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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by, and When Recorded, Return to: Brian & Jennifer Monk, P.O. Box 226, Monticello, IA 52310

Robert N. Downer, Meardon, Sueppel & Downer P.L.C., 122 South Linn Street, Iowa City, Iowa 52240, Telephone: 319-338-9222; Facsimile: 319-338-7250

PLAT OF HARTWICK LAKE CLUB WEST THIRD SUBDIVISION PART OF THE NE ¼ - NE ¼ OF SEC. 25 & PART OF THE SE ¼ - SE ¼ OF SEC. 24 ALL IN T88N, R5W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA

PROTECTIVE COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, Marcheta R. Cooey-Lux, formerly known as Marcheta R. Cooey, and Ralph Douglas Cooey, as Trustees of the Trust U/W/O Archie W. Cooey, Jr., Deceased, Marcheta R. Cooey-Lux, individually, William E. Lux, as spouse of Marcheta R. Cooey-Lux, and Brian John Monk and Jennifer Ann Monk, husband and wife, being the owners of Lots 1, 2, 3, 4 and 4A (the "Lots") in Hartwick Lake Club West Third Subdivision, part of the NE ¼ - NE ¼ of Sec. 25 & Part of the SE ¼ - SE ¼ Sec. 24, all in T88N, R5W of the Fifth P.M., Delaware County, Iowa, (the "Subdivision") according to the plat thereof recorded in Book 2014, Page 598, in the Office of the Recorder of Delaware County, Iowa, for the mutual benefit of those persons who may

purchase any of the Lots, hereby impose the following covenants and restrictions on the Lots, all as more particularly hereinafter set forth, which, except as hereinafter specifically limited, shall be binding upon all of the present and future owners of the Lots as covenants running with the land and with such force and effect as if contained in each subsequent conveyance of land.

1. It is understood that Lot 1 is owned or is being purchased by Brian John Monk and Jennifer Ann Monk, husband and wife, with the remaining Lots being owned by the other parties hereto.

2. Lots 4 and 4A shall be used in common by the owners of Lots 1, 2 and 3, as well as by the owners of lots in such other subdivisions as the owners of Lots 4 and 4A may choose to grant such rights of usage. No portion of Lots 4 and 4A shall be used for residential purposes, no structures shall be erected thereon except for boat ramps, winches and other devices for the launching of boats and for such related recreational purposes as the owners of Lots 4 and 4A may choose to grant. All of such ramps, winches and other devices shall be securely anchored to the land upon which they are located. Said owners may, in their discretion, assess such reasonable charges for the usage of Lots 4 and 4A as they shall determine. All references to "Lots" hereafter shall apply only to Lots 1, 2 and 3. The restrictions upon Lots 4 and 4A are as set forth in this section 2, except as herein specifically provided to the contrary.

3. The Lots shall be used solely as residential lots, and no structure shall be constructed on any 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 dwelling. No campers shall be permitted as either temporary or permanent residences on any Lot or elsewhere in the Subdivision.

4. No buildings shall be erected on any 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.

5. No 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.

6. 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.

7. No obnoxious or offensive trade shall be carried out upon any Lot, nor shall anything be done thereon which may reasonably be or become a nuisance or annoyance to other persons.

8. By acceptance of the conveyance of any Lot, every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall become a member of any association formed by the Lot owners for the purpose of regulation of the Subdivision 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 reasonably 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 Lots. 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. The association may bring an action at law against the owner personally obligated to pay the same, or in equity foreclose the lien against the property, plus 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.

9. The undersigned hereby grant an easement for ingress to and egress from the Lots, as well as for utilities over, across, through and (in the case of underground utilities) under those areas along the easterly boundaries of the Lots depicted upon said recorded Plat, said easements being for the perpetual use and benefit of the owners of the Lots for purposes of access and utilities only.

10. Any waste disposal system utilized 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 materials to be discharged to the Maquoketa River.

11. So long as a Lot owner participates in the expenses of maintenance, in improvement and other surfacing of the road as hereinabove set forth, said owner shall have the right to use any road maintained by said association for purposes of access to his Lot. In the event that said owner does not participate in said expenses, said association shall have the right to deny the owner of the right of usage.

12. 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 or owners of Lots 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, including but not limited to injunctive relief.

13. These Protective Covenants and Restrictions may be amended from time to time by written agreement executed by all of the then owners of each and every Lot, provided that any Lot owner not participating in the payment of expenses under paragraph 11 shall not participate in such amendment process.

14. By acceptance of the conveyance of any Lot, every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall become a member of the LAKE DELHI RECREATION ASSOCIATION, INC. by purchasing a one-time only membership at a cost of $100 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.

16. William E. Lux, spouse of Marcheta R. Cooey-Lux, signs these Protective Covenants and Restrictions only for the purpose of subjecting thereto any spousal

interest that he may have or acquire in and to the Lots, and for no other purpose whatsoever.

IN WITNESS WHEREOF, we have executed these Protective Covenants and Restrictions this 7 day of July, 2014.

Brian John Monk

Marcheta R. Cooey-Lux, as Co-Trustee and Individually

Jennifer Ann Monk

Ralph Douglas Cooey, Co-Trustee

William E. Lux

STATE OF IOWA)
) ss.
COUNTY OF DELAWARE)

This document was acknowledged before me this 7th day of July, 2014, by Marcheta R. Cooey-Lux and William E. Lux, wife and husband.

KATIE A. HUBBARD
Commission Number 766866
My Comm. Exp 12-28-2017

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss.
COUNTY OF DELAWARE)

This document was acknowledged before me this 7th day of July, 2014, by Marcheta R. Cooey-Lux, as Co-Trustee of the Trust U/W/O Archie W. Cooey, Jr., deceased.

KATIE A. HUBBARD
Commission Number 766866
My Comm. Exp 02-28-2017

Katie A. Hubbard
Notary Public in and for the State of Iowa

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

This document was acknowledged before me this 3rd day of July, 2014, by Ralph Douglas Cooey, as Co-Trustee of the Trust U/W/O Archie W. Cooey, Jr., deceased.

VANESSA GOMEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144009090
MY COMMISSION EXPIRES FEBRUARY 25, 2018

Vanessa Gomez
Notary Public in and for the State of ~~Iowa~~ ~~COLORADO~~ COLORADO VG -

STATE OF IOWA)
) ss.
COUNTY OF DELAWARE)

This document was acknowledged before me this 24th day of July, 2014, by Brian John Monk and Jennifer Ann Monk, husband and wife.

LORI L. BERTLING
COMMISSION NO. 164827
Iowa
MY COMMISSION EXP. 2/27/15
NOTARIAL SEAL

Lori L Bertling
Notary Public in and for the State of Iowa