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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

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**Declaration of Residential Covenants, Conditions, and Restrictions for
North Branch Estates Subdivision
An Official Plat in Madison County, Iowa.**

THIS DECLARATION, is executed on: 10/16/2023

WHEREAS, Declarants are the Owners of certain real property known as North Branch Estates Subdivision, County of Madison, in the State of Iowa, which is more particularly described as:

Lots 1 and 2 in North Branch Estates Subdivision

WHEREAS, Declarants are desirous of protecting the value and desirability of the whole of North Branch Estates Subdivision including the real property described above.

NOW, THEREFORE, Declarants hereby declare that all of the properties described above, namely all building lots in 1-2 inclusive, shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, 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.

1. Easements: Easements are recorded on the plat for use by and for the public utilities to benefit all lots, no buildings or permanent structure shall be allowed on these easements. Building set-back lines, as shown on the plat of record, shall be strictly followed and public utility easements, as shown on the recorded plat, are hereby reserved for utility installation and maintenance and storm water surface flowage. The Owner or occupant of a lot shall at their own expense keep and preserve that portion of the easement within their property in good landscape repair and condition.
2. Definitions: For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:
 - a. "COVENANTS" shall refer to this Declaration of Residential Covenants, Conditions, and Restrictions.
 - b. "PLAT" shall mean and refer to the real property located in the residential subdivision described above.

- c. "DECLARANTS" shall mean and refer to the signatories hereto and its successors and assigns.
 - d. "LOT" shall mean and refer to the signatories hereto and its successors and assigns.
 - e. "BUILDING PLOT" shall mean and refer to one or more platted lots, or one platted lot and portion or portions of adjacent platted lots in the above-described plat.
 - f. "OWNER" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any lot or building plot which is a part of the above-described plat.
3. Building Area: Dwellings, buildings, or structures constructed or permitted on any plot in this subdivision must meet the following floor area requirements:
- a. One story structure must have an above grade finished floor area of not less than 1200 square feet.
 - b. One and one-half story structure must have an above grade finished floor area of not less than 1500 square feet.
 - c. Two story structure must have an above grade finished floor area of not less than 1800 square feet.
 - d. Lot 1 may have a commercial, residential, or agricultural structure(s) and use if elected.
4. Design and Construction: No building shall be erected on any lot nearer than the building setback lines as shown on the recorded plat, unless approved by the County of Madison.
5. Restrictions:
- a. No Construction Companies or Industrial Operations or similar to be operated within North Branch Subdivision.
 - b. No mobile homes or manufactured homes shall be erected as permanent structures.
 - c. No more than 4 dogs per lot. No more than 20 four legged animals per lot.
 - d. All animals must be contained within each lot.
6. Enforcement: If any party shall violate or attempt to violate any covenants, conditions, or restrictions contained herein, it shall be lawful for the Declarants or any other owners protected as provided herein to prosecute proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants, conditions, or restrictions, and to either prevent them from so doing or recover damages for such violations. Enforcement of covenants shall be within the jurisdiction of Madison County Iowa.

7. Modifications of Covenants. These covenants may be amended by unanimous agreement, by the owners of Lot 1, Lot 2 & the owner of parcel ID: 200032428010000 (24 Acres) /1328 US HWY 169 Winterset, IA (3/3 or 100% vote). Expenses incurred regarding modifications to such covenants will be at the cost to respective lot owners.
8. Partial Invalidity and Severability. Invalidation of any provision of these Covenants by judgment or court order shall in no way affect any of the other provisions contained herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration of Residential Covenants, Conditions and Restrictions, was made the date first written above by the Declarant.

BK North Branch Land

By Matt Bengsten

Print: Matt Bengsten

Title: Manager

STATE OF IOWA, COUNTY OF Pocahontas) ss:

This instrument was acknowledged before me on October 16, 2023, by Matt Bengsten, as Manager of BK North Branch Land

By: [Signature]

Notary Public

