DELAWARE COUNTY IOWA
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BOOK 200 PAGE 24
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
16.00

James V. Hanchill
40301 247th St.
Manchester IA
52057

Thomas J. Hanson 401 E Main Street, Manchester, Iowa 52057 (319) 927-5920
Preparer Information

# DECLARATION OF WATER ASSOCIATION

The undersigned owners of the real estate described herein desire to create a Water Association affecting the following described real estate:

> Lots D & E of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), Section Ten (10), Township Eighty-Eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 74.

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 the declarants herein.

There is currently a well located on the above-described parcels of real estate. Included with the well are pumping equipment, electrical service, pressure system and piping. Said well, pumping equipment, pressure system and piping and all associated equipment shall be collectively referred to herein as "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-half (½) 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 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 each lot owner. The damage caused to the lawn of any property owner by any such inspection, maintenance, repair or replacement and shall be considered a repair of the system and the cost of such lawn repair shall be shared equally by all each lot owner. Provided however, the owner of each lot shall be responsible for the cost of hooking on to the system and piping the water to their respective residences or other outlets. The cost of any such hookup and the piping necessary to pipe the water from the well 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 owners of Lot E shall pay the monthly electrical bill and the owner of Lot D shall pay an annual charge of $50.00 per year for the first ten (10) years of this agreement to pay their share of the electrical bill. The $50.00 shall be paid in one payment on September 1st of each year commencing September 1, 2000. After ten (10) years the parties shall renegotiate the amount that should be paid by the owner of Lot D for their share of the electrical bill, which the parties deem to be one-half of the cost of the electrical service for the pump. However, said amount shall not be less than $50.00 per year. The cost of any replacement, repair or maintenance to the system (except for piping and hook up which services only an individual residence) shall be paid equally by each of the respective lot owners. If a lot owner fails to pay the lot owner's share for more than 30 days after demand has been made for payment then said unpaid amount shall constitute a lien against the said lot owners real estate. Said amount may thereafter be collected by the other lot owner who shall also be entitled to recover reasonable attorney fees and court costs accrued for collecting said amounts.

Dated this 21 day of August, 2000.

James V. Graybill

Patricia A. Graybill

Owners of Lot D

FERGESEN
IOWA
NOTARIAL SEAL

STATE OF IOWA )
) ss:
COUNTY OF DELAWARE )

On this 21 day of August, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James V. Graybill and Patricia A. Graybill, 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.

Frank Fergesen
Notary Public in and for the State of Iowa
FRANK FERGESEN

Dated this 21 day of August, 2000.

Brian L. Jewett

Cheryl L. Jewett
Owners of Lot E

STATE OF IOWA )
) ss:
COUNTY OF DELAWARE )

On this 21 day of August, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brian L. Jewett and Cheryl L. Jewett, 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.

Frank Fergesen
Notary Public in and for the State of Iowa
Frank Fergesen