
Doc ID: 021901350013 Type: LAN
Recorded: 02/20/2019 at 02:43:12 PM
Fee Amt: \$67.00 Page 1 of 13
Scott County Iowa
Rita A. Vargas Recorder
File **2019-00003931**

Prepared by and after recording return to:

Matthew J. Hektoen 115 3rd Street, SE
Simmons Perrine Moyer Bergman, PLC Cedar Rapids, IA 52240

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DECLARATION OF PROTECTIVE COVENANTS

This Declaration of Protective Covenants (the "Declaration") is made as of the date last set forth below (the "Effective Date") by and between Paul Anderson and Marijo Anderson, husband and wife (the "Andersons") and Paul Anderson and Amy Andersen, Co-Trustees of the Anderson Family Trust (the "Trust") (the Andersons and the Trust are hereinafter referred to collectively as the "Owners").

RECITALS

- A. The Andersons are the owners of certain real property located in Scott County, Iowa described on Exhibit "A", attached hereto and incorporated herein by reference (the "Anderson Parcel").
- B. The Trust is the owner of certain real property located in Scott County, Iowa described on Exhibit "B", attached hereto and incorporated herein by reference (the "Trust Parcel") (the Anderson Parcel and the Trust Parcel are collectively referred to hereinafter as the "Real Estate").
- B. The Owners have engaged Anderson Development Group LLC, an Iowa limited liability company to act as the developer of the Real Estate.
- C. The Owners to subdivide the Real Estate for future development.
- D. The Owners further desires to subject the Real Estate to the terms of this Declaration.
- E. The Andersons and the Developer further desire to comply with the requirements of the Green Certification Program (the "Program") administered by the Iowa Economic Development Authority.

Now, THEREFORE, the Owners hereby makes the following declaration as to limitations, restrictions, obligations, and uses to which the Real Estate may be put, hereby specifying that this Declaration shall constitute covenants to run with the Real Estate as provided by Iowa law, and shall be binding upon all

the present and future owners of the Real Estate, or any subdivisions thereof, (each subdivision a "Lot" or "Parcel", as the case may be).

1. **PURPOSE.** The purpose of this Declaration of Protective Covenants is to ensure proper development and use of the Real Estate, to protect the owner of each building site located on the Real Estate against any improper development and use of surrounding building sites, to preserve, enhance, and protect the value, desirability, and attractiveness of all of the Real Estate and to further the goals of the Program as set forth herein.

2. **THE ANDERSON 400 OWNERS ASSOCIATION.**

a. **Purpose.** Each Lot owner subject to this Declaration shall automatically become a member of The Anderson 400 Owners Association, Inc., an Iowa non-profit corporation (the "*Association*") and shall be subject to assessment to carry out the purposes of the Association. The Association is organized and shall operate for the purpose of owning, maintaining, controlling, and managing the common areas and the storm water management facilities servicing the Real Estate existing now or at a future date, for the purpose of facilitating the mowing of grass on all common area lots and removal of snow from the roads and sidewalks in the Real Estate, whether or not the same is platted, and for any other lawful activity. The Association shall also have the right to enforce the terms of this Declaration as well as to represent the interests of the lot owners regarding issues affecting development of surrounding areas and maintaining the quality of the environment within the Real Estate. The Owners may, in their discretion, convey and the Association shall accept all of Owner's right, title, and interest in outlots and other common areas platted now or in the future, which outlots and other common area service the Real Estate. The Owners shall form the Association at or prior to the conveyance of the first Lot by Owners to a third party.

b. **Assessments.** Each owner of a Lot shall pay a percentage share of the Association's common expenses as set forth in the Bylaws of the Association (the "*Association Dues*").

The assessments, together with interest, costs and reasonable attorney's fees required for collection of past due assessments shall be a charge on the Real Estate 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 as provided for in the Bylaws of the Association. The Bylaws of the Association provide further detail on the operation of the Association.

c. **The Andersons.** So long as any portion of the Real Estate is owned by the Owners, said portion of the Real Estate shall not be subject to assessment by the Association. A Lot shall be subject to assessment by and the owner considered a member of the Association upon the sale or conveyance of said Lot by the Owners to a third party. The Owners may assign and the Association shall assume any and all rights entitled to the Owners under this Declaration. The Owners further reserve the right to assign any or all of the rights reserved to it under this Declaration to any third party. The Owners hereby appoint the Developer as its agent for exercising the rights and fulfilling the obligations of the Owners hereunder.

d. **Reallocation of Votes and Assessments.** In the event additional real property becomes subject to this Declaration or the Lot configuration of any of the Real Estate changes, the Owners shall record an amendment to this Declaration without the need to obtain the consent of any other Lot owner subject to these Protective Covenants.

3. **DEVELOPER REVIEW CONTROLS.**

a. **Plans and Specifications.** The Developer, as agent of the Owners, shall have the right to review and approve all building and site plan designs, including but not limited to location of access, drives, landscaping and other improvements. Prior to the commencement of construction, addition or reconstruction of any improvements on a Lot (including buildings, auxiliary buildings, signs, walls, fences, outside lighting, landscaping, driveways and parking areas), the owner thereof must submit to the Developer for its written approval two sets of complete plans and specifications for the proposed construction, alteration, or reconstruction. All plans and specifications submitted shall be prepared by an appropriate licensed professional in the State of Iowa who shall certify in writing that he has and will prepare the plans in accordance with this Declaration and in accordance with all zoning, building, health and safety ordinances, codes and laws and in accordance with all applicable easements and set backs pertaining to the Lot. The plans and specifications shall include such detail as the Developer shall require to show the size, shape, floor plans, section detail, square footage, height (including elevation drawings of all exterior walls), site plan, foundation plan, roof plans, all grading and landscape plans, sign detail, any proposed changes to be made in the elevation or surface conditions of the Lot, all exterior improvements, building materials and samples (including color samples of exterior finish materials). The Developer shall make its determination on approval of the plans and specifications, lot grading and landscape plans, based upon the suitability and durability of the proposed construction, the quality of the building materials and overall construction, the harmony of external design and the effect and appearance of such proposed project as reviewed from the streets and neighboring properties.

b. **Disclaimer.** The Developer's review of submissions is only for the purpose of assuring the character and value of the Lot 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, approval by the City of Princeton or any other restriction on the construction or property.

c. **No Liability.** Whenever this Declaration requires or allows the approval of the Owners or the Developer, such approval shall be at the discretion of the Owners or the Developer in the reasonable exercise of their best judgment and the Owners and the Developer shall not be liable to any person for the granting or refusal to grant its approval hereunder.

4. **VARIATION CONTROLS.** The Owners hereby reserves the right to enter into agreements with the purchaser of any part or parts of the Real Estate (without the consent of owners of other parts of the Real Estate) to deviate from any or all of this Declaration and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of the particular Covenant involved or any other as to the remaining property. Such deviation shall be reasonably consistent with the purpose of these restrictions, shall not materially adversely affect existing improvements, and provide that the requested deviation is in the best interest of the part or parts of the Real Estate and the variance requested is compatible with the character of the Real Estate all as determined by the Owners in their reasonable discretion. Whenever, in the exercise of its discretion, the Owners grant a deviation, each owner and/or occupant of a Lot hereby acknowledges that such variance shall not constitute a waiver of any conflicting provisions of this Declaration. Each owner and/or occupant of a Lot appoints the Owner's as its true and lawful attorney-in-fact for the limited purpose of consenting to and granting variances in compliance with the terms of this Declaration.

5. **CONSTRUCTION TIMELINE.** All exterior construction and Lot grading and landscaping shall be completed within eighteen (18) full calendar months of the date of commencement of construction, which commencement shall be deemed to occur when soil is disturbed for the purpose of placing foundations. Interior construction shall be completed in a timely manner and in no way shall be a public or visual nuisance while in progress. If interior construction is planned in stages, each stage shall be completed before progressing to the next stage.

6. **SITE PLAN RESTRICTIONS.** Each owner of a Lot shall design their respective site plans, develop their respective lots and construct all any improvements to be located thereon in compliance with the following requirements:

- a. The Real Estate must utilize green infrastructure practices to infiltrate, evapotranspire, capture and reuse the water quality volume (runoff from up to 2.25" of rain per 24 hours) to maintain or restore natural hydrology.
- b. The site plan for a Lot must maintain a one hundred (100) foot buffer around the existing high-quality wetlands from parking and building development in order to protect the quality of the wetlands.
- c. The site plans for a Lot must incorporate the pedestrian and bike access ways that are planned by the Owners throughout the interior of the Real Estate and to the boundaries of the Real Estate as shown in the master development plan for the Real Estate or seek a variance from the Owners and incorporate an alternative routing that achieves a similar outcome.
- d. Buildings and facilities must be designed and constructed to be eligible for LEED Silver Certification Standards or higher.
- e. Lighting for a Lot must meet the standards of the Model Lighting Ordinance (MLO) as designed by the International Dark-Sky Association (IDA) and Illuminating Engineering Society of North America (IESNA).

7. **LOCATING AND OPERATING RESTRICTIONS.** Each owner of a Lot must also comply with no fewer than eight (8) of the following conditions with respect to operating their business on the Real Estate.

- a. Harvest, treat and reuse rainwater and/or grey water to meet a portion of the Lot's water needs.
- b. Avoid conventional irrigation (drip irrigation is allowed).
- c. Require the use of native vegetation that minimizes water usage.
- d. Use integrated pest management.
- e. Provide access to shower/locker areas and bike parking/storage (onsite or participate in shared).
- f. Provide priority parking for carpooling.

- g. Incorporate charging stations for electric vehicles in site layout, and build utility conduits for the structure at the time of the facility construction, to proactively prepare for installation as demand grows.
- h. Participate in a renewable energy purchase program offered by the electric service provider or use onsite renewable energy systems to offset five percent (5%) of the facility energy costs.
- i. Institute recycling program.
- j. Adopt measures to reduce heat islands either through non-roof methods (provide shade with plants or architectural structures) or roof methods (highly reflective or vegetative roofs).

Owners of a Lot shall evidence compliance with the foregoing by providing a written certification to the Developer as to the criteria with which the Owner has complied.

8. **UTILITY EASEMENT**. A perpetual easement for utility purposes is reserved on a portion of each Lot as designated on the respective final plats for the Real Estate. No improvements shall be placed within the easement rights-of-way which in any manner interfere with the installation, and maintenance of the utilities within the easement rights-of-way.

9. **NOT BINDING UPON DEVELOPER OR ANDERSONS**. This Declaration shall not be binding upon any portion of the Real Estate so long as title thereto remains in the Owners.

10. **TERM**. The use restrictions (as contemplated by Iowa Code Section 614.24) run with the land and shall be binding on all the parties (except as provided in Section 9 herein) and all persons claiming under them for twenty-one (21) years after recording of this Declaration with the Scott County, Iowa Recorder, at which time said use restrictions shall automatically renew for an additional period of twenty-one (21) years provided that a claimant files a verified claim (as contemplated by Iowa Code Section 614.24) with the Scott County, Iowa Recorder.

11. **ENFORCEABILITY OF DECLARATION**. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the terms of this Declaration, it shall be lawful for the Developer, the Owners, the Association or any owner of a Lot 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 to recover of damages or other dues for such violation. The successful party in any such action shall be entitled to recover its reasonable attorney's fees from the other party.

12. **SEVERABILITY**. Invalidation of any one of this Declaration by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

13. **STORM WATER POLLUTION PREVENTION**. The owner of any Lot subject to this Declaration assumes, by acceptance of a deed for the Lot, the Owners' 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 the City of Princeton, if not already installed by the Owners. Such owner shall cooperate with Developer in obtaining a transfer of any soil erosion control NPDES 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 Owners or their affiliate, and the reissuance of a permit in the name of such owner. At any time required by the Owners, any party

accepting a deed for any Lot or part thereof shall execute the appropriate documentation required by the Iowa Department of Natural Resources or other governmental body to release the Owners 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 the Owners 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 the Owners, fails to execute documentation to relieve the Owners from responsibility for soil erosion or fails to comply with the lawful requirements for control of soil erosion shall be obligated to hold the Owners harmless from all liability, costs and expense, including reasonable attorney fees, arising from such failure by such party.

14. **RENEWABLE ENERGY SOURCES AND WATER RECOVERY.** The Owners encourages all Lot owners to utilize renewable energy resources on site including solar energy and wind energy generation. The Owners also encourages all Lot owners to design their site plans to utilize gray water recovery.

15. **ADDITIONAL PROPERTY.** The Owners may subject additional real property to this Declaration by written instrument filed in the records of Scott County, Iowa. As and when the Owners subject additional final platted lots to this Declaration, each lot shall be incorporated into the legal description of the Real Estate.

16. **AMENDMENT TO COVENANTS.** Except for the terms and provisions of Section 4 above which can only be unilaterally amended by the Owners, this Declaration may be amended from time to time with the written consent of the owners holding at least seventy five percent (75%) of the issued and outstanding membership voting power as set forth in the Bylaws of the Association. Said amendment shall be executed in writing and signed by an officer of the Association and the same shall be filed of record in the office of the Scott County Recorder. Notwithstanding the foregoing, this Declaration may not be amended to permit a Lot owner to rezone any of the real estate subject to this Declaration. Notwithstanding the foregoing, for so long as the Owners own any of the Real Estate the Owners may unilaterally amend this Declaration provided that said amendment does not materially impact the rights and obligations of the owners of Lots as determined by the Owners in their reasonable discretion.

17. **NUISANCE.** 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 actions within a county in said Code chapter shall be applicable to the Real Estate.

18. **RECITALS.** The recitals of this Declaration are substantive portions hereof and are incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT "A"
THE ANDERSON PARCEL

A PART OF THE SOUTH HALF OF SECTION 11 AND A PART OF THE NORTH HALF OF SECTION 14, ALL IN TOWNSHIP 79 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF THE SAID SOUTH HALF OF SECTION 11;

THENCE NORTH 88°11' 24" EAST 65.98 FEET ALONG THE SOUTHERLY LINE OF SECTION 11;

THENCE SOUTH 83°06'03" EAST 951.22 FEET ALONG THE NORTHERLY LINE OF RIVER HIGHLANDS 3RD ADDITION TO THE POINT OF BEGINNING;

THENCE NORTH 01°39'59" WEST 1,935.57 FEET;

THENCE SOUTH 76°34'11" EAST 143.28 FEET;

THENCE SOUTH 40°22'57" EAST 254.41 FEET;

THENCE SOUTH 32°49'03" EAST 500.81 FEET;

THENCE NORTH 64°24'08" EAST 251.53 FEET;

THENCE SOUTH 21°38'18" EAST 102.48 FEET;

THENCE NORTH 81°50'57" EAST 473.24 FEET;

THENCE SOUTH 58°42'42" EAST 224.19 FEET;

THENCE SOUTH 44°19'42" EAST 371.40 FEET;

THENCE SOUTH 02°31'42" EAST 137.24 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 67;

THENCE SOUTH 08°21'11" WEST 162.13 FEET ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 67;

THENCE NORTH 80°37'30" WEST 546.15 FEET;

THENCE SOUTH 07°29'39" WEST 908.86 FEET TO THE NORTHERLY LINE OF RIVER HIGHLANDS SUBDIVISION;

THENCE NORTH 83°06'03" WEST 1,036.13 FEET ALONG THE SAID NORTHERLY LINE OF RIVER HIGHLANDS SUBDIVISION AND THE NORTHERLY LINE OF RIVER HIGHLANDS 3RD ADDITION TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 47.197 ACRES OR 2,055,915 SQUARE FEET MORE OR LESS.

(FOR PURPOSES OF THIS DESCRIPTION THE NORTHERLY LINE OF RIVER
HIGHLANDS 3RD ADDITION IS ASSUMED TO BEAR SOUTH 83°06'03" EAST).

EXHIBIT "B"
THE TRUST PARCEL

ALL OF THE SOUTHEAST QUARTER OF SECTION 10, PART OF THE NORTHEAST QUARTER OF SECTION 10, PART OF THE SOUTHWEST QUARTER OF SECTION 11, PART OF THE SOUTHEAST QUARTER OF SECTION 11, AND PART OF THE NORTHWEST QUARTER OF SECTION 14 ALL IN TOWNSHIP 79 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN, SCOTT COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 10;

THENCE NORTH 01°51'36" WEST 5,299.40 FEET ALONG THE WESTERLY LINES OF THE SAID SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 10 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 10;

THENCE NORTH 88°42'17" EAST 932.57 FEET ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10;

THENCE SOUTH 01°26'32" EAST 1,285.79 FEET;

THENCE NORTH 88°37'56" EAST 1,713.42 FEET TO THE EASTERLY LINE OF THE SAID NORTHEAST QUARTER OF SECTION 10;

THENCE SOUTH 01°56'34" EAST 1,362.06 FEET ALONG THE SAID EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 10 TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 10;

THENCE NORTH 88°20'14" EAST 1,314.20 FEET ALONG THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 11 TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11;

THENCE SOUTH 02°51'54" EAST 877.54 FEET ALONG THE EASTERLY LINE OF THE SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11;

THENCE SOUTH 73°59'38" EAST 1,116.10 FEET;

THENCE SOUTH 40°14'58" EAST 333.42 FEET;

THENCE SOUTH 63°01'45" EAST 269.41 FEET ALONG THE SOUTHERLY LINE OF HIGHLAND WOODS ADDITION TO THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 67;

THENCE 237.47 FEET ALONG THE ARC OF A 1,276.00 FOOT CURVE CONCAVE SOUTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 13°41'13" WEST 237.12 FEET) ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 67;

THENCE SOUTH 08°21'11" WEST 317.65 FEET ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 67;

THENCE NORTH 80°37'30" WEST 546.15 FEET;

THENCE SOUTH 07°29'39" WEST 908.86 FEET TO THE NORTHERLY LINE OF RIVER HIGHLANDS SUBDIVISION;

THENCE NORTH 83°06'03" WEST 1,987.36 FEET ALONG THE SAID NORTHERLY LINE OF RIVER HIGHLANDS SUBDIVISION AND THE NORTHERLY LINE OF RIVER HIGHLANDS 3RD ADDITION TO THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 11 AND THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 14;

THENCE SOUTH 88°11'24" WEST 65.98 FEET ALONG THE SAID SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 11 AND THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 14 TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 11 AND THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 10;

THENCE SOUTH 88°30'06" WEST 2,640.02 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 10 TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 10 AND THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A PART OF THE SOUTH HALF OF SECTION 11 AND A PART OF THE NORTH HALF OF SECTION 14, ALL IN TOWNSHIP 79 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF THE SAID SOUTH HALF OF SECTION 11;

THENCE NORTH 88°11' 24" EAST 65.98 FEET ALONG THE SOUTHERLY LINE OF SECTION 11;

THENCE SOUTH 83°06'03" EAST 951.22 FEET ALONG THE NORTHERLY LINE OF RIVER HIGHLANDS 3RD ADDITION TO THE POINT OF BEGINNING;

THENCE NORTH 01°39'59" WEST 1,935.57 FEET;

THENCE SOUTH 76°34'11" EAST 143.28 FEET;

THENCE SOUTH 40°22'57" EAST 254.41 FEET;

THENCE SOUTH 32°49'03" EAST 500.81 FEET;

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THENCE SOUTH 21°38'18" EAST 102.48 FEET;

THENCE NORTH 81°50'57" EAST 473.24 FEET;

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THENCE SOUTH 44°19'42" EAST 371.40 FEET;

THENCE SOUTH 02°31'42" EAST 137.24 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 67;

THENCE SOUTH 08°21'11" WEST 162.13 FEET ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 67;

THENCE NORTH 80°37'30" WEST 546.15 FEET;

THENCE SOUTH 07°29'39" WEST 908.86 FEET TO THE NORTHERLY LINE OF RIVER HIGHLANDS SUBDIVISION;

THENCE NORTH 83°06'03" WEST 1,036.13 FEET ALONG THE SAID NORTHERLY LINE OF RIVER HIGHLANDS SUBDIVISION AND THE NORTHERLY LINE OF RIVER HIGHLANDS 3RD ADDITION TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 351.867 ACRES OR 15,327,321 SQUARE FEET MORE OR LESS.

(FOR PURPOSES OF THIS DESCRIPTION THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 10 IS ASSUMED TO BEAR NORTH 01°51'36" WEST).

[SIGNATURE PAGE FOR DECLARATION OF PROTECTIVE COVENANTS]

Dated this 14th day of February, 2019.

The Anderson Trust

Paul Anderson

Paul Anderson, Trustee

Amy Anderson

Amy Anderson, Trustee

Paul Anderson

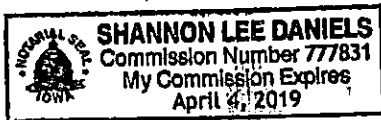
Paul Anderson, Individually

Marijo Anderson

Marijo Anderson, Individually

STATE OF IOWA)
) ss.
COUNTY OF Johnson)

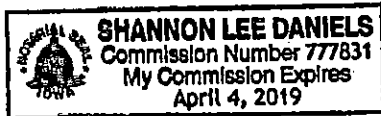
This instrument was acknowledged before me on this 14th day of February, 2019, by Paul Anderson, Trustee.



Shannon Lee Daniels
Notary Public in and for the State of Iowa
My Commission Expires: 4-4-19

STATE OF IOWA)
) ss.
COUNTY OF Johnson)

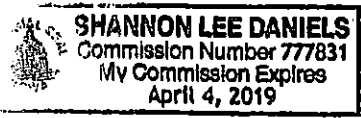
This instrument was acknowledged before me on this 14th day of February, 2019, by Paul Anderson, Individually.



Shannon Lee Daniels
Notary Public in and for the State of Iowa
My Commission Expires: 4-4-19

STATE OF IOWA)
) ss.
COUNTY OF Johnson)

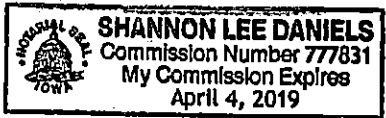
This instrument was acknowledged before me on this 14th day of February, 2019, by Marijo Anderson, Individually.



Shannon Lee Daniels
Notary Public in and for the State of Iowa
My Commission Expires: 4-4-19

STATE OF IOWA)
) ss.
COUNTY OF Johnson)

This instrument was acknowledged before me on this 14th day of February, 2019, by Amy Andersen, Trustee.



Shannon Lee Daniels
Notary Public in and for the State of Iowa
My Commission Expires: 4-4-19