Recorded: 10/22/2019 at 10:58:04.0 AM
County Recording Fee: $27.00
Iowa E-Filing Fee: $3.00
Combined Fee: $30.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2019 PG: 2936

NOTICE AGREEMENT

Recorder's Cover Sheet

Preparer's Information: (Name, address and phone number)

Community Savings Bank
201 East Main St
Manchester, Iowa 52057
563-927-4014

Taxpayer Information: (Name, address and phone number)

Keith J. and Sherri L. Mesch
4818 Winghaven Dr.
Waterloo, IA 50701

Return Document To: (Name, address and phone number)

Linda A Bessey
Community Savings Bank
201 East Main St
Manchester, Iowa 52057
563-927-4014

Grantors:

Keith J. and Sherri L. Mesch
Beverly Schneider Trust

Grantees:

Community Savings Bank

Legal Description:

See page 2

NOTICE AGREEMENT

The undersigned hereby acknowledges that the Community Savings Bank made a loan to Keith J. and Sherri L. Mesch in the amount of $100,000.00 on 9/14/2019 on property described as follows:

A dwelling locally know as 25729 206th Ave; Manchester, Ia 52057, and described by the Delaware County Assessor as:

Buildings on Leased Land in Section 23, Township 88 North, Range 5 West of the 5th P.M., in Delaware County, Iowa, (Tax Parcel 250230103009).

And further, the undersigned acknowledges that the said Keith J. and Sherri L. Mesch leases the underlying real estate upon which the above described cabin is located pursuant to the provisions of the attached "Schneider Camp Rental Terms".

And the undersigned, for and on behalf of the Beverly Schneider Trust as Trustee of the Beverly L Schneider Declaration of Trust dated 5/31/2002 and its successors in interest, hereby agrees that in the event that the said Keith J. and Sherri L. Mesch shall be in default under the terms of the hereinafter described "Schneider Camp Rental Terms" that the undersigned shall, at least ninety (90) days prior to the exercise of the right of termination of said lease for failure to pay rent, give notice by certified mail, mailed to its office in Manchester, Iowa, or hand delivered to the Loan Officer in charge of the above loan, informing the said Community Savings Bank of the default and the intention to terminate said lease agreement not less than sixty (60) days thereafter, unless said default is cured. By accepting this Notice Agreement the Community Savings Bank agrees that in the event of foreclosure on the herein described property that the said Community Savings Bank will pay all rent due to the undersigned during their term of possession of the premises.

Dated this 18 day of October, 2019.

Beverly Schneider Trust as Trustee of the Beverly L Schneider Declaration of Trust dated 5/31/2002

Beverly Schneider

By: Beverly Schneider-Trustee

STATE OF IOWA, COUNTY OF DELAWARE:

On this 18th day of October, 2019, before me, a Notary Public in and for said county, personally appeared Beverly Schneider, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Leticia M. Timmerman

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
LETICIA M. TIMMERMAN
Commission Number 752824
My Commission Expires
May 16th 2020

SCHNEIDER CAMP

RENTAL TERMS

Effective from January 1, 2017, ***until notified otherwise***, the Rent will be **$2,500.00 per year and DUE JANUARY 1ST of EACH YEAR.** Payments received after January 31st will need to pay $2,550.00. An additional $50 will be added per month if not paid.

You WILL NOT receive a yearly notice that this is due so... Please mark your calendars!

Following below are the rules. You are agreeing to comply by them if you purchase a cabin here and pay the yearly lease.

WE HAVE THE RIGHT TO EVICT YOU AT ANY TIME PER OUR DESCRETION.

1. **Your cabin is NOT to be sold without PRIOR approval and meeting of the buyer.** This rule is extremely important in order to protect all cabin owners. If you are planning on selling your cabin and listing it with a realtor, you, the owner, must first talk to us before getting it listed, then a follow up with the realtor. We will need a paper stating how you get your water, whether a well or sand point, and if it is shared, location and any agreements between other users signed by all. We also need to know about your septic system and whether it is shared, the location and a signed paper between parties of the agreements between users.

2. When you enter the lane up by the road, **you (and your children and guest)** are on PRIVATE PROPERTY!! Please drive at a SLOW SPEED, 10- 15 mph... ALL THE WAY BACK TO YOUR CABIN AND EVEN SLOWER THROUGH THE FARM YARD...5 – 10 mph!! ***SPEED LIMIT UP THE NORTH END IS 5 MPH!! *** Be mindful of the farm machinery and wait, back up or get out of the way of them. It is much harder for them to move than it is for you! **PLEASE DO NOT DRIVE ON OUR LAWN OR IN ANY HAYFIELDS OR ANY OTHER FIELD TO GET OUT OF THE WAY!!**

3. There are **NO multiple owners of a cabin**.

4. No cabin owner can add to the external part of their cabin without approval and permission. Sheds may be erected, **with approval**, being **no bigger** than 12'x12' in size & with a height limit! Any new septic systems must first get approval from Bruce before putting in for the location of it. Also, no bank work done, in front or behind, without first finding out if it is okay. No bushes, trees, or gardens can be planted away from the cabin and also no trees are to be removed without getting approval first.

5. You are allowed **two cars per cabin without a fee**. Additional cars must stop and pay their quarter when entering **each time**, including family and friends! **(Yes this means your own children!)** With 52 cabins and two cars that is 104 cars that we need to keep track of already. This rule is continually being abused. IT IS YOU, THE CABIN OWNERS RESPONSIBILITY TO INFORM YOUR GUEST TO DRIVE SLOW... STOP AND PAY!! If you are riding in with someone else in their car you are required to stop and pay. These rules apply day and night in order to keep it private for all of you!! Please let us know when you change vehicles.

6. Your cabin is **not to be rented or used by anyone other than your immediate family! Also, only the lifts for YOUR BOATS ALLOWED unless you want to be charged an extra $2,500 or more! This means no extra lifts for family or friends!!**

7. No fences will be allowed.

8. Cabin owners are expected to keep their dogs tied up or on their premises! No one wants to step in or clean on other animals messes!! Please also control their barking. People come to relax at the cabin and not listen to a dog barking constantly! If your dog becomes a nuisance, it won't be allowed here. Dogs caught chasing cattle will not be allowed back. If your dog chases cattle through any fences you will be responsible for the repair and loss, if any.

9. **No Dirt bikes or ATVs/UTVs allowed**. Also, **NO GOLF CARTS**, unless for a medical reason which needs to be

approved from Bruce first and approved annually. This is a Private road not a county road, so no off road vehicles are allowed from you or your guests!

10. No campers, camping trailers or tents allowed at a cabin **without permission first!!** If we don't know about them, they will be asked to leave. **This is not a campground!** Please let us know ahead and be mindful of your neighbors.

11. Please inform us if you will be having delivery trucks or service trucks come to work. Please inform them to **DRIVE SLOW** and obey the rules! We don't want unauthorized people in here and have to worry about theft, etc. There is **no charge for these vehicles.**

12. You are required to keep your lawn mowed. If we feel it is getting too long we will call you and give you a chance to get it mowed in a couple days or we will mow it for $50/time.

13. Please keep removed all trash, old lumber, barrels, and other junk from around your cabin and fences. Let's keep it all clean and looking nice! This is not a storage place for your unwanted stuff from home. Your firewood and other materials are to be **stored at your cabin,** not along your neighbors, and not where the boat trailers are stored.

14. If you are going to store your boat or pontoon trailer here, you must first get a tag from us before parking which will have your name on it. You can receive one free tag to park one of your trailers. Any additional trailers will cost $25. **You must keep the grass mowed under them throughout the summer! Mow your space FIRST before you park your trailer, again before Memorial Day, before the 4th of July, again before Labor Day weekend,** and **AFTER you pull your boats/trailers out.** Any trailer without a tag or not keeping the grass mowed under it will be removed and released for a fee of $100. This area is to be used by only Schneider's Camp trailers not others!! Only boat or pontoon trailers will be allowed here. No storage carts, wagons, storage trailers allowed.

15. When the "ROAD CLOSED" or the "STOP" signs are up to the river, please obey! This means that the road is either full of snow or too soft to drive on! We **"do not" keep the road back to the river plowed in the winter and "do not" allow anyone to have it plowed.** If you are able to drive to your cabin you are welcomed to drive if we don't have much snow and are always welcomed to park in the yard and walk back. Best bet would be to call ahead to see if you can drive back. Up the north end the road might be closed longer than the rest because of it taking longer for ice to melt out in the spring. Do not make plans for workers to come and work in the winter until you find out first if road is open .

16. **Boat lifts and docks are to be placed in front of your cabin, or may be asked to be moved if they're not!**

17. **We require that you carry a minimum of $100,000 in liability coverage on your homeowner's insurance.**

18. **We require you provide us with a Certificate of Liability Insurance "ANNUALLY" verifying you have coverage at your yearly insurance renewal.** The certificate holder should be as follows: Beverly Schneider, 20179 258th St, Manchester, Iowa 52057. We require that Bev Schneider be listed as an "additional insured" on your homeowner's policy and be notified from your insurance company if your insurance were to go into cancellation or be cancelled. Have the insurance renewals mailed to this address: Bruce Schneider, 20179 258th Street, Manchester, IA 52057. Beverly Schneider c/o

We can't stress enough that YOU ARE RESPONSIBLE FOR YOUR GUESTS AND ANY VISITORS!!

If they aren't following the rules it goes back to you, the cabin owner, in which it could lead to you being evicted. We do not ask much of you or your guests.....

***DRIVE THE SPEED LIMIT AS POSTED!!**

***PAY 25 CENTS (NOT A PENNY, NICKEL OR DIME...IF THEY ARE TOO CHEAP TO PAY 25 CENTS THEY BETTER NOT COME IN BECAUSE IT COULD BE THEIR LAST TRIP IN!) AND PUTTING $1 IN DOES NOT COUNT FOR 3 MORE FREE TRIPS IN!**

We are a family friendly area. We have kids riding bikes, people walking or running clear up to the farm so always be on the lookout for them. The safety of everyone is our main concern!

Compliance to these Rules will be to the benefit to all of the cabin owners!

THANK YOU!

Make checks payable to: **Beverly Schneider**

***You can either drop your checks off at Bruce's house or**

Mail them to his house. (Address below)*

Contact Person: Bruce or Margie Schneider (sons: Logan & Blake)

20179 258th Street

Manchester, IA 52057

Bruce Home#: 563-927-6861

Bruce's Cell: 563-920-5138

Margie's Cell: 563-920-5196

Email for Bruce & Margie: **bmlbsch@iowatelecom.net**