223-3370
DELAWARE COUNTY IOWA
FILED
'96 MAY 29 AM 11 03
BOOK 6 PAGE 127
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$11.00

Prepared by: Dave Fink, Box 213, Delhi, IA 52223 922-2123

Cozy Cove Covenantances

May 29th 1996

Detached Buildings and Property Line Fences

All detached buildings and property line fences must be agreed upon by at least three fourths of the developed lot owners, such structures must fit the integrity of their surrounding without blocking the veiw of others.

Well Agreement

All utility and maintenance costs pertaining to the well and lighting system are to be divided equally between developed lot owners.

The person or persons designated by the developed lot owners are responsible to see all expenses are paid when due, owners payment procedures are the same as road agreement.

Community Owned Property

All community owned property in Cozy Cove Subdivision is to be maintained by the developed lot owners.

If there are costs for said maintenance it is to be divided equally between developed land owners.

Designated person from owners also over see's property maintenance.

For Platbook, See Book 6
Page 138 6/10/96

Road Agreement for Cozy Cove Subdivision

1. All owners of the lots in this Subdivision shall be responsible for maintenance and upkeep of said roadways according to the terms and conditions of this Agreement.

2. Maintenance and upkeep of the roadway, including snow removal, shall be shared prorata between the dwelling owners in the Subdivision. Owners of lots in the Subdivision which are not developed (which do not contain a dwelling) shall not be responsible for a proportionate share of the cost of maintenance and upkeep until such lot is developed and a dwelling is placed thereon. Lot owners shall be liable for a prorata share of the cost when their dwelling is completed, but no later than one year after construction is commenced.

3. The owners of developed lots in the Subdivision shall meet annually and designate one owner to act as agent for the others in contracting for necessary maintenance, upkeep and snow removal. Said agent shall be responsible for apportioning the costs among the lot owners. Any amount that remains unpaid by any lot owner more than thirty (30) days after demand by the designated agent shall constitute a lien against said lot owner's property. Said lien shall be established by filing of an affidavit by the designated agent. Said amount may thereafter be collected by the designated agent on behalf of all developed lot owners who shall also be entitled to recover reasonable attorneys fees and court costs incurred in collecting said amounts.

4. Any improvements to the roadways in the Subdivision shall be agreed upon by at least three-fourths of the developed lot owners of the Subdivision at the time of said improvement. Notice shall be mailed to each developed lot owner at least ten (10) days prior to any vote taken by the developed lot owners on the question of roadway improvement. If approved by three-fourths of the developed lot owners, the proportionate share of the improvement cost shall be paid by each developed lot owner and shall become a lien against those developed lots as provided in #3 above. Any owner of any lot that is not improved by a dwelling at the time said improvements are made shall not be responsible for any share of the cost of said improvement. If and when improvements are made, the owners of the lots in the Subdivision that are subsequently developed shall be responsible for the maintenance and upkeep of the roadways as improved.

David J. Fink