



Book 2025 Page 2538

Document 2025 2538 Type 06 018 Pages 6
Date 9/23/2025 Time 8:06:25AM
Rec Amt \$32.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

**AMENDMENT TO
DECLARATION OF WATER ASSOCIATION
Recorder's Cover Sheet**

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

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

Return Address: Jane E. Hanson, 401 East Main Street, Manchester, Iowa 52057

Grantors: Daniel A. Schulte, as Trustee of the Daniel A Schulte Trust Agreement dated 3/22/11
Ann L. Schulte, as Trustee of the Ann L Schulte Trust Agreement dated 3/22/11
Edward M. McCusker and Katie M. McCusker
Tyler Jackson and Melinda Jackson

Grantees: Daniel A. Schulte, as Trustee of the Daniel A Schulte Trust Agreement dated 3/22/11
Ann L. Schulte, as Trustee of the Ann L Schulte Trust Agreement dated 3/22/11
Edward M. McCusker and Katie M. McCusker
Tyler Jackson and Melinda Jackson

Legal Description: See Page 2

**AMENDMENT TO
DECLARATION OF WATER ASSOCIATION**

Daniel A. Schulte, as Trustee of the Daniel A Schulte Trust Agreement dated 3/22/11 and Ann L. Schulte, as Trustee of the Ann L Schulte Trust Agreement dated 3/22/11 are the titleholders of Lots Four (4), Five (5), Six (6) and Thirty-Seven (37) of Oak Valley Subdivision; Edward M. McCusker and Katie M. McCusker are the titleholders of Lots One (1) and Two (2) of Oak Valley Subdivision and Tyler Jackson and Melinda Jackson are the titleholders of Lot Three (3) of Oak Valley Subdivision. The aforementioned titleholders of the real estate described herein desire to create a Water Association affecting the following described real estate located in Oak Valley Estates Subdivision to Delaware County, Iowa, as follows:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Thirty-Seven (37) of Oak Valley Subdivision, a Subdivision of Parcel J being part of the Fractional Northwest Quarter of the Northwest Quarter (Frl. NW $\frac{1}{4}$ NW $\frac{1}{4}$) and part of the Fractional Southwest Quarter of the Northwest Quarter (Frl. SW $\frac{1}{4}$ - NW $\frac{1}{4}$) 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 $\frac{1}{4}$ - NE $\frac{1}{4}$) 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.

This Amendment to Declaration of Water Association shall supersede and replace an existing Declaration of Water Association for said Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) filed on July 10, 2015 in Book 2015, Page 1810 of the records of the Delaware County Recorder.

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 Thirty-Seven (37) 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 Getalong Lane which runs along the Northerly 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 the residences located on each of the lots described herein under the terms and provisions hereof.

The owners of each of the above-described lots shall own an undivided one-sixth (1/6) interest in and to the Water System. The owner of each 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 Water System shall be shared equally by all lot owners. The damage caused to the lawn of any property owner by

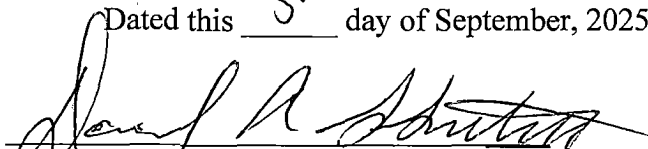
any such inspection, maintenance, repair or replacement and shall be considered a repair of the Water System and the cost of such lawn repair shall be shared equally by all lot owners. Provided however, that the owner of each lot shall be responsible for the cost of hooking on to the Water System and 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 any individual lot owner, a member of their family, their guests or invitees, damage the Water System or any components thereof other than in the process of inspecting, maintaining, repairing or replacing the Water System, each said lot owner shall be obligated to separately pay for any such damage.

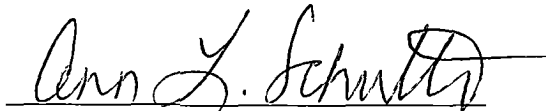
The owners of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) which is hooked on to the Water System shall pay an initial hook-up fee of \$300.00 at closing, or at such time as they hook on to the Water System if they purchase a vacant lot. The initial hook up fee shall be retained by the Water Association and used to pay future costs. In addition, the owner of each lot hooked on to the water system shall pay a monthly water bill of not less than \$35.00 (for two or fewer persons residing at the residence) and a charge of \$12.00 per month for each additional person with a maximum monthly water bill to be \$65.00 per month. Said monthly water bill shall commence for each lot on the month they begin using the Water 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 Water 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 Water 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 Water System. In addition, the owners of each lot then paying a monthly water bill shall likewise set the monthly assessment for the following calendar 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.

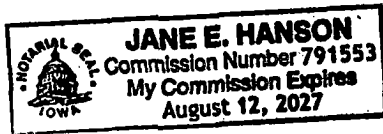
Dated this 5th day of September, 2025.

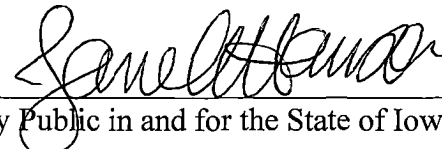

Daniel A. Schulte, as Trustee of the Daniel A.
Schulte Trust Agreement dated 3/22/11


Ann L. Schulte, as Trustee of the Ann L.
Schulte Trust Agreement dated 3/22/11

STATE OF IOWA, COUNTY OF DELAWARE, ss:

This instrument was acknowledged before me on September 5, 2025 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

Ed m m c s

Edward M. McCusker

Katie M. McCusker

Katie M. McCusker

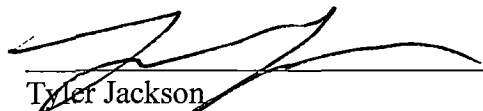
STATE OF IOWA, COUNTY OF DELAWARE, ss:

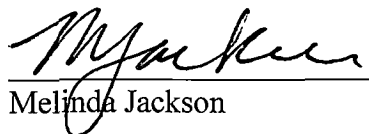
This instrument was acknowledged before me on September 12, 2025, Edward M. McCusker and Katie M. McCusker, husband and wife.

Brittany Ries

Notary Public in and for the State of Iowa

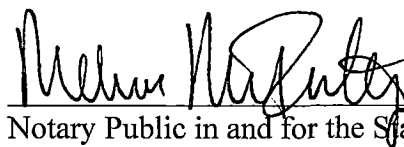



Tyler Jackson


Melinda Jackson

STATE OF IOWA, COUNTY OF DELAWARE, ss:

This instrument was acknowledged before me on September 8, 2025, Tyler Jackson and Melinda Jackson, husband and wife.


Notary Public in and for the State of Iowa

