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DEBORAH L. PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

PROTECTIVE COVENANTS AND RESTRICTIONS

Recorder's Cover Sheet

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Return Document To: (Name and complete address)

Marcheta R. Cooey
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Legal description: See Page 2

Document or instrument number of previously recorded documents:

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PLAT OF HARTWICK LAKE CLUB NORTHEAST SECOND DIVISION PART OF THE SW QT OF SECTION 19, AND PART OF THE NW QT OF SECTION 30, ALL IN T88N, R4W OF THE FIFTH P.M.,

DELAWARE COUNTY, IOWA

PROTECTIVE COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That I, the undersigned, Marcheta R. Cooey, Executor of the Estate of Archie W. Cooey, Jr., Deceased, and Marcheta R. Cooey, Individually, being the owners of the lots in the above described Subdivision, a plat of which is recorded in Plat Book 2005 page 2840, in the office of the Recorder of Delaware County, Iowa, for the mutual benefit of those persons who may purchase any of the lots in said Subdivision, hereby impose the following covenants and restrictions on each lot in said Subdivision, and shall be binding upon all the present and future owners of each and every parcel of ground in said Subdivision as covenants running with the land and with such force and effect as if contained in each subsequent conveyance of land.

1. All lots described herein shall be used solely as residential lots, and no structure shall be constructed on any residential building lot other than one (1) detached single family dwelling, a one (1), two (2), or three (3) car garage and not more than two (2) additional out buildings for use in conjunction with said residence. No campers shall be permitted as either temporary or permanent residences in said subdivision.

2. No buildings except for a boat house or other buildings used for storage of or in conjunction with water equipment shall be erected on any residential lot nearer than fifty (50) feet from the lot line bordering the Maquoketa River/Hartwick Lake, nor closer than twenty (20) feet from the lot line opposite the lot line bordering said river. No building shall be erected nearer than five (5) feet from any side lot line.

3. No residential lot shall be resubdivided into building plots having less than six thousand (6,000) square feet of area or width of less than fifty (50) feet each, except as said lots may be less than fifty (50) feet in width and less than 6,000 square feet as shown on the recorded plat of said subdivision.

4. The titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds (except in forested areas), and free of debris.

5. No obnoxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become a nuisance or annoyance to other persons in said Subdivision.

6. By acceptance of the conveyance of any lot in said subdivision, every person or entity who is a record owner of a fee or undivided fee interest in any lot in said subdivision shall become a member of any association formed by the property owners in said subdivision for the purpose of regulation thereof and providing necessary or desirable services thereto. By acceptance of such conveyance, the Grantee hereby agrees on behalf of himself and his successors to pay to such association any annual assessments or charges for road maintenance, water, sewer, snow removal or other charges not including the foregoing, and special assessments for such capital improvements as may be necessary. The annual and special assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Both annual and special assessments shall be equitably spread among the owners of the various lots in said subdivision. Any assessments which are not paid when due shall become delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest then permitted by the laws of the State of Iowa, and the association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, interest, costs, and reasonable attorneys fee of any such action shall be added to the amount of such assessment. The lien of any assessment provided for herein shall be subordinate to the lien of any prior recorded mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien.

7. The undersigned hereby grant a public easement over all roads necessary to obtain access to the above described premises. Because Lots 5 and 6 share a roadway for the mutual benefit of said lots, entering from the county road (220th Avenue) onto Lot 5 and continuing in a southeasterly direction onto Lot 6, a road easement, as described on the plat of the subdivision, is granted over those portions of Lots 5 and 6 for the perpetual use and benefit of Lots 5 and 6. Such easement shall be for purposes of access and utilities only.

8. Any waste disposal system utilized in said subdivision shall be constructed such that no outlet or overflow is provided that will allow domestic waste material to be discharged to the Maquoketa River/Hartwick Lake either directly or over the ground surface. Any tile drainage system or absorption field or leeching bed used in conjunction with any such disposal system shall have no outlet or overflow which would allow waste material to be discharged to the Maquoketa River.

9. So long as a property owner participates in the expenses of maintenance, in improvement and other surfacing of the road as herein-above set forth, said property owner shall

have the right to use any road maintained by said association for purposes of access to his property. In the event that said land owner does not participate in said expenses, said property owners association shall have the right to deny the property owner of the right of usage.

10. These protective covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them for twenty-one (21) years from the date hereof, at which time said covenants may be extended as the same may presently exist or as may then be modified upon the vote of not less than two-thirds (2/3) of the then-owners of the lots.

11. If any of the owners of the lots, including the undersigned, or their heirs or assigns, shall violate or attempt to violate any of these covenants and restrictions while the same shall be in force and effect, any other owner of owners of lots in said subdivision may commence proceedings at law or in equity against the person or persons violating or attempting to violate said covenants and restrictions and may seek any remedy at law or in equity as recourse from such violation.

12. These Protective covenants and Restrictions may be amended from time to time other than at the times set forth in paragraph 9 hereof by written agreement executed by all of the then owners of each and every parcel of ground in said Subdivision.

13. There is hereby reserved unto the undersigned, their heirs, successors and assigns a perpetual right-of-way easement for the purpose of constructing, reconstructing, operating, maintaining and removing lines for transmission, and distribution for electric energy, for telephone and telegraph lines, and for underground water, gas, and sewer lines including the necessary poles, wires, guys, anchors, pipes, valves and other appurtenances, together with the right of ingress and egress, and the right to trim, cut down and remove such trees, brush, saplings and bushes as may interfere with the proper construction, maintenance, operation, or removal of said lines, upon, over, along, under and across the following described portion of said subdivision, to-wit:

Five Feet adjacent to all lot lines.

14. By acceptance of the conveyance of any lot in said subdivision every person or entity who is a record owner of a fee or undivided fee interest in any lot in said subdivision shall become a member of the LAKE DELHI RECREATION ASSOCIATION, INC. by purchasing a one time only cost of $100 membership per family. No yearly assessments are presently part of the dues structure of said association.

15. Invalidation of any one 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.

IN WITNESS WHEREOF, we have executed these Protective Covenants and Restrictions this 11 day of August, 2005.

Marcheta R. Cooey

Marcheta R. Cooey, Executor of the Estate of Archie W. Cooey, Deceased

Marcheta R. Cooey

Marcheta R. Cooey, Individually

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

On this 11th day of August, _____, before me a Notary Public in and for the Delaware County, Iowa, personally appeared Marcheta R. Cooey, Individually and Marcheta R. Cooey, as Executor of the Estate of Archie W. Cooey, Deceased, to me personally known to be the identical person named in and who executed the foregoing instrument, and acknowledge that she executed same as her voluntary act and deed.

ROBERT N. DOWNER
IOWA NOTARIAL SEAL
9/22/07

Notary Public in and for the State of Iowa
ROBERT N. DOWNER