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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

# DECLARATION OF WATER ASSOCIATION
## Recorder's Cover Sheet

**Preparer Information:**
Thomas J. Hanson, 401 East Main Street, Manchester, Iowa 52057 (563) 927-5920

**Taxpayer Information:**
Randy Shover
2271 Jefferson Road
Manchester, Iowa 52057

**Return Address**
Thomas J. Hanson
401 East Main Street
Manchester, IA 52057

**Grantors:**
Randy Shover and Mary Jo Shover, husband and wife

**Grantees:**
Randy Shover and Mary Jo Shover, husband and wife

**Legal Description:** See Page 2

**Document or instrument number if applicable:**

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 Lots located in Windy Hollow Subdivision in Delaware County, Iowa, as follows:

> Lots Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12) and Thirteen (13) of Windy Hollow Subdivision of part of the Northeast fractional Quarter and a part of the Southeast Quarter of Section Four (4), Township Eighty Eight (88) North, Range Five (5), West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2000, Page 1238 of the records of the Delaware County Recorder.

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 all declarants herein.

There is currently a well located on Lots Eight (8) and Twelve (12) of Windy Hollow Subdivision. Included with the well are pumping equipment, electrical service, a pressure system and a two-inch main running along the Westerly boundary of Lots Twelve (12) and Thirteen (13) and the Southerly boundary of Lots Eight (8), Nine (9), Ten (10) and Eleven (11). 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-sixth (1/6) 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 all lot owners. 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 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 electrical 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 owners 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 17 day of September, 2005.

Howard Randy Shover

Mary Jo Shover

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 17 day of September, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Howard Randy Shover and Mary Jo Shover, 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.

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2007

Notary Public in and for the State of Iowa
Thomas J. Hanson