DELAWARE COUNTY IOWA
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BOOK 2002
PAGE 2883
DELAWARE COUNTY RECORDER
26.00

Dr. John Hare
3269 Stone Ct.
Manion, IA 52302

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PROTECTIVE COVENANTS AND RESTRICTIONS OF HICKORY HOLLOW PROPERTY OWNERS ASSOCIATION

The undersigned, President of Hickory Hollow Property Owners Association, on behalf of the owners of Lots 1 through 32, A.J. Schmidt First Subdivision, Lots 1 through 7B and Lots 9 through 17, and Parcels B, C, and D of Connolly's Riverview Addition of Section 30, Township 88 North, Range 4 West of the 5th P.M., Delaware County, Iowa, the owners being shown by Affidavits which will be filed with the Delaware County Recorder, in order to establish and maintain the residential character of each of the lots, and further to establish the manner of payment for improvements of the access road which has been recently paved, and further the manner of payment for the maintenance and upkeep of this right of way, do hereby covenant and agree with persons who may hereinafter purchase any of said lots, or may hereinafter own said lots, or any one or several of said lots, or have any right, title, or interest thereafter of any nature whatsoever regardless of the manner by which ownership or interest was acquired, that the use of the lots is restricted, and further is subject to certain assessments and that the use of said lots and the sale of said lots is subject to the following covenants, assessments, and duration, which matters shall be perpetual in nature and shall run with the land:

COVENANTS

1. Any construction completed on the lot will not obstruct the natural flow of surface water onto, from, or through the lot. Further, any maintenance or upkeep done on the lot will not obstruct the natural flow of surface water onto, from, or through the lot.

2. That each lot shall be kept free of weeds and debris, regardless of whether the lot is improved or vacant.

3. That no junk shall be permitted on the lot, whether the lot is improved or vacant, including but not limited to disabled, or little used vehicles, snow mobiles, boats, canoes, or pontoons; and further including but not limited to wood, iron, tin, fencing materials, boards, cans, papers, garbage, or any other discarded material.

4. No animals, livestock, or poultry shall be raised or kept on any lot except for usual household pets, provided the same are not kept for commercial purposes (i.e. breeding and sale of animals).

5. Any waste disposal system utilized on any of the lots included in this subdivision shall be constructed in such a manner that no outlet or overflow is provided that will allow domestic waste material to be discharged to the Maquoketa River either directly or over the ground surface. Further, any tile drainage system or absorption field or leaching bed used in conjunction with any disposal system shall have no outlet or overflow which would allow waste material to be discharged to the Maquoketa River. All such systems shall conform to all laws and regulations of the State of Iowa and the Delaware County Board of Health.

6. Motor vehicles may be operated within the development at a rate as posted.

7. Businesses or hobbies that cause increased traffic, odors, noise or circumstances detrimental to a residential area are prohibited on any lot.

8. No lot may be used for ingress or egress to the lake by non-property owners unless the non-property owners are invitees of a lot owner. Further, no lot may be used for ingress or egress to the improved roadway by non-property owners unless the non-property owners are invitees of a lot owner.

ASSESSMENTS

The undersigned acknowledge that the road right-of-way has been recently improved by paving. The undersigned acknowledge that the operation, maintenance, and necessary repairs of the roadway system constructed and installed within the development, the premium for any liability insurance, and such other projects as may be approved by the Association will require a method for the payment of the above stated expenses. In this regard, the undersigned do hereby agree as follows:

1. The owners of each lot with a structure within the subdivision shall pay an equal prorata share of the cost of operation, maintenance, and repairs of the roadway system constructed and installed within the development, the premium for liability insurance, and such other projects as may be approved by the Association. Each owner of a lot with a structure shall receive an assessment for the above stated expenses and each owner agrees to make payment of this assessment to the Treasurer of the Association within 30 days. It is agreed that unpaid assessments shall constitute a lien against each lot, beginning with the date that the assessment is sent to each lot owner. In the event any lot owner does not pay the assessment to the

Treasurer within 30 days, the Association may file an assessment lien in the office of the Delaware County Recorder, which assessment lien shall contain a sworn statement of the date and the amount of such an assessment and the description of the lot and the name of the owner thereof affected. The assessment shall bear interest beginning on the 31st day after the assessment is sent to each individual lot owner at the maximum legal rate and shall in addition include the cost of the recording, any and all attorneys fees required for the preparation of the lien and any other costs associated therewith. The lien for the assessment may be foreclosed in the same manner as a real estate mortgage with additional reasonable attorneys fees and other costs adjudged against said lot.

It is further agreed by the undersigned that the assessments, fees, and costs, in addition to being a lien against the real estate, are an individual obligation of each respective lot owner and the Association shall have the right to pursue the collection of each individual assessment against each individual lot owner by any remedy provided for by Iowa law in addition to the method referred to in the previous paragraph hereinabove.

2. The undersigned further agree that in the event that a lot without a structure presently later has a structure built upon it, and the structure is a single family residential structure, then, and in that event, the owner of the lot shall be required to pay a prorata share of the cost for the initial paving and other improvements, in the amount of $3,700.00. In the event that the structure which is built upon the lot consists of more than one dwelling unit, the owner of the lot shall be required to pay a prorata share of the cost for the initial paving and other improvements for each dwelling unit in the amount of $3,700.00 for each dwelling unit. At such time as the lot has a structure built upon it, the owner of the lot shall be subject to the payment of the expenses which are assessed as hereinabove stated and the remedy for the collection of the expenses. The expenses shall be charged for each dwelling unit that is on the lot. In the event that condominium units are placed upon a lot, each owner of the condominium unit shall be responsible for the payment of the expenses and shall be subject to the above stated remedies for the collection of the expenses.

3. The undersigned further agree that in the event a lot owner, or an owner of a separate dwelling unit does not make payment of the necessary expenses which are assessed, the Association, in their sole discretion, may deny the lot owner or the dwelling unit owner the right to use the road right-of-way maintained by the Association.

DURATION

1. These covenants and restrictions are perpetual in nature and shall run with the land and shall be binding upon all present owners, their heirs, successors and assigns and further on all persons claiming under them until January 1, 2022, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of ¾ of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part. If any of the parties hereto, their heirs, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons and either to prevent him, her, or them from so doing or to recover damages or compensation for such violation or violations. Any one found guilty of violating any of the above covenants shall agree to pay all attorneys fees, court costs and any other expenses of the prosecuting party.

2. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

3. Provisions of these covenants dealing with the matters set forth in paragraphs 1 through 8, of that part entitled "Covenants" may be amended at any time by the signature vote of ¾ of the then owners of the lots in said subdivision, and/or the owners of dwelling units on the lots, that are affected by these protective covenants and restrictions, at a regular or special meeting called for the said specific purpose. Each lot owner and each dwelling unit owner is entitled to one vote at such meeting and said vote may be cast at such meeting either in person or by proxy. Failure of any lot owner and/or dwelling unit owner to vote upon any such amendment shall not affect the enforceability of the same against the respective owner.

4. Provisions set forth in paragraphs 1, 2, and 3 of that part entitled "Assessments" and paragraphs 1, 2, 3 and 4, of this part entitled "Duration" may be amended at any time by the signature vote of 100% of the then owners of the lots and the owners of the dwelling units in said subdivision that are affected by these paragraphs. Each lot owner and/or dwelling unit owner is entitled to 1 vote at such meeting and said vote may be cast at such meeting either in person or by proxy. All lots owners and/or dwelling unit owners must vote on any such amendment of the above stated paragraphs.

HICKORY HOLLOW PROPERTY OWNERS ASSOCIATION

Simultaneous with the execution of the Protective Covenants and Restrictions hereinabove, Articles of Incorporation for Hickory Hollow Property Owners Association will be submitted to the Secretary of State to establish an Iowa Non-Profit Corporation under the Iowa Non-Profit Corporation Act. Each lot owner and each dwelling unit owner shall be a member of this corporation.

Dated this 12th day of July, 2002.

HICKORY HOLLOW PROPERTY OWNERS ASSOCIATION

By _____
Keith G. Schulte, President

STATE OF IOWA)
) ss:
LINN COUNTY)

On this 12th day of July, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Keith G. Schulte, to me personally known, who being by me duly sworn, did say that he is the President of the Hickory Hollow Property Owners Association, respectively, of the corporation executing the within and foregoing instrument, that no seal has been procured by the said corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; that that Keith G. Schulte, as President, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

_____
NOTARY PUBLIC

NOTARIAL SEAL IOWA
CARMEL R. BROWN
Commission Number 125066
My Comm. Exp. 5/7/2005