PARK, MISSOURI 66213
(816) 431-1000



**WELL SITE,
HOUSE PLAN,
AND DETAILS**

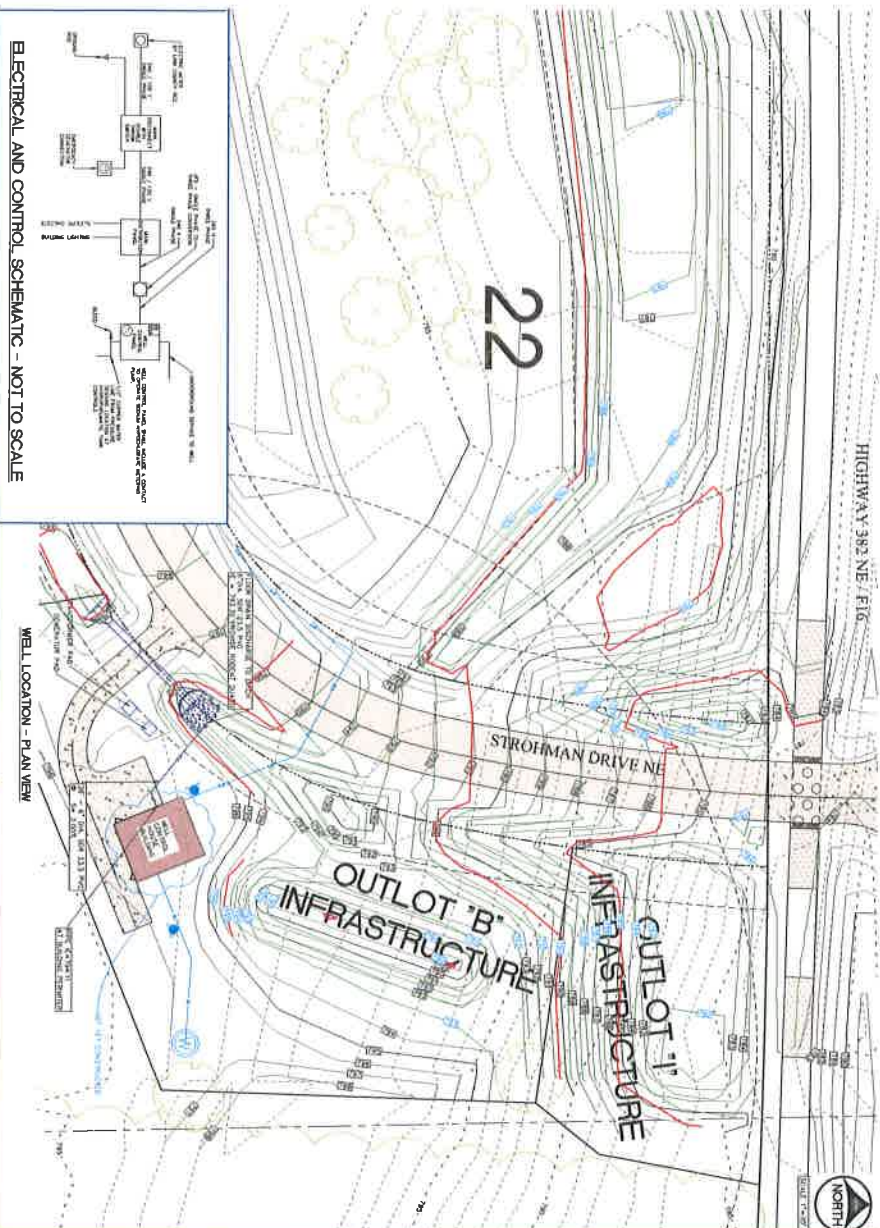
OAK MEADOW
JOHNSON COUNTY
IOWA

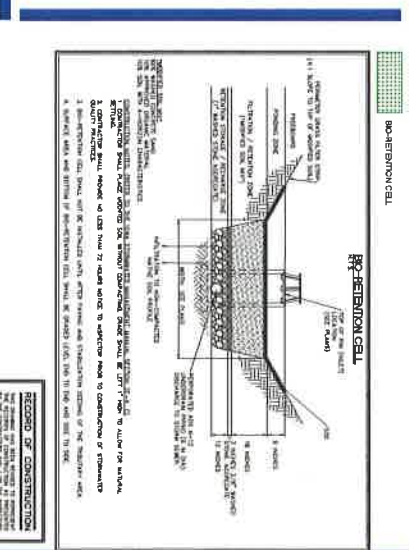
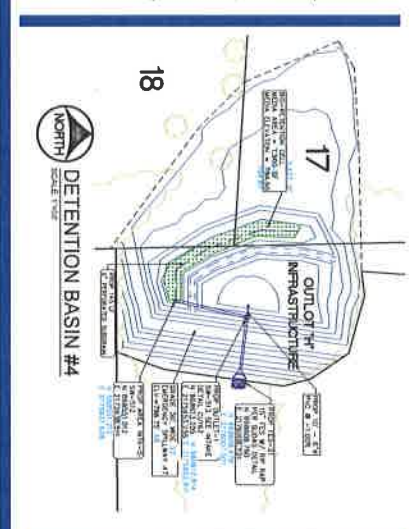
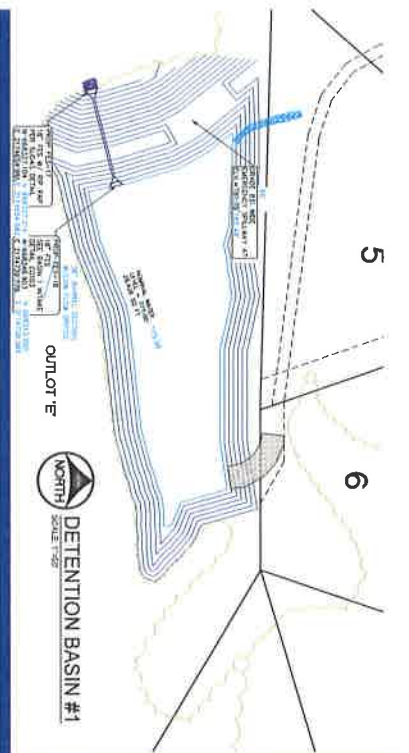
RECORD OF CONSTRUCTION

THE DRAWING HAS BEEN REVIEWED TO RECORDED THE RECORD OF CONSTRUCTION AS PREPARED BY THE CONTRACTOR AND IS BEING FILED IN THE FILE OF CONSTRUCTION OF THE WORK IN THE OFFICE OF THE ENGINEER.

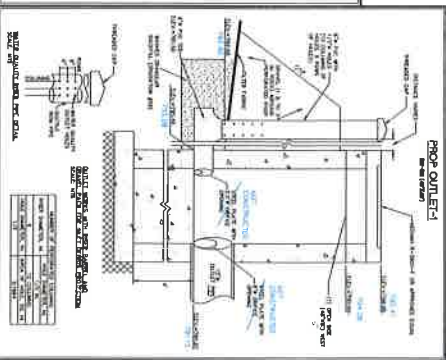
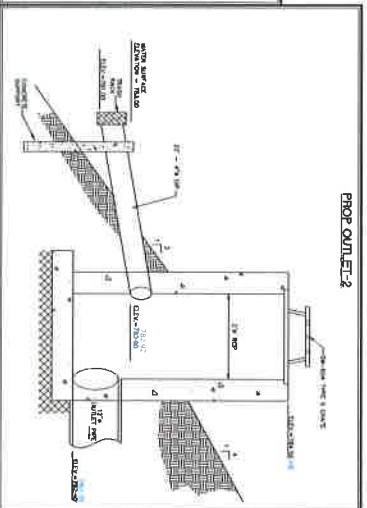
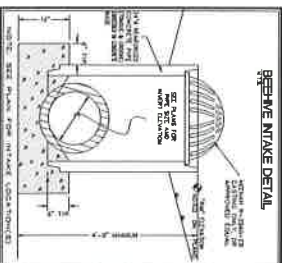
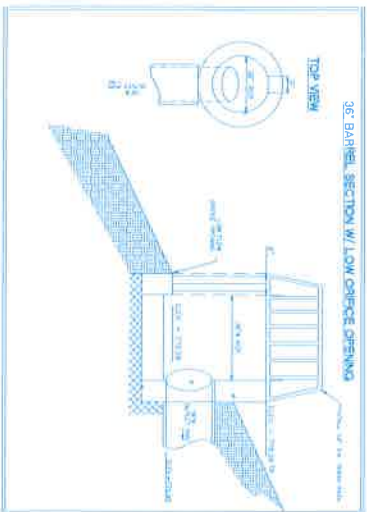
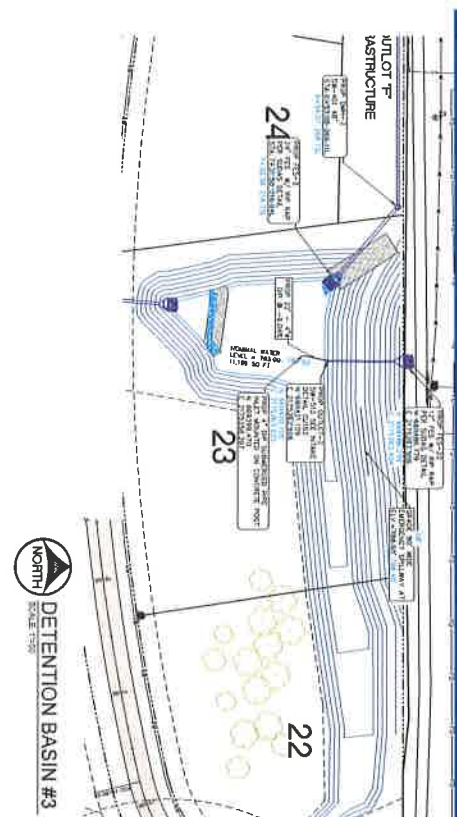
Date Issued: 12/29/73 ADP

COPIES DESTROYED DATE





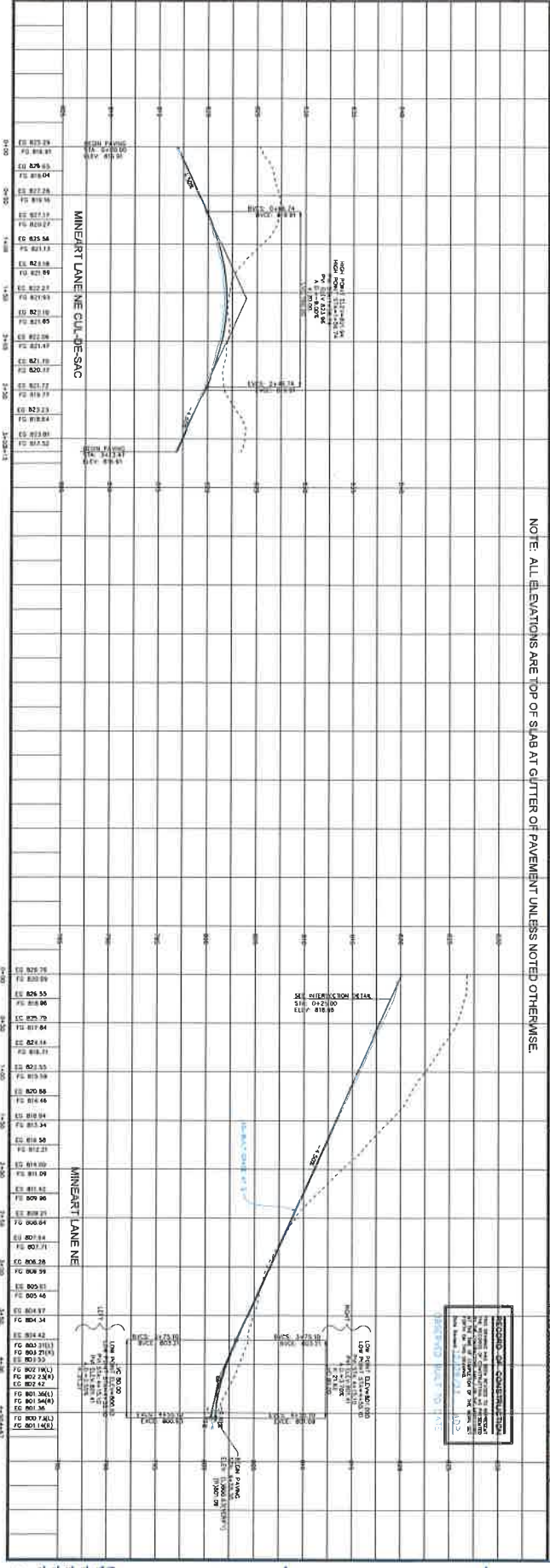
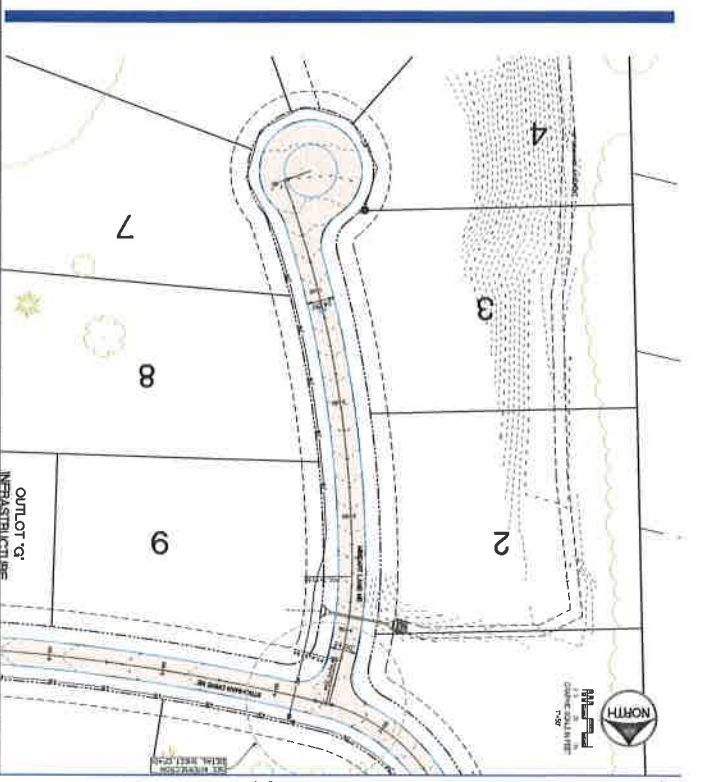
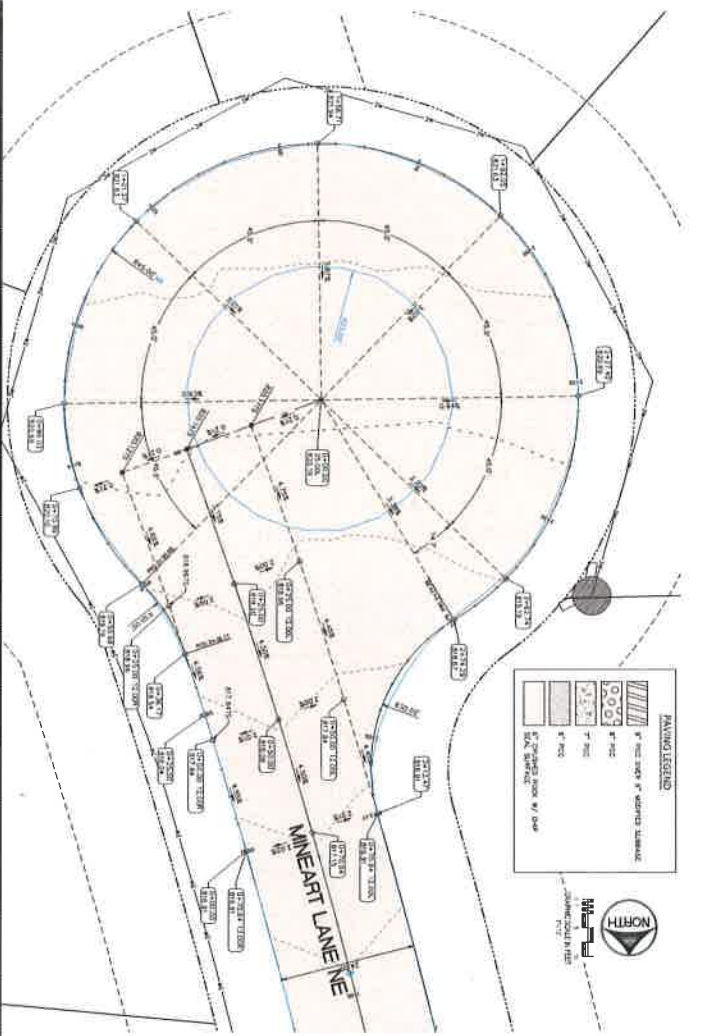
OAK BUSINESS LAND SERVICES
LANDSCAPE ARCHITECTS
1715 N. 10TH ST.
SUITE 100
MILWAUKEE, WI 53233
WWW.MLSLAWSON.COM



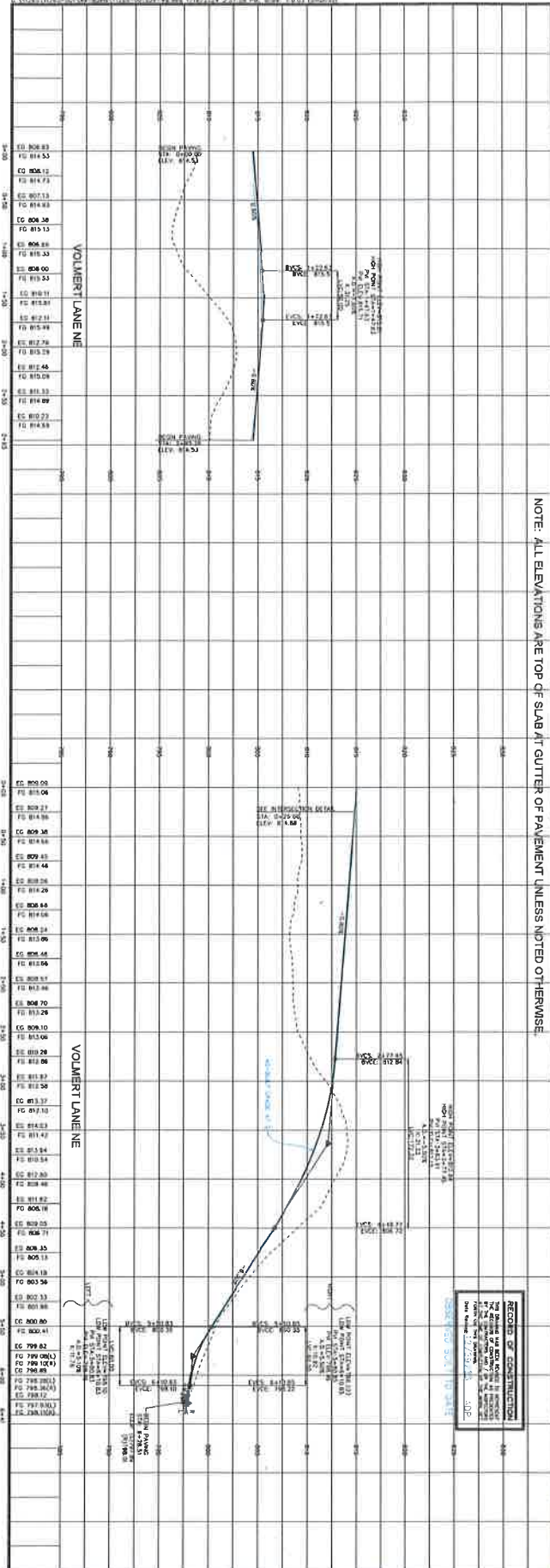
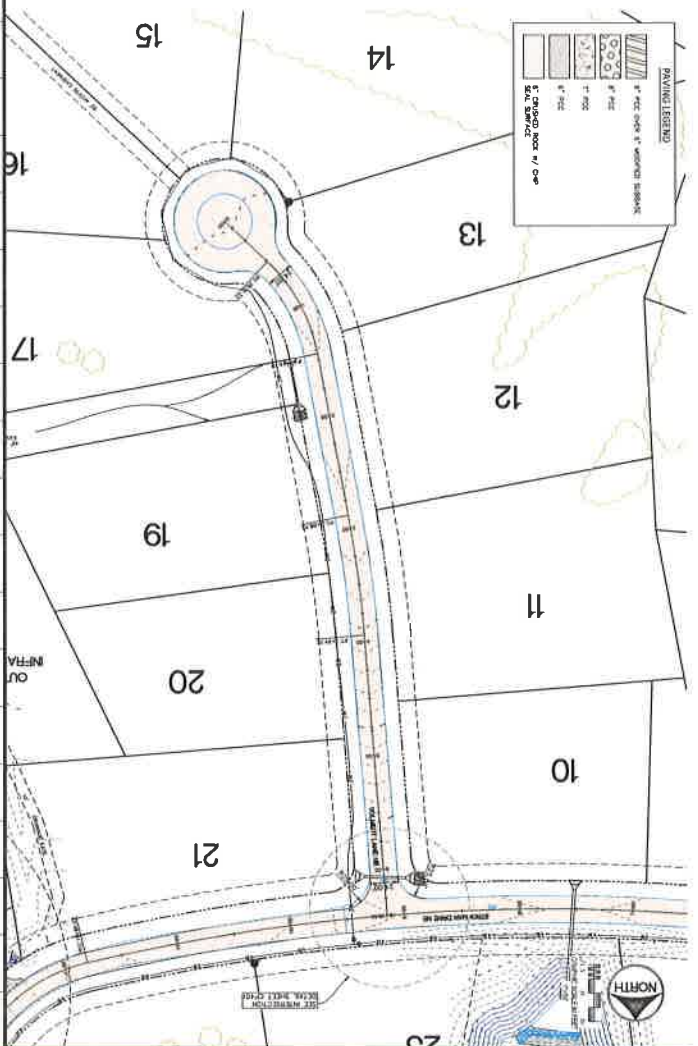
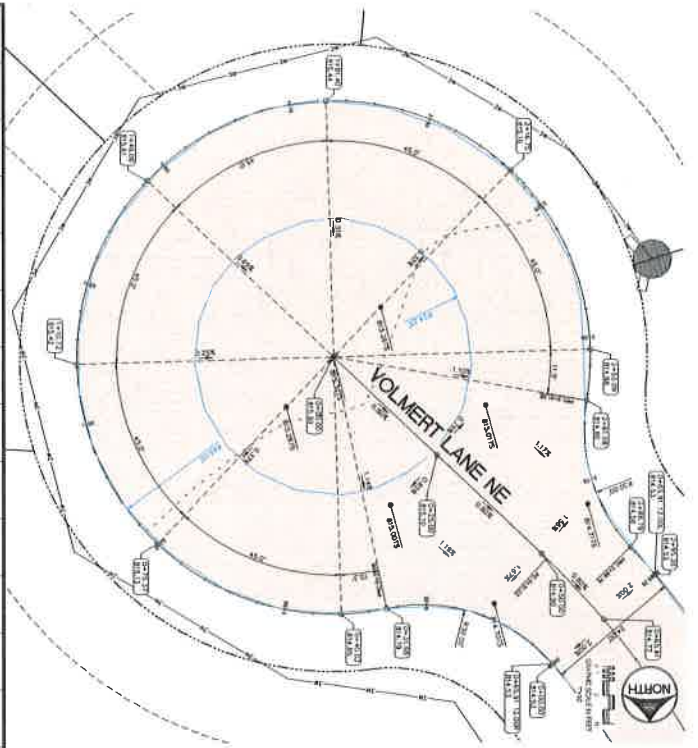
OAK MEADOW
JOHNSON COUNTY
IDA

AMS CONSULTANTS, INC.
01/16/2022
1285-001
CU162

DETAILED BASIN PLAN AND DETAILS



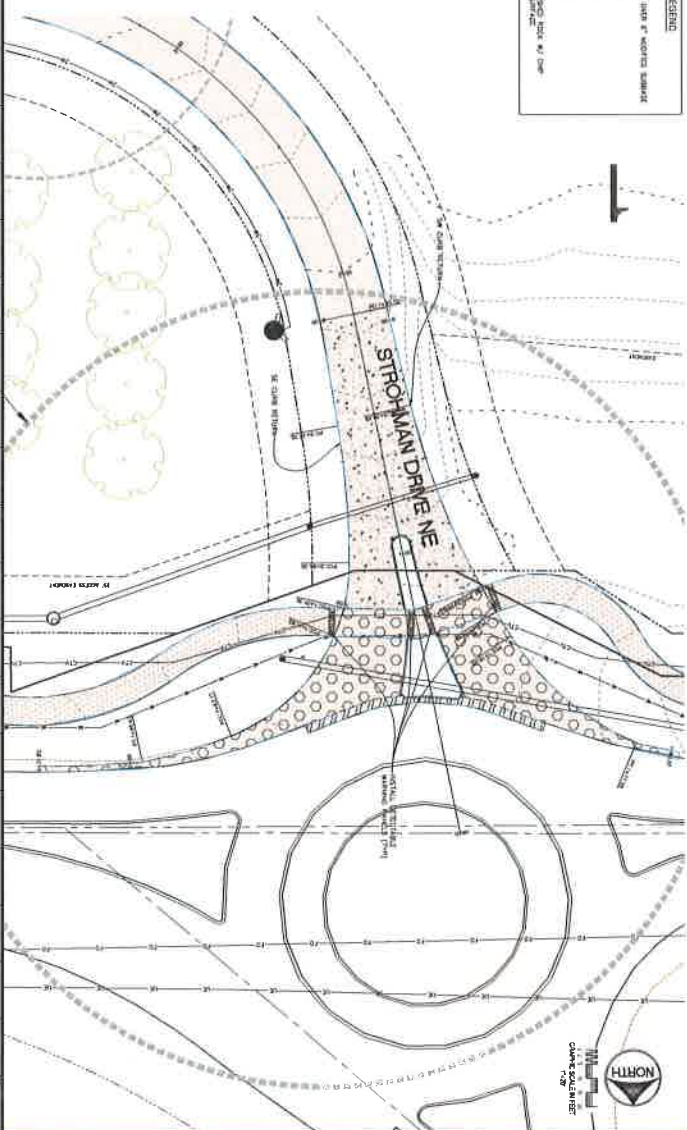
NOTE: ALL ELEVATIONS ARE TOP OF SLAB AT GUTTER OF PAVEMENT UNLESS NOTED OTHERWISE.



PAVING LEGEND

	P ^c PCC layer		A ^c ACOTIS substrate
	F ^r FRC		H ^c HCL
	F ^f FCB		C ^b CRCP base w/ DOW
	H ^s HCL surface		

NOTE: ALL ELEVATIONS ARE TOP OF SLAB AT GUTTER OF PAVEMENT UNLESS NOTED OTHERWISE



SW RO UND-A-BOUT CURB RETURN

SE ROUND-A-BOUT CURB RETURN

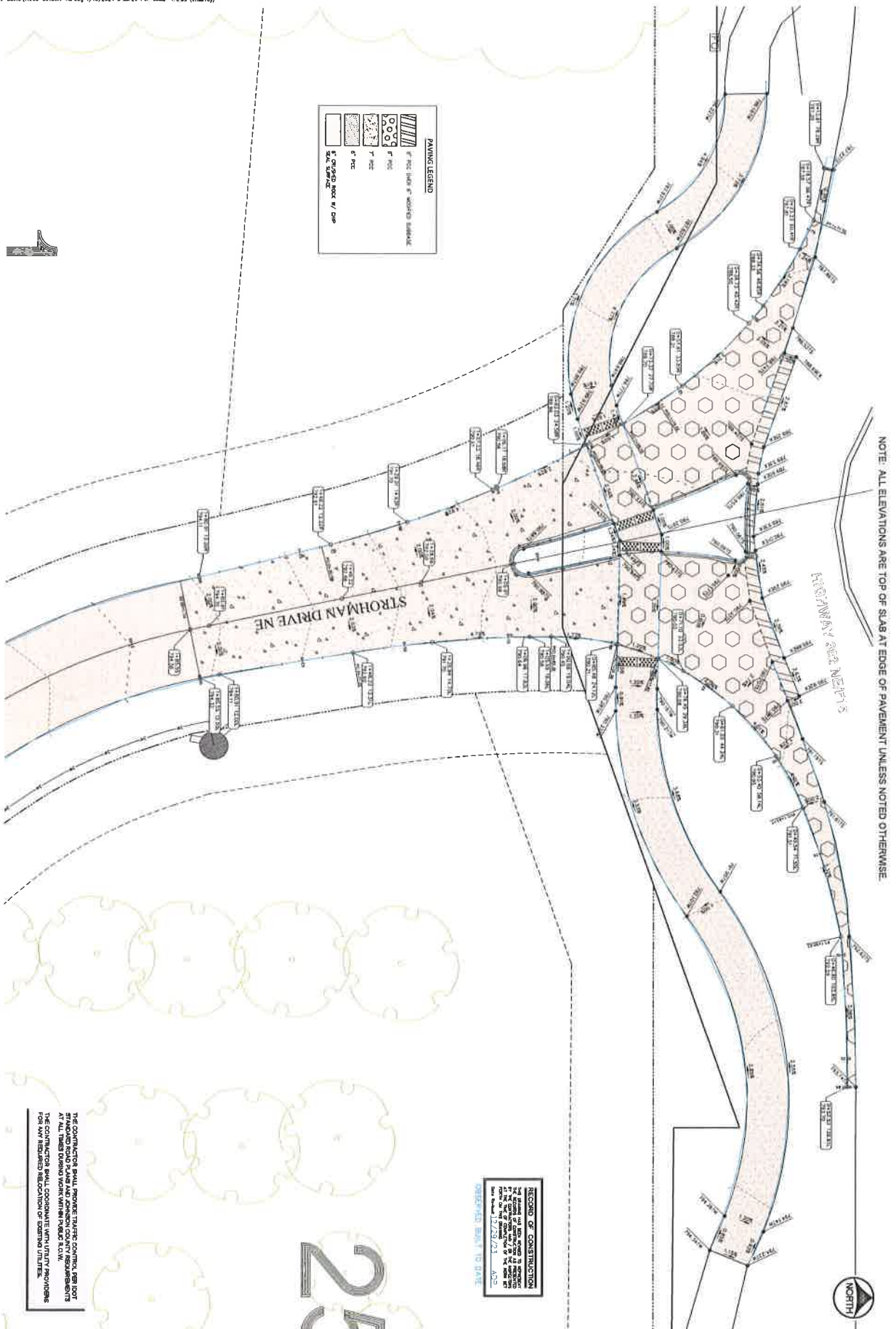
RECORD OF CONSTRUCTION
 THIS BUILDING WAS BEING REPAIRED TO REPAIR AND
 REPAIR THE CRACKING AND AS PERMITS
 FOR THE REPAIR OF THE CRACKING
 FOR THE REPAIR OF THE CRACKING
 FOR THE REPAIR OF THE CRACKING
 FOR THE REPAIR OF THE CRACKING

PAVING PLAN
AND PROFILE

OAK MEADOW

JOHNSON COUNTY
IOWA

11265-001 CP103	01/18/2022 CP103
--------------------	---------------------



NOTE: ALL ELEVATIONS ARE TOP OF SLAB AT EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.

PAVING LEGEND

	CONCRETE
	ASPHALT
	GRAVEL
	STONE

STROHMAN DRIVE NE
HIGHWAY 392 NE / STROHMAN DRIVE NE INTERSECTION DETAIL
SCALE: 1"=40'

THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL FOR THE
WORK AREA AND SHALL BE RESPONSIBLE FOR THE PROTECTION
OF ALL UTILITIES AND ADJACENT PROPERTIES. THE CONTRACTOR
SHALL COORDINATE WITH ALL UTILITIES AND ADJACENT
PROPERTIES FOR ANY REQUIRED RELOCATION OF EXISTING UTILITIES.

RECORD OF CONSTRUCTION
THIS RECORD OF CONSTRUCTION IS TO BE MAINTAINED
BY THE CONTRACTOR AND SHALL BE SUBMITTED TO THE
OWNER AT THE END OF THE PROJECT. THE RECORD OF
CONSTRUCTION SHALL BE MAINTAINED FOR A PERIOD OF
FIVE (5) YEARS AFTER THE COMPLETION OF THE PROJECT.
DATE: 12/28/23
BY: [Signature]

OAK MEADOW

JOHNSON COUNTY

IOVA

INTERSECTION DETAILS

CP400

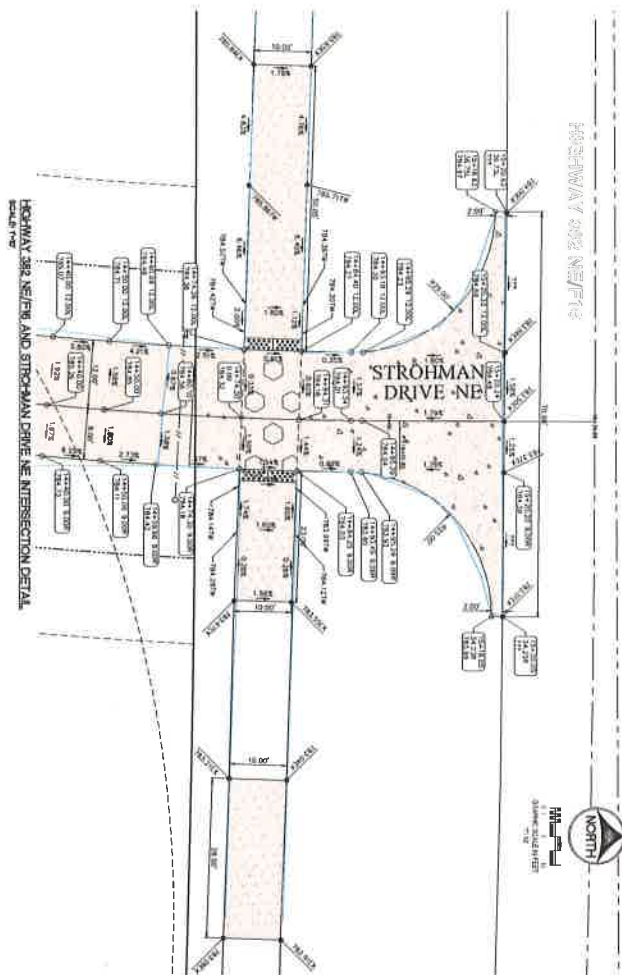
133

Civil Engineers
Land Planners
Landscape Architects
Environmental Specialists

1265-001

1/16/2024

1265-001



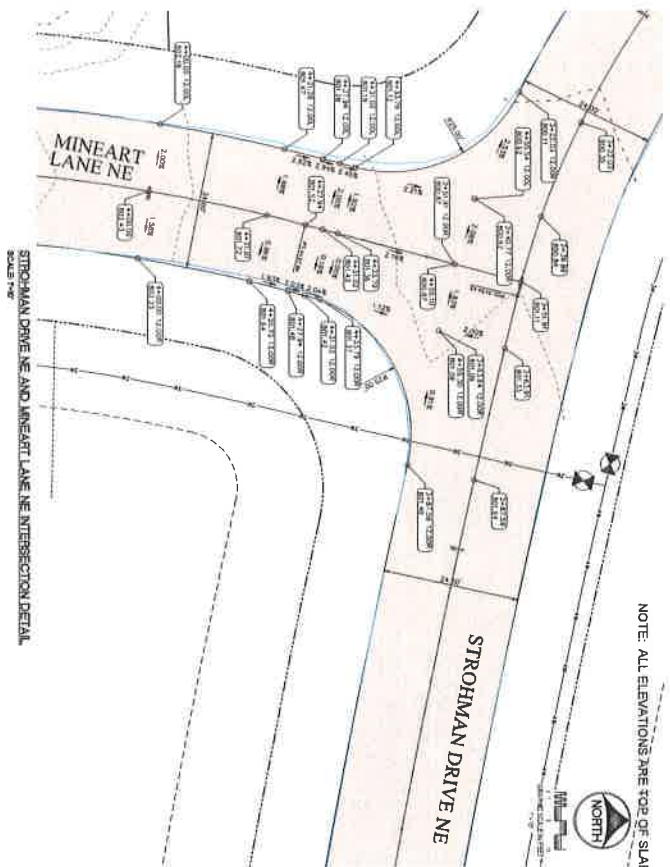
HIGHWAY 382 NE/NE AND STROHMAN DRIVE NE INTERSECTION DETAIL
SCALE: 1"=40'

PAVING LEGEND	
	6" CONC
	6" ASP
	6" ASP SURF
	6" ASP SUB

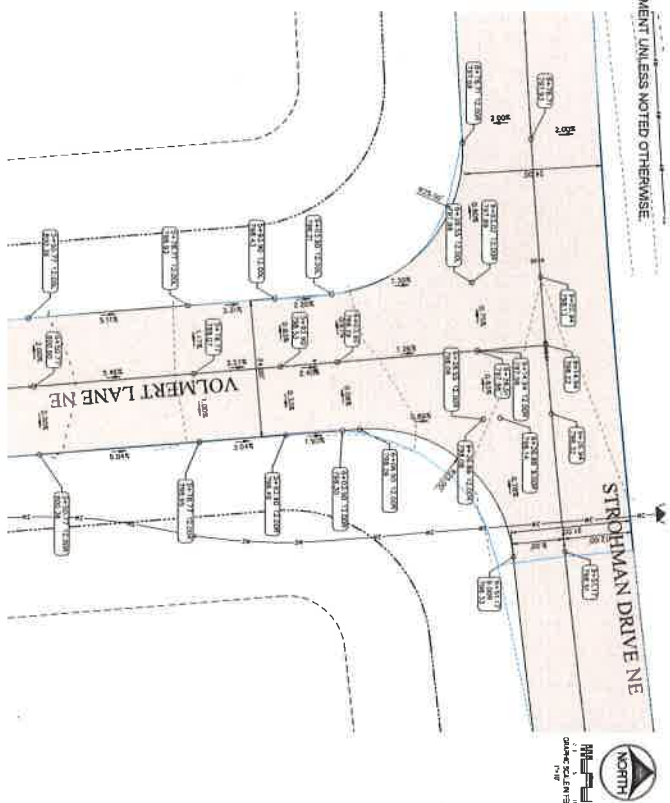
THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL FOR THE
CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHALL
BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS
AND FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR
SHALL COORDINATE WITH ALL UTILITIES AGENCIES
FOR ANY REQUIRED RELOCATION OF EXISTING UTILITIES.

RECORD OF CONSTRUCTION
THIS DRAWING IS TO BE USED FOR THE RECORD OF CONSTRUCTION
AND SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE
REMAINDER OF THE PROJECT'S LIFE. THE CONTRACTOR SHALL
BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS
AND FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR
SHALL COORDINATE WITH ALL UTILITIES AGENCIES
FOR ANY REQUIRED RELOCATION OF EXISTING UTILITIES.

STROHMAN DRIVE NE AND VOLMERT LANE NE INTERSECTION DETAIL
SCALE: 1"=40'



STROHMAN DRIVE NE AND MINEART LANE NE INTERSECTION DETAIL
SCALE: 1"=40'



STROHMAN DRIVE NE AND VOLMERT LANE NE INTERSECTION DETAIL
SCALE: 1"=40'

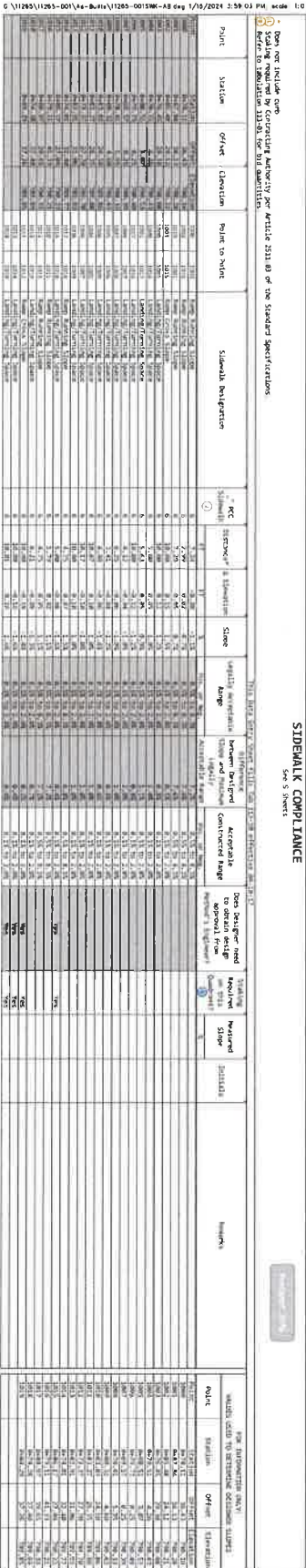
OAK MEADOW
JOHNSON COUNTY
IOWA

INTERSECTION
DETAILS

DATE: 1/18/2024
DRAWN BY: J. H. HARRIS
CHECKED BY: J. H. HARRIS
APPROVED BY: J. H. HARRIS

DATE: 1/18/2024
DRAWN BY: J. H. HARRIS
CHECKED BY: J. H. HARRIS
APPROVED BY: J. H. HARRIS

DATE: 1/18/2024
DRAWN BY: J. H. HARRIS
CHECKED BY: J. H. HARRIS
APPROVED BY: J. H. HARRIS



HIGHWAY 302 N/16



**CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS**

33 CIVIL ENGINEERS
33 LAND PLANNERS
33 LAND SURVEYORS
33 LANDSCAPE ARCHITECTS
33 ENVIRONMENTAL SPECIALISTS

1000 CITY ST. 201-1222
WWW.MTSOFTSOLUTIONS.COM



PAVING LEGEND

	8" RCC OVER 4" MODIFIED SUBBASE
	8" RCC
	7" RCC
	6" RCC
	8" CRUSHED ROCK w/ CHIP SEAL SURFACE

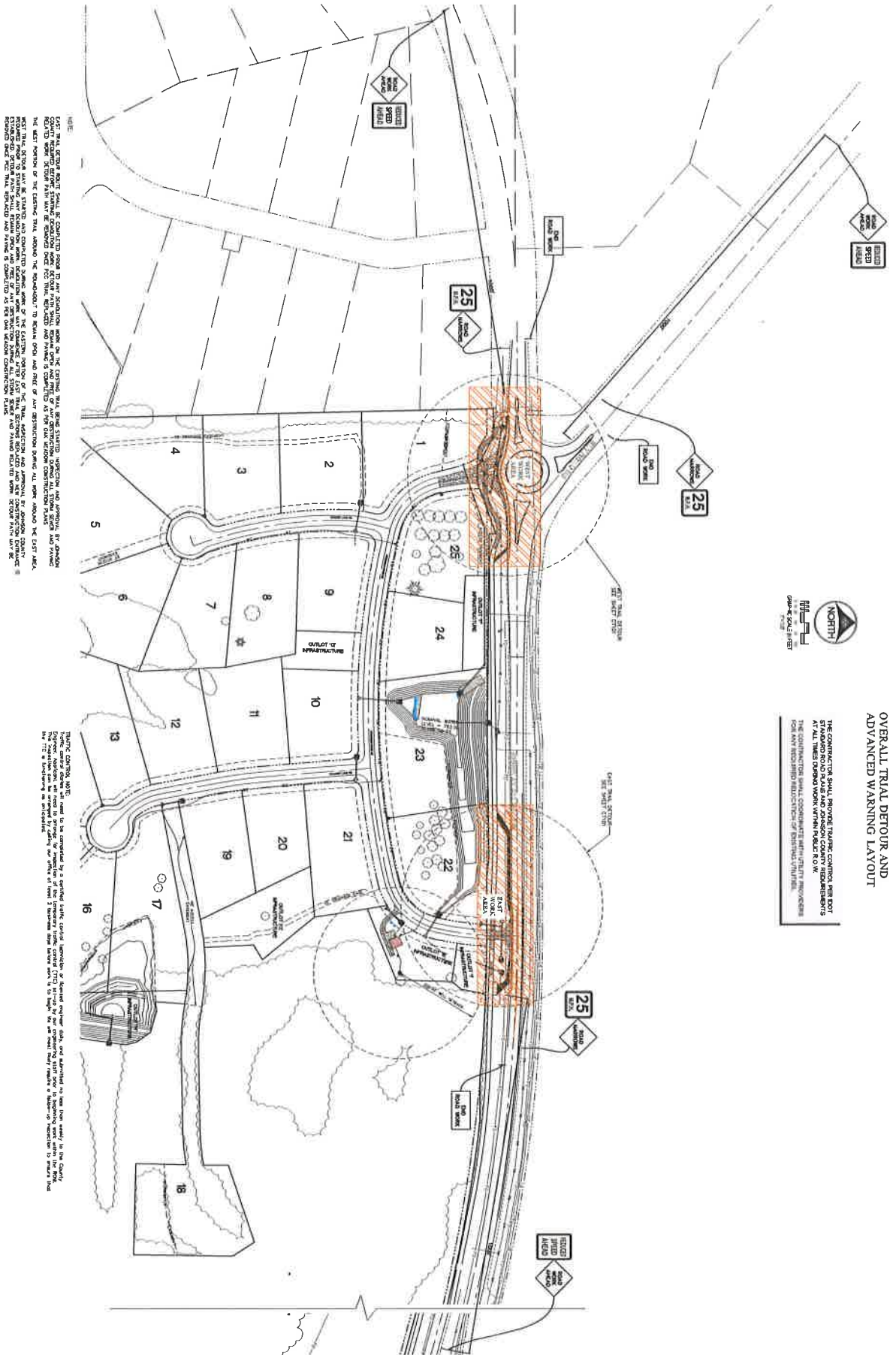
[illegible]

JOINTING DETAILS AND ADA

OAK MEADOW

JOHNSON COUNTY
IOWA

MMMS CONSULTANTS, INC.	Date	01/18/2022
	Sampled by	RAC/RCA
	Strat No.	7-6
	Drawn for	DTA
	Test per	mm
11265-001	Drawn no.	CP403



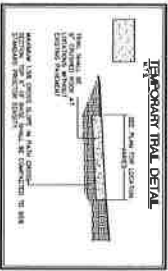
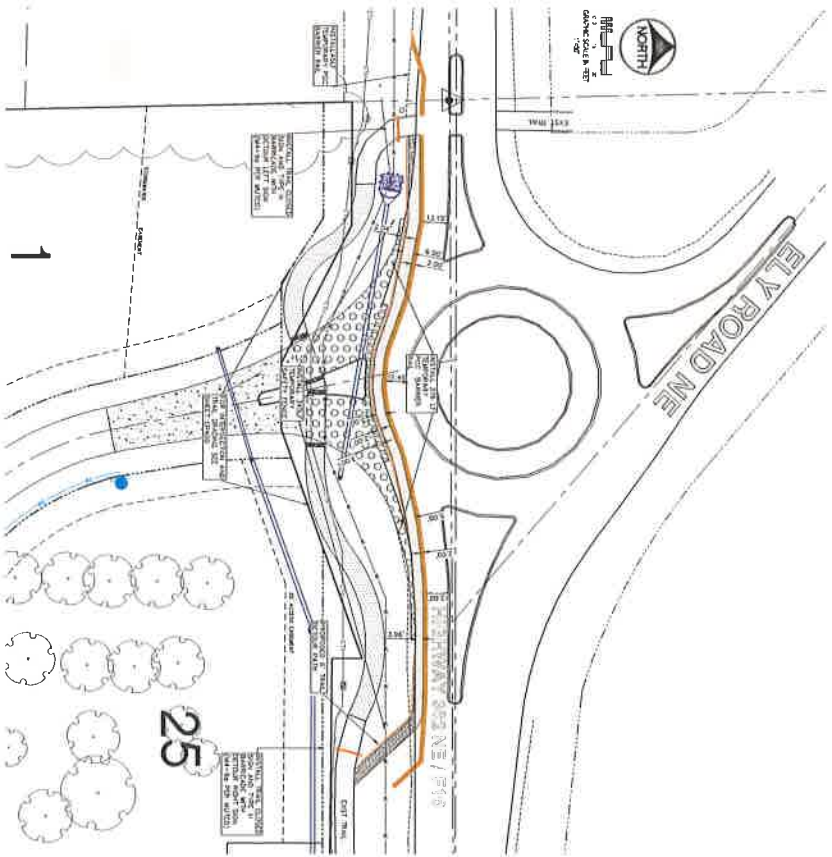
THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PER DOT STANDARD ROAD PLANS AND JOHNSON COUNTY REQUIREMENTS AT ALL TIMES DURING WORK WITHIN PUBLIC R.O.W.

[illegible]

CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

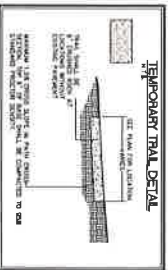
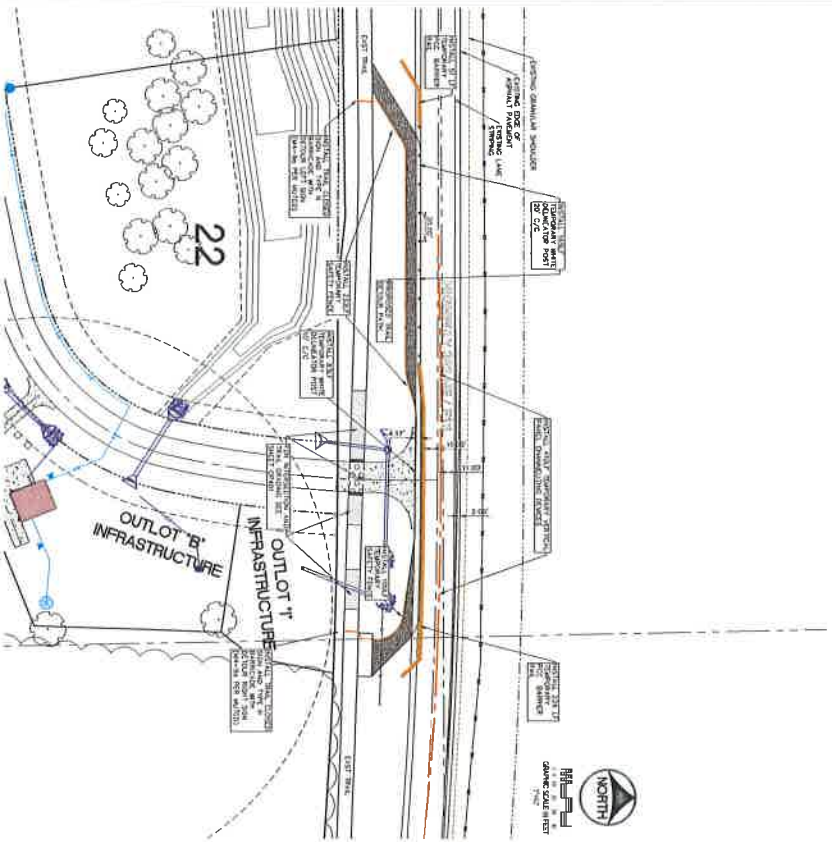
7811 E. ONEIDA AVE. E.
JOWA CITY, MO 64028
(316) 351-4328
www.memcoincsuburban.net

WEST TRAIL DETOUR LAYOUT



THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND NOT STAYED ROAD PLANS AND CONSTRUCTION REQUIREMENTS AT ALL TIMES DURING WORK WHEN PUBLIC ROW. THE CONTRACTOR SHALL COORDINATE WITH UTILITY PROVIDERS FOR ANY REQUIRED RELOCATION OF EXISTING UTILITIES.

EAST TRAIL DETOUR LAYOUT



THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND NOT STAYED ROAD PLANS AND CONSTRUCTION REQUIREMENTS AT ALL TIMES DURING WORK WHEN PUBLIC ROW. THE CONTRACTOR SHALL COORDINATE WITH UTILITY PROVIDERS FOR ANY REQUIRED RELOCATION OF EXISTING UTILITIES.

3M

DATA ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS
PLANNING & DESIGN
WOMEN CITY, IOWA 52240
WWW.3MENGINEERS.COM

NO.	REVISION
1	ISSUED FOR PERMITTING
2	REVISED TO SHOW DETOUR LAYOUT
3	REVISED TO SHOW DETOUR LAYOUT
4	REVISED TO SHOW DETOUR LAYOUT
5	REVISED TO SHOW DETOUR LAYOUT
6	REVISED TO SHOW DETOUR LAYOUT
7	REVISED TO SHOW DETOUR LAYOUT
8	REVISED TO SHOW DETOUR LAYOUT
9	REVISED TO SHOW DETOUR LAYOUT
10	REVISED TO SHOW DETOUR LAYOUT
11	REVISED TO SHOW DETOUR LAYOUT
12	REVISED TO SHOW DETOUR LAYOUT
13	REVISED TO SHOW DETOUR LAYOUT
14	REVISED TO SHOW DETOUR LAYOUT
15	REVISED TO SHOW DETOUR LAYOUT
16	REVISED TO SHOW DETOUR LAYOUT
17	REVISED TO SHOW DETOUR LAYOUT
18	REVISED TO SHOW DETOUR LAYOUT
19	REVISED TO SHOW DETOUR LAYOUT
20	REVISED TO SHOW DETOUR LAYOUT
21	REVISED TO SHOW DETOUR LAYOUT
22	REVISED TO SHOW DETOUR LAYOUT
23	REVISED TO SHOW DETOUR LAYOUT
24	REVISED TO SHOW DETOUR LAYOUT
25	REVISED TO SHOW DETOUR LAYOUT
26	REVISED TO SHOW DETOUR LAYOUT
27	REVISED TO SHOW DETOUR LAYOUT
28	REVISED TO SHOW DETOUR LAYOUT
29	REVISED TO SHOW DETOUR LAYOUT
30	REVISED TO SHOW DETOUR LAYOUT
31	REVISED TO SHOW DETOUR LAYOUT
32	REVISED TO SHOW DETOUR LAYOUT
33	REVISED TO SHOW DETOUR LAYOUT
34	REVISED TO SHOW DETOUR LAYOUT
35	REVISED TO SHOW DETOUR LAYOUT
36	REVISED TO SHOW DETOUR LAYOUT
37	REVISED TO SHOW DETOUR LAYOUT
38	REVISED TO SHOW DETOUR LAYOUT
39	REVISED TO SHOW DETOUR LAYOUT
40	REVISED TO SHOW DETOUR LAYOUT
41	REVISED TO SHOW DETOUR LAYOUT
42	REVISED TO SHOW DETOUR LAYOUT
43	REVISED TO SHOW DETOUR LAYOUT
44	REVISED TO SHOW DETOUR LAYOUT
45	REVISED TO SHOW DETOUR LAYOUT
46	REVISED TO SHOW DETOUR LAYOUT
47	REVISED TO SHOW DETOUR LAYOUT
48	REVISED TO SHOW DETOUR LAYOUT
49	REVISED TO SHOW DETOUR LAYOUT
50	REVISED TO SHOW DETOUR LAYOUT
51	REVISED TO SHOW DETOUR LAYOUT
52	REVISED TO SHOW DETOUR LAYOUT
53	REVISED TO SHOW DETOUR LAYOUT
54	REVISED TO SHOW DETOUR LAYOUT
55	REVISED TO SHOW DETOUR LAYOUT
56	REVISED TO SHOW DETOUR LAYOUT
57	REVISED TO SHOW DETOUR LAYOUT
58	REVISED TO SHOW DETOUR LAYOUT
59	REVISED TO SHOW DETOUR LAYOUT
60	REVISED TO SHOW DETOUR LAYOUT
61	REVISED TO SHOW DETOUR LAYOUT
62	REVISED TO SHOW DETOUR LAYOUT
63	REVISED TO SHOW DETOUR LAYOUT
64	REVISED TO SHOW DETOUR LAYOUT
65	REVISED TO SHOW DETOUR LAYOUT
66	REVISED TO SHOW DETOUR LAYOUT
67	REVISED TO SHOW DETOUR LAYOUT
68	REVISED TO SHOW DETOUR LAYOUT
69	REVISED TO SHOW DETOUR LAYOUT
70	REVISED TO SHOW DETOUR LAYOUT
71	REVISED TO SHOW DETOUR LAYOUT
72	REVISED TO SHOW DETOUR LAYOUT
73	REVISED TO SHOW DETOUR LAYOUT
74	REVISED TO SHOW DETOUR LAYOUT
75	REVISED TO SHOW DETOUR LAYOUT
76	REVISED TO SHOW DETOUR LAYOUT
77	REVISED TO SHOW DETOUR LAYOUT
78	REVISED TO SHOW DETOUR LAYOUT
79	REVISED TO SHOW DETOUR LAYOUT
80	REVISED TO SHOW DETOUR LAYOUT
81	REVISED TO SHOW DETOUR LAYOUT
82	REVISED TO SHOW DETOUR LAYOUT
83	REVISED TO SHOW DETOUR LAYOUT
84	REVISED TO SHOW DETOUR LAYOUT
85	REVISED TO SHOW DETOUR LAYOUT
86	REVISED TO SHOW DETOUR LAYOUT
87	REVISED TO SHOW DETOUR LAYOUT
88	REVISED TO SHOW DETOUR LAYOUT
89	REVISED TO SHOW DETOUR LAYOUT
90	REVISED TO SHOW DETOUR LAYOUT
91	REVISED TO SHOW DETOUR LAYOUT
92	REVISED TO SHOW DETOUR LAYOUT
93	REVISED TO SHOW DETOUR LAYOUT
94	REVISED TO SHOW DETOUR LAYOUT
95	REVISED TO SHOW DETOUR LAYOUT
96	REVISED TO SHOW DETOUR LAYOUT
97	REVISED TO SHOW DETOUR LAYOUT
98	REVISED TO SHOW DETOUR LAYOUT
99	REVISED TO SHOW DETOUR LAYOUT
100	REVISED TO SHOW DETOUR LAYOUT

WEST AND
EAST TRAIL
DETOUR
LAYOUT

OAK MEADOW

JOHNSON COUNTY
IOWA

MM&S CONSULTANTS, INC.

01/18/2022

11/28/2021

CT101

Exhibit C



June 7, 2024

RE: Oak Meadow LLC

To Whom It May Concern, This letter is to inform you that Oak Meadow LLC has a secure account at West Bank in the amount of \$36,625 to be used for final landscaping expenses.

If you have any questions regarding this letter, please feel free to contact me.

Thank you,

A handwritten signature in blue ink, appearing to read 'Ryan Murphy'.

Ryan Murphy

Senior Vice President, Commercial Banking

West Bank

RESOLUTION 04-19-90-2
AFFIRMING THE STABILITY OF THE ROAD SYSTEM

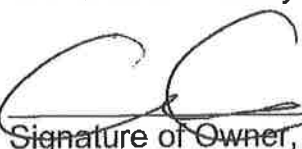
Whereas Johnson County is one of the counties in the State of Iowa that is increasing in its population; and

Whereas there is a growing tendency for persons in Johnson County to prefer to develop lots for building purposes; and

Whereas improvement of currently non-improved roads to standards dictated by the state of Iowa for Secondary roads is expensive;

Now, therefore be it resolved that any person who develops a rezoned and subdivided lot in Johnson County should first be aware of the existing secondary road conditions serving that tract of land, and should act under the presumption that said road in all probability will continue in its present condition. Private interests or adjacent landowners may underwrite the costs to bring said road up to minimum state standards which includes providing the necessary right-of-way, moving fences, grading, culverts, surfacing, and other items that may be needed to provide an improved road. These improvements can be achieved by permission of Johnson County per the Iowa Code, Section 319.14, and by Johnson County Resolution 08-10-89-2. However, if this tract of land is located on a road that has been designated as a Level B road per Resolution 04-05-90-1, Johnson County will provide no more services than stated in Johnson County Ordinance 02-08-90-1. If possible, consideration should be given to the prospect of agreeing that said road be closed by Johnson County and maintained by the residents owning land abutting said road to county subdivision standards as a private lane.

My (our) signature on this document indicates that I have read the above road policy of Johnson County, Iowa, and understand the contents of the above shown policy, and that the zoning, or subdivision, action that is being taken by me (us) would be subject to the above Resolution by the Johnson County Board of Supervisors.

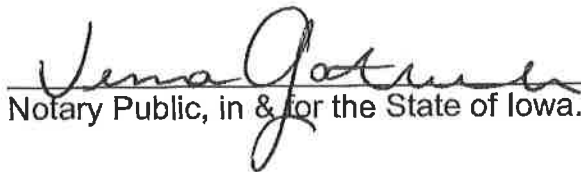


Signature of Owner, Contract Owner, Option Purchaser

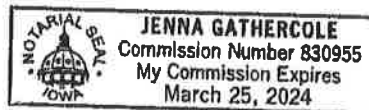
428 Westcor Dr, Coralville, IA 52241

Address and Phone Number

Subscribed and sworn to before me on this 8 day of June 2021,
2021.



Notary Public, in & for the State of Iowa.



ARTICLES OF INCORPORATION
OF
OAK MEADOW OWNER'S ASSOCIATION, INC.

The undersigned, acting as incorporator of a corporation under the Iowa Non-Profit Corporation Act under Chapter 504 of the Code of Iowa, adopts the following Articles of Incorporation for such corporation:

ARTICLE I

NAME

The name of this corporation shall be Oak Meadow Owner's Association, Inc. and it is incorporated under Chapter 504 of the Code of Iowa.

ARTICLE II
PURPOSE AND POWERS

A. The purpose of the corporation is to provide an entity for the management of the affairs of and to act as the council for co-owners for those purposes described in the Protective Covenants and Restrictions of Oak Meadow (the "*Covenants*"), including but not limited to ownership and maintenance of a joint private driveway, storm water management facilities, including detention basins and swales, and other common elements identified in subdivision documents for Oak Meadow, including those matters shown on the final plat and in the Covenants.

The corporation shall have all powers and purposes granted to or implied to a council of co-owners under the provisions of Chapter 504 of the 2011 Code of Iowa, and as are granted or implied by the Covenants, and all of such powers shall likewise constitute lawful purpose of the corporation.

B. In managing the affairs of the Subdivision, the corporation may join with the management of any other corporation(s) managing a Subdivision(s) in securing or providing services or facilities common in

whole or in part to both or all, and in discharging the expense thereof.

C. The purpose of the corporation is not for private profit or gain, and no part of the corporation's activities shall consist of carrying on political propaganda or otherwise attempting to influence legislation, and the corporation is expressly prohibited from making any distributions of income to its members, directors or officers, although members, directors or officers may be reimbursed for expenses incurred while conducting the affairs of the corporation. No dividends shall be paid to members at any time.

ARTICLE III REGISTERED OFFICE AND AGENT

The address and initial registered office of the corporation is 220 North Main Street, Suite 600, Davenport, IA 52801 and the name of its initial registered agent at such address is L & W Agents, Inc.

ARTICLE IV BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors of the Corporation is one (1), and the name and address of the person who is to serve as the initial director is: Matthew Adam, 2916 Hwy 1 N, Iowa City, IA 52240.

This initial Board of Directors shall not be subject to removal until their terms expire as provided in the Bylaws. Thereafter, a Director may be removed from office at a Special Meeting of the members of the Corporation in such matter as may be provided by the Bylaws. After the initial Board of Directors, the Board shall consist of three (3) Directors.

ARTICLE V INCORPORATOR

The name and address of the incorporator is: Matthew Adam, 2916 Hwy 1 N, Iowa City, IA 52240.

ARTICLE VI BYLAWS

The initial Bylaws of the corporation shall be adopted by its initial Board of Directors; thereafter the power to alter, amend or repeal the Bylaws or adopt new Bylaws is reserved to the members of the corporation.

ARTICLE VII
MEMBERS AND VOTING

Persons or entities owning Lots within the Subdivision, (and Future Development Ground, as defined in the Covenants), shall be members of the corporation, all of which, and the rights and obligations thereof, shall be governed by the provisions of the Bylaws. The voting rights of the members shall be fixed, limited, enlarged and denied to the extent specified by the Bylaws, provided there shall be as many votes entitled to be cast with respect to the affairs of the corporation, including amendments, dissolution and other determinations authorized by statute, as there have been Lots submitted to and existing within the Subdivision, and each member shall be entitled to cast votes as established by the Covenants and Lots to the Subdivision and the Bylaws of the corporation.

ARTICLE VIII
DISTRIBUTION OF ASSETS UPON LIQUIDATION

In the event of liquidation, assets remaining for distribution, if any, shall be distributed to the members in accordance to their proportionate share of the ownership Lots existing in the Subdivision as determined by the Covenants and/or the Bylaws, which distribution shall not be deemed to be a dividend or a distribution of income.

ARTICLE IX
DISSOLUTION PROVISIONS

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provisions for the payment of all liabilities of the corporation, dispose of all the remaining assets of the corporation exclusively for the purpose(s) of the corporation set forth in Article II hereof in such a manner or to such organization or organizations operated exclusively as charitable organizations as the Board of Directors shall

determine. Any such assets not so disposed of shall be disposed of by the District Court of the County in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said District Court shall determine which are organized exclusively for such designated purpose(s).

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed this 14th day of June, 2024.

OAK MEADOW OWNER'S ASSOCIATION, INC.

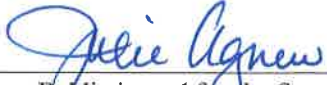
By: 

Matthew Adam, Incorporator

STATE OF IOWA, COUNTY OF JOHNSON) ss:

On this 14 day of June, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Matthew Adam, the Incorporator, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.




Notary Public in and for the State of Iowa
My commission expires: 5-14-2027

THIS INSTRUMENT PREPARED BY: Matthew J. Adam, Simmons Perrine Moyer Bergman PLC, 1100 5th Street, Suite 205, Coralville, IA 52241, (319) 354-1019

**PROTECTIVE COVENANTS AND RESTRICTIONS
OF
OAK MEADOW**

These Protective Covenants and Restrictions of Oak Meadow ("***Covenants***") are made and entered into this 14 day of June, 2024, by **Oak Meadow, LLC**, a Iowa limited liability company (the "***Developer***").

Whereas, Developer is the titleholder to the following described real estate located in Johnson County, Iowa:

Beginning at the Southwest Corner of Section 15, Township 81 North, Range 6 West, of the Fifth Principal Meridian, Johnson County, Iowa; Thence N01°18'51"W, along the West Line of the South One-Half of the Southwest Quarter of said Section 15, a distance of 1268.80 feet, to its intersection with the South Right-of-Way Line of Highway 382 NE; Thence S89°55'28"E, along said South Right-of-Way Line, 64.67 feet; Thence S62°56'53"E, along said South Right-of-Way Line, 81.56 feet; Thence S89°55'28"E, along said South Right-of-Way Line, 34.53 feet; Thence N70°29'59"E, along said South Right-of-Way Line, 127.78 feet; Thence S00°06'56"E, along said South Right-of-Way Line, 15.81 feet; Thence S89°28'13"E, along said South Right-of-Way Line, 477.41 feet; Thence N89°14'07"E, along said South Right-of-Way Line, 276.33 feet; Thence S83°59'53"E, along said South Right-of-Way Line, 48.26 feet; Thence S89°56'41"E, along said South Right-of-Way Line, 130.30 feet; Thence Southeasterly, 338.40 feet, along said South Right-of-Way Line on a 3756.43 foot radius curve, concave Southwesterly, whose 338.28 foot chord bears S87°21'51"E; Thence S89°50'35"E, along said South Right-of-Way Line,

98.81 feet; Thence Southeasterly, 574.05 feet, along said South Right-of-Way Line on a 3766.43 foot radius curve, concave Southwesterly, whose 573.49 foot chord bears S78°55'11"E; Thence S74°33'12"E, along said South Right-of-Way Line, 316.81 feet; Thence S39°47'07"E, along said South Right-of-Way Line, 213.87 feet; Thence N89°12'48"E, 24.67 feet, to a Point on the East Line of the South One-Half of the Southwest Quarter of said Section 15, a distance of 606.92 feet; Thence S89°45'49"W, 1340.03 feet; Thence S01°13'22"E, 260.02 feet, to a Point on the South Line of the South One-Half of the Southwest Quarter of said Section 15; Thence S89°45'57"W, along said South Line, 1339.60 feet, to the Point of Beginning. Said Parcel contains 65.63 Acres, and is subject to easements and restrictions of record.

(the "*Real Estate*")

Whereas, Developer has submitted a final plat for Oak Meadow (the "*Subdivision*"), which Subdivision is located on the Real Estate and contains twenty-five (25) residential lots. The Final Plat is recorded in the records of the Johnson County Recorder's office (the "*Final Plat*").

Now, therefore, in consideration of one dollar and other valuable consideration, Developer, hereby executes these Covenants for the mutual benefit of those persons who may purchase Lots 1-25 in the Subdivision (collectively the "Lots" and individually "Lot"), which shall be binding upon all present and future owners of each and every Lot as covenants running with the land and with such force and effect as if contained in each subsequent conveyance of land.

SECTION A - USE AND BUILDING RESTRICTIONS

1. Lots numbered within the subdivision as shown on the final subdivision plat shall be used only for Single-Family Residential purposes. No outbuilding shall be located on any Lot, without Developer's prior written consent. The exterior of all outbuildings must be of the same appearance as the exterior of the residence constructed on the Lot.

2. The following restrictions shall be applicable to all Lots in the Subdivision:

a. No Lot shall be subdivided. This provision shall not prevent a conveyance of a portion of one Lot to the abutting owner of another so long as said conveyance does not result in an additional building lot being created thereby.

b. No building shall be erected having an above-ground floor living area of less than one thousand six hundred (1,600) square feet in the case of a one (1) story structure, nor less than one thousand two hundred (1,200) square feet in the case of a one-half (1½) story, or two (2) story structure, Garages, breezeways, screened porches, open porches, decks, or third story square footage shall not be considered as above-ground floor area.

c. No trailer, mobile home, tent, or boat, unattached garage or barn shall be placed upon any Lot except as specifically provided in these Covenants.

d. All applicable provisions of the Johnson County, Iowa, zoning ordinances shall be observed. With prior written approval from the Developer, and to the extent permitted by Johnson County ordinances, an owner may apply with Johnson County, Iowa, for variances to said building setbacks where unusual terrain features or unusual circumstances exist.

e. Exterior surfaces of the dwellings shall be constructed of brick, stone, or horizontal or vertical lap siding. No vinyl siding shall be allowed. All siding materials, including final color selections, need to be approved by the Developer. Other materials may be specifically approved in writing by the Developer.

f. All dwelling roofs shall be surfaced with thirty (30) year asphalt architectural shingles, steel, or other materials as may be specifically approved in writing by the Developer.

g. Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted gravel, crushed stone or other approved base material, and shall have a wearing surface of asphaltic concrete, chipseal or concrete, or such other surface as the Developer may allow.

h. During the course of construction, all building contractors shall keep mud, dirt, debris and building materials off of all subdivision roads and other building Lots.

i. The owner of each single-family dwelling unit shall plant three (3) trees: two (2) in the front yard and one (1) in the back yard, each with a minimum trunk diameter of three (3) inches and of a type (species) to be approved by the Developer. Developer may waive any of these requirements in writing.

j. Each single-family dwelling unit shall have a minimum of two (2) car capacity attached garage. All garages must be serviced by a concrete driveway from the existing street or by an inside entrance to the garage.

k. The initial exterior color of the dwelling shall be subject to the approval of the Developer. A-frames, premanufactured, or dome houses will not be permitted.

l. Storage sheds or auxiliary buildings may be permitted on a Lot with the express prior written consent of Developer and provided that the design, color and architectural features are compatible with the residential structure on the Lot, which determination shall be in the sole and absolute discretion of Developer.

m. No fences will be installed unless the same is of black vinyl chain link fence construction four (4) feet in height. No fence will extend along any boundaries of the front yard. No fence shall extend closer to the front of the dwelling than the rear outside corner of said dwelling. No wire strand, barb wire

or woven wire fences shall be permitted. No dog runs or outdoor dog kennels are permitted. Swimming pools must be located in the rear yard and must be bordered by a five (5) to six (6) foot high poly-covered black chain link fence. All fences must comply with the Johnson County regulations.

n. No structure shall be erected on any Lot exceeding two and one-half (2½) stories, or two and one-half (2½) stories and an exposed basement to the side or rear, and an attached garage for a minimum of two (2) cars and not to exceed three (3) cars.

o. Prior to any construction on any Lot (including home construction, or improvements, or auxiliary building construction), two (2) sets of plans and specifications for the proposed structure shall be submitted to the Developer or its designee for approval. In addition to plans and specifications for structure, the applicant shall submit a site plan showing the location and type of fences, parking areas, plantings and landscaping, including the required trees and light post in the front yard, and other relevant matters. The location on the Lot of all proposed improvements, the materials to be used and the exterior color scheme proposed shall be approved by the Developer in writing. The application shall also set forth a time schedule for construction of improvements, and in no event will an application be approved when the proposed construction will take longer than eighteen (18) months. The Developer or its designee shall approve or disapprove the application within a period of ten (10) business days after receipt of all of the above documents. The Developer or its designee shall have the right to refuse approval of any application for any reason which the Developer or its designee, in its sole discretion, may deem to be in the best interest of the Subdivision. In the event any proposed construction is not commenced within one (1) year from the date said plans and specifications have been approved by Developer, said approval shall lapse and it shall be the responsibility of the Lot owner to re-apply for approval prior to the commencement of construction. Developer's review of submissions is only for the purpose of assuring the character of the Subdivision and shall not be relied upon by anyone as a representation as to structural soundness, fitness for a particular purpose or compliance with zoning, building, health or safety codes or ordinances, or any other restrictions on the construction or property.

p. Other than applicable requirements of the Johnson County Zoning Ordinance and the Developer's Agreement entered into with the Johnson County in connection with the approval of the subdivision, the Developer may waive or consent to variances in any of the preceding building regulations to prevent hardship to or unintended results for any Lot owner.

q. The entire Lot shall be sodded or seeded.

r. No act constituting a nuisance as defined under the provisions of Chapter 657, Code of Iowa, or the common law of Iowa, shall be permitted, and the restrictions pertaining to acts within a county in said Code chapter shall be applicable to this subdivision.

s. Vegetable gardens may be maintained only at the rear of a dwelling.

t. No animals, livestock or poultry shall be raised or kept within the subdivision except for usual household pets, provided the same are not kept or maintained for commercial purposes. Chickens are expressly prohibited. Pets shall be managed in such a way that they do not interfere with the quiet enjoyment of property by other Lot owners. Pets which continue to make loud noises, damage shrubs or other flora, attack other pets or people shall be considered a nuisance. All dogs located off the owner's premises shall be leashed.

u. Motor vehicles used by residents shall be parked in areas designated in the building plans as parking areas. There shall be provided on each Lot sufficient off-street parking area, including driveway, for the parking of at least two (2) automobiles, which area shall be surfaced. No motor vehicle shall be parked on the street of the subdivision overnight or at any time in any manner which would interfere with the flow of traffic. All campers, trailers, boats, recreational vehicles, or snowmobiles shall be stored within a garage or at such other enclosed place where such items are not visible from the street.

v. No Lot shall contain an above-ground swimming pool or tree house. Also, no illuminated or electrical bug or insect killing device ("bug zapper") shall be located or allowed on any Lot.

w. No satellite dish (except for a satellite dish no larger than two (2) feet in diameter attached to the rear facing roof of the house, garage, or deck), radio tower or antenna shall be located on any Lot. The Developer shall approve the location of any satellite dish prior to installation.

x. Outdoor lighting on a timing device shall be prohibited at the rear or sides of a dwelling. Lighting at the rear or sides of a dwelling shall not be left on for an extended period so as to minimize light pollution.

y. All construction shall be completed within eighteen (18) months from the date of commencement. The owner of any building damaged by fire or act of nature shall within ninety (90) days thereof, commence restoration or reconstruction of said dwelling, and work shall be completed within one (1) year from the date of destruction.

z. No inoperable, dismantled, or wrecked motor vehicles, trailers, or machinery or parts thereof, including scrap metal or other scrap materials, commercial vehicles, farm machinery, construction equipment, or similar vehicles and equipment, and non-licensed motor vehicles may be stored on any Lot in the Subdivision unless the same is housed in a garage.

aa. The titleholders of each Lot in the Subdivision, vacant or improved, shall keep his or her Lot free of weeds and debris.

3. All subdivision documents for Oak Meadow, filed with the Johnson County Recorder coincident herewith, are incorporated herein by this reference, including but not limited to the following:

a. Protective Covenants – OutlotA;

- b. Agreement for Private Stormwater Management;
- c. Grant of Easements;
- d. Conservation Easement;
- e. Fence Agreement;
- f. Road ROW Dedication;

4. There is a well designated on Outlot B of the Plat for the benefit of Lots 1-25 of the Subdivision. A permanent easement is established in favor of the owner of each Lot to utilize the well and water distribution system. Each owner agrees that they, and their successors and assigns, shall use the wells and water distribution system for the sole purpose of providing water to the single-family residences on each Lot, including any approved auxiliary building. Notwithstanding anything contained herein to the contrary, the owners of each lot agree that they shall be solely responsible for the maintenance and replacement of water pipes and water mains serving their own dwellings to the shut-off valves. Nothing in herein shall relieve any owner from liability in the event such owner damages the water distribution system through negligent, grossly negligent, reckless, or willful actions. The terms of that certain Well Easement Agreement and Restrictions recorded in book 6450, Page 958, are incorporated herein by this reference.

5. Each Lot owner shall be responsible for installation, maintenance and repair of a septic tank on their respective Lots. Lots 1-14, 17-18 and 21 shall have individual septic absorption fields. The owner of each lot shall be responsible for the installation, maintenance, repair and replacement of their septic absorption fields on their own Lots. Lots 15 and 16 shall install their leach absorption fields on Outlot D at their sole cost and expense. Lots 19 and 20 shall install their leach absorption fields on Outlot C at their sole cost and expense. Lots 24 and 25 shall install their leach absorption fields installed on Outlot F at their sole cost and expense. Lots 22 and 23 shall install their leach absorption fields installed on Outlot G at their sole cost and expense. The owner of each septic tank and the absorption field servicing each septic tank shall be responsible for the installation, repair, maintenance and replacement of the septic system servicing their Lot. All septic absorption fields in the Subdivision shall conform to all applicable laws and regulations.

SECTION B - GENERAL COVENANTS

1. These Covenants shall not be binding upon any Lot in said Subdivision so long as title thereto remains in Oak Meadow, LLC.

2. The approval required of the Developer under the terms of these Covenants shall be exercised by Oak Meadow, LLC or such person or entity as it may designate in writing. Any reference in these Covenants to Developer shall refer to Oak Meadow, LLC or such person or entity as it may designate in writing.

3. Whenever these Covenants require or allow the approval of Developer, such approval shall be at the discretion of Developer in the reasonable exercise of its best judgment and the Developer shall not be liable to any person for the granting or refusal to grant its approval hereunder.

4. The Covenants shall remain in effect and shall inure to the benefit of and be enforceable by Oak Meadow, LLC, the Association or any owner of a Lot or part of the real estate or other property as is

hereinafter made subject to these Covenants, for a period of twenty-one years (21) from the date hereof. These covenants may be extended for additional terms of twenty-one years any time during the current term by any Lot owner filing a Verified Claim with the Johnson County Recorder, at any time prior to the expiration of the then current term in accordance with the requirements of §614.24, Code of Iowa, or its successor. Pursuant to §614.25, Code of Iowa, the filing of such Verified Claim shall cause these covenants to be extended for an additional twenty- one (21) term from the date of such filing.

5. Each Lot owner, with the exception of Outlots, shall automatically become a member of Oak Meadow Owner's Association, Inc. (the "*Association*") and shall be subject to assessment to carry out the purposes of the Association. Assessments shall be allocated among the members prorata based on the number of Lots in the Subdivision, subject to the Developer's right to expand the number of members by adding additional lots contained on the Future Development Ground. The Articles of Incorporation and By-laws of the Association are attached hereto, and by this reference are incorporated herein. By accepting a deed to any Lot, owner acknowledges it has reviewed the Articles and By-laws of the Association, as amended, and agrees to comply with the provisions contained therein. Notwithstanding any other provision of these covenants, Developer shall be the sole voting Member of the Association until Developer no longer owns any portion of any Lot or until Developer waives, in writing, its right to be the sole voting member. Until such time, Developer shall have the right to elect all Directors and to cast all votes as it deems appropriate. Each owner by acceptance of a deed to a Lot shall be deemed to have released Developer from all claims with respect to actions taken while Developer controls the Association or during the development phase. Lots in the subdivision, regardless of the number of owners of said Lots, shall be entitled to vote in matters over which the Association has control equal to one vote per Lot.

6. The Association is organized and shall operate for the purpose of owning, maintaining, controlling and managing the following: (1) common areas, including but not limited to Outlot B, Outlot C, Outlot D, Outlot E, Outlot F and Outlot G; (2) private streets servicing Lots in the subdivision, which are designated on the Final Plat; (3) wells and water distribution system servicing Lots in the Subdivision as designated on the Final Plat; (4) the Storm Water Management Facilities located in the Subdivision; and (5) any public right of way designated on the Final Plat. The Association shall also have the right to enforce any of the Covenants and restrictions set forth herein as well as to represent the interests of Lot owners regarding any issues affecting development of surrounding areas and maintaining the quality of environment and quality of life within the Subdivision. The Developer may convey title of Outlot B, Outlot C, Outlot D, Outlot E, Outlot F and Outlot G to the Association, but the Association retains the right to convey any Outlot to any Lot owner as the Association may deem necessary or appropriate. The Developer may, at its discretion, also convey any common areas of the Subdivision to any Lot owner, to be owned and maintained by the Lot owner free and clear of any claim of the Association. The Association shall assume any responsibilities of the Developer, with respect to the Storm Water Management Facilities and any other easements or obligations associated with any real estate deeded to the Association and the Association shall hold the Developer harmless from and liability or obligations regarding the Storm Water Management Facilities or other obligation assigned to the Association.

7. The assessments, together with interest, costs and reasonable attorney's fees required for collection of past due assessments shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the owner of such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to any successors in title unless expressly assumed by such successor, but the lien therefore shall remain until foreclosed or released. A portion of such monthly assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair, replacement, removal and demolition of the Association controlled areas. Notwithstanding the foregoing, Developer may use any reserve funds, if established, to defray operating costs, as it deems appropriate. Developer shall not be liable for any monthly assessments or special assessments upon Lots owned by it. Developer is not responsible for the establishments of a budget as long as Developer is the sole voting member of the Association.

8. The Association may purchase a master comprehensive public liability insurance policy to cover risks from its responsibilities hereunder in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of the foregoing, all owners and all other persons entitled to occupy any Lot. The Association shall also obtain any other insurance required by law to be maintained, including but not limited to workers compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate.

9. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein during their existence, it shall be lawful for any other person or persons owning any other Lot in said subdivision or the Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either prevent said person or persons from so doing or for recovery of damages or other dues for such violation. The prevailing party in any such action shall be entitled to recover its costs, expenses and reasonable attorney's fees from the other party.

10. The periodic assessment shall be set annually by the Board. In addition to periodic assessment, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of special maintenance, or to cover operating deficits from prior to current periods. Assessments shall be in equal amounts as to each Lot

11. The Owner of any Lot subject to these Covenants assumes, by acceptance of a Deed for the Lot, Developer's obligations with respect to such Lot for: (i) soil erosion control on such Lot from and after the delivery of the Deed; and (ii) installation of sidewalks as required by Johnson County, if not already installed by the Developer. Such Owner shall cooperate with Developer in obtaining a transfer of any soil erosion control NPDES, CSR or other governmental permit with respect to soil erosion, wetland and other environmental laws, to such Owner or the cancellation or other termination of the permit currently in the name of Developer or its

affiliate, and the reissuance of a permit in the name of such Owner. At any time required by Developer, any party accepting a Deed for any Lot or part thereof shall execute the appropriate documentation required by the Iowa Department of Natural Resources, the County of Johnson County, Iowa, or other governmental body to release Developer from responsibility for executing a soil erosion plan (including monitoring and record keeping) as it applies to the Lot for the period of time after the delivery of a Deed for such Lot, and to release Developer from any other obligation for environmental matters for the period of time after delivery of a Deed. Any party that accepts a Deed for any Lot or part thereof who fails to cooperate with Developer, fails to execute documentation to relieve Developer from responsibility for soil erosion or fails to comply with the lawful requirements for control of soil erosion shall be obligated to hold Developer harmless from all liability, costs and expense, including reasonable attorney fees, arising from such failure by such party.

12. Developer may, at any time subject additional real estate to these Covenants and contribute additional lots to the Association by written instrument filed in the records of Johnson County, Iowa.

13. These Covenants may be amended from time to time with the written consent of at least two-thirds (66.67%) of the Owners entitled to cast a vote located within Oak Meadow subdivision and any other platted subdivision made subject to these covenants. Said amendment shall be executed in writing and signed by the owners of at least two-thirds (66.67%) of the Owners entitled to cast a vote within the Oak Meadow subdivision and any other platted subdivision made subject to these covenants and the same shall be filed of record in the office of the Johnson County Recorder. Notwithstanding the above, The Developer hereby reserves the right to enter into agreements with the owner of any Lot or Lots in the Subdivision (without the consent of owners of other Lots in the Subdivision or owners of adjoining or adjacent property) to waive or deviate from any or all of the covenants set forth herein or to revise these Covenants. Any such waiver, amendment or deviation shall be placed in writing and shall not constitute a waiver of the particular restrictive covenant involved or any other restrictive covenant as to the remaining property in the Subdivision. These covenants may be amended by the Developer at any time as long as the Developer owns any Lot in the Subdivision. Any amendment to these Covenants shall be recorded in the Johnson County Recorder's Office.

14. Invalidity of any one of these Protective and Restrictive Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW.

Oak Meadow, LLC.

By: _____

Matthew Adam, Manager

STATE OF IOWA)

) ss:

COUNTY OF JOHNSON)

This instrument was acknowledged before me on June 14, 2024 by Matthew Adam as Manager of Oak Meadow, LLC.



Julie Agnew
Notary Public - State of Iowa

My commission expires 5-14-2027

BYLAWS OF

OAK MEADOW OWNER'S ASSOCIATION, INC.

(A nonprofit Iowa limited liability company organized under Chapter 504 Iowa Code)

ARTICLE I

Scope and Definitions

1. The following are Bylaws of Oak Meadow Owner's Association, Inc., a nonprofit corporation organized under Chapter 504, Code of Iowa, which govern the council of co-owners established by the Covenants of Oak Meadow (the "Covenants"), which subdivision is situated in Johnson County, Iowa.

2. The term "Subdivision" means the Subdivision known as Oak Meadow, and situated and located on the following described real estate situated in Johnson County, Iowa, to-wit:

Beginning at the Southwest Corner of Section 15, Township 81 North, Range 6 West, of the Fifth Principal Meridian, Johnson County, Iowa; Thence N01°18'51"W, along the West Line of the South One-Half of the Southwest Quarter of said Section 15, a distance of 1268.80 feet, to its intersection with the South Right-of-Way Line of Highway 382 NE; Thence S89°55'28"E, along said South Right-of-Way Line, 64.67 feet; Thence S62°56'53"E, along said South Right-of-Way Line, 81.56 feet; Thence S89°55'28"E, along said South Right-of-Way Line, 34.53 feet; Thence N70°29'59"E, along said South Right-of-Way Line, 127.78 feet; Thence S00°06'56"E, along said South Right-of-Way Line, 15.81 feet; Thence S89°28'13"E, along said South Right-of-Way Line, 477.41 feet; Thence N89°14'07"E, along said South Right-of-Way Line, 276.33 feet; Thence S83°59'53"E, along said South Right-of-Way Line, 48.26 feet; Thence S89°56'41"E, along said South Right-of-Way Line, 130.30 feet; Thence Southeasterly, 338.40 feet, along said South Right-of-Way Line on a 3756.43 foot radius curve, concave Southwesterly, whose 338.28 foot chord bears S87°21'51"E; Thence S89°50'35"E, along said South Right-of-Way Line, 98.81 feet; Thence Southeasterly, 574.05 feet, along said South Right-of-Way Line on a 3766.43 foot radius curve, concave Southwesterly, whose 573.49 foot chord bears S78°55'11"E; Thence S74°33'12"E, along said South Right-of-Way Line, 316.81 feet; Thence S39°47'07"E, along said South Right-of-Way Line, 213.87 feet; Thence N89°12'48"E, 24.67 feet, to a Point on the East Line of the South One-Half of the Southwest Quarter of said Section 15, a distance of 606.92 feet; Thence S89°45'49"W, 1340.03 feet; Thence S01°13'22"E, 260.02 feet, to a Point on the South Line of the South One-Half of the Southwest Quarter of said Section 15; Thence S89°45'57"W, along said South Line, 1339.60 feet, to the Point of Beginning. Said Oak Meadows contains 65.63 Acres, and is subject to easements and restrictions of record.

(Collectively referred to herein as "Lots")

The entire Subdivision is situated in the County of Johnson, and State of Iowa.

3. The term "person" shall include a corporation, trust or other entity or representative. All references in the plural or singular shall include the other according to context, and all references to gender shall include male, female or neuter according to context.

ARTICLE II

Members and Voting Rights

1. Subject to the qualifications set forth in paragraph 2 below, the owners of record of any Lots (excluding Outlots) shall constitute the members of the corporation, and membership shall automatically cease when the record ownership of such Lot is terminated. A member may not resign his or her membership and at the same time maintain ownership of his or her Lot. The Developer of the Subdivision shall be a member and have the rights of membership with respect to unsold Lots that have been submitted to the Subdivision.

2. If ownership is acquired or terminated by instrument of transfer but not of record, or, if acquired or terminated other than by way of instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to ownership shall present to the Board of Directors of the corporation evidence satisfactory to it of facts evidencing lawful ownership status. A fiduciary or other official acting in a representative capacity shall exercise all membership rights and privileges of the owner or property right in respect to which he is serving.

3. Each owner shall be entitled to cast that number of votes on each matter coming before the meeting as provided in the Covenants.

(a) For the purposes of the conducting of meetings and voting at meetings, the Developer, if an owner of one or more Lots, shall be considered included within the term "owner" for the purposes of these Bylaws. Voting rights shall be determined in accordance with the Covenants. When more than one person holds an interest in any Lot, all such persons shall be members. The votes for such Lot shall be exercised as they among themselves determine, but in no event shall the votes held for one Lot be split.

(b) Multiple Owners. Where the owner of a Lot constitutes more than one (1) person, there shall be only one (1) voting representative entitled to the votes allocable to that Lot. In the event the owners of one (1) Lot cannot agree on how votes shall be cast, they shall forfeit their voting right on such issue as fractional voting shall not be permitted.

(c) Voting by Corporation or Trust. Where a corporation or trust is an owner or is otherwise entitled to vote, the trustee may cast the vote on behalf of the trust and the agent or other representative of the corporation duly empowered by the Board of Directors of such corporation shall cast the vote to which the corporation is entitled. A mortgagee may not be entitled to vote unless the mortgagee has become an owner of a Lot.

(d) Proxy. An owner may vote either in person or by his/her duly authorized and designated attorney-in-fact. Where voting is by proxy, the owner shall duly designate his/her attorney-in-fact in writing, delivered to the Association prior to the commencement of the meeting.

(e) Quorum. Except as otherwise expressly provided in the Covenants or these Bylaws, forty percent (40%) of the votes entitled to be cast on a matter must be represented at a meeting of members to constitute a quorum on that matter.

ARTICLE III

Membership Meetings

1. The annual meeting and any regular or special meeting shall be held within Johnson County, Iowa, and all such meetings shall be held at such particular time and place (which may or

may not be at the registered office of the corporation), as is set forth in the Notice thereof.

2. At any annual, regular or special meeting, the presence of members, in person or by proxy, who are entitled to cast a majority of the total number of votes outstanding as determined by the Covenants shall constitute a quorum for the transaction of business. All actions taken by the members or submitted to them for consideration shall be carried or approved upon the favorable vote of a majority of the votes represented and entitled to be cast at the meeting unless a different rule is provided herein or by the Articles of Incorporation, Covenants, Bylaws or any agreement to which the Association is a party. If neither the President nor Vice-President is available to preside, a chairperson shall be elected.

3. A special meeting of the members may be called by the Developer, the President or, in the event of his absence or disability, by the Vice-President or by any one Director or by such number of members who are entitled collectively to cast at least twenty-five percent (25%) of the total number of votes outstanding and entitled to be cast.

4. It shall be the duty of the Secretary or his or her designate to give written notice to members of the time and place of the annual meeting mid any regular meeting. The person or persons calling a special meeting pursuant to paragraph 3 shall give like written notice of the time and place of such special meeting. All notices shall set forth the purpose or purposes for which the meeting will be held and no action shall be taken at a special meeting, which is not directly related to the purposes of the special meeting as defined in said notice.

5. At all meetings the order of business shall consist of the following:

- A. Election of chairperson, if required.
- B. Calling roll and certifying of proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved minutes.
- E. Reports of officers, if applicable.
- F. Reports of committees, if applicable.
- G. Election of inspectors of election, if applicable.
- H. Election of directors, if applicable.
- I. Unfinished business.
- J. New business.
- K. Adjournment.

Robert's Rules of Order shall govern unless specifically superseded.

6. At all membership meetings, the presence of an owner and the exercise of the voting rights of the owner by proxy shall be permitted and recognized, provided such proxy must be in writing and signed by all persons possessing an ownership interest in the Lot in question and shall set forth the period for which the proxy is to be in force and effect. The decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal to the members.

7. The Secretary shall fix the record date for membership votes prior to any membership meeting. The record date for determining the members entitled to notice of a meeting is the close of business on the day preceding the mailing of the notice of that meeting. The record date for determining the members entitled to vote at a meeting is the date of the meeting.

8. After fixing a record date for notice of a meeting, the Secretary shall prepare an alphabetical list of the names of its members who are entitled to notice of the meeting. The list shall show the address of each member and the number of votes each member is entitled to cast at the meeting. The Secretary shall also prepare on a current basis through the time of the membership meeting a list of members, if any, who are entitled to vote at the meeting but were not entitled to notice of the meeting at the time notice was given. The Secretary shall make each list available as provided in Section 504.711 of the Iowa Code.

9. Notice shall be given by mailing or delivering the same not less than ten (10) nor more than sixty (60) days, or if notice is mailed other than by first class or registered mail, not less than thirty (30) days, prior to the date of the meeting. A mailed notice shall be duly given if addressed to the member at his or her address of record listed in a local telephone directory, unless at the time of giving of such notice, he or she has in writing directed a different mailing address to be carried on the rolls of the corporation. Where a Lot is owned in common or jointly, notice is duly given to the person named in the certificate required by paragraph 3 of Article II.

10. The annual meeting of the members shall be held on the 25th day of October each year at 7 p.m. local time, provided the first annual meeting shall not be held until such date in the year 2024, provided the initial Board of Directors may call an annual meeting prior to such date if such Board elects, all pursuant to the provisions of the Covenants in which the Developer as the initial Board of Directors has retained the right to name all directors until such time. The provisions of this paragraph shall not inhibit the calling or holding of any special meeting. At each annual meeting, the President and Treasurer shall report on the activities and financial condition of the corporation. The members shall consider and act upon other such matters as may be raised consistent with the notice and quorum requirements set forth in these Bylaws.

ARTICLE IV

Board of Directors

1. The corporation and its affairs shall be governed, managed, and administered by a Board of Directors. The initial Board is one (1) in number and the initial director shall be Matthew Adam. The term of the initial director shall commence on the day the Articles of Incorporation are filed with the Iowa Secretary of State and shall be five (5) years or shorter if the initial director resigns prior to the end of his initial term. The initial Board need not be members of the corporation. At the expiration of the term of the initial director and thereafter, the Board of Directors shall be selected from the members of the corporation. An officer or designated agent of a corporate member may serve as a director.

2. From and after the expiration of the term of the initial director, the Board of Directors shall be three (3) in number. At such time, the full complement of three (3) directors shall be elected. Thereafter the term of office for each director shall be two (2) years, except following the expiration of the term of the initial director one (1) director shall be elected for a one (1) year term, one (1) director shall be elected for a two (2) year term, and one (1) director shall be elected for a three (3) year term so that at each annual meeting thereafter the term of office of one member of the Board shall expire and one new director shall be elected accordingly, but there shall be no limitation on the number of terms during which a director may serve. All directors shall serve until their successors are duly designated and qualified.

3. Election of directors shall be by ballot in which each member (or members if more than one person holds title to a Lot) is entitled to cast one vote per Lot owned by the member(s) in respect to each vacant Board position. The person receiving a majority of the votes cast for each vacant position shall be elected. Immediately following the expiration of the term of the initial director, the members shall cast votes to

fill three (3) vacancies, each succeeding year, votes shall be cast to fill at least one (1) vacancy.

4. Vacancies in the Board of Directors occurring during the months between annual meetings may be filled until the date of the next annual meeting by vote of the majority of the directors remaining in office, whether those remaining constitute a quorum or not.

5. The initial director shall not be subject to removal. Thereafter a director may be removed from office at a special meeting called for such purpose, if at least seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast are voted in favor of such removal.

6. A majority of the Board of Directors may, by resolution, set a time and place for regular meetings of the Board of Directors and no notice thereof shall be required until such resolution is rescinded. Special meetings of the directors may be called by the President or any one (1) director. Not less than two (2) days' notice shall be given, personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

7. The Board of Directors, by resolution approved by all members thereof, may designate from among its membership an executive committee or other committees and by such resolution provide the extent and manner to which the same may have and exercise the authority of the Board.

8. Notwithstanding any provision contained in this Article, the Developer agrees to transfer control of the corporation to the Lot owners no later than the last of the following to occur:

(a) one hundred twenty (120) days after one hundred (100) percent of the Lots have been sold and conveyed or at such time as Developer no longer has any right or interest in the Future Development Ground;

(b) twenty years after completion of the project/conveyance of the first Lot.

ARTICLE V

Officers

1. The officers of the Corporation shall be the President, who shall be a director, a Vice-President, who shall be a director, a Treasurer and a Secretary, who may or may not be directors but who must be members or representatives of non-natural persons who are members, all of whom shall be elected annually by the Board of Directors, except that the initial officers and their successors shall be chosen by the initial Board of Directors and shall serve until the expiration of the term of the initial Board of Directors, and the initial officers need not be members of the Corporation. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or by specific grant from the Board, but subject at all times to the provisions of the Bylaws and to the control of the Board of Directors. More than one office may be held by a single person.

2. The President shall be the chief executive officer of the Corporation. He or she shall preside at all membership meetings and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the Corporation.

3. The Vice-President shall preside over membership meetings in the absence or disability of the President, and shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President and shall generally assist the President and exercise such other powers and duties as are prescribed by the Directors.

4. The Secretary shall keep as permanent records the minutes of all corporation meetings, including all meetings of the members and board of directors; a record of all actions taken by the members or directors without a meeting pursuant to a written ballot; and a record of all actions taken by committees of the board of directors. The Secretary shall also keep record of all actions approved by the members for the past three (3) years, shall be responsible for authenticating records of the corporation, and shall give notice where required or directed to do so. The Secretary shall maintain a record of the corporation's members in a form that permits preparation of a list of the names and addresses of all members. The Secretary shall make available during normal business hours to members within five (5) business days after any request for such document current copies of the Articles of Incorporation and Bylaws of the corporation, including amendments thereto, if any; resolutions adopted by its board of directors relating to the characteristics, qualifications, rights, limitations and obligations of the members; all written communications to members generally within the past three (3) years, including the financial statements furnished for the past three (3) years; a list of the names and addresses of the corporation's current officers and directors; and other books, records and financial statements of the corporation.

5. The Treasurer shall have control of the funds and other property of the Association, shall keep the financial books and records thereof, shall be responsible for preparing or arranging for the preparation for annual financial statements that include a balance sheet as of the end of the fiscal year and a statement of operations for that year, and shall pay vouchers approved by the Board or designate some person under his control to do so. The Treasurer shall cooperate with the Secretary in keeping and making available documents relating to the corporation's finances.

6. Compensation, if any, of all officers and employees shall be fixed by the directors. This provision shall not preclude the Board of Directors from employing a director as an employee, nor from contracting with a director for management of the Subdivision.

7. Any deed or contract for sale of real estate or lease (or assignment of such contract or lease) may be executed by the President or Vice-President and any officer other than the President or Vice-President. Any lien held by the Association may be released by any of the officers of the Association, provided that an officer shall not be permitted to release a lien against his or her own property. The Board of Directors may, in addition, authorize the execution of the kinds of instruments above mentioned or other instruments required to be executed on behalf of the Association in such manner as it shall by resolution direct.

ARTICLE VI

Powers and Duties of the Board of Directors

All of the powers and duties of the corporation (including those existing under the common law and statutes, the Articles of Incorporation and the Covenants), shall be exercised by the Board of Directors. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Covenants which governs the use of the land, and shall include in addition to those elsewhere provided for, but shall not be limited to, the following:

1. Making and collecting assessments against members for all common expenses.
2. Using the proceeds of assessments in the exercise of their powers and duties as directors.
3. Maintaining, repairing, replacing, and operating the items set forth in the Covenants, including the Storm Water Management Facilities , including all storm water lines, pipes, mains and conduits contained on any Lot in the Subdivisions including all common areas, elements and facilities, as applicable and contracting new improvements or alterations if authorized, and making or providing for payment for all such work and approving or delegating to the Treasurer authority to approve vouchers therefore.
4. Reconstructing, repairing, restoring or rebuilding of the Storm Water Management Facilities , including all storm water lines, pipes, mains and conduits contained on any Lot in the Subdivisions as applicable after casualty or otherwise.
5. Making and amending regulations restricting the use of Storm Water Management Facilities , including all storm water lines, pipes, mains and conduits contained on any Lot in the Subdivisions, and in their discretion, permitting or forbidding an action or conduct as discretion is committed to them in the Covenants.
6. Enforcing by legal means the provisions of the Covenants, the Articles of Incorporation, and the Bylaws of the corporation.
7. Contracting for management of the Storm Water Management Facilities , including all storm water lines, pipes, mains and conduits contained on any Lot in the Subdivision and delegating to such contractor all powers and duties of the corporation except such as are specifically required by the Covenants to have approval of the Board of Directors or the membership of the corporation; employing, designating and removing any personnel necessary for the maintenance, repair and replacement of the common areas and facilities.
8. Paying taxes and assessments which are liens against any part of the real estate owned by the Association, other than individual Lots, and the appurtenances thereto, and assessing the same against the Lots subject to such liens.
9. Carrying insurance for the protection of owners and the Corporation against casualty, liabilities, and other contingencies.
10. Paying the cost of all utility or other services rendered to any real estate owned by the Association, which is not billed directly to owners.
11. Interpreting and applying the provisions of the Covenants in matters of dispute between owners or between owners and the Association, which determination shall be binding on the owners; conducting and supervising all votes or determinations by members other than a membership meeting.
12. Acquiring title to and ownership in the name of the Association of real estate, and on behalf of all owners, selling, leasing or mortgaging such real estate and borrowing funds for any legitimate purpose and assigning as security therefore the assessment receivables due the Association, and provided further, the authority of the Board of Directors to borrow in excess of Five Thousand Dollars (\$5,000) shall be exercised only in the event of approval of owners entitled to cast seventy-five percent (55%) of the total number of votes outstanding and entitled to be cast. For purposes of permitted conveyance, lease, or encumbrance of Lots or

assessment receivables, the Board of Directors shall be regarded as the irrevocable agent and attorney in fact for all owners and members.

13. Any other items necessary to carry out the provisions of the Covenants or to maintain, repair or replace any real estate owned by the Association.

ARTICLE VII

Common Expenses: Assessments and Collection

1. The common expenses of the Association include all those legitimately assumed by it in connection with its powers, duties and obligations as set forth in the Articles of Incorporation, Covenants and Bylaws and as are necessary or implied in connection with the powers and duties of the Board of Directors and the provisions of Chapter 354 and 504, Code of Iowa.

2. Assessments against the Lots and the owners thereof shall be made by the Association in order to provide funds for the discharge of all common expense of the Association, which assessments, in addition to being and constituting a lien against the Lot in question and the appurtenances thereto shall also be a personal liability of the owner thereof and jointly and severally so if more than one owner. All assessments and funds collected therefrom shall be charged or credited to the owner's account. Unless specifically otherwise provided, as for example in the case of "special" assessments, each Lot and owner shall be liable and subjected only to the proportionate share of the total common expense and assessment made therefore as is derived by multiplying the total assessment by the percent interest of ownership of the common elements which is appurtenant to that Lot. Certain common expense for increased insurance premiums provided by the Covenants, of these Bylaws or on account of the failure of an owner to provide maintenance as provided by of the Covenants or other defaults shall be recovered by an assessment made only against a particular Lot(s) and the owner or owners thereof, which assessments are referred to in the Covenants as "special" assessments and shall be made in the necessary amounts therefore and without regard to the percentage of interest formula.

3. Where a mortgagee or purchaser of a Lot obtains title as a result of foreclosure of a first mortgage, such mortgagee or purchaser, his successors and assigns, shall not be liable for the assessments chargeable to such Lot due prior to the acquisition of title and such unpaid assessment shall thereafter be deemed to be common expenses collectible from all owners, including the mortgagee or purchaser, his successors and assigns. The owner of a Lot pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments whether generally or "specially" levied against said Lot and the grantor or prior owner thereof, but without prejudice to the right of such grantee or devisee to recover from the prior owner the amounts paid therefore.

A first mortgagee, upon request, will be entitled to written notification of any default in the performance of the mortgagor of any obligation created by the Covenants, the Articles or any other document, which default is not cured within sixty (60) days.

4. The Board of Directors shall adopt a budget each year for such one-year fiscal period as it elects to report on for income tax purposes, which shall include the estimated funds, required to defray the following common expenses:

(a) Current expense, which shall include all funds and expenditures to be made within the year for which the funds are budgeted (except expenditures chargeable to reserves or additional improvements), including a reasonable allowance for contingencies and working funds, and the assessment for

current expense may sometimes be referred to as the working capital assessment and the funds thereof as the working capital fund. Any balance in this fund at the end of each year may be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items, which occur less frequently annually, and for replacement of common property required on account of depreciation or obsolescence.

(c) Reserve for replacement, which shall include generally funds for repair, reconstruction and the like required because of damage, destruction, or other hazards.

Upon the determination of such budget, the directors shall each year levy an assessment for the amount to be thus assessed against each Lot at least thirty (30) days prior to the one year period covered by such budget and assessments. Notwithstanding the foregoing requirement of regular assessments, the Board of Directors may discontinue a regular annual assessment or reserve for replacement or transfer such portion thereof to another fund or account if in its judgment the amount remaining is sufficient to satisfy the best interests of the members.

5. The Board may also make and levy, from time to time, assessments for Common emergency or extraordinary expenses. Emergency assessments and "special" assessments shall be due and payable according to the terms fixed by the Board. Funds for emergency expenses may be raised by emergency assessment and/or by regular but separate reserve accounts and assessments for such purposes.

6. The regular annual assessments made for current expense and deferred maintenance and replacement reserves or for any other purpose shall be due from and paid by the Lot owners as to their shares thereof in twelve (12) equal monthly installments payable on the first day of each month during the one year period in question (or less frequently if the Board of Directors deems monthly payments unnecessary). If any installment of any assessment of any kind or character is in default for more than thirty (30) days, the Board of Directors may accelerate the remaining installments and declare the entire amount thereof due and payable within twenty (20) days after written notice thereof is mailed to the owner in default at his address carried upon the corporate records. When the Association has acquired a Lot, the assessment otherwise due and payable, reduced by the amount of income, which may be derived from the leasing of such Lot by the Association, shall be apportioned and assessments therefore levied ratably among all other owners according to their percentage interests in the common elements.

7. If prior to the date of its first annual meeting the Association requires capital, the Developer may loan to it any sums required in excess of the assessment for which the Developer is liable as owner, in which event the requirement of approval by a seventy-five percent (75%) vote shall not apply.

8. The share of all sums assessed payable by an owner but unpaid shall constitute a lien on the Lot or of such owner prior to all other liens, except tax liens on the Lot in favor of any assessing Lot or special district and all sums payable on a prior recorded first mortgage of record, which lien may be recorded and foreclosed by the Board for and on behalf of the Association as provided by law. In event of foreclosure, the owner shall be required to pay to the Association a reasonable rental for the Lot if he remains in possession thereof. The Association may sue for money judgment for unpaid assessments or sums due without foreclosing or waiving any lien, which it holds. In event of suit or foreclosure, the Association shall be entitled to collect reasonable attorney fees from owner.

9. The Association shall at all times maintain complete and accurate written records of each owner and the address of each, and setting forth the status of all assessments, accounts and funds pertinent to that owner. Any person other than an owner may rely on a certificate made from such records by an officer or agent of the Association as to the status of all assessments and accounts.

10. The initial regular annual assessment shall be \$600.00 per year, subject to increases or decreases by the Developer until such time and the Developer turns the Association over to the owner. The Board of Directors or Developer may change the amount of the monthly assessment without approval from the members, but must provide written notice of such changes.

ARTICLE VIII

Insurance Provisions

1. Responsibility for Insurance. Insurance policies on property owned by the Association and in respect to liability in connection with the use, ownership or operation thereof shall be purchased and paid for by the Association, and the premium expense thereof shall be a common expense of the Subdivision, and the Association, acting through its Board of Directors rather than any individual owner or owners, shall have the responsibility and authority, subject to the further provisions hereof, to adjust any loss or claim in connection therewith to the extent permissible by law.

2. Assured. All such policies shall be purchased by the Association for the benefit of the Association and the owners of Lots and their mortgagees as their interest may appear, and provision made where applicable for issuance of certificates of mortgage endorsements to the mortgagees of individual Lots. For the purposes of its functions under this Article, the Association may be considered the agent coupled with an interest of all the owners.

3. Coverage to be Afforded.

(a) Insurance against public liability and property damage, including liability on account of ownership, maintenance and control of common elements and areas, shall be procured in such form as will protect the Association and all owners and in such amounts as shall be required by the Board of Directors of the Association. Such liability policy or policies shall contain cross liability endorsements to cover the liability of the owners as a group to an owner and shall protect in standard form as a minimum the owners, Board of Directors, officers, agents and contractors of or with the Association. Such liability insurance may include but is not limited to water damage, legal liability, liability in respect to motor vehicles owned or hired, and off-premises employee coverage.

(b) Worker's compensation insurance shall be procured as required to meet applicable law,

(c) Such other insurance may be procured as the Board of Directors shall determine from time to time is necessary and reasonable in order to fully insure the Association property against insurable risks.

ARTICLE IX

Action Without Meeting

Any action required by these Bylaws to be taken at a meeting of the members may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by at least eighty percent (80%) of the members entitled to vote with respect to the subject matter thereof, or by the Developer until such time as the Developer turns over the Association to the owners.

ARTICLE X

Action By Written Ballot

Any vote or determination required or permitted to be made by the members of the Association and not required by law to be made at a meeting of the members may be taken or made pursuant to a written ballot. The Secretary shall deliver a written ballot to every member entitled to vote on the subject matter covered by the ballot. The written ballot shall set forth each proposed action to be considered by the members and shall provide an opportunity to vote for or against each proposed action. Approval of an action by written ballot of the members shall only be valid when (1) at least one-third (1/3) of all members entitled to vote on the action to be considered have returned completed ballots to the corporation and (2) the number of approvals equals or exceeds the number of votes that would be required to approve the action in person at a meeting. All solicitations for votes by written ballot should (1) indicate the number of responses needed to meet the quorum requirements, (2) state the percentage of approvals necessary to approve each matter (other than election of Directors) and (3) specify the time by which a ballot must be returned to the corporation in order to be counted.

ARTICLE XI

Amendment

1. Except as herein provided, these Bylaws may be amended, altered, repealed or new Bylaws adopted by the members at a special or annual meeting of the members upon the affirmative vote of at least two-thirds (66.67%) of the owners entitled to cast a vote all in accordance with the Covenants and these Bylaws or by the Developer so long as the Developer owns any Lot. No amendment, alteration or action taken to repeal these Bylaws and adopt new Bylaws shall change the provisions of the Covenants and these Bylaws which equate membership with Lot ownership, define the total number of votes, and base for each Lot the number of votes, liabilities for assessments, and interests in funds on the percentage interest appurtenant to that Lot unless unanimous consent of the owners and their mortgagees is secured. Any amendment, alteration or action taken to repeal these Bylaws and adopt new Bylaws, which affect Developer's rights, shall be void unless the written consent of Developer is given.

2. No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof, provided, however, if notice of the proposed amendment has been given, a different amendment relative to the subject matter thereof may be adopted by those present; in person or by proxy, and possessing the requisite percentage of the total number of votes outstanding and entitled to be cast, provided further, no vote by proxy may be counted unless the proxy expressly provides for such contingency. More than one proposed amendment may be included in the notice of a meeting.

3. These Bylaws may be amended by a vote of not less than two-thirds (66.67%) of the votes of the owners in a duly constituted meeting called for such purpose.

ARTICLE XII

General Provisions

1. The invalidity of any portion or provision of these Bylaws shall not affect the validity of the remaining provisions or portions hereof.
2. The Corporation shall not have a corporate seal.
3. The Board of Directors may require fidelity bonds from all directors, officers or agents handling or responsible for Association funds, except any insurance trustee, and shall procure an audit of the accounts and financial records of the Association not less than every five (5) years, and the expense of such matter shall be a common expense of the Association.
4. Each member shall have the obligations as such member as are imposed upon him/her by the Covenants as an owner, and no member shall have any power or authority to incur a mechanic's lien or other lien effective against the property in the Subdivision, except as the same may attach only against his appurtenant interest therein and be removable as such.
5. The Board of Directors may, in its discretion, issue written evidence of membership, but the same shall be evidence thereof only and shall in no manner be transferable or negotiable, and the share of the member in the assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to such assignment, hypothecation or transfer of the Lot.

Adopted by the Corporation as of this 14 day of June, 2024.

OAK MEADOW OWNER'S ASSOCIATION, INC.



Matthew Adam, Director