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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

✓ Prepared By
Return to: Mark L. Smith, PO Box 230, Winterset, IA 50273; (515) 462-3731

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

THIS DECLARATION is made on the date set forth below by **Gary Knight and Rebecca Knight**, husband and wife, hereinafter referred to as **Declarant**;

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate in Madison County, Iowa:

Parcel "G" located in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-one (21), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing 13.72 acres shown in Plat of Survey filed in Book 2016, Page 109 on January 13, 2016 in the Office of the Recorder of Madison County, Iowa, AND Parcel "H" located in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section Twenty-one (21), containing 17.47 acres as shown in Plat of Survey filed in Book 2016, Page 110 on January 13, 2016 in the Office of the Recorder of Madison County, Iowa.

This real property is also now described as:

Valley Meadows Subdivision in the Southeast Quarter (1/4) of the Southeast Quarter of Section Twenty-one (21), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, as shown in Plat of Survey filed in Book 2020, Page 340 on January 31, 2020 in the Office of the Recorder of Madison County, Iowa.

NOW THEREFORE, Declarant hereby declares that all properties within the above described real estate shall be held, sold and conveyed subject to the following conditions, covenants and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

Section 1.

“**Owner**” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any parcel which is a part of the property, except that a vendee in possession under a recorded contract of sale of any parcel shall be considered the owner rather than the contract seller being the owner. Those having an interest merely as security for the performance of an obligation shall not be considered an owner.

Section 2.

“**Properties**” shall mean and refer to that certain real property hereinbefore described.

Section 3.

“**Parcels**” shall mean and refer to the numbered Parcels as shown upon the plat described as Valley Meadows, a subdivision in Madison County, Iowa.

ARTICLE V
Drainage

There shall be no change in the natural drainage or landscape other than that which is reasonably to construct a single-family dwelling on any parcel.

ARTICLE II
Use Restrictions.

Section 1. **Subjection of the Property to Certain Provisions.**

The ownership, use, occupation and enjoyment of each parcel shall be subject to the Use Restrictions provided in this Article.

Section 2. **Use of Properties.**

(a) All parcels in said plat shall be used only for single-family residential purposes. No structure shall be erected on any parcel except the residential dwelling structure, permitted accessory buildings and garages. Dwellings shall be at least 1350 square feet in area finished above ground level for a one-story dwelling, at least 2000 square feet finished area above ground level for a one and a half story dwelling, and at least 2500 square feet finished area above ground level for a two-story dwelling. A one- to three-car garage shall be permitted and certain accessory buildings, provided that accessory buildings other than garages or a single pole barn/building may not be erected in excess of 4000 square feet in area. No mobile homes or manufactured homes shall be erected or placed on any of the parcels. No hog confinement, nursery or finishing structure, cattle finishing structure, poultry laying or raising houses shall be erected on

any of the parcels.

(b) The requirements contained in the Madison County Zoning Ordinance as to parcel area, width and yard requirements shall apply to all parcels within the subdivision.

(c) No parcel in the plat shall be further subdivided, except that a parcel may be divided and sold to or with adjoining parcels to increase their size.

(d) No trailer, basement, tent, shack, garage, recreational vehicle (RV), barn or other accessory building in the tract shall at any time be used as a residence permanently. From the date of purchase of any lot, purchaser shall have two years to construct their home. Owners can live temporarily on the land during the two-year period in one of the above listed non-permitted living structures.

(e) No building shall be erected on any building parcel unless the design and location is in harmony with the existing structures and locations in the tract and does not violate any of these protective covenants. No semi-trailers, storage containers, or shipping containers are permitted on any parcel.

(f) The titleholder of each parcel, vacant or improved, shall keep his parcel or parcels free of weeds, junk, non-working cars and trucks, equipment, machinery and debris, and shall not engage in any activity which is a nuisance. No equipment, machinery, non-working vehicles, or tractors can be left outside in view from any other lot.

(g) If any person shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, it shall be lawful for any owner of any parcel or parcels in the subdivision to institute proceedings in law or in equity against the person or persons violation or attempting to violate any such covenants, conditions or restrictions, and to prevent or enjoin him or them from so doing or recover damages for such violation.

(h) If any parcel owner decides to erect a fence upon his parcel, the total cost of installation of such fence shall be borne by said parcel owner as well as the cost of all future maintenance of the fence. No adjoining parcel owner shall be required to participate in the cost of the erection or maintenance of any fence. Any fence erected shall be the sole property of the parcel owner and can be removed by such parcel owner at his discretion. Nothing in this paragraph shall be deemed to preclude a fencing agreement between adjoining parcel owners for erection and maintenance of a common fence; however, for any such common fence agreement to be enforceable upon future parcel owners, such fencing agreement must be in writing and filed on record in the Madison County Recorder's office in order to apprise prospective purchasers of their obligations with respect to such fencing.

(i) Handgun shooting or target shooting shall not be allowed. Hunting shall be allowed during hunting season.

(j) There is no common sewage system available for use within the property, and it shall be the responsibility of each of the owners of the respective parcels to provide a septic

tank for use with the residence constructed upon each parcel.

(k) No animals shall be kept or maintained on any of the parcels, except ordinary household pets and horses. No more than three horses, three dogs, three cats, or three other household pets shall be kept on any parcel. No more than ten chickens shall be permitted on any parcel. No dog runs shall be permitted.

(L) ATV'S or UTV'S shall not be used on the parcels unless used for work on any parcel.

(n) All houses and outbuilding must be completed after the start of construction of such houses and outbuildings.

(m) Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

ARTICLE III General Provisions

Section 1. **Enforcement.**

Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. **Severability.**

Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. **Amendment.**

The covenants and restrictions of this Declaration shall run with and bind the land as long as Declarant are the owners of any of the Parcels. Any amendment must be recorded. During such time as Declarant is the owner of any of the Parcels, this Declaration may be amended by Declarant without the approval of the other owners.



Gary Knight



Rebecca Knight

STATE OF IOWA :
:SS
COUNTY OF MADISON :

On this 8 day of April, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gary Knight and Rebecca Knight, to me known to me personally known, who being by me duly sworn, did say that they are the persons named in the within and foregoing instrument, and that the instrument was executed by them as their voluntary act and deed.

Linda K Dutton

Notary Public in and for the State of Iowa

