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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Return To: ^{(X) SW} Achinback Waterfront Subdivision, LLC, c/o Patricia A. Dede, 2477 197th Ave.,
Manchester, Iowa 52057

Taxpayer: Achinback Waterfront Subdivision, LLC, c/o Patricia A. Dede, 2477 197th Ave.,
Manchester, Iowa 52057

Preparer: Daniel H. Swift, Swift Law Firm, 108 N. Madison St., P.O. Box 207, Manchester,
Iowa 52057, (563) 927-4901

Declaration of Private Road Agreement and Private Road Maintenance

This Declaration is made on the date shown below by Achinback Waterfront Subdivision, LLC, an Iowa Limited Liability Company, as the sole owners of the real estate hereinafter described, which is binding upon the present owners, future owners, users, and all of their heirs, successors and assigns.

RECITALS

A. This Declaration of Private Road Agreement and Private Road Maintenance is made in connection with Schmidt's Farm and Lake Subdivision, a subdivision of Parcel 2017-87 in Sec. 23, and Sec. 26: all in T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2021, Page 1603 in the Office of the Delaware County Recorder on May 3, 2021.

B. The undersigned parcel owner, Achinback Waterfront Subdivision, LLC, an Iowa Limited Liability Company, is the owner of the Roadway/Easement and the following property situated in Delaware County, Iowa, and more particularly described as follows, to wit:

Lots One (1); Two (2); Three (3); Four (4); Five (5); Six (6); Seven (7); Eight (8); Nine (9); Ten (10); Eleven (11); Twelve (12); Thirteen (13); Fourteen (14); Fifteen (15); Sixteen (16); Seventeen (17); Eighteen (18); Nineteen (19); Twenty (20); Twenty-One (21); Twenty-Two (22); Twenty-Three (23); Twenty-Four (24); Twenty-Five (25); Twenty-Six (26); Twenty-Seven (27); Twenty-Eight (28); Twenty-Nine (29); Thirty (30); Thirty-One (31); Thirty-Two (32); Thirty-Three (33); Thirty-Four (34); Thirty-Five (35); and Thirty-Six (36) of Schmidt's Farm &

Lake Subdivision, a Subdivision of Parcel 2017-87 in Sec. 23 and Sec. 26 all in T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to recorded plat thereof as shown in Book 2021, Page 1603 as recorded on May 3, 202.

This Declaration of Private Road Agreement and Private Road Maintenance pertains to all Roadways and/or access Easements shown on the plat recorded on May 3, 2021, in Book 2021, Page 1603 in the Office of the Delaware County Recorder, a copy of which is attached hereto and identified as Exhibit "A" and is incorporated herein by this reference. Lots Nine (9), Twenty (20), Twenty-five (25), and Twenty-six (26) will be transferred to owners of adjacent lots. Those Lots do not have a vote, when transferred to owners of adjacent lots, but the owner of the adjacent lot shall have one (1) vote in the Road/Easement Commission Association, not two (2) votes.

C. Achinback Waterfront Subdivision, LLC, an Iowa Limited Liability Company, owner of the real estate described herein, desires this Declaration of Private Road Agreement and Private Road Maintenance to be binding upon the party hereto, their heirs, successors and assigns, and all present lessees, and future owners of the real estate described herein regarding the costs of maintenance and improvements to the Roadways/Easements described herein.

D. This Declaration of Private Road Agreement and Private Road Maintenance is binding upon the party hereto, its heirs, successors and assigns, binding upon the present lessees of the real estate described herein, and binding upon all future owners of any real estate described herein, their successors and/or assigns.

In consideration of the matters described above, and of the mutual benefits and obligations as set forth in this Declaration of Private Road Agreement and Private Road Maintenance, Achinback Waterfront Subdivision, LLC, an Iowa Limited Liability Company, declares as follows:

SECTION ONE VEHICLE AND PEDESTRIAN ACCESS EASEMENT

The Roadway Property/Easement as shown in the attached Exhibit "A" shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners and their occupants, agents, guests, services and emergency vehicles, and those individuals appointed and authorized by the Road/Easement Commission Association.

SECTION TWO ROAD/EASEMENT COMMISSION ASSOCIATION

A Road/Easement Commission Association shall be elected by a majority of the property owners, and will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. The Road/Easement Commission Association shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the minimum road surface standards.

The Road/Easement Commission Association shall consist of three (3) members elected by the property owners, their heirs, successors or assigns.

SECTION THREE ROAD/EASEMENT MAINTENANCE

Road/Easement maintenance and Road/Easement improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to ensure the provision of safe access by emergency vehicles. A majority vote of parcel owners is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, parcel owners will be notified by the Road/Easement Commission Association, cost estimates will be provided, and the majority vote for the agreement, improvement and/or repair will be required. If any parcel owner performs improvements, maintenance, repairs, or replacements without the approval of the other lot owners prior to performing such work, then the lot owner performing such work shall become liable for the entire cost of such work, unless such work is deemed an emergency. However, if emergency repairs are necessary, as more particularly noted below, then neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

SECTION FOUR PARKING

For the safety of the residents and parcel owners, no machinery, trailers, vehicles, or other property may be stored or parked upon the private Road/Easement except parking of vehicles for limited periods of time, not to exceed twelve (12) hours.

SECTION FIVE COST-SHARING

Road/Easement maintenance, snow plowing, and road improvement costs shall be shared on an equal basis between the parcel owners sharing access to the above-mentioned Road/Easement. Each parcel and their share of costs shall be determined by division of the amount expended or proposed, by the total number of parcels contained in the Subdivision. The Road/Easement Commission Association shall provide the parcel owners with an updated copy of any cost allocations at any point if changes are made to the cost allocations.

SECTION SIX PREPAYMENT

Prepayment of maintenance, snow plowing, and improvement costs will be made to the road maintenance account by each property owner. Annually, or on or before a date as specified by the Road/Easement Commission Association, each parcel owner will contribute their share of the estimated annual cost for road maintenance, road improvements, and annual snow removal. The Road/Easement Commission Association shall send each parcel owner a four (4) week notice of the annual payment as due.

SECTION SEVEN DEFINITION OF PARCEL

A parcel is defined as a land entity having a lot number in the plat of the Subdivision as shown by attached Exhibit "A." Each parcel is assessed and granted one vote regardless of the number of owners. If the parcel is owned by more than one (1) person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Declaration of Private Road Agreement and Private Road Maintenance, and will be entitled to one (1) collective vote. Each Lot/Parcel represents one (1) vote in the matters covered by this Declaration of Private Road Agreement and Private Road Maintenance as shown in the attached Exhibit "A."

SECTION EIGHT FUTURE PARCELS

Any additional parcels gaining access to the Road/Easement by way of splitting existing parcels will be bound by all terms and conditions of this Declaration of Private Road Agreement and Private Road Maintenance, and will be required to pay that portion of the maintenance, snowplowing and improvement costs incurred after the split as determined herein. If any additional parcels are created after this Declaration of Private Road Agreement and Private Road Maintenance is recorded, the new parcel owners are bound by this agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed to be the owner of record.

SECTION NINE SNOWPLOWING

The Road/Easement shall be snow plowed as to permit year-round access. The cost shall be shared by the parcel owners as indicated in this agreement. Individual driveway snowplowing, as desired, will be invoiced to the parcel owner directly by the snowplow contractor.

SECTION TEN CHECKING ACCOUNT

The Road/Easement Commission Association shall establish and maintain a bank checking account with a local bank, and will prepare to distribute to the affected parcel owners an annual income and expense report, and a year-end balance sheet, accounting for all funds received and dispersed.

SECTION ELEVEN EMERGENCY REPAIRS

If a parcel owner is made aware of emergency safety conditions on the Road/Easement, the parcel owner will attempt to reach the Road/Easement Commission Association and request that the necessary repairs be completed immediately. However, if the parcel owner is not able to reach the Road/Easement Commission Association, the parcel owner has the authority to make

emergency repairs as needed without further notification to/of the parcel owners on the road. In such cases, the property owners will be notified after the repair of the cost and the amount due from the parcel owners, as well as the reason for making the emergency repair. The parcel owner conducting the repair, if deemed a true emergency by the Road/Easement Commission Association, shall be reimbursed by the other parcel owners for the emergency repair.

SECTION TWELVE EFFECTIVE TERM/BINDING EFFECT

This Declaration of Private Road Agreement and Private Road Maintenance shall run with the land and shall be binding on all parties hereto, their heirs, successors, and assigns, and on persons claiming under them for a period of twenty-one (21) years from the date that these covenants are recorded. Subsequent thereto, no action based upon the Declaration of Private Road Agreement and Private Road Maintenance shall be maintained, either at law or in equity in any Court to recover real estate, in this state or to recover or establish any interest therein or claim thereto, legal or equitable, against the holder of the record title to such real estate in possession after twenty-one (21) years from the recording of such deed of conveyance or contract unless the claimant shall, personally, or by the claimant's attorney or agent, or if the claimant is a minor or under legal disability, by the claimant's guardian, trustee, or other parent or the next of kin, file a verified claim with the Delaware County Recorder. The claimant shall be any person or persons claiming an interest in and to the land or in and to such reversion. If the verified claim is properly filed, it will extend or preserve an action on any claim for an additional twenty-one (21) years. This Declaration of Private Road Agreement and Private Road Maintenance is a land contract.

The State of Iowa still uses a Revisions Act (SURA), which allows any interested person to keep the Declaration of Private Road Agreement and Private Road Maintenance alive if they desire to and do so by filing a verified claim to extend within the twenty-one (21) year limitations period.

In the event that a verified claim is not filed, within twenty-one (21) years of the date of the filing of the Declaration of Private Road Agreement and Private Road Maintenance, by which the person, the Declaration of Private Road Agreement and Private Road Maintenance shall lapse by operation of law. Iowa Code Section 614.24 2021 Code of Iowa

SECTION THIRTEEN AMENDMENT

This Declaration of Private Road Agreement and Private Road Maintenance may be amended only by a two-thirds (2/3) majority vote/consent of all parcel owners.

SECTION FOURTEEN ENFORCEMENT

This Declaration of Private Road Agreement and Private Road Maintenance may be enforced by a majority of the parcel owners. If a court action or lawsuit is necessary to enforce

this Declaration of Private Road Agreement and Private Road Maintenance, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if such party prevails.

SECTION FIFTEEN ARBITRATION

If a dispute arises over any aspect of the improvements, maintenance, repair, or replacement, a third-party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the parcel owners. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a third-party arbitrator, each lot shall be entitled to one (1) vote, and the nominee receiving a majority of the votes shall be the arbitrator. All parties and parcel owners shall share in the cost of any arbitration.

SECTION SIXTEEN NOTICES

Parcel owners under this Declaration of Private Road Agreement and Private Road Maintenance shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

SECTION SEVENTEEN SEVERABILITY

Should any provision of this Declaration of Private Road Agreement and Private Road Maintenance be deemed invalid or unenforceable, the remainder of the agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.

SECTION EIGHTEEN ENTIRE AGREEMENT

This Declaration of Private Road Agreement and Private Road Maintenance replaces all previous private road/easement maintenance agreements regarding the above-described Road/Easement.

SECTION NINETEEN LIEN

Each parcel owner, by accepting a Deed of Conveyance to any parcel as shown in the attached Exhibit "A," and by the recording any Deed of Conveyance as to any parcel shown in the attached Exhibit "A," agrees to pay the Road/Easement Commission Association, within thirty (30) days after the date of notice of an assessment, all assessments made by the Road/Easement Commission Association. Each assessment, together with interest in amounts or

at rates specified by the Road/Easement Commission Association and together with costs of collection, shall be a lien and charge upon the parcel/lot against which each such assessment is made, which lien shall continue until the assessment is paid and shall be the personal obligation of the parcel owner. The personal obligation of the parcel owner to pay such assessments, however, shall remain the personal obligation of the parcel owner who was the owner when the assessment was first due and shall not pass to successors in title unless expressly assumed by such successors. The parcel owners, by accepting and recording a Legal Document/Deed/Deed of Conveyance transferring ownership of the parcel to them, hereby submits and agrees that the Road/Easement Commission Association may file a Notice of Lien with the Delaware County Recorder concerning any past-due assessments not paid.

SECTION TWENTY SUBORDINATION

The lien of the assessments provided for shall be subordinate to the lien of any mortgage or mortgages now or later placed upon the lots. Such subordination, however, shall apply only to the assessments which have become due and payable prior to a sale or transfer of a lot pursuant to any allowable method of foreclosure, or any other proceeding in lieu of foreclosure. Upon request by the parcel owner or a mortgagee of a lot, the Road/Easement Commission Association shall issue such certificates as are necessary to indicate the status of the assessment. Such sale or transfer shall not discharge the lien of the Road/Easement Commission Association of any assessment becoming due after the date of any such sale or transfer.

SECTION TWENTY-ONE OWNERSHIP OF ROAD/EASEMENT

Any Deed of Conveyance concerning any lots or parcels described and shown in the attached Exhibit "A" shall include a one-thirty-sixth (1/36) interest of all roadways/easements shown in the plat in addition to the lot number relating to the parcel being purchased.

SECTION TWENTY-TWO CONFIRMATION/AGREEMENT TO BE BOUND

Any entity or person who accepts or records a Deed of Conveyance to any Lot/Parcel described in attached Exhibit "A" in exchange of payment of a purchase price or other consideration for said Lot/Parcel from a Seller/Grantor agrees to record the Deed pursuant to the Iowa Code. The recording of the Deed with the Delaware County Recorder signifies the Grantee's assent and agreement to be bound by the terms and conditions of this document and further binds their heirs, successors and assigns. The affirmative act of recording confirms the acceptance.

SECTION TWENTY-THREE ROADWAY/EASEMENT REPAIR

Any parcel owner who is using the Roadway/Easement and destroys it or makes it rough

or impassable to other owners, is solely responsible for the resurfacing/grading/repair to restore the Roadway/Easement to its previous condition.

SECTION TWENTY-FOUR ROADWAY/EASEMENT EQUIPMENT

If a parcel owner schedules the use of the Roadway/Easement for heavy equipment to come to their parcel at their request, the parcel owner should ask the contractor to limit loads to help save the condition of the Road/Easement surface. When the parcel owner's construction is completed, and the heavy equipment has damaged the Roadway/Easement, it is to be repaired to its original condition, or as close thereof, at the sole expense of the parcel owner allowing and requesting the heavy equipment to come to the parcel owner's property.

SECTION TWENTY-FIVE SPEED LIMIT

The parcel owners, their guests, invitees, and acquaintances, shall maintain a safe, responsible, and reasonable speed when using the Roadway/Easement. Any use of the Roadway/Easement on a motorized vehicle of any kind should not exceed twenty-five (25) miles per hour.

DATED THIS 4th DAY OF November 2021

ACHINBACK WATERFRONT SUBDIVISION,
LLC, an Iowa Limited Liability Company

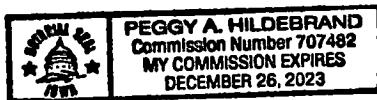
Patricia A. Dede
Patricia A. Dede, Manager/Member

Edward E. Schmidt
Edward E. Schmidt, Manager/Member

Being of all the Members/Managers of Achinback
Waterfront Subdivision, LLC

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on this 4th day of November, 2021 by Patricia A. Dede as a Manager/Member of Achinback Waterfront Subdivision, LLC.



Peggy A. Hildebrand
Signature of Notary Public

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on this 4th day of November, 2021 by Edward E. Schmidt as a Manager/Member of Achinback Waterfront Subdivision, LLC.



Peggy A. Hildebrand
Signature of Notary Public