

Prepared by and return to: Chad Learned, Learned & Associates, P.C., 812 Ashworth Rd, West Des Moines, IA 50265 (515) 225.8488

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

THIS DECLARATION is made on the date set forth below by MBV Properties, LLC, hereinafter referred to as Declarant;

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

The Southeast Quarter (1/4) of the Northwest Quarter (1/4) and the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirty-one (31), in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, except Parcel "J" located in the Southeast Quarter (1/4) of the Northwest Quarter (1/4) and in the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirty-one (31), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 37.00 acres, as shown in Plat of Survey filed in Book 2021, Page 5062 on December 13, 2021, 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 1.01 Owner

- (a) "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 1.02 Properties

- (a) "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 1.03 Parcels

- (a) "Parcels" shall mean and refer to the Parcels surveyed off from time to time.

Article II. Use Restrictions

Section 2.01

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

Section 2.02

- (a) All parcels 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. One Single Family Residential house per lot. No Commercial, Industrial, or Farm Operations. One story home must be a minimum of 1,200 Square feet. Two Story & 1.5 Story home must be a minimum of 1,500 Square feet (unless alternate plans are approved by Sellers). Any shop/metal type buildings constructed as a home must have a traditional residential style and features.
- (b) No mobile homes or manufactured homes shall be erected or placed on any of the parcels.
- (c) No more than 4 dogs per Lot. No more than 20 - 4 legged animals per lot.
- (d) All animals must be contained within each lot.
- (e) 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.
- (f) No parcel shall be further subdivided, except that a parcel may be divided and sold to or with adjoining parcels to increase their size.
- (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) 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.
- (i) 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 Provision

Section 3.01 Enforcement

- (a) 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.
- (b) The owner of Parcel "J" located in the Southeast Quarter (1/4) of the Northwest Quarter (1/4) and in the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirty-one (31), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 37.00 acres, as shown in Plat of Survey filed in Book 2021, Page 5062 on December 13, 2021, in the Office of the Recorder of Madison County, Iowa, 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 said person to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3.02 Severability.

- (a) 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 3.03 Amendment.

- (a) The covenants and restrictions of this Declaration shall run with and bind the land. Any amendment must be recorded.


Matt Bengtson, Manager

On this 29th day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Matt Bengtson as Manager of MBV Properties, LLC, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Kari Miller
NOTARY PUBLIC IN AND FOR
THE STATE OF IOWA

