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Revenue Tax: $0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2026 PG: 3377

Preparer Information: Brian C. Eddy of Roberts & Eddy, P.C., 2349 Jamestown Ave. Suite 4, Independence, IA 50644, Phone: (319) 334-3704

Return Document To: Brian C. Eddy of Roberts & Eddy, P.C., 2349 Jamestown Ave. Suite 4, Independence, IA 50644

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS CONCERNING SCHMIDT'S FARM & LAKE SECOND SUBDIVISION

This Declaration of Covenants, Conditions, and Restrictions Concerning Schmidt's Farm & Lake Second Subdivision is made on the 18 day of November 2026, by Achinback Waterfront Subdivision, LLC, an Iowa Limited Liability Company, whose address is 2477 197th Avenue, Manchester, Iowa 52057, William J. Thomsen and Donna S. Thomsen, husband and wife, whose address is 2463 197th Ave., Manchester, IA 52057, Melanie Kintzle, a single person, whose address is 5798 Ridge Stone Ln., Marion, IA 52302, Mark D. Kintzle, Trustee of Mark D. Kintzle Revocable Trust dated May 30, 2024, whose address is 2415 195th St., Earlville, IA 52041, Chris McNamara and Jill McNamara, husband and wife, whose address is 1045 Garfield Ave., West Liberty, IA 52776, and Joseph R. Heyer and Christine K. Heyer, husband and wife, whose address is 3133 Springville Rd., Springville, IA 52336.

RECITALS

WHEREAS, Achinback Waterfront Subdivision, LLC, an Iowa Limited Liability Company, is the owner the following described real estate:

Lots Forty (40), Forty-One (41) and Forty-Five (45) of Schmidt's Farm & Lake Second Subdivision, a Subdivision of Parcel 2017-86 in Sec. 23 and Sec. 26 all in T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2022, Page 3193 recorded on October 25, 2022, in the Office of the Delaware County Recorder.

WHEREAS, William J. Thomsen and Donna S. Thomsen, husband and wife, are the owners the following described real estate:

Lots Thirty-Eight (38) and Thirty-Nine (39) of Schmidt's Farm & Lake Second Subdivision, a Subdivision of Parcel 2017-86 in Sec. 23 and Sec. 26 all in T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2022, Page 3193 recorded on October 25, 2022, in the Office of the Delaware County Recorder.

WHEREAS, Melanie Kintzle is the owner the following described real estate:

Lot Forty-Three (43) of Schmidt's Farm & Lake Second Subdivision, a subdivision of Parcel 2017-86 in Sec. 23, and Sec. 26 all in T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to Plat recorded in Book 2022, Page 3193 on October 25, 2022, in the Office of the Delaware County Recorder.

WHEREAS, Mark D. Kintzle, Trustee of Mark D. Kintzle Revocable Trust dated May 30, 2024 is the owner the following described real estate:

Lot Forty-Four (44) of Schmidt's Farm & Lake Second Subdivision, a subdivision of Parcel 2017-86 in Sec. 23, and Sec. 26 all in T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to Plat recorded in Book 2022, Page 3193 on October 25, 2022, in the Office of the Delaware County Recorder.

WHEREAS, Chris McNamara and Jill McNamara, husband and wife, are the owners the following described real estate:

Lot Thirty-Seven (37) of Schmidt's Farm & Lake Second Subdivision, a Subdivision of Parcel 2017-86 in Sec. 23 and Sec. 26 all in T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2022, Page 3193 recorded on October 25, 2022, in the Office of the Delaware County Recorder.

WHEREAS, Joseph R. Heyer and Christine K. Heyer, husband and wife, are the owners the following described real estate:

Lot Forty-Two (42) of Schmidt's Farm & Lake Second Subdivision, a Subdivision of Parcel 2017-86 in Sec. 23 and Sec. 26 all in T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2022, Page 3193 recorded on October 25, 2022, in the Office of the Delaware County Recorder.

WHEREAS, it is deemed that one common plan of covenants, conditions, and restrictions are desirable for the lots, inclusive, as shown in the plat recorded in Book 2022, Page 3193 recorded on October 25, 2022, in the Office of the Delaware County Recorder.

NOW THEREFORE, for the purpose of creating one common plan of restrictions, covenants, and conditions for all of the Subdivision lots contained in the plat, inclusive, as shown in the Plat heretofore referred to Achinback Waterfront Subdivision, LLC, its successors and assigns, and each and every person who after this Declaration of Covenants, Conditions, and Restrictions shall become the Grantee in any conveyance of the described lots or any part of the

same, do now provide for a common plan of restrictions, covenants, and conditions and by this Declaration of Covenants, Conditions, and Restrictions Concerning Schmidt's Farm & Lake Second Subdivision, do provide that all of the lots, inclusive, and all subsequent grantees, their heirs, administrators, successors, and assigns, shall be restricted in accordance with the following covenants, conditions, and restrictions. The covenants, conditions, and restrictions hereinafter set forth run with the land. The real estate described in the plat shall be restricted in accordance with the following covenants, conditions, and restrictions:

1. All owners of lots within the Schmidt's Farm & Lake Second Subdivision, and their respective successors and assigns, shall be subject to and bound by the terms, conditions, covenants, and obligations set forth in the Declaration of Private Road Agreement and Private Road Maintenance, recorded with the Recorder of Delaware County, Iowa, on November 4, 2021, in Book 2021, Page 3894.

2. All lots shall be utilized solely and strictly for single-family residential purposes. No lots may be used for any commercial use. Only single-family dwellings are to be constructed. No tents, accessory buildings, shacks, trailers, or garages shall be occupied by any human as a living quarter on said premises at any time. No Lots and/or structures shall be occupied through or leased by the owner through Airbnb and/or VRBO and/or any other internet application or company for investment and lease. All lots and structures shall be privately owned and privately used.

3. Mailboxes are to be cluster boxes. No single mailboxes will be maintained at the end of the main driveway/roadway/easement. Parcel owners will be responsible to coordinate with the United States Postal Service for the installation, cost of installation, and location of the cluster box.

4. All construction within the Subdivision shall be of new materials. All dwellings shall present their most attractive fronts to the lake in the Subdivision upon which the lot abuts.

5. No structure shall be erected or permitted on any lot zoned for single-family use other than a single-family dwelling, not to exceed one story in height (excluding basement and attic).

6. No trailer, trailer house, mobile home, which has a frame underneath the bed for purposes of being transported by wheels, or other non-dwelling types of buildings shall be used as a residence, temporarily or permanently. No trailer, trailer house, mobile home, which has frame underneath the bed for purposes of being transported by wheels, shall be moved onto a lot or constructed on a lot.

7. No noxious or offensive activity shall be carried on in any house, building, or on any lot, nor shall anything be done therein or thereon which may be or become a nuisance to the neighbors or neighborhood.

8. No junk or materials of any nature shall be stored or kept on any part of a lot, except that building materials may be stored or kept for the purpose of immediate incorporation into a structure on the said real estate.

9. No building shall be erected, placed, or altered on any lot until the construction plans, specifications, and a plan showing the location of the structure have been approved by Achinback Waterfront Subdivision, LLC, an Iowa Limited Liability Company, as to quality workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade level. Such approval shall be obtained with respect to harmony of external design with existing structures, type and quality of proposed materials and methods of construction, and with respect to the location of the building on the lot, including the elevation in relation to the road on which the dwelling fronts, the elevation of other buildings in the Subdivision and the elevation of other unimproved lots in the Subdivision. Achinback Waterfront Subdivision, LLC, an Iowa Limited Liability Company, has the right to view the improvements as they are constructed to make sure that the construction takes place in accordance with the plan.

10. No fence may be erected or maintained on any lot or lots in the area between the front line of any improvement on the lot and the front line of the lot containing the improvement. No lot containing a residential improvement may be fenced

11. No lot may be subdivided without the written consent of Achinback Waterfront Subdivision, LLC, an Iowa Limited Liability Company. Adjoining lots may be combined for the purposes of the construction of a dwelling house, but in no event shall more than one dwelling house be permitted on any lot unless approved by Achinback Waterfront Subdivision, LLC, an Iowa Limited Liability Company. Any owner who owns more than one lot shall have one (1) vote in the Road/Easement Commission Association, not two (2) votes.

12. Once excavation has commenced on a lot for the purpose of building on a lot, the house or building on said lot shall be fully completed within one (1) year of that time. Sodding, seeding, and final landscaping must be completed no later than one (1) year from the completion of the home construction. In any event, soil erosion shall be kept to a minimum and within the limits as provided by law.

13. No trash or garbage shall be kept on any lot, except in adequate sanitary containers, and all lots shall be kept free of weeds and debris, with the lot owner responsible for all yard maintenance. No materials are to be buried on any portion of the lot or lots within the Subdivision. There will be no open burning of trash or garbage in burn pits, fireplaces, or barrels.

14. No animals of any kind, including but not limited to livestock, chicken or fowl, shall be raised, bred, housed, quartered, or kept on any lot, except that dogs and cats and any other ordinary household pets may be kept and housed, provided that they are not kept, bred, housed or maintained for any commercial purpose. No animal shall be tied to any tree. If animals are outside of the residence, they must be restrained and tied to a ground-driven stake of sufficient make and quality to restrain the animal from escaping. No animals should be running loose unattended.

15. These covenants and restrictions 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 these covenants are recorded. Subsequent thereto, no action based upon the Declaration of Covenants, Conditions, and Restrictions Concerning Schmidt's Farm and Lake Subdivision 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 Covenants, Conditions, and Restrictions Concerning Schmidt's Farm and Lake Subdivision is a land contract The State of Iowa still uses a Revisions Act (SURA), allows any interested person to keep the Declaration of Covenants, Conditions, and Restrictions Concerning Schmidt's Farm and Lake Subdivision 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 Covenants, Conditions, and Restrictions Concerning Schmidt's Farm and Lake Subdivision, by which the person, the Declaration of Covenants, Conditions, and Restrictions Concerning Schmidt's Farm and Lake Subdivision shall lapse by operation of law. Iowa Code Section 614.24 2021 Code of Iowa.

16. No campers, tents, or motorhomes may be parked on any lot for more than seven (7) days within a sixty (60) day period.

17. No big rocks will be placed next to the roadway/easement or upon the roadway/easement.

18. All off-road vehicles, ATVs, UTVs, motorcycles, golf carts, gators, etc., when traveling through the Subdivision described herein, shall stay on the roadway/easement.

19. In case the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of these covenants and restrictions herein, it shall be lawful for any other person or persons owning any lot in said Subdivision, or any other interested party or parties, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, conditions, or restrictions, either to restrain violations or to recover damages. Venue for all actions and all owners, their heirs, successors, and assigns shall be in the Iowa District Court in and for Delaware County, Iowa. The prevailing party in litigation associated with this paragraph shall be entitled to reasonable attorney fees in addition to any and all other damages awarded.

20. The invalidation of any one of these covenants, conditions, or restrictions, or any part thereof, by judgment or court order shall in no way affect any of the other provisions, and all other provisions shall remain in full force and effect.

21. All earth excavated in the construction of a dwelling and not used on the premises of the lot shall be removed to such place or places as designated by Achinback Waterfront Subdivision, LLC, an Iowa Limited Liability Company, at the owner's cost.

22. No signs, billboards, or advertising devices, except those used in the sale of said property, shall be placed on any lot or building of said Subdivision.

23. Firewood shall be stored within the residence. If stored outside, it shall be stacked and racked immediately adjacent to the rear of the residence in an orderly fashion. If the wood is purchased by the truckload, it must be cut and stacked within two (2) weeks.

24. No Firearms, air rifles, or BB guns shall be discharged within or on said lots, and no hunting of any animals shall be permitted within or on said lots.

25. All existing trees, bushes, and shrubs shall be protected in their native state as much as possible, except as the same may interfere with a proposed sanitary disposal system or with a proposed structure and/or lawn.

26. No lot may be regraded or the topography of the lot altered in such a manner as to change the existing natural grade or adversely affect the natural drainage of the lots.

27. Any trees, excess soil, or other debris collected from the individual lots must be removed from the Subdivision within twelve (12) months after completion of construction of the subject house. All boulders which are accumulated as a result of digging out basements are to be removed from the Subdivision within twelve (12) months after the construction of the subject house has been completed. These are to be removed at the homeowner's expense. No trees, boulders, or debris are to be placed on any lot other than the individual lot currently being built upon.

28. No detached accessory buildings or sheds may be erected and maintained on any lots, except as authorized in writing by Achinback Waterfront Subdivision, LLC, an Iowa Limited Liability Company.

29. All lots containing a residential improvement and adjoining lots owned by the same owner, whether or not they contain a residential improvement, must be regularly maintained with a grass cover, ground cover, or other plantings.

30. If any covenant, declaration, or restriction is adjudged to be invalid or void by judgment or order of a Court of Record, all other covenants, declarations, and restrictions contained in this Declaration shall remain in full force and effect.

31. In general, purchasers, heirs, successors, and assigns of the lots affected by these covenants, conditions, and restrictions will have no recourse against Achinback Waterfront Subdivision, LLC, their agents, and representatives, or their successors in interest as a

result of any failure to enforce or force compliance with these restrictions, covenants, and declarations.

32. Some of the Lots to be conveyed are to be served by joint private sewage disposal systems with other lot owners. Some of the lots to be conveyed are served by common wells. Achinback Waterfront Subdivision, LLC, an Iowa Limited Liability Company, takes no ownership in the private sewage disposal systems and/or joint wells. The conveyance of the lots from Declarant to the property owners, and the transaction involving the same, does not involve the transfer of any building which has or is required by law to have a private sewage disposal system. Each lot owner and/or buyer is responsible for their own private sewage disposal system and their own water source/well. Each lot owner and/or buyer agrees to hold Achinback Waterfront Subdivision, LLC, an Iowa Limited Liability Company, harmless from any cost buyer/owner may incur in meeting the requirements of the County Board of Health and/or the Iowa Department of Natural Resources and/or the Environmental Protection Agency relating to the privately owned sewage disposal systems and/or private wells.

33. Any entity or person who accepts or records a Deed of Conveyance to any Lot/Parcel described herein 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.

WHEREFORE, Achinback Waterfront Subdivision, LLC, has executed this Declaration of Covenants, Conditions, and Restrictions Concerning Schmidt's Farm & Lake Second Subdivision at Manchester, Iowa, the day and year set forth below.

Dated: Oct 22, 2026.

ACHINBACK WATERFRONT SUBDIVISION, LLC

Patricia A. Dede

Patricia A. Dede, Manager/Member

Edward E. Schmidt

Edward E. Schmidt, Manager/Member

STATE OF IOWA, COUNTY OF Delaware County:

This instrument was acknowledged before me on Oct 22, 2026, by Patricia A. Dede, Manager/Member and Edward E. Schmidt, Manager/Member of Achinback Waterfront Subdivision, LLC.

RICHARD E REYSACK
Commission Number 868417
My Commission Expires
October 23, 2028

Rachel C Reysack

Notary Public

Dated: 10/29/26, 2026

William J. Thomsen

Donna S. Thomsen

STATE OF IOWA, COUNTY OF Delaware:

This instrument was acknowledged before me on October 29, 2026, by William J. Thomsen and Donna S. Thomsen, husband and wife

NOTARIAL SEAL IOWA
RICHARD E REYSACK
Commission Number 868417
My Commission Expires
October 23, 2028

Notary Public

Dated: October 29, 2026

Melanie Kintzle

STATE OF IOWA, COUNTY OF Delaware:

This instrument was acknowledged before me on October 29, 2026, by Melanie Kintzle, a single person.

NOTARIAL SEAL IOWA
RICHARD E REYSACK
Commission Number 868417
My Commission Expires
October 23, 2028

Notary Public

Dated: October 29, 2026

MARK D. KINTZLE REVOCABLE TRUST DATED MAY 30, 2024

Mark D Kintzle Trustee
Mark D. Kintzle, Trustee

STATE OF IOWA, COUNTY OF Delaware:

This instrument was acknowledged before me on October 29, 2026, by Mark D. Kintzle, Trustee of the Mark D. Kintzle Revocable Trust dated May 30, 2024.

Katie A. Hubbard
Notary Public

KATIE A. HUBBARD
Commission Number 766866
My Comm. Exp 02-28-2028

Dated: 11/10, 2026

Christopher D. McNamara

Jill B. McNamara

STATE OF IOWA, COUNTY OF Johnson:

This instrument was acknowledged before me on November 10, 2026, by Christopher D. McNamara and Jill B. McNamara, husband and wife.

Notary Public

NOTARIAL SEAL IOWA

ANGELA MARIE HESTER
Commission Number 814484
My Commission Expires
January 2, 2028

Dated: November 3, 2026

Joseph R. Heyer

Christine K. Heyer

STATE OF IOWA, COUNTY OF Buchanan:

This instrument was acknowledged before me on November 3, 2026, by Joseph R. Heyer and Christine K. Heyer, husband and wife

ANDREW J HAUBER
Notarial Seal - Iowa
Commission Number 784331
My Commission Expires May 30, 2029

Notary Public