Book 2021 Page 661
Document 2021 661 Type 06 018 Pages 4
Date 2/23/2021 Time 9:55:31AM
Rec Amt $22.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

DECLARATION OF WATER ASSOCIATION
Recorder's Cover Sheet

Preparer Information:
Thomas J. Hanson
401 East Main Street
Manchester, Iowa 52057
(563) 927-5920

Taxpayer Information:
Daniel A. Schulte
19210 Goodland Drive
Manchester, Iowa 52057

Return Address
Thomas J. Hanson
401 East Main Street
Manchester, Iowa 52057

Grantors:
Daniel A. Schulte – Trustee
Ann L. Schulte – Trustee
Wesley D. Schulte
Jamie K. Schulte

Grantees:
Oak Valley Subdivision

Legal Description: See Page 2

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 Oak Valley Estates Subdivision to Delaware County, Iowa, as follows:

> Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) of Oak Valley Subdivision, a Subdivision of Parcel J being part of the Fractional Northwest Quarter of the Northwest Quarter (Frl. NW ¼ NW ¼) and part of the Fractional Southwest Quarter of the Northwest Quarter (Frl. SW ¼ - NW ¼) of Section 19, Township 89 North, Range 5 West of the 5th P.M.; and a Subdivision of Parcel D being part of the Northeast Quarter of the Northeast Quarter (NE ¼ - NE ¼) of Section 24, Township 89 North, Range 6 West of the 5th P.M.; all in Delaware County, Iowa, according to Amended Final Plat recorded in Book 2020, Page 3080.

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 the declarants herein.

There is currently a well located on Lot 10 of the said Oak Valley Subdivision. Included with the well are pumping equipment, electrical service, a pit containing a pressure system and a two-inch main running from the location of said well along Goodland Drive which runs along the Southerly boundary of said 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.

The owners of each of the herein described lots shall own an undivided one-sixth (1/6) interest in and to the water system. 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 equally by all lot owners. 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 lot owners. Provided however, that the owner of each lot 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 lot owner. In the event that any individual lot 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 lot which is hooked on to the system shall pay an initial hook-up fee of $250.00 at closing, or at such time as they hook on to the system if they purchase a vacant lot. The initial hook up fee shall be retained by the Water Association and used to pay future costs. In addition, the owner of each lot shall pay a monthly water bill of not less than $30.00 (for two or fewer persons residing at the residence) and a charge of $10.00 per month for each additional person with a maximum monthly water bill to be $60.00 per month. Said monthly water bill shall commence for each lot on the month they begin using water from the system. The monthly charge shall be used to pay the electric bill. 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. Any residence that installs an above ground or underground water sprinkling system shall pay an additional monthly charge of $20.00 for each month of the year that the water sprinkling system is in use. The monthly charge shall be reviewed annually as provided herein, provided, however, that an additional charge may be made against any residence that has excessive water usage.

The owners of each of the lots described herein shall meet annually and designate one owner to act as agent for the others in receiving all monthly charges, paying the monthly electrical bill, 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 each lot owner to a maintenance fund to pay the cost of repairs and maintenance to the system. In addition, the owners of each lot 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 lot 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 lot 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 owners of each individual lot shall be entitled to one vote on any such proceedings.

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

Dated this 22nd day of February, 2021

Daniel A. Schulte – Trustee of the Daniel A. Schulte Trust Agreement dated 3/22/11

Wesley D. Schulte

Ann L. Schulte, Trustee

Ann L. Schulte – Trustee of the Ann L. Schulte Trust Agreement dated 3/22/11
Owners of Lots 7 through 11

Jamie K. Schulte
Owners of Lot 12

STATE OF IOWA, COUNTY OF DELAWARE, ss:

This instrument was acknowledged before me on 2/22/2021, 2021 by Daniel A. Schulte, as Trustee of the Daniel A. Schulte Trust Agreement executed March 22, 2011; and Ann L. Schulte as Trustee of the Ann L. Schulte Trust Agreement, executed March 22, 2011.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, ss:

This instrument was acknowledged before me on 2/22/2021, Wesley D. Schulte and Jamie K. Schulte, husband and wife.

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
MICHELLE A. RIES
Commission Number 825111
My Commission Expires
5/6/2025