PROTECTIVE COVENANTS AND CONDITIONS

OF

FJORDS NORTH ADDITION

TO

JOHNSON COUNTY, IOWA

The following protective covenants and conditions are hereby adopted by the owners and developers of Fjords North Addition of a portion of the Northeast Quarter of Section 17 and the East Half of Section 8, Township 80 North, Range 6 West of the 5th P.M., Johnson County, Iowa, according to the plat thereof recorded in Book 19 , Page 67 , Plat Records of Johnson County, Iowa, for the mutual benefit of the owners of each and all of said lots, and shall be binding upon all present and future owners of each and all lots in said subdivision according to the terms herein specified as covenants running with the land and with the same force and effect as if contained in each subsequent conveyance of said lots or parcels:

1. All lots described herein (with the exception of those held for recreational and open space purposes) shall be known, described and used solely as residential lots, and no struture shall be erected or placed on any residential building lot other than one single family dwelling not to exceed two stories in height above ground level, a private garage for not more than four vehicles, and one barn or utility building.

2. No building shall be erected nearer than forty feet to the adjacent roadway, nor nearer than twenty-five feet from any side lot line or sixty feet from any rear lot line. All set backs as herein specified are developer requirements and subject to all applicable county zoning and building regulations.

3. No residential lot shall be re-subdivided.

4. No trailer, mobile home, basement, tent, tent trailer, shack, garage, barn or other building resting on or erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall the owners of any lots park or permit to park any house trailers, mobil homes or tent trailers on any lot or recreation area.

5. No building shall be erected on any lot unless the design and location is in harmony with existing structures and locations. Plans and specifications of proposed houses and their locations on the site shall be submitted to Fjords North, Inc., the developer, for its written approval before commencement of construction. This restriction is to apply to all future home owners in this area. In any case no dwelling shall be permitted on any lot described herein having total living area of less than 2,000 square feet.

6. Titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris and keep all non-wooded areas mowed, and agrees to take all steps necessary to control erosion on his lot or lots.

7. No obnoxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No lot shall be used or maintained as a

dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers and equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition and concealed from public view.

8. Construction of any residence shall be completed within one year from the date said construction is begun and used only as part of a graded landscape plan. A garage containing adequate space for at least two (2) automobiles will be erected on each lot.

9. No hunting or discharge of fire arms shall be permitted in Fjords North Addition.

10. Motorized pleasure equipment, e.g. snow mobiles, trail bikes, motorcycles and all terrain vehicles, shall be restricted to the traveled portion of the roadways within Fjords North Addition and shall not be used in such manner as to constitute a nuisance or hazard.

11. Up to twelve wells within Fjords North Addition, including one well to serve lots 14 and 16 only, shall supply water to the lots in said subdivision, and each lot shall obtain water from that well determined by the developer. No lot owner may drill a well upon any lot herein without the consent of the developer. The developer shall provide water to all lots in said subdivision, except for lots 14 and 16, which shall be jointly served by one well to be installed and maintained by the owners thereof. The owners of the lots served by the various wells within the subdivision shall be responsible for the costs of maintenance, operation and repair of the individual wells serving such lots.

12. Each lot shall have imposed upon it such easements as may be indicated upon the final plat of said Fjords North Addition. Further, there are retained upon such lots such easements as may be necessary for the location of wells thereon and such other pipes and mains as may be necessary to connect such wells with the premises intended to be served thereby. All utilities in said subdivision shall be underground.

13. Each lot owner who shall commence construction of a dwelling unit on one or more of the lots referred to above shall be responsible for the prorata share of such lot or lots of all road maintenance including snow removal from and after the date such construction is commenced. Prior to that time such prorata share of maintenance shall be the responsibility of the developer, whether or not the roadways within said subdivision shall at such time have been transferred to Fjords North Homeowners' Association, Inc., provided that in any event the owner of any lot within said subdivision shall commence paying his prorata share of road maintenance Two (2) years after purchasing any lot within said subdivision from the developer. Nothing herein contained shall be interpreted as precluding the developer from recovering the cost of any road maintenance or repair from a person who negligently or willfully damages such roads.

14. Until the roadways and common areas within said subdivision have been transferred to Fjords North Homeowners' Association, Inc., the developers shall assess against each lot within the subdivision its proportionate share, as above determined, of the costs of operation, maintenance and repair of the

well serving such lot, together with the costs of maintenance and operation of the roadways and common areas within the subdivision. Such assessments shall be made quarterly, and the owner of each lot within the subdivision shall pay each assessment to the developer within thirty days from the date of each assessment. In the event that any assessment is not timely paid, the developer may file a notice thereof in the office of the Recorder of Johnson County, Iowa, at which time such assessment shall constitute a lien against all lots in said subdivision owned by the party in default, provided that in no event shall any such lien be deemed to be superior to the lien of a first real estate mortgage against any such lot.

15. No later than thirty (30) days following the date of the final sale by the developers of all lots within the subdivision, the developers shall make their final assessment to all lot owners in the subdivision and shall, by at least fifteen (15) days advance written notice to each lot owner, convene a meeting of Fjords North Homeowners' Association, Inc. (Association) for the purpose of electing directors of said Association to manage and assess the cost of ownership, operation, maintenance and repair of the well and water system, roads and access easement, common areas and related matters. The Association shall, on a quarterly basis, assess all costs of ownership, operation and maintenance to the owners of lots within the subdivision, as hereinabove provided, and such assessments shall be payable by the lot owners within thirty (30) days from the date of each such assessment. The Association may thereafter file such assessments in the office of the Recorder of Johnson County, Iowa, in the same manner and with the same rights as set forth above in the case of the assessment by the developer. Nothing herein contained shall, however, preclude the developers from transferring such items to the Association and convening the meeting of the Association prior to the time hereinabove prescribed.

16. All owners of the lots in Fjords North Addition will be bound by the terms and conditions of any agreement among the developers and Johnson County, Iowa, and among the developers and the City of North Liberty, Iowa.

17. Upon the sale of all lots in said subdivision and the election of directors of the Association, the developers shall convey to the Association all roadways within said subdivision, including the easement to the north-south county road and also lots A, B, C and D as shown on the final plat of said Fjords North Addition, such lots to be used for recreational purposes and open spaces within said subdivision and maintained by the Association.

18. Except for covenant sixteen which shall be binding forever, these covenants are to run with the land and shall be binding upon all of the parties and all persons claiming under them for ten (10) years, at which time said covenants shall automatically be extended for successive periods of ten (10) years unless by vote of the majority of the owners of the lots it is agreed to change said covenants in whole or in part.

19. All owners of lots within the subdivision shall restrain their pets from running at large off the premises owned by such party except when accompanied by and under the control of such lot owner. The developers and, after activation of the Association, the Association shall have the

power and authority to further prescribe reasonable rules and regulations regarding pets and other animals within the subidivision.

20. 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, it shall be lawful and the exclusive right of any of other person or persons owning any other lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants.

21. The invalidation of any one of these covenats by judgment or Court Order shall in no way effect any of the other provisions which shall remain in full force and effect.

Dated at Iowa City, Iowa, this 31st day of January, 1980.

FJORDS NORTH, INC.

BY: Sally J. Fedge
President

Alan K. Fedge

BY: Alan K. Fedge
Secretary

Sally J. Fedge

STATE OF IOWA )
COUNTY OF JOHNSON) SS:

On this 31st day of January, 1980, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sally J. Fedge and Alan K. Fedge, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively, of said corporation executing the within and foregoing instrument; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said President and Secretary as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Robert N. Downer, Notary Public in and for said County and State

STATE OF IOWA )
COUNTY OF JOHNSON) SS:

On this 31st day of January, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Alan K. Fedge and Sally J. Fedge, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and ded.

Robert N. Downer Notary Public in and for said County and State