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DELAWARE COUNTY IOWA

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND GRANTS OF SILVER LAKE SUBDIVISION DELAWARE COUNTY, IOWA

Recorder's Cover Page

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Return Document to: G & T Land, LLC, 2541 Pioneer Road, Delhi, Iowa 52223

Grantors: G & T Land, LLC, 2541 Pioneer Road, Delhi, Iowa 52223

Grantees: Silver Lake Subdivision Owners

Legal Description: Silver Lake Subdivision, Part of the South one-half (S ½) of the Southwest Quarter (SW ¼) of Section Sixteen (16) and part of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Twenty-One (21), all in Township Eighty-Eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, containing a total of 10.96 acres, more or less, including 1.74 acres of public road right of way, subject to easements of record, divided into Lots 1 through 6 and Lot A. (Plat Recorded in Book 2021 Page 286, records of the Delaware County Recorder.)

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND GRANTS OF SILVER LAKE SUBDIVISION DELAWARE COUNTY, IOWA

ARTICLE I
DECLARATION – PURPOSES

SECTION 1. GENERAL PURPOSES: The Declarants own certain property located in Delaware County, Iowa, and desire to establish uniform building restrictions and covenants upon the use and occupancy of said property as described below:

> Silver Lake Subdivision, Part of the South one-half (S ½) of the Southwest Quarter (SW ¼) of Section Sixteen (16) and part of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Twenty-One (21), all in Township Eighty-Eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, containing a total of 10.96 acres, more or less, including 1.74 acres of public road right of way, subject to easements of record, divided into Lots 1 through 6 and Lot A. (Plat Recorded in Book 2021 Page 286, records of the Delaware County Recorder.)

ARTICLE II
GENERAL RESTRICTIONS

SECTION 1. On and after the date hereof, title to the aforesaid property shall be subject to the following restrictive covenants which shall run with the land. No building or other structure shall be erected, moved on, altered, or permitted to remain on any lot within said Subdivision that does not comply with the following minimum restrictions:

A. All lots described in said plat shall be known, described, and used solely as residential lots and no commercial signage of any sort shall be installed, maintained, erected, or allowed on any lot, developed or undeveloped nor shall it be allowed in common areas / right-of-way of the development with the exception of an approved "In Home Business" signage as explained in paragraph K below.

B. No more than one structure may be built on each lot for the purpose or use of human occupancy. Each residential structure shall have attached thereto a garage of adequate size to accommodate at least two motor vehicles. No trailer, camper, mobile home, basement, tent, shack, garage, barn, or other structure erected in the tract shall at any time be used as a temporary or permanent living quarters.

C. One additional detached structure shall be allowed on each lot for purposes of additional storage of personal property of the owner, consistent with the following terms and provisions:

   a. The additional structure may not exceed 2,000 sf and 25' in height from the ground level adjacent to the building to the peak of the building.
   b. The additional structure must be set back at least 5' off all property lines.
   c. The additional structure must be set back at least 20' off Wildon Street.

D. Each lot may also have one gazebo, shelter, outdoor fireplace or fire pit, unattached patio, or other similar structure that must also meet setbacks set out in Paragraph (C)(a) through (c) above.

E. No prefabricated primary residential structures are permitted.

F. The primary residential structure shall be constructed at least 30 feet from the front lot line, 15 feet from any side lot line and 20 feet from any rear lot line. (Unenclosed front porches, decks, and porches may extend into the 30' front yard setback but must remain at least 20' from the front lot line and at least 10' from the rear yard lot line. No septic field shall be placed on any lot other than the lot it serves absent a written recorded agreement between property owners allowing the septic field to extend onto the lot of another.

G. Said lots may be divided into smaller parcels for the purpose of conveyance to a contiguous property owner, however, no structure may be constructed on any lot which is smaller than an existing lot.

H. No dwelling shall be permitted on any lot described herein, having a ground floor square foot area (exclusive of porches, porticoes, entrance-ways, areaways or garages) of less than 1,450 square feet in the case of a one story structure nor less than 1,100 square feet in the case of a one and a half or a two story structure, and no building shall be erected, altered, placed or permitted to remail on any lot which exceeds two (2) stories in height above the existing ground level.

I. Once excavation has commenced on a lot for the purpose of building thereon, the dwelling on said lot shall be fully completed within one year of the time of commencement.

J. No lot owner may modify their lot in such a manner as to direct the flow of water from their lot, or to restrict or redirect the natural flow of water across their lot, over, on or across the lot of another or Wildon Road.

K. No animals of any kind shall be raised, bred, and/or maintained on any lot, with exception that dogs, cats, or other ordinary household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. No outside pets of any kind are permitted, nor shall any outside structure such as dog houses, kennels, rabbit hutches, chicken coops, etc., be erected on any lot for the housing of any animals domesticated or otherwise. No owner shall have more than a combination of four (4) cats or dogs at any given time that exceed the age of six (6) months of age. (The purpose of this exception is to allow a period of time for a litter of puppies or kittens to be weaned before being removed from the property.)

L. Owners shall maintain their property, whether vacant or improved, free of weeds, debris, building materials, junk, junk vehicles or machinery, rubbish/litter, trash/garbage/refuse, or other waste/unsightly materials, except that building materials may be temporarily stored for the purpose of immediate construction of a structure thereon. If garbage is stored outside, in bags or canned, it shall be screened from view at all times. (The use of tarps or similar materials shall not qualify as screening.)

    a. The use of old machinery, equipment, or any other object for "yard art" purposes shall be done so as to not create a nuisance condition or nuisance opportunity, including but not limited to the growth of weeds, providing a home or habitat for non-domesticated animals, vermin, etc., and shall not be unsightly. In recognition of the fact that beauty is sometimes in the eye of the beholder, making the enforcement of this provision difficult, any lot owner who finds any display or "yard art" of another lot owner to be in violation of this covenant may present their objection to all other owners of lots in the subdivision, and with the

agreement of at least four (4) lot owners may declare the display to be a nuisance in violation of this provision, requiring it to be removed/remediated within thirty (30) days. The affirmative agreement of four (4) lot owners on the matter shall be determinative and not subject to appeal or challenge.

M. No fruit or nut bearing tree shall be planted within the subdivision in any location that said tree, when fully mature, may drop said fruit or nuts on an adjacent property or Wildon Street. In the event that any such tree does drop nuts or fruit onto an adjacent lot or Wildon Street is shall be deemed to be a nuisance and shall be removed by the owner of the property on which the tree is located at the sole expense of the lot owner. Cotton producing Cottonwood Trees (Female Version) are strictly prohibited on all lots within the Subdivision and are hereby declared to be a nuisance and shall be removed by the owner of the property on which the tree is located at the sole expense of the lot owner. (Trees that exist at the approval of these covenants are not subject to the above prohibitions.)

N. No business, trade, industrial, commercial, or animal activity shall be carried on in any structure unless it can be accomplished consistent with the following provisions:
   a. The activity is performed solely within the primary residence, not in the garage or accessory structure.
   b. The activity either has no customers visiting the property or all of those that do visit have appointments and are parking on the paved driveway serving the property.
   c. The activity shall not create noise, smell, or similar annoyance or nuisance to other property owners within the Subdivision.
   d. One sign may be installed on the property; however, the sign may not exceed 4 square feet in total size, may be only one-sided, must be attached to the primary structure or located within four feet (4') of the foundation of the primary structure.
      i. A description and/or representation of the sign must be proposed to all lot owners and shall only be allowed, consistent with the above exception, if approved by at least ¾ of the lot owners. (Each lot has one vote.)
      ii. Vulgar, profane, obscene, or otherwise inappropriate words, pictures, or other displays is strictly prohibited.

O. All primary structures located in the Subdivision shall be owner occupied, the rental or leasing of same being prohibited.
   a. The rental of the primary structure though VRBO (Vacation Rental By Owner), Airbnb, or similar enterprise is also prohibited. (With the exception of the home on Lot 6 which existed prior to the development of "Silver Lake Development". The owners of Lot 6 shall be permitted to participate in VRBO, Airbnd, or similar practice. This allowance shall terminate at such time, if ever, that the home becomes owner occupied.)

P. No vehicles shall be parked on any area on a developed lot other than in the driveway. Parking on the street or any portion thereof is prohibited except for guest parking which shall not exceed 24 hours in length. Further, at no time shall any commercial vehicles and/or agricultural equipment (including trailers) be parked in any part of the development.

   No storage of recreational vehicles, campers, snowmobiles, trailers, boats, or similar items shall be permitted on any lot except within an enclosed garage, accessory structure, or on a permanent dust free pavement. (PCC or Asphalt) RV's may be parked in the driveway serving the garage for no more than one (1) week in any 30-day period.

Q. Fencing shall only be allowed in the following circumstances:
   a. Fencing around an in-ground pool or attached patio. Such fencing shall not exceed six (6) feet in height.
   b. Boundary line fencing/plantings may be installed at a height of not to exceed 4' with the permission of the adjoining property owner.
      i. Fencing, regardless of agreement, may not be installed between the front line of the home (front foundation extended) and the front lot line on any particular lot.
      ii. Shrubbery installed to create a fence like barrier shall be subject to the same rules/provisions set out herein.
   c. Underground pet fencing is permitted.

R. If the owner of any lots subject hereto, or their heirs, assigns, and/or successors in interest shall violate or attempt to violate any of the covenants or restrictions set forth herein, it shall be lawful for any other lot owner to prosecute any proceedings at law or in equity against the person or persons alleged to be violating or attempting to violate any such covenant or restriction, seeking injunctive relief and/or damages as deemed appropriate.

S. Radio or television transmission or receiving towers, antennas, receivers, or other reception dishes are permitted within the interior portion of a dwelling. No more than two exterior satellite dishes and one antenna, all for the sole purpose of serving the property of the owner, are permitted per lot.

T. Solar Panels shall only be permitted on structure roofs, no solar panels shall be erected on posts or in any other fashion.

ARTICLE III
STREET, SIGNAGE & MAILBOX CLUSTER BOX UNIT (CBU) MAINTENANCE, REPAIR & REPLACEMENT

SECTION 1. Wildon Street: All owners of lots in the Subdivision shall be entitled to the non-exclusive use of Wildon Street as shown in the Subdivision Plat. All owners of lots in the Subdivision shall be responsible for maintenance and upkeep of said roadways according to the following terms and conditions:

A. All purchasers of lots acknowledge that they are accepting Wildon Street in the condition as it exists at that time "as is" and are not being guaranteed that the road is in any specific condition and/or not in need of repair or maintenance.

B. During construction on any lot, the owner of said lot shall take steps to ensure that the Wildon Street is not damaged, by owners or their contractors or subcontractors, and shall be solely responsible for the costs of repairing Wildon Street in the event it is damaged.

SECTION 2. Subdivision Sign / Cluster Box Unit (CBU): The area of Lot 1 located on the east side of Wildon Street where the Subdivision Sign presently exists shall be deemed to be a perpetual easement area in favor of current and successor owners of all lots located within the subdivision. The sign shall be permitted to remain at or about said location moving forward and access to owners of other lots in the subdivision or their agents to the general area shall be permitted for inspection, repair, maintenance, and/or replacement. A Cluster Box Unit (CBU), to meet the requirements of the US Postal Service will also be installed on Lot 1 in an area identified as agreeable and appropriate to the US Postal Service, with the initial cost of installation being borne by the Developers. All mail to be delivered to the subdivision will be deposited in this common CBU. The area utilized for the CBU and access, repair, and maintenance to the CBU shall be deemed to be a perpetual easement in favor of current and successor owners of all lots located within the subdivision.

SECTION 3. Maintenance of Street, Signage, and Mailbox CBU (Cluster Box Unit):

A. **Road maintenance and Road Improvements** will be undertaken and made whenever necessary to maintain the road in good operating condition to insure the provision of safe access by residents and emergency vehicles. Any improvements to the roadways in the Subdivision shall be agreed upon by at least three-fourths of the lot owners of the Subdivision prior to said improvement. Notice, with a description of the proposed repairs, cost of proposed repairs, and the name of the proposed contractor shall be mailed to each lot owner at least ten (10) days prior to any vote to be taken by the lot owners on the question of roadway improvements. If approved by three-fourths of the lot owners, the proportionate share of the improvement costs shall be paid by each lot owner and shall become a lien against those lots as provided subsequently herein.

   a. If any parcel owner improves, maintains, repairs, or replaces without the approval of at least ¾ of all lot owners prior to performing such work, the lot owner performing such work shall be liable for the entire cost thereof, unless such work is deemed an emergency. Emergency is defined as work required to prevent immediate injury to property or person such as emergency shoring, filling, or erecting barriers to prevent immediate harm. Whether or not an emergency existed shall be determined by the Road Agent. The Road Agents determination of an emergency shall be binding and not subject to review.

   b. Maintenance and upkeep of the roadways, including snow removal, shall be shared pro rata between all lot owners, whether a lot is developed or not.

B. **Sign Repair, Maintenance, and Replacement** will be undertaken by the Road Agent as set forth subsequently herein without pre-approval of subdivision lot owners unless said expense exceeds $300.00 If the expense exceeds $300 the Road Agent shall first seek the agreement of Subdivision Lot Owners, with a ¾ approval being required to move forward with expenses exceeding $300.

C. **CBU Maintenance, Repair and Replacement** will be the shared responsibility of all owners of lots within the subdivision and shall be undertaken by the Road Agent as set forth subsequently herein without pre-approval of subdivision lot owners unless said expense exceeds $300.00, in which event the Road Agent shall first seek the agreement of Subdivision Lot Owners, with a ¾ approval being required to move forward with expenses exceeding $300.

D. **Subdivision Maintenance Fund** Each lot owner will be assessed the sum of $200 per year, payable to the Silver Lake Subdivision Maintenance Fund on or before January 1, of each year, with the first payment required hereunder being due on or before January 1, 2022. Each lot owner will contribute equally to the fund that is intended to cover the cost of future road maintenance, road improvements, annual snow removal and any other cost that pertains to the road in addition to costs associated with subdivision sign repair, maintenance, and replacement and mailbox support repair, maintenance, and replacement. Any lot owner may call for an increase or decrease in the annual assessment by providing all other lot owners written notice of their proposal. Each lot owner shall be allowed one vote on the question and the votes may be cast in any reasonable and reliable fashion. The proposal of any lot owner will be deemed approved with a ¾ vote in support of the proposal. In the event of a dispute between joint property owners on the vote, the first listed name on the deed shall be the voting party whose ballot is counted. Any approved increase or decrease will not take effect until the calendar year following its' approval. The annual assessment will remain in place from year to year unless a change is approved as set forth herein. When road work must be done, either scheduled or emergency, and the established road fund does not have adequate funds to pay for the work, then the remaining balance will be divided evenly among the owners of developed lots in the subdivision.

E. **Annual Meeting / Road Agent** The owners of the lots in the Subdivision shall meet annually, by December 1st of each year, and appoint one owner to act as agent for the others in contracting for necessary maintenance, upkeep, and snow removal by a majority vote of the owner's present, each lot owner being given one vote.

F. **Road Agent Responsibilities** The term of the agent shall commence on January 1 and end on December 31 unless re-appointed.

a. The Road Agent is responsible for apportioning road repair and maintenance costs among the lot owners. Any amount that remains unpaid by any lot owner more than thirty (30) days after demand by the Road Agent shall constitute a lien against said lot owner's property, to be collected, along with reasonable attorney fees and court costs by the Road Agent on behalf of all lot owners.

b. The above-referenced lien shall be established by the filing of an Affidavit by the Road Agent. Said amount may thereafter be collected by the Road Agent by any legal and appropriate means. Enforcement of Liens applies to annual dues and any potential additional demands made by the agent that results from schedule or emergency work.

c. The Road Agent will be responsible to ensure that Wildon Street is snowplowed, sanded/salted as required so as to permit year-round access. The cost shall come from the road maintenance fund. Individual driveway plowing shall be at the expense of the owner and invoiced to the owner directly by the snowplow contractor. Driveways shall not be plowed into the street after the street has been cleared. If a driveway is plowed into the street and the street has to be re-plowed as a result of this conduct, the parcel owner may be assessed the cost of the re-plowing.

d. Lot owners may agree to share in the plowing of the street at no cost to the other lot owners or the road maintenance fund.

e. If a lot owner, or lot owners, expect compensation for their efforts in clearing or sanding/salting the street, the compensation must be preapproved by the appointed road agent. If the appointed road agent wishes to be compensated for efforts in maintaining the street, the compensation must be pre-approved by a ¾ affirmative vote. (Each lot gets one vote consistent with prior terms hereof.)

f. The Road Agent shall establish and maintain a checking account with a local bank and will prepare and distribute an annual income and expense report and year-end balance sheet, accounting for all funds received and disbursed. All checks drawn on this account shall be signed by the road agent and at least one additional, non-related, lot owner. The Road Agent shall identify two or three eligible lot owners to sign necessary paperwork at the bank to be authorized as a signatory on the account. In recognition of the fact that the checking account interest will be taxed to the road agent personally and that the road agent will expend time and efforts to oversee the maintenance and repair of the road, the road agent will be entitled to all interest earned on the Road Agent account over the period of January 1 through December 31. The Road Agent shall report the interest amount proposed to be paid to the Road Agent to the lot owners at least thirty (30) days prior to making said payment to the Road Agent providing all lot owners an opportunity to object or question the transfer.

g. The Road Maintenance Fund shall be deemed to be the undivided joint property of all Lot owners. Upon the sale of a lot, developed or undeveloped, the seller shall not be entitled to any distribution from the Road Maintenance Fund, the balance of said fund shall transfer, if you will, with the property, and remain subject to use by the Road Agent and subsequent lot owners as the case may be, consistent with the prior provisions hereof.

ARTICLE IV
GENERAL PROVISIONS

SECTION 1. ENFORCEMENT: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or any entity violating or attempting to violate any covenant or restriction. Such action may be to restrain or enjoin such violation, or to recover damages, or against the land to enforce any lien created by these covenants. Should any owner employ legal counsel to enforce any covenant or restriction, or to prosecute the violation or the attempt to violate any covenant or restriction, then all costs incurred by the owner, by reason of such enforcement or prosecution, including reasonable attorney fees and expenses, shall be recoverable against the person or entity against whom such enforcement or prosecution is brought is such enforcement or prosecution is successful, meaning that the owner against whom enforcement was sought admits non-compliance or a Court of competent jurisdiction determines that the allegations were meritorious, justifiable, and that the relief requested was appropriate.

Any judgment entered consistent herewith shall be entered against the property owner and shall include any or all of the following; injunctive relief, monetary damages, damages for court costs and attorney's fees, and such other and further relief as the Court may find equitable and appropriate under the circumstances.

No delay or failure on the part of the owner of any land subject to this Declaration, in exercising any right, power, or remedy provided in this Declaration, including the right to enforce any covenant or restriction, shall be construed, or deemed to be a waiver of the right to do so thereafter.

SECTION 2. DURATION: The covenants and restrictions set forth in this Declaration shall run with the land and bind the subsequent landowners and shall inure the benefit of and be enforceable by the owners of any lots in the Subdivision for a term of twenty years from the date that this Declaration is recorded with the Delaware County, Iowa Recorder. After such time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots within the Subdivision has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless written notice of the proposed agreement is sent to every lot owner at least ninety (90) days in advance of any such action taken. Any lot owner can renew the covenants and restrictions contained herein pursuant to Iowa law for an additional period authorized by statute.

SECTION 3. OCCUPANTS: All of the obligations, liabilities and covenants imposed upon owners hereunder shall also be applicable to and imposed upon all persons occupying any lot who are not owners.

SECTION 4. SEVERABILITY: Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, all of which shall remain of full force and effect.

SECTION 5. MODIFICATION: In all matters herein requiring approval by Owners, such approval shall be determined by two-thirds majority vote of the owners, or their designees in such matters. Changes to these covenants shall require a two-thirds majority vote of all Owners and such changes shall be reported to each owner within 30 days of the approval vote.

SECTION 6. DEEDS: Each owner and purchaser of Lots within the Subdivision accepts such conveyance subject to restrictions, covenants, obligations, and liabilities hereby created, reserved, or declared, all as though same were recited at length in the property transfer documents.

Signed and dated this 10th day of March, 2021.

Declarant / Owner G & T Land, LLC

Tana C. Guetzko, President

Tana C. Guetzko, President

STATE OF IOWA)
)§
JONES COUNTY)

The above document was acknowledged before me on the 10th day of March, 2021 by Tana C. Guetzko, known to me to be the identical person named herein, who swore and affirmed that the above and foregoing was executed by her voluntarily, as an expression of her voluntary act and deed, and in her capacity as President of G & T Land, LLC.

NOTARIAL SEAL IOWA
DOUGLAS D. HERMAN
Commission Number 175238
My Commission Expires
8/24/2021

Notary Public, State of Iowa