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BRANDY MACUMBER, COUNTY RECORDER  
MADISON COUNTY IOWA

Prepared By

Return to: Trevor J. Heimbaugh, 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 **Gregory S. Broadbent and Sherri D. Broadbent**, hereinafter referred to as **Declarants**;

**WITNESSETH:**

**WHEREAS, Declarants** are the owners of certain real estate in Madison County, Iowa:

**A tract of land located in the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty-six (36), in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, Madison County, Iowa, more particularly described as follows, to-wit: Beginning at the South Quarter corner of said Section Thirty-six (36); thence North 00°06'49" West, 796.39 feet along the West line of said Southwest Quarter (1/4) of the Southeast Quarter (1/4); thence South 89°44'21" East, 155.00 feet; thence South 00°06'49" East, 288.92 feet; thence South 78°43'41" East, 307.94 feet; thence North 70°32'40" East 154.18 feet; thence North 50°59'26" East, 103.24 feet; thence North 20°02'28" East, 138.97 feet; thence South 89°44'21" East, 229.00 feet to the Northwest corner of Parcel D, recorded in Book 2005, Page 1497; thence South 00°15'55" West, 696.78 feet to the Southwest corner of said Parcel D with said point being on the South line of said Southwest Quarter (1/4) of the Southeast Quarter (1/4); thence North 89°44'21" West, 955.00 feet to the Point of Beginning, having an area of 13.04 acres.**

**NOW THEREFORE,** Declarants hereby declare 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 Patterson Hills, a subdivision in Madison County, Iowa.

Section 4.

“**Easement**” shall mean and refer to the 66’ Easement shown on Patterson Hills Subdivision – Final Plat, dated February 14, 2026, filed May 12, 2026, in Book 2026, Page 1332, in the Office of the Recorder of Madison County, Iowa.

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 with a minimum square footage of 1,200. No structure shall be erected on any parcel except the residential dwelling structure, permitted accessory buildings and garages. No mobile homes or manufactured homes shall be erected or placed on any of the parcels unless the home is on a foundation. 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, tent, shack, garage, recreational vehicle (RV), barn or other accessory building in the tract shall at any time be used as a residence permanently. Owners can live temporarily on the land in one of the above listed non-permitted living structures.
- (e) 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 junk, non-working cars and trucks, equipment, machinery and debris, and shall not

engage in any activity which is a nuisance. A working tractor, flatbed trailer, camper, RV, Boat, and mowers can be left outside that are in working condition.

- (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 enjoying him or them from so doing or recover damages for such violation.
- (h) If any parcel owner decides to erect a fence upon the owner's 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) 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) Ordinary household pets, horses, cows, goats, sheep, and chickens are allowed. 10 or less livestock, excluding chickens, are allowed on parcels larger than 10 acres. Parcels under 10 acres, no more than 3 livestock, excluding chickens, are allowed. Outside dog kennel is acceptable for the owners' dogs. No raising or breeding dogs with dog runs.
- (l) No household pet shall be permitted to cause an unreasonable disturbance to the peace and quiet of the other Owners through persistent barking, howling, or whining.
- (m) ATV, UTV can be used for pleasure and for work as long as they are not a nuisance to any neighboring parcels. No racetracks are allowed.
- (n) All houses and outbuildings must be completed after the start of construction of such houses and outbuildings.
- (o) 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.

**Section 3. Easement.**

The Owner of Lot 1 shall be responsible for the maintenance of the Easement area.

**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.

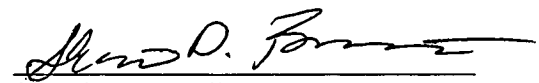
Section 2. Severability.

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

Section 3. Amendment.

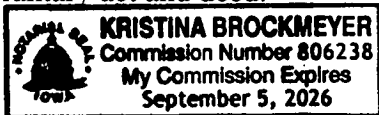
The covenants and restrictions of this Declaration shall run with and bind the land as long as Declarant is the owner of any of the Parcels. Any amendment must be recorded. During such time as Declarant is the owner of any of the Parcels, this Declaration may be amended by Declarant without the approval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

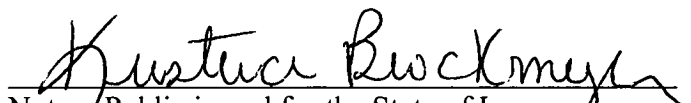
  
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Gregory S. Broadbent

  
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Sherri D. Broadbent

STATE OF IOWA :  
:SS  
COUNTY OF MADISON :

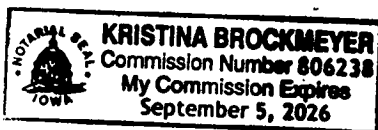
On this 27 day of May, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gregory S. Broadbent, to me known to me personally known, who being by me duly sworn, did say that they are the persons named in the within and foregoing instrument, and that the instrument was executed by them as their voluntary act and deed.



  
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Notary Public in and for the State of Iowa

STATE OF IOWA :  
:SS  
COUNTY OF MADISON :

On this 27 day of May, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sherri D. Broadbent, 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.



  
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Notary Public in and for the State of Iowa