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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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PROTECTIVE COVENANTS AND RESTRICTIONS OF HARTWICK LAKE CLUB WEST SUBDIVISION

OF PART OF THE S1/2 OF SECTION 24 AND OF PART OF THE N1/2 OF SECTION 25, ALL IN T88N, R5W, OF THE FIFTH P.M., DELAWARE COUNTY, IOWA

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, being all of the owners of the lots in the above-described Subdivision (including owners of leasehold interests), a plat of which is recorded in Plat Book 5, Page 40, in the office of the Recorder of Delaware County, Iowa, for the mutual benefit of the owners of any of the lots in said Subdivision, hereby impose the following covenants and restrictions on each lot in said Subdivision, which shall be binding upon all of 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. Neither mobile homes nor campers shall be permitted 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 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 any lots that may be less than fifty (50) feet in width and less than six thousand (6,000) square feet as shown on the recorded plat of said Subdivision.

4. The title holder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris, except natural growth.

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, garbage pickup, 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 fees 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. 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 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.

8. Owners agree to grant a public easement over all roads necessary to obtain access to the above described premises. 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 owner does not participate in said expenses, said property owners association shall have the right to deny the property owner the right of usage.

9. 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 (20) years from the date hereof, any change in said covenants may be made upon the written agreement executed by all of the then owners and lessees of at least two thirds (2/3) of the lots and parcels of ground in said Subdivision.

10. If any lot owner or lessee, or his or her heirs or assigns shall violate or attempt to violate any of the protective covenants and restrictions herein, it shall be lawful for any other person or persons owning or leasing any other lots in said Subdivision to commence such proceedings at law or in equity against the alleged violator for violating or attempting to violate any such covenants or restrictions and either prevent future violations or to recover damages for such violation.

11. There is hereby reserved unto the homeowners association for said Subdivision, its successors and assigns, a perpetual right of way easement for the purpose of, at the option of said association, constructing, reconstructing, operating, maintaining and removing lines for the transmission and distribution of 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 (5) feet on either side of all lot lines.

12. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

13. These Protective Covenants and Restrictions may be executed in counterparts, all of which when signed by the various lot owners and lessees shall be taken together as being one document.

DATED as of the dates set forth opposite the signatories' signatures.

LOT OWNERS OR LESSEES:	**DATE:**	**LOT NUMBER:**
By: Rodney Bacon Rodney Bacon	5-8-15	21
By: Sharon Bacon Sharon Bacon	5-8-15	21
By: Troy Berry Troy Berry	8-14-15	26
By: Randy Brokaw Randy Brokaw	7-3-15	18
By: Sue Brokaw Sue Brokaw	7-3-15	18

LOT OWNERS OR LESSEES:	DATE:	LOT NUMBER:
By: Michael Cambridge	7-17-15	28
By: Marlene Cambridge	7-17-15	28
By: Steven Crowley	7/23/15	25
By: Michael Duggan	4/29/15	13 (Lessee)/and 16 (Owner)
By: Tyler Burlage	8-4-16	1A Part of Lot 1
By: Robert Furino, Lessee	4/29/15	23
By: Dan Gatto	5-27-16	5
By: Sheran Gatto	5/27/16	5
By: Roger Hershberger, Lessee	7-3-15	19

LOT OWNERS OR LESSEES:	DATE:	LOT NUMBER:	
By: Kathleen Hershberger Kathleen Hershberger, Lessee	5-20-15	19	
By: Brian J. Lahey, Lessee	05/02/2015	7	
By: Jacqueline Lahey Jacqueline R. Lahey, Lessee	5/2/2015	7	
By: Richard Hughes Richard Hughes	8-25-15	31	
By: Susan L. Hughes Susan Hughes	11-24-2015	31	X
By: Verlon Huston Verlon Huston, Lessee Karen Huston POA	5-15-15	27	
By: Karen Huston Karen Huston, Lessee	5-15-15	27	
By: Kelley J. Kascel, Lessee	7-22-15	10	
By: Richard Koppes, Lessee	12-4-15	9	

LOT OWNERS OR LESSEES:	DATE:	LOT NUMBER:
By: Linda Koppes Linda Koppes, Lessee	6-4-15	9
By: Ivan C Lilienthal Ivan Lilienthal, Lessee	5/25/15	24 and 24A
By: Catherine Lilienthal Catherine Lilienthal, Lessee Lessee	5/25/15	24 and 24A
By: Chad M Charles Martin, Lessee	6/2/15	20
By: Dana J Martin Dana Martin, Lessee	6/2/15	20
By: Robert Nolta Robert Nolta, Lessee	5-25-14	2
By: Sandra Nolta Sandra Nolta, Lessee	5-25-14	2
By: Larry Paulson	5/28/2016	4
By: Jan Paulson Jan Paulson	5/28/2016	4

LOT OWNERS OR LESSEES:	DATE:	LOT NUMBER:
By: Robert Stephen Robert Stephen	May 5th	6
By: Karla Stephen Karla Stephen	5-5-15	6
By: Michael Rooney Michael Rooney	5/7/15	22
By: James J. Schaetzle James J. Schaetzle, Lessee	5-25-15	8
By: Linda L. Schaetzle Linda L. Schaetzle, Lessee	6-13-~~15~~ 2016	8
By: Thomas Sievers Thomas Sievers	5-18-15	3
By: Greg Stephen Greg Stephen	5/16/15	11
By: Larry Sloan Larry Sloan	11/25/15	1 x
By: Lois Sloan Lois Sloan	11-25-2015	1 x

LOT OWNERS OR LESSEES:	DATE:	LOT NUMBER:
By: Vicki Shadle Vicki Shadle	1/15/16	1
By: Roger Stephen Roger Stephen, Lessee	5-5-15	12
By: Sandra Stephen Sandra Stephen, Lessee	5-5-15	12
By: Howard Wood Howard Wood, Lessee	5-6-15	29 and 30
By: Linda R. Wood Linda Wood, Lessee	5-6-15	29 and 30
By: Marcheta R Cooey-Lux Marcheta R. Cooey-Lux	4/29/15	2, 7, 8, 9, 10, 12, 13, 19, 20, 23, 24, 24A, 27, 29 and 30
By: William E Lux William E. Lux	6-8-15	2, 7, 8, 9, 10, 12, 13, 19, 20, 23, 24, 24A, 27, 29 and 30
By: Craig A. Shadle Craig A. Shadle	8/6/16	Lot 1

LOT OWNERS OR LESSEES:	DATE:	LOT NUMBER:
Trust U/W/O Archie W. Cooey, Jr., Deceased		2, 7, 8, 9, 10, 12, 13, 19, 20, 23, 24, 24A, 27, 29 and 30

By: Marcheta R Cooey Lux 6-1-15
Marcheta R. Cooey-Lux, Trustee

By: Ralph D Cooey 2015 May 27
Ralph Douglas Cooey, Trustee

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 1st day of June, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marcheta R. Cooey-Lux, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person, as a Trustee of the Trust U/W/O Archie W. Cooey, Jr., Deceased, executed the instrument as the voluntary act and deed of the person and of the Trustee.

NOTARIAL SEAL IOWA
LINDA J. JAY
Commission Number 129134
MY COMMISSION EXPIRES
February 18, 2019

Linda J. Jay
Notary Public in and for the State of Iowa

STATE OF COLORADO)
) SS:
COUNTY OF Jefferson)

On this 27 day of May, 2015, before me, the undersigned, a Notary Public in and for the State of Colorado, personally appeared Ralph Douglas Cooey, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person, as a Trustee of the Trust U/W/O Archie W. Cooey, Jr., Deceased, executed the instrument as the voluntary act and deed of the person and of the Trustee.

Rebekah Wagner
Notary Public in and for the State of Colorado

REBEKAH WAGNER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144006301
MY COMMISSION EXPIRES FEBRUARY 7, 2018

LOT OWNERS OR LESSEES:	DATE:	LOT NUMBER:
The Estate of La Von M. Pasker		
By: Donna Cowen Donna Cowen as Executor of the Estate of La Von M. Pasker	5·9·15	14, 15 and 17

STATE OF CALIFORNIA)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2015, by Donna Cowen as Executor of the Estate of La Von M. Pasker.

SEE ATTACHED CERTIFICATE
DATE 5/9/15 NOTARY INITIALS

Notary Public in and for the State of California

RND/REALESTA/Cooey, Marcheta/Protective Cov. & Rest. For Hartwick Lake

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On May 9, 2015 before me, Susan Catherine Hicks, Notary Public
(insert name and title of the officer)

personally appeared Donn Cowen,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SUSAN CATHERINE HICKS
COMMISSION # 2092261
Notary Public - California
ORANGE COUNTY
My Comm Expires Dec. 16, 2018

Signature _____ (Seal)

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

This instrument was acknowledged before me on the dates hereinabove set forth opposite the signatories' names Rodney Bacon, Sharon Bacon, Troy Berry, Randy Brokaw, Sue Brokaw, Michael Cambridge, Marlene Cambridge, Steven Crowley, Michael Duggan, Robert Furino, Roger Hershberger, Kathleen Hershberger, Brian J. Lahey, Jacqueline R. Lahey, Richard Hughes, Verlon Huston, Karen Huston, Kelley J. Kascel, Ivan Lilienthal, Catherine Lilienthal, Charles Martin, Dana Martin, Robert Stephen, Karla Stephen, Michael Rooney, James J. Schaetzle, Thomas Sievers, Greg Stephen, Roger Stephen, Sandra Stephen, Howard Wood, Linda Wood, Marcheta R Cooey-Lux, William E. Lux.

Linda J. Jay
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
LINDA J. JAY
Commission Number 129134
MY COMMISSION EXPIRES
February 18, 20 17

STATE OF ~~TEXAS~~ IOWA)
)
COUNTY OF ~~HARRIS~~ LINN) SS:

This instrument was acknowledged before me on the 5 day of January, ~~2015~~ 2016, by Vicki Shadle.

GREG VRCHOTICKY
Commission Number 740695
My Commission Expires
5-11-2018

Notary Public in and for the State of ~~Texas~~ IOWA

STATE OF IOWA)
)
COUNTY OF ~~LINN~~ Delaware) ss:

This instrument was acknowledged before me on the 6 day of August, 2016, by Craig A. Shadle.

MARCHETA R. COOEY LUX
Commission Number 119532
My Commission Expires
Sept 28, 2016

Marcheta R Cooey Lux
Notary Public in and for the State of Iowa

STATE OF IOWA)
)
COUNTY OF Delaware) SS:

This instrument was acknowledged before me on the 4 day of August, 2016, by Tyler Burlage.

Marcheta R Cooey Lux
Notary Public in and for the State of Iowa

MARCHETA R COOEY LUX
Notarial Seal - Iowa
Commission Number 119532
My Commission Expires Sep 28, 2016

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

This instrument was acknowledged before me on the dates hereinabove set forth opposite the signatories' names: Susan Hughes, Larry Sloan, Lois Sloan, Richard Koppes, Linda Koppes, Robert Nolta, Sandra Nolta, Dan Gatto, Sheran Gatto, Larry Paulson, Jan Paulson, Linda L. Schaetzle,

Marcheta R Cooey Lux
Notary Public in and for the state of Iowa

MARCHETA R COOEY LUX
Notarial Seal - Iowa
Commission Number 119532
My Commission Expires Sep 26, 2016