



Book 2021 Page 2223

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Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

620 Prepared by: Robert N. Downer, 122 South Linn Street, Iowa City, IA 52240, (319) 338-9222  
Return to: Robert N. Downer, 122 South Linn Street, Iowa City, IA 52240

**PROTECTIVE COVENANTS AND RESTRICTIONS  
OF  
H.L.C. FIRST, SECOND, THIRD AND FOURTH SUBDIVISIONS,  
H.L.C. DEER RUN ADDITION AND H.L.C. DEER RUN SECOND ADDITION**

**PLAT OF H.L.C. FIRST, SECOND, THIRD AND FOURTH SUBDIVISION OF PART OF  
THE SE  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$  AND THE SW  $\frac{1}{4}$  OF THE SE  $\frac{1}{4}$  ALL IN SECTION 19 AND THE  
NE  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  AND THE NW  $\frac{1}{4}$  OF THE NE  $\frac{1}{4}$  ALL IN SECTION 30, T88N, R4W  
OF THE FIFTH P.M., DELAWARE COUNTY, IOWA**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, being the owners of the lots in the above-described Subdivisions, plats of which are recorded in the office of the County Recorder of Delaware County, Iowa, on those books and pages listed on Exhibit "A," attached hereto and by this reference made a part hereof, (the "Subdivisions"), for the mutual benefit of those persons who may purchase any of the lots in the Subdivisions, hereby impose the following covenants and restrictions on each lot in the Subdivisions, which shall be binding upon all the present and future owners of each and every parcel of ground in the Subdivisions 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 the Subdivisions.

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 as said lots may be less than fifty (50) feet in width as shown on the recorded plat of a Subdivision.

4. The title holder of each lot, vacant or improved, shall keep his or her lot or lots free of weeds and debris except for 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 the Subdivisions.

6. By acceptance of the conveyance of any lot in the Subdivisions every person or entity who is a record owner of a fee or undivided fee interest in any lot in the Subdivisions (a "Grantee") shall become a member of any association formed by the property owners in one or more of the Subdivisions 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 or herself and his or her successors to pay to such association any annual assessments or charges for road maintenance, water, sewer, snow removal, garbage pick up, 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 the Subdivisions. 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 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 discharge the assessment lien.

7. Any waste disposal system utilized in the Subdivisions 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 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. At the time of the initial construction of a residence on any lot in the subdivision after these covenants shall become effective, the owner of such lot shall pay to the Property Owners' Association a one-time fee of \$1,000.00 for a well hookup. Such fee shall not be applicable if the initial construction upon any lot shall be replaced.

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

10. 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 fifty-one percent (51%) of the lots and parcels of ground in the Subdivisions.

11. 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 the Subdivisions to commence such proceedings at law or 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 violations.

12. There is hereby reserved unto the property owners' association for the Subdivisions, 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 transmission, and distribution for electric energy, for telephone and telegraph lines, cable television systems, 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 the Subdivisions, to wit: five (5) feet on either side of all lot lines.

13. Invalidation of any one 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.

14. The 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.

LOT OWNERS & ADDRESS:

DATE:

LOT NUMBER:

*Marcheta R. Cooley Lux* *Aug-23-20*  
Marcheta R. Cooley Lux, Individually  
and as Co-Trustee of the Trust U/W/O  
Archie W. Cooley, Jr., Deceased

Lot 1 HLC 3<sup>rd</sup>  
Lot 2 HLC 3<sup>rd</sup>  
Lot 3 HLC 3<sup>rd</sup>  
Lot 12 HLC 3<sup>rd</sup>

Lot 2 HLC 4<sup>th</sup>  
Lot 3 HLC 4<sup>th</sup>  
Lot 4 HLC 4<sup>th</sup>  
Lot 5 HLC 4<sup>th</sup>  
Lot 6 HLC 4<sup>th</sup>  
Lot 7 HLC 4<sup>th</sup>

Lots 1 & 1A HLC Deer Run Add. PT NW $\frac{1}{4}$   
Lot 2 HLC Deer Run Add. PT NW $\frac{1}{4}$

Lots 3 & 3A HLC Deer Run Add. PT NW $\frac{1}{4}$   
Lot 4 HLC Deer Run Add. PT NW $\frac{1}{4}$   
Lots 5 & 5A HLC Deer Run Add. PT NW $\frac{1}{4}$   
Lot 6 HLC Deer Run Add. PT NW $\frac{1}{4}$   
Lots 7 & 7A HLC Deer Run Add. PT NW $\frac{1}{4}$   
Lots 8 & 8A HLC Deer Run Add. PT NW $\frac{1}{4}$   
Lots 9 & 9A HLC Deer Run Add. PT NW $\frac{1}{4}$   
Lots 10 & 10A HLC Deer Run Add. PT NW $\frac{1}{4}$

LOT NUMBERS CONTINUED:

Lot 1 HLC Deer Run 2<sup>nd</sup> Add. PT E½ NW & NW NE  
Lot 4 & 4A HLC Deer Run 2<sup>nd</sup> Add. PT E½ NW & NW NE  
Lot 5 & 5A HLC Deer Run 2<sup>nd</sup> Add. PT E½ NW & NW NE  
Lot 6 & 6A HLC Deer Run 2<sup>nd</sup> Add. PT E½ NW & NW NE  
Lot 7 & 7A HLC Deer Run 2<sup>nd</sup> Add. PT E½ NW & NW NE  
Lot 8 & 8A HLC Deer Run 2<sup>nd</sup> Add. PT E½ NW & NW NE  
Lot 9 & 9A HLC Deer Run 2<sup>nd</sup> Add. PT E½ NW & NW NE  
Lot 10 & 10A HLC Deer Run 2<sup>nd</sup> Add. PT E½ NW & NW NE

HLC 1<sup>st</sup> Sub. Lot 10 of Lot 1 of Lot 16 & 15' Access Rd. W of Lot 12 &  
Misc. Lake Frontage in HLC

\_\_\_\_\_  
William E. Lux, Spouse of  
Marcheta R. Cooley-Lux

William E Lux passed away on February 8, 2019

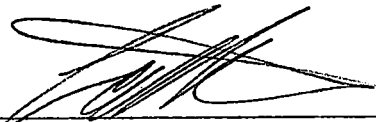
  
\_\_\_\_\_  
Ralph Douglas Cooley, Co-Trustee of the  
Trust U/W/O Archie W. Cooley, Jr., Deceased

2-18 Oct 11

LOT OWNERS & ADDRESS:

DATE:

LOT NUMBER:

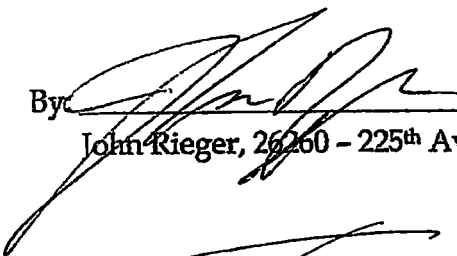
By:   
Carlin S. Freeman, 26304 - 225<sup>th</sup> Ave.

11/6/18

HLC 4<sup>th</sup> Lot 1

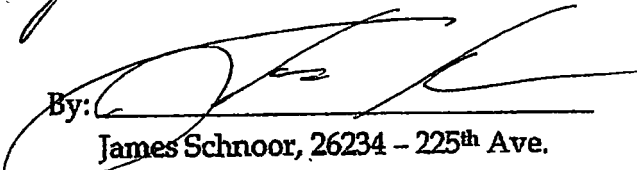
By: \_\_\_\_\_  
Jon Dahl, 26274 - 225<sup>th</sup> Ave.

HLC 3<sup>rd</sup>  
Lots 8, 9 & 10

By:   
John Rieger, 26260 - 225<sup>th</sup> Ave.

10-20-18

HLC 2<sup>nd</sup>  
Lots 7, 8 & 9  
HLC 3<sup>rd</sup> Lot 7

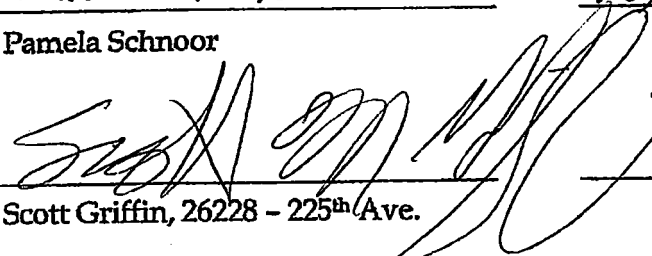
By:   
James Schnoor, 26234 - 225<sup>th</sup> Ave.

10/18/18

HLC 3<sup>rd</sup>  
Lots 5 & 6

By: Pamela K. Schnoor  
Pamela Schnoor

10/18/18

By:   
Scott Griffin, 26228 - 225<sup>th</sup> Ave.

7/3/19

HLC 3<sup>rd</sup> Lot 4

By: Lisa Griffin  
Lisa Griffin

7/3/19

LOT OWNERS & ADDRESS:

DATE:

LOT NUMBER:

By: \_\_\_\_\_  
Matthew Melby, 26160 - 225<sup>th</sup> Ave.

\_\_\_\_\_

HLC 2<sup>nd</sup> Lot 1  
& Parcel a PT Lot 2

By: \_\_\_\_\_  
Laura Melby

\_\_\_\_\_

By: \_\_\_\_\_  
Doug Ricklefs, 26146 - 225<sup>th</sup> Ave.

\_\_\_\_\_

HLC 2<sup>nd</sup> Sub  
Lots 2, 3 & 4

By: Nancy Ricklefs  
Nancy Ricklefs

11-26-18

By: Mark Freitag  
Mark Freitag, 26132 - 225<sup>th</sup> Ave.

11/2/18

HLC 2<sup>nd</sup> Lots 5 & 6

By: \_\_\_\_\_  
Crystal Freitag

\_\_\_\_\_

By: Steven Harbaugh  
Steven Harbaugh, 26090 - 225<sup>th</sup> Ave.

11/23/2018

HLC 2<sup>nd</sup> Lots 11, 12,  
13 & 14

By: Deceased  
Connie Harbaugh

\_\_\_\_\_

LOT OWNERS & ADDRESS:

DATE:

LOT NUMBER:

By: pg 8B  
Louie Christiansen, 26056 - 225<sup>th</sup> Ave.

HLC 2<sup>nd</sup> Lots 15 & 16  
and Parcel P

By: pg 8B  
Sue Christiansen

By: Don Lawson  
Don Lawson, 26006 - 225<sup>th</sup> Ave.

8-5-19

HLC 2<sup>nd</sup> Lot 21

By: Linda Lawson  
Linda Lawson

8-5-19

By: pg. 16  
Holly Kelly/XL Investments,  
26011 226<sup>th</sup> Ave.

HLC 1<sup>st</sup> Lot 1 NW NE  
& Lot 19 ex par and  
Lake front;  
HLC 2<sup>nd</sup> Lots 17, 18 & 20

By: \_\_\_\_\_  
Barry Klostermann, 26030 - 226<sup>th</sup> Ave.

HLC 1<sup>st</sup> Lot 3

By: Lisa Klostermann  
Lisa Klostermann

12/5/18

By: Joel Althoff  
Joel Althoff, 26036 - 226<sup>th</sup> Ave.

11/29/18

HLC Sub Lot 2

By: Leslie Althoff  
Leslie Althoff

11/29/18

LOT OWNERS & ADDRESS:

DATE:

LOT NUMBER:

By: Louie Christiansen - 10-30-18  
Louie Christiansen, 26056 - 225<sup>th</sup> Ave.

HLC 2<sup>nd</sup> Lots 15 & 16  
and Parcel P

By: Sue Christiansen 10-30-18  
Sue Christiansen

By: \_\_\_\_\_  
Don Lawson, 26006 - 225<sup>th</sup> Ave.

HLC 2<sup>nd</sup> Lot 21

By: \_\_\_\_\_  
Linda Lawson

XL INVESTMENTS

By: pg 16  
Title: \_\_\_\_\_

HLC 1<sup>st</sup> Lot 1 NW NE  
& Lot 19 ex par and  
26011 226<sup>th</sup> Ave.  
Lake front;  
HLC 2<sup>nd</sup> Lots 17, 18 & 20

By: \_\_\_\_\_  
Barry Klostermann, 26030 - 226<sup>th</sup> Ave.

HLC 1<sup>st</sup> Lot 3

By: \_\_\_\_\_  
Lisa Klostermann

By: \_\_\_\_\_  
Joel Althoff, 26036 - 226<sup>th</sup> Ave.

HLC Sub Lot 2

By: \_\_\_\_\_  
Leslie Althoff

LOT OWNERS & ADDRESS:

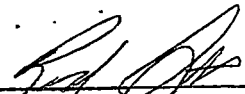
DATE:

LOT NUMBER:

By:   
Trent Packingham, 25974 - 225<sup>th</sup> Ave.

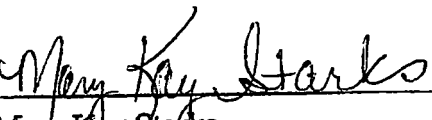
10-22-18

Reg Lot

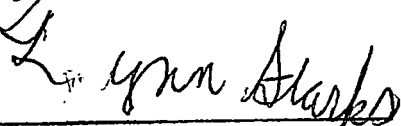
By:   
Rod Starks, 25944 - 225<sup>th</sup> Ave.

6-20-19

HLC 1<sup>st</sup> N Lot 3 and  
Lots 4 & 5

By:   
Mary Kay Starks

11-29-18

By:   
Lynn Starks, 25954 - 225<sup>th</sup> Ave.

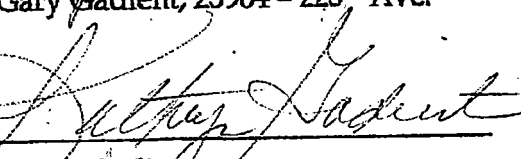
4-28-19

HLC 1<sup>st</sup> Lots 3 & 30  
add. on S of Lot 3  
PT SW SE

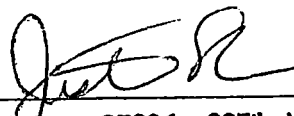
By:   
Gary Gadiant, 25964 - 225<sup>th</sup> Ave.

11/16/18

HLC 1<sup>st</sup> Sub Lot 2  
and Lot 1

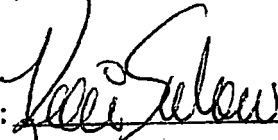
By:   
Kathy Gadiant

11-16-18

By:   
Justin Salow, 25936 - 225<sup>th</sup> Ave.

11-1-18

HLC 1<sup>st</sup> Lots 5 & 4

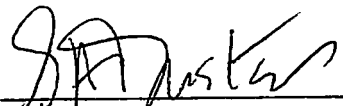
By:   
Kelli Salow

11-1-18

LOT OWNERS & ADDRESS:

DATE:

LOT NUMBER:

By:   
Sherryl Duster, 25928 - 225<sup>th</sup> Ave.

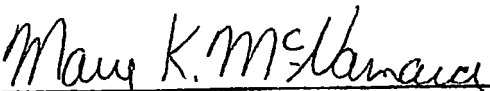
10/30/18

HLC 1<sup>st</sup> Lot 6 Access  
Rd 6 & 7

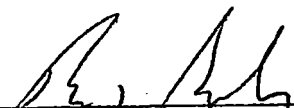
By:   
Ron McNamara, 25916 - 225<sup>th</sup> Ave.

10-19-18

HLC Sub Lot 7 Access  
Rd Lots 6 & 7 Acc 1st

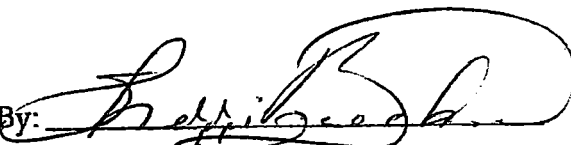
By:   
Mary Kay McNamara

10-19-18

By:   
Brian Becker, 25910 - 225<sup>th</sup> Ave.

11-7-2018

HLC 1<sup>st</sup> Lots 8 & 9

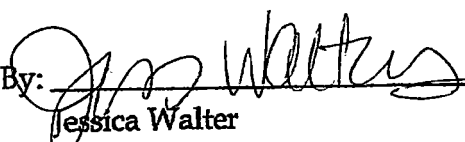
By:   
Sherri Becker

11-7-2018

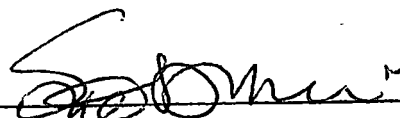
By:   
Chris Walter, 25898 - 225<sup>th</sup> Ave.

7-13-19

HLC 1<sup>st</sup> Lot 9

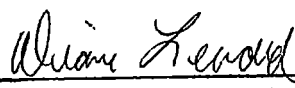
By:   
Jessica Walter

7-19-19

By:   
Steve Leonard, 25888 - 225<sup>th</sup> Ave.

12-14-18

HLC 1<sup>st</sup> Lot 11 & Access  
10 & 11  
HLC 1<sup>st</sup> Lots 10 & 9

By:   
Diane Leonard

12/28/2018

LOT OWNERS & ADDRESS:

DATE:

LOT NUMBER:

By: \_\_\_\_\_  
Dale Kartman, 25866 - 225<sup>th</sup> Ave.

\_\_\_\_\_

HLC 1<sup>st</sup> Lot 12

By: \_\_\_\_\_  
Susan Kartman

\_\_\_\_\_

By: \_\_\_\_\_  
Erik Munson, 25858 - 225<sup>th</sup> Ave.

\_\_\_\_\_

HLC 1<sup>st</sup> Lots 14 & 13

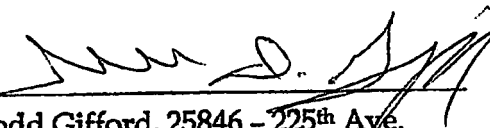
By: \_\_\_\_\_  
Becky Munson

\_\_\_\_\_

By: \_\_\_\_\_  
Marlene Smejkal, 25862 - 225<sup>th</sup> Ave.

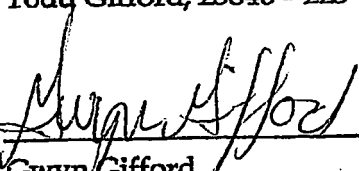
\_\_\_\_\_

HLC 1<sup>st</sup> Lot 15

By:  \_\_\_\_\_  
Todd Gifford, 25846 - 225<sup>th</sup> Ave.

12/1/18

HLC 1<sup>st</sup> Lot 2 of  
Lot 16

By:  \_\_\_\_\_  
Gwyn Gifford

12/17/18

By: \_\_\_\_\_  
Jeff Bresson, 25832 - 225<sup>th</sup> Ave.

\_\_\_\_\_

HLC 1<sup>st</sup> Lot 3 of Lot 16

LOT OWNERS & ADDRESS:

DATE:

LOT NUMBER:

By: Brian Mohling  
Brian Mohling, 25814 - 225<sup>th</sup> Ave.

10-26-18

HLC 1<sup>st</sup> Lot 2 & part of  
Lot 3 of Lot 1 of Lot 16 &  
PT Lot 4 in 16

By: Annette Mohling  
Annette Mohling

10-26-18

By: Timothy Benn  
Timothy Benn, 25798 - 225<sup>th</sup> Ave.

10-20-18

Parcel M p Lots 3 & 4 of  
1 in 16, Parcel N pt  
NE NW and Deer Run  
2<sup>nd</sup> Add. Lots 3 & 3A

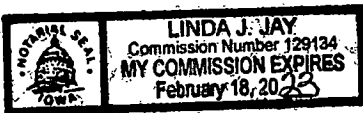
STATE OF IOWA )

) SS:

COUNTY OF DELAWARE )

MRCL 2020 HRP

On this 23<sup>rd</sup> day of June, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marcheta R. Cooley-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. Cooley, Jr., Deceased, executed the instrument as the voluntary act and deed of the person and of the Trustee.



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

STATE OF IOWA )

) SS:

COUNTY OF DELAWARE )

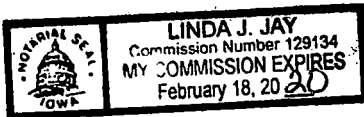
This instrument was acknowledged before me on \_\_\_\_\_, 2018 by William E. Lux, Spouse of Marcheta R. Cooley-Lux.

William E. Lux passed away on February 8, 2019

\_\_\_\_\_  
Notary Public in and for the State of Iowa

STATE OF IOWA                     )  
                                              )     SS:  
COUNTY OF DELAWARE         )

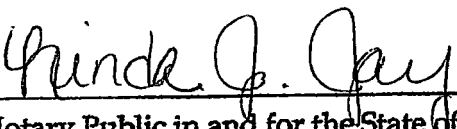
On this 11<sup>th</sup> day of October, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ralph Douglas Cooley, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person, as a Trustee of the Trust U/W/O Archie W. Cooley, Jr., Deceased, executed the instrument as the voluntary act and deed of the person and of the Trustee.



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

STATE OF IOWA                                 )  
                                                              )  
COUNTY OF DELAWARE                         )       SS:

This instrument was acknowledged before me on the dates hereinabove set forth opposite the signatories' names by ~~Brice Lubben, Carlin S. Freeman, Jon Dahl, John Rieger, James Schnoor, Pamela Schnoor, Scott Griffin, Lisa Griffin, Matthew Melby, Laura Melby, Doug Ricklefs, Nancy Ricklefs, Mark Freitag, Crystal Freitag, Steven Harbaugh, Connie Harbaugh, Louie Christiansen, Sue Christiansen, Don Lawson, Linda Lawson, Barry Klostermann, Lisa Klostermann, Joel Althoff, Leslie Althoff, Trent Packingham, Rod Starks, Mary Kay Starks, Lynn Starks, Gary Gadiant, Kathy Gadiant, Justin Salow, Kelli Salow, Sherryl Duster, Ron McNamara, Mary Kay McNamara, Brian Becker, Sherri Becker, Chris Walter, Jessica Walter, Steve Leonard, Diane Leonard, Dale Kartman, Susan Kartman, Erik Munson, Becky Munson, Marlene Smejkal, Todd Gifford, Gwyn Gifford, Jeff Bresson, Brian Mohling, Annette Mohling, and Timothy Benn~~

  
\_\_\_\_\_  
Notary Public in and for the State of Iowa



LOT OWNERS & ADDRESS:

DATE:

LOT NUMBER:

By:

Holly Kelly  
Holly Kelly/ XL Investments,  
26011 226<sup>th</sup> Ave

12-6-18

HLC 1<sup>st</sup> Lot 1 NW NE  
& Lot 19 ex par and  
Lake front;  
HLC 2<sup>nd</sup> Lots 17,18 & 20

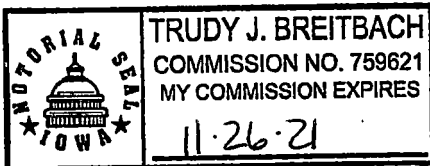
STATE OF IOWA )

COUNTY OF )

Jones

SS:

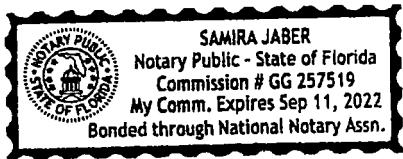
This instrument was acknowledged before me on 12-6, 2018, by Holly Kelly  
as Owner of XL Investments, LLC.



Trudy Breitbach  
Notary Public in and for the State of Iowa

STATE OF FLORIDA                    )  
                                                  )     SS:  
COUNTY OF VOLUSIA                )

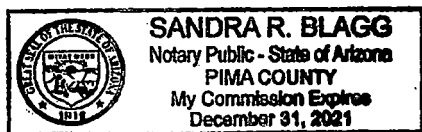
This instrument was acknowledged before me on November 6, 2018, by  
Carlin Freeman.



Samira Jaber  
Notary Public in and for the State of Florida

STATE OF ARIZONA )  
 ) SS:  
COUNTY OF PIMA )

This instrument was acknowledged before me on OCTOBER 30, 2018, by  
Louie Christiansen and Sue Christiansen.



Sandra R. Blagg  
Notary Public in and for said State