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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

DECLARATION OF RESTRICTIVE COVENANTS OF DELHI LAKEVIEW ESTATES ASSOCIATION, INC.

Recorder's Cover Sheet

Preparer Information:

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Taxpayer Information:

Dan Platz
P.O. Box 371
Delhi, IA 52223

Return Address:

Moss & Casey
PO Box 274
Dyersville, IA 52040

Grantors:

Delhi Lakeview Estates Association, Inc.

Grantees:

Delhi Lakeview Estates Association, Inc.

Legal Description:

Document or instrument number if applicable:

DECLARATION OF RESTRICTIVE COVENANTS

OF DELHI LAKEVIEW ESTATES ASSOCIATION, INC.

Delhi Lakeview Estates Association, Inc., hereby makes the following declarations as to limitations, restrictions and uses to which the real property and common properties which comprise Delhi Lakeview Estates Association, Inc., formerly known as the Subdivision of Camp-O-Delhi, for which Covenants were previously recorded at Book X, Page 24, herein may be put, hereby specifying that said declarations shall constitute covenants to run with all of said real estate, and shall be binding up the successors and assigns of all parties and all persons claiming under them, and for the benefit and limitations upon all future owner of said real estate.

1. As of October 23, 2005, all septic tanks and sewage lines will be owned and maintained by those who are attached to each, and cannot be disconnected or destroyed regardless of whose lot they are on unless agreed to by all users. All bills for maintenance, replacement or repairs of common parts of the sewer system must be paid for equally by those using said common part. Individual service lines shall be the responsibility of the individual owners.

2. One central well and related water distribution piping will be owned and maintained by the Lot Owners' Association.

3. Delhi Lakeview Estates Association, Inc., electricity usage and garbage service will be paid by the Lot Owners' Association and assessed to the lot owners.

4. Lake frontage will be owned and maintained by the Lot Owners' Association. Lake frontage cannot be sold and must remain part of Delhi Lakeview Estates Association, Inc.

5. All roads and easements within Delhi Lakeview Estates Association, Inc., and easement roads coming into Delhi Lakeview Estates Association, Inc., will be owned and maintained by the Lot Owners' Association.

6. Docks will be owned by the Lot Owners' Association and may be rented by the year to lot owners. Income from rentals to be used towards paying the expenses of the association.

7. A tree that provides shade to adjoining lot owners may only be cut down upon presentation to the Board of a statement by a licensed tree trimmer that said tree poses a risk of injury or damage to person or property and said risk cannot be eliminated by trimming said tree.

8. You may not fence in your lot unless agreed to by adjoining lot owners.

9. Unoccupied lots cannot be assessed for maintenance or improvements until

a trailer or cabin has been placed upon said lot. When empty lots are occupied, they shall enjoy the same privileges of docks, sewage, garbage, water and road usage and easements as all other owners.

10. No building or other structures shall be commenced, erected or maintained upon any lot, nor shall any exterior addition be made until the plans and specifications have been submitted to and approved by a majority of the Board of Directors.

11. Any party who fails to pay any dues, fees or assessments by the appropriate due date shall have their water shut off and shall lose all dock privileges if said dues, fees or assessments are not paid within 30 days of receiving written notice of said delinquency from the Board of Directors.

IN WITNESS WHEREOF, the foregoing instrument has been executed this 18th day of October, 2005.

DELHI LAKEVIEW ESTATES ASSOCIATION, INC.

BY: _____
Daniel J. Platz, Vice President

STATE OF IOWA, DUBUQUE COUNTY, SS:

On this 18th day of October, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Daniel J. Platz, to me personally known, who being by me duly sworn, did say that he is the Vice President of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Daniel J. Platz, as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

_____
Marc W. Casey, Notary Public
In and For Said County and State

MARC W. CASEY
Iowa Notarial Seal
Commission Number: 11508
My Commission Expires: 05/07/08