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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KIPPY RIDGE ESTATES
Recorder's Cover Sheet

Preparer Information: Trevor J. Heimbaugh, 101 1/2 W. Jefferson, Winterset, IA 50273, Tel: 515-462-3731

Taxpayer Information: Kippy Ridge Estates, 2262 Kippy Ridge Ct., Winterset, IA 50273

Return Document To: Trevor J. Heimbaugh - 101 1/2 W. Jefferson, Winterset, IA 50273

Grantors: Kippy Ridge Estates

Grantees: Kippy Ridge Estates

Legal Description: See Page 2

Document or instrument number if applicable:

Prepared by and return to: Mark L. Smith, P.O. Box 230, Winterset, IA 50273 515/462-3731

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KIPPY RIDGE ESTATES

THIS DECLARATION is made on the date set forth below by **Mark Tunnell, Barb Tunnell, Dave Marsh, Randi Marsh, Scott Hessenius, Dianne Hessenius, Jeff Thompson, Tina Thompson, Randy McDonald, Lana McDonald, Wade Banning, Aimee Banning, Warren Booton, Jessica Gibbons, Rich Larson, Carrie Larson, Jeff Barnwell, Tami Barnwell, Lee Sharratt, Lyndsay Sharratt, Bruce Wangler, Nicole Wangler, and Stacy Hilsabeck (all of the owners of land in Kippy Ridge Estates),** hereinafter referred to as **Declarant;**

WITNESSETH:

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

A parcel of land in the North Half of the Southeast Quarter of Section 2, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa more particularly described as follows:
Commencing at the East Quarter Corner of Section 2, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence South 01°12'14" East 417.50 feet along the East line of the Southeast Quarter of said Section 2 to the Point of Beginning; thence continuing South 01°12'14" East 890.75 feet along said East line to the Southeast Corner of the Northeast Quarter of the Southeast Quarter of said Section 2; thence South 89°47'56" West 2117.61 feet along the South line of the North Half of the Southeast Quarter of said Section 2 to the centerline of a County Road; thence North 00°11'12" West 1321.95 feet to a point on the North line of the Southeast Quarter of said Section 2; thence South 89°49'16" East 1676.93 feet along said North line; thence South 45°30'45" East 597.52 feet to the Point of Beginning containing 61.574 acres including 1.001 acres of County Road right-of-way.

NOW THEREFORE, Declarant hereby declares that all properties within the above-described real estate shall be held, sold and conveyed subject to the following easements, 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.

"Association" shall refer to the Kippy Ridge Estates Owners' Association, Inc., which shall be a Residential Real Estate Management Association, its successors and assigns.

Section 2.

"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 3.

"Properties" shall mean and refer to that certain real property hereinbefore described and such additional real property which includes lots or plats as may hereafter become subject by covenants of record to assessment by the Association or hereinafter become Common Area.

Section 4.

"Road Area" shall mean and refer to the roadway, including the improvements thereon, ownership of which shall be retained by the Owners, subject to easements for the common use and enjoyment of the owners. The Road Area shall also be all portions of paving, rock roads, sewers and utilities located in the Road Area and included in the property owned by municipality or municipal agency. The Road Area and any improvements thereon shall be granted by perpetual easement by the adjacent lot owner to all other lot owners for roadway and utility purposes.

Section 5.

"Lots" shall mean and refer to the numbered lots or plats as shown upon any Plats within the Property.

Section 6.

"Association Responsibility Elements" shall mean the following, whether located upon a "Parcel" or upon the "Common Area":

(a) The access roads constructed by the Declarant or the Association and maintained by the Association.

(b) Conduits, ducts, plumbing, wiring, pipes and other facilities located on the above rock roads which are carrying any service to more than one "Parcel".

(c) Street signs owned by the Association, including such signs located on property owned by Madison County, Iowa.

ARTICLE II - Property Rights and Maintenance

Section 1. Owners' Easements and Enjoyment.

Every Owner shall have a right and easement and enjoyment in and to the Road Area which shall be appurtenant to and shall pass with the title to every Parcel, subject to the right of the Association to dedicate or transfer any part of the Road Area to any public agency, authority or utility for such purposes. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by a majority of the members entitled to vote, has been recorded.

Section 2. Association Responsibility Elements.

No person, other than the owner of a Parcel, and his invitees, shall have the right to enter upon, use or affect an Association Responsibility Element located adjacent to a Parcel except that the Association and its designees may enter the Road Area at reasonable times for the following purposes:

(a) Enforcement of any provision of this Declaration or the Articles of Incorporation or the By-Laws of the Association;

(b) Mowing and maintenance of grass areas;

(c) Snow removal; and

(d) Maintenance and repair of the road areas.

Section 3. Maintenance.

The Association shall be responsible for the maintenance of the Road Area and the improvements thereon.

Section 4. Residences.

There shall be located on each Parcel sold a single-family residence of at least fifteen hundred (1500) square feet living area, not including basement or walk-out basement, and no other use shall be allowed except single-family residency. No structure shall be erected on any Parcel except a single-family residential dwelling structure, a one-to-three-car garage, and certain accessory buildings provided that accessory buildings, other than garages, may not be erected in excess of 1600 square feet of area for one building, or 1600 square feet in total for two buildings. No more than two accessory buildings shall be allowed. No construction shall start on any such dwelling until plans have been approved by the HOA. No mobile homes or

double-wide homes shall be erected or placed on any of the lots, plats or Parcels included in the real estate described above. No trailer, basement, tent, shack, garage, barn or other accessory building on the Parcel shall at anytime be used as a residence, temporarily or permanently; nor, shall any residence of a temporary character be permitted. The titleholder of each lot, tract or Parcel shall keep his lot or lots free of weeds and debris and shall not engage in any activity which is a nuisance.

Section 5.

Building setbacks are set forth in the Plat for Kippy Ridge Estates.

Section 6.

All wiring shall be underground.

Section 7.

No lot shall be subdivided except that an owner may sell a portion of his lot to an adjacent landowner for the purpose of increasing the size of the adjacent landowners' lot.

ARTICLE III - Membership And Voting Rights.

Section 1.

Every owner of a Parcel which is subject to assessment shall be a member of the Association. Membership is mandatory and shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment.

Section 2.

All owners shall be entitled to one vote in the Association for each Parcel. When more than one person holds an interest to any Parcel, all such persons shall be members. The vote for such Parcel shall be exercised as they determine; but, in no event, shall more than one vote be cast with respect to any Parcel. Such vote shall be one-sixteenth (1/16) of the total votes.

ARTICLE IV - Covenants For Maintenance Assessments

Section 1. Creation of Liens and Personal Obligations of Assessments.

The Declarant, for each Parcel owned within the properties, hereby covenants, and each Owner of any Parcel by acceptance of a Deed therefor, whether or not it shall be so expressed in such deed, is deemed to consent and agree to pay to the Association: (1) Annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, together with interest, costs and reasonable attorney's fees, which shall be a charge upon each Parcel and shall be a continuing lien upon the Parcel against which such assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees shall also be the personal obligation of the person who was

the owner of such Parcel at the time the assessment came due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless expressly assumed by them.

Section 2. **Purpose of Assessments.**

The assessments levied by and for the Association shall be used exclusively to promote the health, safety and welfare of the residents of the property and for the improvement and maintenance of the Road Area and the Association Responsibility Elements.

Section 3. **Annual Assessment.**

(a) For the period commencing January 1st of the year immediately following the conveyance of the first Parcel to an Owner, the annual assessment shall be fixed by the Board of Directors of the Association.

(b) The Board of Directors shall fix the annual assessment each year thereafter.

(c) A Parcel shall not be subject to assessment until the first day of the month following the date of possession of such Parcel.

(d) Lots 15 and 16 shall not be assessed dues for road maintenance.

Section 4. **Special Assessments for Capital Improvements.**

In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Road Area, which shall include the surfacing or maintenance of any such roads, provided that any such assessment shall have the assent of a majority of the votes of members entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. **Notice And Quorum For Any Action Authorized under Sections 3 And 4 Above.**

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 shall be sent to all Members entitled to vote not less than ten (10) days nor more than thirty (30) days in advance of the meeting. A quorum shall consist of a majority of the then parcel holders

Section 6. **Uniform Rate of Assessment.**

Annual assessments, special assessments for capital improvements, and insurance assessments shall be fixed at a uniform rate for all Parcels and may be collected on a monthly

basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates.

Annual assessments shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Parcel at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Parcel have been paid. A properly executed Certificate of the Association as to the status of an assessment on a Parcel is binding upon the Association as of the date of its issuance.

Section 8. Insurance and Insurance Assessments.

In addition to the annual assessments and special assessments for capital improvements, the Association may levy assessments for insurance purchased by the Association. The Association shall obtain liability and casualty insurance for the Road Area and for the Association Responsibility Elements. This provision shall not alleviate any owner of any Parcel from obtaining homeowners' liability insurance and casualty insurance for the property of such owner. In the event of a casualty loss upon the Road Area, the Association shall be responsible for the repair and restoration of the Road Area and the Owner shall be responsible for the repair and restoration of any building or improvements on his Parcel.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Parcel.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Parcel shall not affect the assessment lien. However, the sale or transfer of any Parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Utilities.

Each Owner shall be responsible for payment of all utility services to his Parcel, including but not limited to, electricity, water, gas, telephone, sewer services, and cable

entire Parcel is rented, and the period of rental is at least one month unless some other period is established in the rules, regulations or By-Laws of the Association. No lease shall relieve the Owner as against the Association and other owners from any responsibility or liability.

(c) Nothing shall be altered in, constructed in, or removed from the Road Area, except upon written consent of the Board of Directors of the Association, which may be given through regulations of the Association.

(d) No livestock or other animals of any kind shall be raised, bred, or kept in any Parcel or in any Road Area, except an Owners shall be permitted to keep cats, dogs or other usual household pets and to walk them, upon the Common Area, subject to rules and regulations adopted by the Association.

(e) No activity shall be allowed which unduly interferes with the peaceful possession and use of the Parcels by the Owner nor shall any fire hazard or unsightly accumulation of refuse be allowed.

(f) Nothing shall be done or kept in any Parcel or in the Road Area which will increase the rate of insurance on the Road Area or the Association Responsibility Elements, without the prior written consent of the Board of Directors of the Association. No Owner shall permit anything to be done or kept in his Parcel or in the Road Area which will result in the cancellation of insurance on any Parcel or any part of the Road Area or the Association Responsibility Elements, which would be in violation of any law, or which may be or become a nuisance or annoyance to the other Owners.

(g) All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance modification or repair of property shall be the same as the responsibility for the maintenance and repair of the property concerned.

(h) The Board of Directors of the Association shall have the authority to adopt rules and regulations governing the use of Parcels, the Road Area and the Association Responsibility Elements and such rules shall be observed and obeyed by the Owners, their guests, lessees, assigns and licensees.

(I) Agents or contractors hired by the Board of Directors of the Association may enter any Parcel when necessary in connection with any installation, repair, removal, replacement or inspection of any Association responsibility element, or in connection with landscaping, or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the Owner as practicable.

(j) An Owner shall be liable to the Association for the expense of any

maintenance, repair, or replacement to the Road Area or the Association Responsibility Elements rendered necessary by his act, neglect, or carelessness, or by that of his family, guests, employee, agents, or lessee, which liability shall include any increase in insurance rates resulting therefrom.

(k) Neither the Owners nor the Association nor the use of the Road Area shall interfere with the completion of the contemplated improvements and the sale of the Parcels by the Declarant. The Declarant may make such use of the unsold Parcels and the Road Area as may facilitate such completion and sale.

(l) Police, firemen, emergency units, inspectors and any other public officials or law enforcement agencies shall have the same right of entry onto and the same enforcement powers as to the Road Area as they have with respect to public streets and publicly owned parks and areas.

Section 3. No Waiver.

Failure of the Association or any Owner to enforce any covenant, condition or restriction, this Declaration, the Articles of Incorporation or By-Laws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

ARTICLE VIII - General Provisions

Section 1. Enforcement.

The Association, or 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 the Association or 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 for a term of twenty-one (21) years from the date this Declaration is recorded. This Declaration may be amended during the first twenty-one (21) year period by an instrument signed by not less than seventy-five percent (75%) of the Parcel Owners, but no amendment shall alter any rights of the Declarant or impose any additional obligations upon the Declarant without the consent of the Declarant. Any amendment must be recorded.

ARTICLE IX - By-Laws

The By-Laws of **Kippy Ridge Estates Owners' Association** shall remain in full force and effect.

Dated this 29 day of December, 2025.

(SIGNATURE PAGES TO FOLLOW)

Mark W. Tunell

Mark ~~Tunnell~~ Tunell

Barbara J. Tunell

Barb ~~Tunnell~~ Tunell

Subscribed and sworn to before me by the said individuals on this 12 day of Sept., 2025.

Sarah M. Cowman

Notary Public in and for the State of Iowa

SARAH M. COWMAN
Commission Number 754017
My Commission Expires
8-1-26

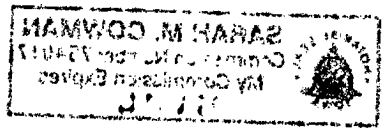
Dave Marsh

Randi Marsh

Subscribed and sworn to before me by the said individuals on this 11 day of September, 2025.

Sarah M. Cowman
Notary Public in and for the State of Iowa

SARAH M. COWMAN
Commission Number 754017
My Commission Expires
8-1-24


SARAH M. COWMAN
My Commission Expires

Scott Hessenius

Dianne Hessenius

Subscribed and sworn to before me by the said individuals on this 10th day of December, 2025.

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
BETH LOILER
Commission Number 856475
MY COMMISSION EXPIRES
6/6/2027

Jeff Thompson

Tina Thompson

Subscribed and sworn to before me by the said individuals on this 11 day of Sept, 2025.

Notary Public in and for the State of Iowa

CANDICE DOLE
Commission Number 804689
My Commission Expires
June 6, 2026

Randy McDonald

Lana McDonald

Subscribed and sworn to before me by the said individuals on this 9th day of December, 2025.

Sarah M. Cowman
Notary Public in and for the State of Iowa

SARAH M. COWMAN
Commission Number 754017
My Commission Expires
8-1-26

Wade Banning

Aimee Banning

Subscribed and sworn to before me by the said individuals on this 9 day of December, 2025.

Eric C. Piper #749610

Notary Public in and for the State of Iowa

ERIC C. PIPER
MY COMMISSION EXPIRES 1-03-26
COMMISSION NUMBER 749610
NOTARIAL SEAL - IOWA

Warren Booton

Jessica Gibbons

Subscribed and sworn to before me by the said individuals on this 4 day of December, 2025.

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
JAYNE AYALA
Commission Number 853434
My Commission Expires
1-24-2027

Rich Larson

Carrie Larson

Subscribed and sworn to before me by the said individuals on this 16th day of September, 2025.

Notary Public in and for the State of Iowa

09-17-2025 Victoria Rude

VICTORIA RUDE
Commission Number 860644
My Commission Expires
11/22/2027

Nicol Roethler
Commission Number 847512
My Commission Expires
April 18, 2026

Jeff Barnwell

Tami Barnwell

Subscribed and sworn to before me by the said individuals on this 1 day of Nov., 2025.

Notary Public in and for the State of Iowa

BARBARA T. BITZ
Commission Number 747324
My Commission Expires
10-10-28

Lee Sharratt

Lyndsay Sharratt

Subscribed and sworn to before me by the said individuals on this 10th day of Sept, 2025.

Sarah M. Cowman
Notary Public in and for the State of Iowa

SARAH M. COWMAN
Commission Number 754017
My Commission Expires
8-1-26

Bruce Wangler

Nicole Wangler

Subscribed and sworn to before me by the said individuals on this 11 day of September, 2025.

Lauren Palmer
Notary Public in and for the State of Iowa

LAUREN PALMER
Commission Number 798910
My Commission Expires
8-24-28

Kippy Ridge HOA

Stacie Hilsabeck

Subscribed and sworn to before me by the said individuals on this 25 day of September, 2025.

Notary Public in and for the State of Iowa

JAYNE AYALA
Commission Number 853434
My Commission Expires
1-24-2027