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Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2026 PG: 1421

Prepared by/return to: Alecia A. Cederdahl, 699 Walnut Street, Suite 2000, Des Moines, Iowa 50309, 515-288-6041
SPACE ABOVE THIS LINE FOR RECORDER

**DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS
CROSKEY – GARVIN LAKE ACCESS**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS (“Declaration”) is made this 8th day of May, 2026, by Kent Croskey, Trustee of the Genevieve J. Croskey Trust dated June 15, 2021 (“Declarant”), Matthew B. Garvin and Marcia L. Garvin, a married couple (“Garvin”), and Scott Shover and Susan Shover, a married couple (“Shover”).

- A. Declarant owns certain real estate which includes shoreline access to Lake Delhi in Delaware County, Iowa, more particularly described as:

Lot Two (2) of Croskey - Garvin Subdivision A Subdivision Of Lot 1 Of Logan's Third Subdivision, Lot 4 Of Logan's Fifth Subdivision, And Parcel C, All In The NW ¼ Of The NE ¼ In Section 23, T88N, R5W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2026, Page 587. Also, all right, title, interest, claim and demand of the Croskey-Garvin Lake Access Association, in and to the lake frontage running to the middle of the Maquoketa River bed, with respect to said premises, being an extension of the lines of said Lot 2 of Croskey-Garvin Subdivision, title to which is not warranted by Declarant or Croskey-Garvin Lake Access Association. The rights to said lake frontage are subject to the existing flood plain rights, and Croskey-Garvin Lake Access Association and its members shall not hold Declarant, Croskey-Garvin Lake Access Association, or its predecessors in title hereunder liable with regard to the flooding of the property concerned, and Croskey-Garvin Lake Access Association and their successors and assigns shall not change or alter the lake frontage without written permission of the Lake Delhi Recreation Association, Inc. (the “Lake Access Property”)

- B. Declarant, Garvin, and Shover desire to establish and place covenants, conditions and restrictions and to reserve certain easements, all as hereinafter specifically set forth, for the benefit and purpose of allowing limited recreational lake access for the following described real property:

See Exhibit A, attached hereto (the “Benefitted Property”)

NOW, THEREFORE, Declarant hereby declares that the Lake Access Property and Benefitted Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with

the land and be binding on all parties having any rights, title or interest in the Lake Access Property, Benefitted Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I **DEFINITIONS**

Section 1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Croskey-Garvin Lake Access Association that are on file with the Secretary of State of the State of Iowa, as the same may be amended from time to time.

Section 2. "Association" shall mean and refer to the Croskey-Garvin Lake Access Association, its successors and assigns, a non-profit corporation organized pursuant to Chapter 504 of the Iowa Code, as amended.

Section 3. "Association Responsibility Elements" shall mean the grounds and improvements to the Lake Access Property, including, but not limited to, private storm and sanitary sewers, storm water drainage and detention areas, private driveways, lighting and identification signs, fencing, and landscaping located in the Lake Access Property or abutting street rights-of-way, but expressly excluding any personal property, fixtures, docks or improvements placed or installed by any Owner pursuant to this Declaration.

Section 4. "Board of Directors" shall mean and refer to the Board of Directors of Association.

Section 5. "Bylaws" shall mean and refer to the Bylaws of the Croskey-Garvin Lake Access Association, as adopted by the Board of Directors, as the same may be amended from time to time.

Section 6. "Lot" shall mean and refer to the Benefitted Property, and any Lots created by any subdivision of the Benefitted Property or any such Lots.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in this Declaration, the Articles of Incorporation of the Association and the Bylaws of the Association.

Section 8. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot that is a part of the Benefitted Property, including contract sellers and vendees (deemed Co-owners), but excluding those having such interest merely as security for the performance of an obligation and excluding those having a lien upon the property by provision or operation of law.

ARTICLE II **PROPERTY RIGHTS IN LAKE ACCESS PROPERTY**

Section 1. Obligations of the Association. The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners, of the Lake Access Property and the Association Responsibility Elements, and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with the standards of sound property management.

No person other than the Owner of a Lot and/or the Owner's invitees shall have the right to enter upon, use or affect an Association Responsibility Element or the Lake Access Property, except that the Association and its designees may enter thereon at reasonable times for the following purposes:

- (a) Installation, maintenance, repair, removal, replacement or inspection of any Association Responsibility Element or the Lake Access Property.
- (b) Enforcement of any provisions of this Declaration or the Articles of Incorporation or the Bylaws or rules and regulations of the Association.
- (c) Mowing and maintenance of grass and landscaped areas.
- (d) Removal of snow.

In the event that the need for maintenance or repair of any portion of the Lake Access Property or of any Association Responsibility Elements is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests, lessees or invitees of an Owner, the cost of such maintenance or repair, shall be added to and become part of the assessment to which the Owner is subject, shall be a lien upon the Lot of such Owner, and shall become due and payable upon demand.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement for non-commercial recreational enjoyment in and to the Lake Access Property, including fishing, swimming, kayaking, canoeing, and similar passive and undeveloped recreational uses. Said right may be delegated to the family members, lessees and guests of every Owner, (subject to any reasonable and nondiscriminatory rules and regulations which may be enacted by the Association, and amended from time to time), and which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to suspend the voting rights and/or right of use of the Lake Access Property of the Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (b) The right of the Association to dedicate or transfer all or any part of the Lake Access Property to any public agency, authority or utility, or to designate, establish, grant, dedicate, install and/or maintain utility and drainage easements within the Lake Access Property, subject to such conditions as may be approved by a majority vote of the Members pursuant to the Bylaws;
- (c) The right of the Association to maintain sewer and other underground utilities located within the Property, if applicable;
- (d) The right, but not the obligation, of the Declarant and Association to provide in the landscaping, signs, outdoor furniture and recreational equipment, decorative structures and necessary appurtenant utilities in the Lake Access Property;
- (e) The Rules and Regulations promulgated by the Association's Board of Directors, the Articles of Incorporation of the Association, and the Bylaws of the Association; and
- (f) The right of the Association to mortgage any or all of the Lake Access Property with the approval of a majority vote of the Members.

Section 3. Use of the Lake Access Property. The Lake Access Property shall be used strictly in accordance with the provisions of this Declaration and the Rules and Regulations promulgated by the Association's Board of Directors. No Owner shall obstruct or interfere whatsoever with the rights and privileges of other Owners or the Association in the Lake Access Property, and nothing shall be

planted, altered, constructed upon, or removed from the Lake Access Property by an Owner, except by prior written consent of the Board of Directors. If an Owner violates this section, the Association shall have the right to restore the Lake Access Property to the prior condition and charge and assess the cost thereof against the Owner who violates this section and such cost shall become a special assessment and a lien upon the Lot of such Owner and shall become due and payable upon demand. The Association shall have the same rights and powers to collect the cost of such restoration as provided in Article IV for the collection of delinquent assessments. If an Owner interferes with the rights and privileges of another Owner in the use of the Lake Access Property, the Association or the offended Owner may commence an action to enjoin such interference and the prevailing party shall be entitled to recover such reasonable attorneys fees as the Court may allow together with all necessary costs and disbursements incurred in connection therewith.

Section 4. Additional Restrictions. Notwithstanding any other provision of this Declaration, the following additional restrictions apply to the Lake Access Property:

- (a) The Lake Access Property shall be used for private recreational purposes only. Commercial or business activities are prohibited;
- (b) Motorized vehicles (including but not limited to cars, trucks, motorcycles, dirt bikes, mopeds and other self-propelled vehicles) shall not be operated on the Lake Access Property, except that golf carts and all-terrain vehicles (ATVs) may be permitted upon the following conditions:
 - i. The operator must be at least sixteen (16) years of age;
 - ii. The operator must possess a valid, government-issued driver's license;
 - iii. Operation is limited exclusively to established driveways and other areas specifically designated by the Association, if any; and
 - iv. All permitted vehicles must be operated in accordance with applicable law, and in a safe and reasonable matter so as to not endanger persons or property.
- (c) No buildings, structures, fixtures, sheds or other improvements (whether permanent or temporary) shall be erected, constructed, installed, or placed on the Lake Access Property, except with prior written consent of the Association;
- (d) No personal property, including unattached sporting equipment, toys, storage containers, equipment, outdoor cooking equipment and other equipment and supplies necessary or convenient to recreational use, or boats, trailers, recreational vehicles, campers, or similar items or equipment may be stored on the Lake Access Property, except in strict compliance with the Rules and Regulations of the Association. In the event of a violation of this provision, the Association may, after reasonable notice, remove such boat, snowmobile, recreational vehicle, trailer or other vehicle at the sole cost and expense of Owner, including the cost of storage;
- (e) Any person bringing a pet onto the Lake Access Property shall be responsible for, and shall at all times clean up any waste or excrement from such pet. Failure to do so in a prompt or responsible manner shall result in a fine or special assessment by the Association against the Lot of the Owner bringing or allowing the pet. Without limiting the generality of this Section, Owners shall bear full responsibility for pets not under leash.

- (f) No noxious or offensive activities shall be carried out, nor shall anything be done thereon that may be or may become an annoyance or a nuisance to the other owners; nor shall any Owner cause, or suffer or harbor the source of, any noise or activity that disturbs the peace, comfort and quiet enjoyment of the other Owners or those claiming under or through other Owners.
- (g) The Lake Access Property shall not be used for overnight camping or residence, either temporarily or permanently.
- (h) Nothing shall be altered in, constructed in, or removed from the Lake Access Property or Association Responsibility Elements, except upon written consent of the Board of Directors of the Association.
- (i) No activity shall be allowed that unduly interferes with the peaceful possession and use of the Lake Access Property by the Owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed. Fires shall be prohibited, except in areas expressly designated by the Association, if any;
- (j) Nothing shall be done or kept in the Lake Access Property which will increase the rate of insurance on the Lake Access Property or the Association Responsibility Elements without proper written consent of the Board of Directors of the Association. No Owner shall permit anything to be done or kept on the Lake Access Property which will result in the cancellation of insurance on any part of the Lake Access Property or the Association Responsibility Elements, or which would be in violation of any law, or which may be or become a nuisance or annoyance to the other Owners.
- (k) Owners shall abide by all applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction, and shall not use or permit the use of the Lake Access Property for any unlawful activity.
- (l) The Board of Directors of the Association shall have the authority to adopt rules and regulations governing the use the Lake Access Property and the Association Responsibility Elements, and the penalties for violations of such Rules and Regulations and the Declaration. Such Rules and Regulations and the Declaration shall be observed and obeyed by the Owners, their guests, lessees, assigns and licensees.

Section 5. No Waiver. Failure of the Declarant, Association or any Owner to enforce any covenant, condition or restriction, this Declaration, the Articles of Incorporation, or Bylaws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

Section 6. Duration. Except as provided under this Declaration (including the provisions for dedication, transfer, and mortgage provided herein), the easement rights in connection with Lake Access Property as described in this Article II shall continue in perpetuity, unless this Declaration is terminated and the Lake Access Property is partitioned among the Owners.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership and Voting. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment hereunder. Ownership of a Lot shall be the sole qualification for membership. Subject to

provisions of Section 2 of this Article, the Owners of a Lot shall be entitled to one vote for each Lot owned, as described on *Exhibit B*, attached hereto. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 2. Declarant as Sole Voting Member. Notwithstanding any other provision of this Declaration, Declarant shall be the sole voting Member of the Association for so long as it holds title to any Lot, or until Declarant waives, in writing, its right to be the sole voting Member. As such sole voting Member, Declarant shall have the right to elect all Directors of the Association and to cast all votes as it deems appropriate. Each Owner by acceptance of a deed to a Lot shall be deemed to have released Declarant from all claims with respect to actions taken or not taken while Declarant controls the Association.

Section 3. Board of Directors. The voting Members shall elect a Board of Directors of the Association as prescribed by the Association's Bylaws. The Board of Directors shall manage the affairs of the Association.

Section 4. Suspension of Voting Rights. The Association shall suspend the rights of a Member for any period during which any assessment hereunder against the Member's Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

Section 5. Notice of Member's Meetings. Unless the Articles of Incorporation or the Bylaws otherwise provide, written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered no less than five (5) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the president or secretary, or the officer or persons calling the meetings, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Member at the Member's address as it appears on the records of the Association, with postage thereon prepaid. So long as Declarant is the sole voting member of the Association, no regular or special membership meeting of the Association need be held.

Section 6. Duration. No dissolution of the Association shall occur unless another association or equivalent entity has been created to succeed to the duties and responsibilities of the Association under this Declaration.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly or annual assessments or charges, (2) initiation assessments for the start up of the Association, (3) special assessments for capital improvements and operating deficits, and (4) special assessments as provided in Article IV, Article VI, and Article VII; such assessments to be established and collected as hereinafter provided. Assessments, together with interest, late charges costs and reasonable attorney's fees, shall be charged on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the joint and several personal obligation of each person who was the Owner of such property at the time when the assessment fell due. Each Owner shall be responsible for a portion of such expenses equal to one over the number of Units completed for occupancy.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Property and for the improvement, maintenance, repair, replacement, removal and demolition of Association Responsibility Elements, the Common Elements and the Living Units situated on the Property and for other purposes specifically provided herein.

Section 3. Maximum Monthly Assessments. The maximum monthly assessment shall be established by the Board of Directors at the first Regular Meeting of the Board of Directors and the assessment shall include a pro rata portion of the amount of any real estate taxes and special assessments payable by the Association. Thereafter, the maximum monthly assessment may be increased effective January 1st of each year, beginning January 1, 2027, but such increase shall not be more than twenty percent (20%) greater than the maximum assessment for the previous year for the aggregate of all items included in the monthly assessment, except for insurance, property taxes on the Lake Access Property and reasonable reserves for repair or replacement of Association Responsibility Elements, without a vote of a majority of Members who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors shall fix the monthly assessment at an amount not in excess of the maximum.

A portion of such monthly assessments may be set aside or otherwise allocated in a separate reserve fund for the purpose of providing repair, replacement, removal and demolition of the Association Responsibility Elements, or any capital improvement that the Association is required to maintain. The Board of Directors of the Association shall be responsible for establishing the funding levels required.

Once the Declarant or Association, as applicable, has given the Owners written notice of any change in the monthly assessment or any special assessment, the Declarant and Association shall not be required to submit monthly statements for assessments to any Owner. All monthly payments (and any special assessments that can be paid on a monthly basis) shall be made on the first of each month. Any special assessments that cannot be paid on a monthly basis shall be due and paid as stated in the notice of such special assessment, which due date can be no sooner than thirty (30) days after such notice is mailed to the Owners.

Section 4. Initiation Assessments, Special Assessments and Fines.

- (a) **Initiation Assessments.** The first purchaser of each Lot, other than the Developer, shall be subject to an initiation assessment for the start-up of the Association in an amount equal to two months of the monthly assessments as set by the Board of Directors payable to the Association at the time of closing of the first purchaser of each Lot. The Association may use the initiation assessment for any of the purposes set forth in this Declaration.
- (b) **Special Assessments.** In addition to the monthly assessments and initiation assessment authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement that the Association is required to maintain or for operating deficits that the Association may from time to time incur, provided that any such assessments shall have the assent of a majority of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.
- (c) **Fines.** The Board of Directors may adopt any schedule of fines or make a determination of fines as a remedy for violation of the rules and regulations of the Association or this Declaration, then the imposition of any such fine after notice and a hearing before the Board of Directors shall be a special assessment against the Owner found to be in violation and the Lot owned by such Owner.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than five (5) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty-one percent (51%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both monthly and special assessments (except for fines) must be fixed at a uniform rate for all Lots in proportion to their allocated votes, and may be collected on a monthly basis.

Section 7. Date of Commencement of Monthly Assessments. The monthly assessments provided for herein shall commence as to each respective Lot on the date of conveyance to an Owner of a Lot (with a pro rata portion of the monthly assessment being due from the Owner if the closing date is after the first of the month), and on the first of each month thereafter. LOTS OWNED BY THE DECLARANT SHALL BE EXEMPT FROM THE ASSESSMENTS DESCRIBED IN THIS DECLARATION. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments. Any monthly assessment not paid by the fifteenth of the month and any initial assessment or special assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12% per annum or at the highest rate allowed by Iowa law, whichever is lower. In addition, any such assessment not paid within said time periods shall be delinquent and shall be assessed a late charge not exceeding ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater. Any such late charge, interest, and administrative fee on a delinquent payment shall also be part of the assessment against the Lot and subject to the lien for assessments created by this Declaration. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of such assessment all cost and expenses incurred by the Association in collecting said assessments, including reasonable attorney's fees, whether or not legal action is required in connection therewith. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Lake Access Property or abandonment of the Owner's Lot.

Section 9. Subordination of Assessments Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The assessment, any late fees, interest, and administrative fee shall be paid prior to or at the closing of sale or transfer of any Lot. The sale or transfer of any Lot shall not terminate the assessment lien against such Lot; provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments against such Lot that became due prior to the date of such sale or transfer.

ARTICLE V

DECLARANT'S RIGHTS

Section 1. Declarant reserves the right and is hereby vested with the sole control over all Lake Access Property landscaping, plantings and the like. Declarant shall have the right to change landscaping within these areas from time to time.

Section 2. Declarant shall have the irrevocable right to subject additional land to the terms of this at any time in the future without the consent of the Association or any other third party. The additional land shall be automatically subject to the applicable terms and conditions of this Declaration and Owners of Lots within the additional land shall automatically become members of the Association in the same manner as described in this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration with the Recorder of Delaware County, Iowa.

Section 3. Declarant further reserves the right to convey, or cause the Association to convey, a portion of the Lake Access Property if necessary due to encroachments thereon by any building. Declarant shall also have the right to add additional Lots and Benefitted Property to the Declaration.

Section 4. Declarant shall have the right now, and in the future, to remove any portion of the property from the operation of this Declaration. Declarant shall signify this removal by filing an amendment to this Declaration with the Recorder of Delaware County, Iowa.

Section 5. In order to accommodate future subdivision and development of the Benefitted Property, Declarant shall have the right to increase, decrease, or reallocate the votes attributed to any Benefitted Property owned by the Declarant, as detailed in Exhibit B, for purposes of ensuring that each buildable Lot receives a vote in the Association. Declarant shall signify this adjustment by filing an amendment to this Declaration with the Recorder of Delaware County, Iowa.

The rights of Declarant shall continue only so long as Declarant owns a portion of the Benefitted Property.

ARTICLE VI

MAINTENANCE

Section 1. Maintenance by Owners. Maintenance Obligations of Association. The Association shall provide all maintenance, repair or replacement of the Association Responsibility Elements. In the case of lawns, shrubs, trees, and other elements of landscaping, the Association shall perform all necessary repairs, replacements, and maintenance thereof in a manner consistent with the level of maturity and development of the landscaping at the time that the repair, replacement, or maintenance activity occurs, except in the case of dead, mature trees, which will simply be removed. Such maintenance shall not include improvements, structures, or other items placed, constructed, or installed on the Lake Access Property by an owner.

Section 2. Responsibility for Willful or Negligent Acts. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessments to which such Lot is subject.

ARTICLE VII INSURANCE

Section 1. Casualty Insurance. The Association shall purchase a master casualty insurance policy or policies affording property special form coverage insurance for the Lake Access Property and Association Responsibility Elements in an amount consonant with the full replacement value of any and all such Association Responsibility Elements.

Section 2. Liability Insurance. The Association shall also purchase a master commercial general liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. The Association shall also purchase an umbrella insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such commercial general liability and umbrella insurance policies shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Association.

The Association shall obtain any other insurance required by law to be maintained, including but not limited to, worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including, but not limited to, directors and officers liability insurance. Each Owner shall be deemed to have delegated to the Board of Directors the Owner's right to adjust with the insurance companies all losses under policies purchased by the Association.

Section 3. Monthly Assessment for Insurance. The premiums for all such insurance hereinabove described shall be paid by the Association and the pro rata cost thereof shall become a part of the monthly assessment described in Article IV.

Section 4. Additional Insurance. Each Owner shall be solely responsible for and should obtain such additional insurance as such Owner deems necessary or desirable at the Owner's own expense affording coverage upon the Owner's personal property, and all other items not included in the Association Responsibility Elements, and for the Owner's personal liability. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Association pursuant to this paragraph due to proration of insurance purchased by an Owner under this paragraph, the Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Association to be distributed as herein provided.

Section 5. Casualty and Restoration. Damage to or destruction of the Association Responsibility Elements due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Lake Access Property or any Association Responsibility Elements so damaged or destroyed (or the cost thereof in excess of insurance proceeds received, if any) shall be paid by the Association, which shall then have the right to levy a special assessment against all Lots for such deficiency.

For the purpose of this Section, repair, reconstruction and restoration shall mean construction or rebuilding to as near as possible the same condition as it existed immediately prior to the damage or destruction.

Section 6. Surplus of Insurance Proceeds. In the event that there is any surplus of insurance proceeds collectible from the Association's insurance after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may

be used in the maintenance and operation of the Lake Access Property. The action of the Board of Directors in proceeding to repair or reconstruct damages shall not constitute a waiver of any rights against Owner for committing willful or malicious damage.

ARTICLE VIII

EASEMENTS AND ENCROACHMENTS

Section 1. Easement for Emergency Purposes. An easement is hereby dedicated and granted for use, in the case of an emergency, by emergency vehicles such as fire trucks, police cars, ambulances, etc., and emergency personnel, public and private, over and upon the Lake Access Property.

Section 2. Signage, Entrance Landscaping Features and Irrigation Easements. Declarant hereby grants to the Association, for and on behalf of the Owners of all Lots, an easement for the purpose of installing, maintaining, operating, repairing, replacing and removing signage, flags, other entrance features, landscaping and irrigation meters and equipment in, on, over, and under the Lake Access Property. All such signs shall conform to the ordinances, rules, and regulations of Delaware County. Neither Declarant nor the Association is required to install or maintain signs, irrigation meters, or other features.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the persons in ownership from time to time of the Lots and all parties claiming under them, and the Association shall have the right to enforce the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorney's fees and the costs and expenses incurred as a result thereof.

Section 2. Amendment. Declarant may amend this Declaration at any time without the approval by the other Owners so long as Declarant has any ownership interest in any Lot. Thereafter, this Declaration may be amended or changed at any time by an instrument recorded in the Office of the Recorder for Delaware County, Iowa, signed or approved in writing by at least two-thirds of the then Owners.

Section 3. Covenants Binding and Running with the Land; Duration. Each of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be binding upon and inure to the benefit of Declarant, the Association, and the Owners of each Lot, and their successors and assigns and all parties and persons claiming under any of them, and shall be deemed covenants that run with the land, and shall continue for the applicable periods specified in this Declaration.

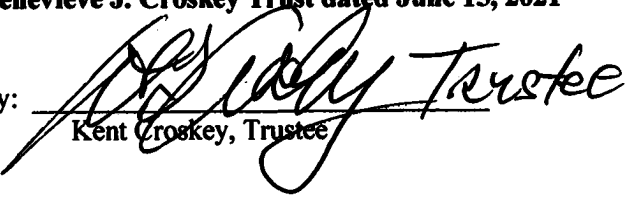
- (a) The easements granted in or pursuant to this Declaration, any other provisions of this Declaration expressly incorporated in any Section of this Declaration granting such easements to the extent applicable to such easements, and any other covenants, indentures, restrictions and reservations of this Declaration that are reasonably or necessarily incidental to the benefit or burden of such easement rights, including any rights of assessment or for liens for the payment of costs associated therewith, shall continue in perpetuity, unless sooner modified or terminated.
- (b) Except as provided in the preceding paragraph of this Section, the covenants, indentures, restrictions and reservations in this Declaration shall be for an initial period of twenty-one (21) years from the date of recordation in the Office of the Recorder of Delaware County, Iowa, unless extended pursuant to the provisions of Section 614.24 of the Iowa Code by the

proper filing of a verified claim in the Office of the Recorder of Delaware County, or unless prior to the expiration of any such period it is amended or changed in whole or in part as herein provided.

- (c) Invalidation of any of the covenants, conditions and restrictions of this Declaration by judgment of decree shall in no way affect any of the provisions hereof, but the same shall remain in full force and effect.

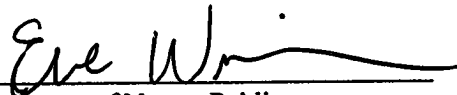
IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed this as of the day and year first above stated.

Genevieve J. Croskey Trust dated June 15, 2021

By: 
Kent Croskey, Trustee

STATE OF IOWA)
) ss:
COUNTY OF warren)

The foregoing record was acknowledged before me on this 7 day of May,
2026, by Kent Croskey, Trustee of the Genevieve J. Croskey Trust dated June 15, 2021.


Signature of Notary Public

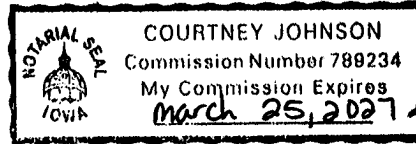


ELIZABETH E WRIGHT
Commission Number
864700
My Commission Expires
6-14-28

Matthew B. Garvin and Marcia L. Garvin, a married couple, as Owner of a portion of the Benefitted Property:

Matthew B. Garvin
Matthew B. Garvin

STATE OF IOWA)
) ss:
COUNTY OF Linn)

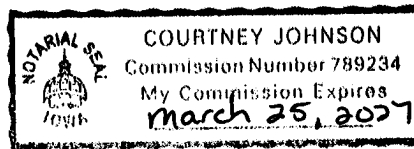


The foregoing record was acknowledged before me on this 24 day of April, 2026, by Matthew B. Garvin.

Courtney Johnson
Signature of Notary Public

Marcia L. Garvin
Marcia L. Garvin

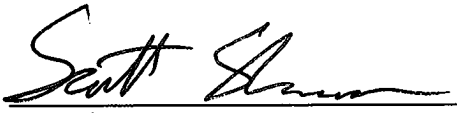
STATE OF IOWA)
) ss:
COUNTY OF Linn)



The foregoing record was acknowledged before me on this 24 day of April, 2026, by Marcia L. Garvin.

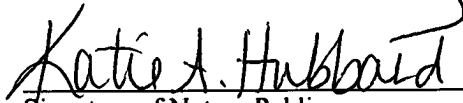
Courtney Johnson
Signature of Notary Public

Scott Shover and Susan Shover, a married couple, as Owner of a portion of the Benefitted Property:


Scott Shover

STATE OF IOWA)
) ss:
COUNTY OF Delaware)

The foregoing record was acknowledged before me on this 8 day of May, 2026, by Scott Shover.


Signature of Notary Public


Susan Shover



STATE OF IOWA)
) ss:
COUNTY OF Delaware)

The foregoing record was acknowledged before me on this 8 day of May, 2026, by Susan Shover.

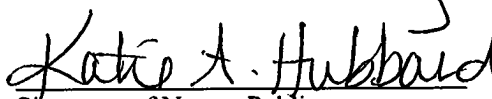

Signature of Notary Public



Exhibit A
Benefitted Property

Lot One (1) of Croskey - Garvin Subdivision A Subdivision Of Lot 1 Of Logan's Third Subdivision, Lot 4 Of Logan's Fifth Subdivision, And Parcel C, All In The NW $\frac{1}{4}$ Of The NE $\frac{1}{4}$ In Section 23, T88N, R5W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2026, Page 587.

And

Lot Three (3) of Croskey - Garvin Subdivision A Subdivision Of Lot 1 Of Logan's Third Subdivision, Lot 4 Of Logan's Fifth Subdivision, And Parcel C, All In The NW $\frac{1}{4}$ Of The NE $\frac{1}{4}$ In Section 23, T88N, R5W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2026, Page 587.

And

Lot Three (3), Logan's Sixth Subdivision to Delaware County, Iowa, the same being a part of Sections fourteen (14), Fifteen (15), Twenty Two (22) and Twenty Three (23), all in Township 88 North, Range Five (5) west of the Fifth P.M., Delaware County. The right to use the existing access road is included, and this conveyance is subject to the use of said access road by all owners and tenants occupying lots in said Subdivision.

And

Lot Three (3) of Logan's Fifth Subdivision to Delaware County, Iowa according to Plat Recorded in Book 5 Plats, Page 77; same being a part of the Southwest Quarter (SW 4) of the Southeast Quarter (SE 4) of Section Fourteen (14) and of the Northwest Quarter (NW $\frac{1}{2}$) of the Northeast Quarter (NE 14) of Section Twenty Three (23), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, except Parcel M and Parcel N both being part of Lot 3 of Logan's Fifth Subdivision according to plat recorded in Book 8 Page 111. The right to use the present access road is included and this conveyance is subject to the use of said assess road by all owners and tenants occupying the lots in said subdivision and in adjacent Logan's Subdivision but grantors shall not be required to maintain said access road.

Exhibit B
Initial Allocation of Votes to Benefitted Property

Property	Votes
Lot One (1) of Croskey - Garvin Subdivision A Subdivision Of Lot 1 Of Logan's Third Subdivision, Lot 4 Of Logan's Fifth Subdivision, And Parcel C, All In The NW ¼ Of The NE ¼ In Section 23, T88N, R5W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2026, Page 587.	One (1)
Lot Three (3) of Croskey - Garvin Subdivision A Subdivision Of Lot 1 Of Logan's Third Subdivision, Lot 4 Of Logan's Fifth Subdivision, And Parcel C, All In The NW ¼ Of The NE ¼ In Section 23, T88N, R5W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2026, Page 587.	One (1)
Lot Three (3), Logan's Sixth Subdivision to Delaware County, Iowa, the same being a part of Sections fourteen (14), Fifteen (15), Twenty Two (22) and Twenty Three (23), all in Township 88 North, Range Five (5) West of the Fifth P.M., Delaware County	One (1)
Lot Three (3) of Logan's Fifth Subdivision to Delaware County, Iowa according to Plat Recorded in Book 5 Plats, Page 77; same being a part of the Southwest Quarter (SW 4) of the Southeast Quarter (SE 4) of Section Fourteen (14) and of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section Twenty Three (23), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, except Parcel M and Parcel N both being part of Lot 3 of Logan's Fifth Subdivision according to plat recorded in Book 8 Page 111.	One (1)