Ann Schutte
1831 Honey Creek Rd
Manchester IA
52057

DELAWARE COUNTY IOWA
FILED
1999 MY 21 PM 3:51

BOOK 1999 PAGE 1804
DEBORAH L PAYTON
DELAWARE CO RECORDER
$16.00

Thomas J. Hanson 401 East Main Street, Manchester, Iowa 927-5920

DECLARATION OF WATER ASSOCIATION

The undersigned owners of the real estate described herein desire to create a Water Association affecting the following Lots located in Prairie Hill Estates Subdivision to Delaware County, Iowa, as follows:

> Lots Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20) and Twenty One (21) of Praire Hill Estates Subdivision according to plat recorded in Book 1999 Plats, Page 1731.

From and after the date hereof, the provisions of this Agreement shall run with the land and shall be binding upon the heirs, successors and assigns of a declarants herein.

There is currently a well located in the Northwest corner of Lot Eighteen (18) of the said Prairie Hill Estates Subdivision. Included with the well are pumping equipment, electrical service, a pit containing a pressure system and a two inch main running from the location of said well along 161st Avenue which runs along the Northerly boundary of Lot Seventeen (17), the Northwesterly boundary of Lot 18 and the Westerly boundary of Lots Nineteen (19), Twenty (20) and Twenty-One (21). Said well, pumping equipment, pit, pressure system, piping and all associated equipment shall collectively be referred to herein as the "water system". The water system shall provide water to residences located on each of the lots described herein under the terms and provisions hereof.

The owners of each of the herein described lots shall own an undivided one-fifth (1/5) interest in and to the water system. The owner of each said lot is granted an easement over, under and across so much of the real estate affected by the water system for the use of said water system and the right to enter on to each lot affected by the water system to inspect, repair and maintain the water system as necessary to keep it in good working order.

The cost of any inspection, maintenance, repair or replacement of the well, pump, pressure system, piping or any accessories to the system shall be shared equally by all lot owners. The damage caused to the lawn of any property owner by any

such inspection, maintenance, repair or replacement shall be considered a repair of the system and the cost of such lawn repair shall be shared equally by all lot owners. Provided however, that the owner of each lot shall be responsible for the cost of hooking on to the system and piping the water from the two inch main to their respective residences or other outlets. The cost of any such hookup and the piping necessary to pipe the water from the two inch main shall be paid by each individual lot owner. In the event that any individual lot owner, a member of their family, their guests or invitees, damage the system or any components thereof other than in the process of inspecting, maintaining, repairing or replacing the system, each said lot owner shall be obligated to separately pay for any such damage.

The owner of each lot which is hooked on to the system shall pay a monthly water bill of $5.00 per person per month beginning with the month that they begin using water from the system. However, if a residence is hooked on to the system but is vacant and not using water, then no such monthly water charge shall be assessed for each month that the home is vacant. The monthly charge shall be used to pay the electric bill. Any monies left over shall be retained by the Water Association to be used for future costs, inspection, repair, maintenance and replacement of components to the system. The monthly charge shall be reviewed annually as provided herein.

The owners of each of the lots described herein shall meet annually and designate one owner to act as agent for the others in receiving all monthly charges, paying the monthly electrical bill, and overseeing any inspection, repairs, replacement, or maintenance to the system. At such annual meeting the owners shall determine what amount, if any, shall be paid by each lot owner to a maintenance fund to pay the cost of repairs and maintenance to the system. In addition, the owners of each lot then paying a monthly water bill shall likewise set the monthly assessment for the next coming year. An affirmative vote by the majority of all lot owners shall be necessary to pass a resolution regarding the amounts to be paid to a maintenance account. An affirmative vote by a majority of all lot owners then obligated to pay a monthly water bill shall be necessary to pass a resolution on the amount of the monthly water bill. The owner of each individual lot shall be entitled to one vote on any such proceedings.

Any amount assessed which remains unpaid by any lot owner more than thirty days after demand by the designated agent shall constitute a lien against the said lot owner's real estate. Said lien shall be established by the filing of an affidavit by the designated agent with the Delaware County Recorder. Said amount may thereafter be collected by the designated agent on behalf of all affected lot owners who shall also be entitled to recover reasonable attorney fees and court costs accrued in collecting said amounts.

Dated this 21st day of May, 1999.

Daniel A. Schulte

Ann L. Schulte

Owners of all lots described herein.

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 21st day of May, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Daniel A. Schulte and Ann L. Schulte, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Vonda Billhorn Notary Public in and for the State of Iowa

VONDA BILLHORN NOTARIAL SEAL