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Tx:4144699

2016-17991

**RECORDER MARK BRANDENBURG
POTTAWATTAMIE COUNTY, IA
FILE TIME: 12/29/2016 2:09:25 PM
REC: 15.00AUD: T TAX:
RMA: 1.00ECM: 1.00**

R FEE \$ 15⁰⁰ RMA \$ 1⁰⁰

A FEE \$ _____ ECOM \$ 1⁰⁰

T TAX \$ _____

**Prepared by : Jack E. Ruesch, 25 Main Place, Suite 200, Council Bluffs, IA 51502
Return to: Jack E. Ruesch, 25 Main Place, Suite 200, Council Bluffs, IA 51502**

AGREEMENT

COME NOW, Fox Run Landing Homeowners Association, Inc. (hereinafter "Association"), and 92 Investments, LLC (hereinafter "Developer"), collectively referred to as "Parties", and recite the following:

- A. Association is a not-for-profit corporation which has powers of maintaining and administering the common properties and facilities and enforcing the covenants and restrictions and collecting and disbursing assessments and charges for Fox Run Landing Subdivision.
- B. Developer is the owner of the real estate described as Outlots 2 and 3, and Lots 35 through 63, being a replat of Lot 38 of "The Seven at Fox Run Landing" in the City of Council Bluffs, Pottawattamie County, Iowa (hereinafter "Lots").

Parties to this Agreement agree as follows:

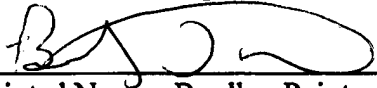
1. The Association and Developer agree that Outlots 2 and 3, and Lots 35 – 63 of the replat of Lot 38 of The Seven at Fox Run Landing owned by Developer shall be bound by all of the Restrictive Covenants of Fox Run Landing, and further agree that these Lots shall be subject to and governed by the By-laws for the Association.
2. The Association agrees to accept these Lots owned by Developer as being part of the Homeowners Association, and to enforce the Restrictive Covenants and Easements with respect to these Lots in accordance with the Bylaws of the Association.
3. The Association agrees to allow Developer to retain the exclusive right to determine the architectural control of Developer's Lots, until such time as the final Lot is sold. Provisions with regard to the architectural control are set out in an Amended and Restated Declaration of Restrictions and Covenants for these Lots.
4. Except for the Architectural Control described herein Developer will not have the rights of a "Developer" as that term was used in the Declaration of Restrictions and Covenants for Fox Run Landing dated October 12, 2000. Developer shall have the same rights and

responsibilities of all Lot Owners in Fox Run Landing Subdivision for each Lot owned by Developer, including but not limited to, one vote per lot. Developer and Midwest Land Development LLC will not be required to pay any assessments on unsold Lots until January 1, 2018.


5. Developer will be responsible for the maintenance of Outlots 2 and 3 and the drainage swale south of Gold Rush Drive until Lots 35 through 63 have all been sold.

All of the above is agreed to on the 7 day of Dec, 2016.

Fox Run Landing Homeowners Association, Inc., by:

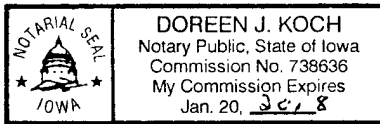

Printed Name: Bradley Point
Title: President

92 Investments, LLC, by:


Printed Name: John H Jerkovic
Title: Managing Member

STATE OF IOWA, COUNTY OF POTTAWATTAMIE

This record was acknowledged before me this _____ day of _____, 2016, by Bradley Point as President of Fox Run Landing Homeowners Association, Inc.



Doreen J Koch
Notary Public

STATE OF IOWA, COUNTY OF POTTAWATTAMIE

This record was acknowledged before me this 7th day of December, 2016, by John H Jerkovic as managing member of 92 Investments, LLC.



Katrina K. Methner
Notary Public