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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Thomas J. Hanson 401 E Main Street, Manchester, Iowa 52057 (563) 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 Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20) 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 15 and 16 of Windy Hollow Subdivision. Included with the well are pumping equipment, electrical service, a pressure system and a two-inch main running along the Easterly boundary of the above described lots. 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.

Each of the owners of the above described lots will own an equal undivided interest in and to the water system, provided however, if an owner owns more than one lot containing only one residence then that shall count as a single interest. 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 by the lot owners

with each residence owner paying one equal share. 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 residence owners. Provided however, that the owner of each residence 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 residence owner. In the event that any individual residence 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 residence, which is hooked on to the system, shall pay a monthly water bill of six ($6.00) 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 and the cost to insure the water system. 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 described herein shall meet annually and designate one owner to act as agent for the other in receiving all monthly charges, paying the monthly electrical bill, providing insurance for and paying the cost for insuring the water system, 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 all owners to a maintenance fund to pay the cost of repairs and maintenance to the system. In addition, the owners of each residence 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 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 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 residence owners are prohibited from hooking an automatic lawn sprinkling system on to the water system without the consent of all other residence owners. The owner of each residence hooked on to the system shall be entitled one vote on any such proceeding.

Any amount assessed which remains unpaid by any residence owner more than thirty days after demand by the designated agent shall continue 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.

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Dated this 21 day of December, 2012.

Randy Shover

Randy Shover

Mary Jo Shover

Mary Jo Shover

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 21 day of December, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared 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, 2013

Notary Public in and for the State of Iowa

Dated this 18 day of December, 2012.

Charles J. Snitker

Charles J. Snitker

Sharon A. Snitker

Sharon A. Snitker

This instrument was acknowledged before me on December 18, 2012 by Charles J. Snitker and Sharon A. Snitker.

12/18/12 LINN County, Iowa

Aubury L. Dodge

AUBURY L. DODGE
Commission Number 760890
My Commission Expires
11-10-15

Dated this 21st day of November, 2012.

Kevin M. Ries

Colleen A. Ries

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 21st day of November, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kevin M. Ries and Colleen A. Ries, 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.

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2013

Dated this 6th day of February, 2013.

Chad D. Loecke

Charity L. Loecke

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 6th day of February, 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chad D. Loecke and Charity L. Loecke, 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.

Notary Public in and for the State of Iowa

SARAH R ODELL
Commission Number 762480
My Commission Expires
April 6, 2013

Dated this 11 day of February, 2013.

Steven J. Buesing

Abby R. Buesing

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 11th day of February, 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven J. Buesing and Abby R. Buesing, 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, 2013

Notary Public in and for the State of Iowa