

REC \$ 55.00
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R.M.F. \$ 1.00

DECLARATIONS
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VALLEY VIEW ESTATES



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THIS DECLARATION is made on the date hereinafter set forth by Jan-Cat, Inc., James K. Peterson and Cynthia A. Peterson, and Timothy A. Mohs and Jacque S. Mohs of Madison County, Iowa, hereinafter referred to as "Declarants."

WITNESSETH:

WHEREAS, Declarants are the owners of certain property situated in Madison County, Iowa, which is more particularly described as:

All Lots in the attached plat shown on Exhibit "A" in Madison County, Iowa (hereinafter referred to as the "properties").

and, WHEREAS, Jan-Cat, Inc., James K. Peterson and Cynthia A. Peterson, and Timothy A. and Jacque S. Mohs are the titleholders to all the building lots therein located;

NOW THEREFORE: The undersigned create the following restrictive covenants effective and binding on all lots in said plat:

ARTICLE I - PURPOSE

Declarants desires to create upon the properties a residential community. In order to preserve the natural setting and beauty of the properties, to establish and preserve a harmonious and aesthetically pleasing design for the properties and to protect and promote the value of the properties, any and all improvements located therein or thereon shall be subject to the restrictions set forth herein. Every grantee of any interest in the properties, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions herein.

ARTICLE II - DEFINITIONS

- A. "Properties" shall mean and refer to the real property located in the residential plat described above.
- B. "Declarants" shall mean and refer to Jan-Cat, Inc., James K. Peterson and Cynthia A. Peterson, and Timothy A. and Jacque S. Mohs.
- C. "Lot" shall mean and refer to one or more of land, which is described and shown upon the recorded plat, which are available for the construction of a single family, residence.
- D. "Building Plot" shall mean and refer to one or more platted lots, or one platted lot and promotional portions of adjacent platted lots in the residential plat described above.

STATE OF IOWA, ss.
MADISON COUNTY,
Inst. No. 2003
Book 2003 Page 1234
Filed for Record this 5 day of March 2003
Recording Fee \$ 5.00
Michelle Utsher, Recorder, By *[Signature]* Deputy

001224

"NO EXHIBIT 'A' ATTACHED"

- E. "Owner" shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any lot or building plot which is a part of the residential plat. Jan-Cat, Inc. retains the right to be the owner of any lot that remains unsold.
- F. "Common Areas" shall mean those designated Lots owned by the Homeowners Association and all roads.

ARTICLE III - PROPERTY RIGHTS

- A. Owners shall have a perpetual right and easement of enjoyment in and to the residential plat.
- B. Any person residing on a residential Lot shall have the same right and easement of enjoyment in and to the Common Areas which the Owner has pursuant to Article II, F above, but subject to the rights of the Association.
- C. Jan-Cat, Inc. reserves an easement across all existing roadways located within the Property for the purpose of ingress and egress, utility installation, etc., for the possible future expansion of the residential plat to contiguous areas. Jan-Cat, Inc. further reserves the right to expand and to join expansion areas with the current residential plat.

ARTICLE IV - VOTING RIGHTS

- A. The Association shall have two classes of voting membership:
 - (1) Class A Members. Class A Members shall be all those Owners as defined in Article II. Class A Members shall be entitled to one vote for each residential Lot in which they hold interest. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such residential Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any residential Lot.
 - (2) Class B Members. The Class B Members shall be Jan-Cat, Inc. The Class B Members shall be entitled to three (3) votes for each Lot in which they hold interest. Provided that the Class B Membership shall cease and be converted to Class A membership when the total votes outstanding for the Class A Membership exceeds the total votes outstanding for the Class B Membership.

ARTICLE V - COVENANT FOR ASSESSMENTS

- A. The Declarants for each Lot owned within the Property hereby covenant, and each Owner of a residential Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special
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assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Their personal obligation shall not pass to his successor in title unless expressly assumed by them.

- B. Only residential Lots are subject to assessment; Outlots and Common Areas are excluded.
 - C. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of the property, services, roads, road right-of-way, entrance way, utilities, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, and of the homes situated upon the Property.
 - D. In addition to the annual assessments 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 or reconstruction, improvements, unexpected repair or replacement of streets, roads, entrances, right-of-way, trails, or of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 10 days nor more than 30 days in advance of the meeting setting forth the purpose of the meeting.
 - E. Both annual and special assessments shall be fixed at a uniform rate for all residential Lots, regardless of size or location with the Property.
 - F. At the first meeting called, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Article V, and the required quorum at any such subsequent meeting shall be sixty percent (60%) of those present at said meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.
 - G. Due dates of Annual Assessments. To be determined by vote of the Association.
 - H. Remedies of the Association: Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of one and one-half percent (1 1/2%) per month, and the Association may bring action at law against
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the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

- I. The lien of the assessments provided for herein shall be subordinate to the lien of any prior recorded mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE VI - GENERAL RESTRICTIONS

- A. All setbacks will be in accordance with the Madison County regulations and building setbacks as shown on the recorded plat.
- B. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the proposed plat of The residential plat described above. The Owner or occupant of the building shall at his or her expense keep and preserve that portion of the easement within his or her property at all times in good repair and condition, and shall neither erect or permit erection of any building or structure of any kind nor permit any growth of any kind within said easement which might interfere in any way with the use and patrolling of any of the utility services and drainage courses located in the easement.
- C. Thereby is hereby reserved for the benefit of Declarants, the Association and their respective successors and assigns the alienable, transferable and perpetual right and easement upon, over and across those strips of land forty (40) feet in width located along and adjacent to those exterior boundaries located adjacent to streets and roads for all Lots, such strips to be bounded by such exterior boundaries adjacent to streets and roads and by lines in the interior of such lots which are forty (40) feet from and parallel to such exterior boundaries, for the installation, maintenance and use of sidewalks, trails, directional signs and related improvements, provided that Declarants shall have no obligation to construct any such improvements.
- D. Drainage of storm and surface waters in the plat will be by open surface water drainage courses in true keeping with the rural nature of the zoning classification. Each Owner will be responsible for accepting any upstream drainage including drainage from streets and street culverts, and passing the water across the street to the downstream side. The Owner shall not divert drainage from its natural course to another lot without the express written consent of the other Owner. Each Lot Owner agrees to maintain, keep free of weeds and debris and keep in good repair, at no costs or expense to Madison County, any surface water drainage, or storm drainage way, located on, over and across the Lot. Madison County in no way assumes responsibility for maintenance of surface water drainage courses or any damage that may be caused by the surface after drainage course to each and every Lot or improvements placed thereon, in the Plat.
- E. No building or structure of a temporary character and no trailer, basement, tent, shack, garage or Outbuilding shall be used at any time as a residential dwelling on any lot,

either temporarily or permanently.

- F. No boat, snow mobile, recreational vehicle, trailer, or other vehicle other than automobiles shall be stored or parked on any Lot unless in House or Outbuilding. The Declarants may limit or prohibit the parking of automobiles on any street or driveway. In the event of violation of this provision the Declarants may, after reasonable notice, remove such boat, snow mobile, recreational vehicle, trailer or other vehicle and assess the costs of such removal to the Owner of the Lot.
- G. The Owner or person in possession of each Lot, whether vacant or improved, shall keep the same mowed and free of debris. Each Owner agrees that after written notice given by certified mail to such Owner or person in possession by the Declarants or any property within 500 feet of such lot such weeds and/or such debris shall be removed within fifteen (15) days, failing which the Declarants or the property Owner giving such notice may enter upon the property to cut or cause to be such weeds, remove or cause to be removed such debris, and shall have a right of action against the Owner of such lot for the collection of the costs thereof.
- H. Each Owner shall be responsible for the installation, repair, maintenance, and replacement of utility services and lines serving his or her Lot.
- I. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdictions 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 for the repair of the property concerned.
- J. No lot shall be subdivided, partitioned, replatted or in any way divided so as to create more than one parcel of real estate for the purpose of constructing and maintaining a House thereon.
- K. No signs of any kind shall be displayed to the public view on any lot, except, signs of not more than six (6) square feet advertising property for sale or rent, or signs used by a builder to advertise the property during construction. Excluded from this provision is subdivision marketing signage as erected by the Declarants, which is specifically allowed.

ARTICLE VII - USE RESTRICTIONS

- A. Architectural control.
 - 1. No building or structure, nor any addition or alteration thereof shall be constructed, altered, or maintained on any building plot unless and until detailed plans, specification, proposals, and site plans (hereinafter collectively referred to as "Plans") shall have been filed in writing and have been approved in writing by Declarants.
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2. Submitted plans shall contain details of design, color scheme, elevation, site grade, fencing, roofing, solar systems, and location of any dimensions of structures, walks, driveways, landscaping, yard lights, and mailboxes and shall also state the type of construction including the submission of proposed external details. Declarants shall not unreasonably withhold approval of plans submitted pursuant hereto provided, however, that failure to meet covenants, restrictions and conditions contained herein shall be grounds for Declarants' reasonable disapproval of such plans.
3. Failure of Declarants to disapprove plans within thirty (30) days of submission of said plans shall be deemed to be approval thereof. Declarants and its designated architect shall not be liable to anyone in damages who has submitted plans for approval, or to any Owner by reason of mistaken judgment, negligence, or nonfeasance of itself, its agents or employees arising out of or in connection with the approval or disapproval of any such plans.
4. Plans approved by Declarants shall permit the Owner of a building plot to construct in accordance with said plans and in conformity of the applicable codes. Dirt removal, excavation or construction shall not be commenced until approval therefore has been received from Declarants.
5. Any deviation in construction on any building plot from approval plan, which in the judgment of Declarants are of substantial detriment to the appearance of the structure or surrounding area, shall be corrected to conform to the approved plans at the expense of the Owner of the building plot.

B. Minimum dwelling floor area requirements.

No dwelling shall be constructed or permitted to remain upon any lot within the development unless it meets the following floor area requirements.

1. One-story dwellings must have a ground floor finished area of not less than 1800 square feet.
 2. One and one-half story dwellings must have not less than 1600 square feet of finished area on the ground floor and a total on the ground floor and second floor of not less than 2200 square feet of finished area.
 3. Two-story dwellings must have not less than 1500 square feet of finished area on the ground floor and a total on the ground floor and second floor of not less than 2200 square feet of finished area.
 4. Split-entry dwellings must have not less than 1500 square feet of finished area directly under the roof and a total finished area of 2200 square feet.
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5. Split-level dwellings must have not less than 1500 square feet of finished area directly under the roof and a total finished area of 2200 square feet.

In the computation of floor area, the same shall not include any porch breezeways, garages, attics, cellars, and basements.

C. Design and construction of House and Outbuildings.

1. No mobile home or manufactured home, as defined in the Code of Iowa, shall be placed upon or erected on any Lot.
2. No House, Outbuilding, or any other structure shall be constructed, altered or maintained on any lot unless it has a driveway running from a street to the home which must be of a sufficient area to park at least two (2) automobiles entirely off the street. All driveways shall be constructed of concrete, bituminous surfacing, or three-quarter (3/4) inch limestone gravel.
3. All dwellings must have, at a minimum, double-attached or double-basement garages.
4. Any dog run, tool shed, trash receptacle, or other outside structure of like nature shall be properly screened by reasonable shrubbery or decorative fence or both so that it is not visible from the street or from any other lot.
5. All Houses, or Outbuildings, or improvements of any kind must be completed within twelve (12) months of the commencement date of the construction.
6. No chain link fence, snow fence or temporary fence of any kind shall be permitted on any lot except that a chain link fence may be permitted around a dog run or tennis court.
7. No towers shall be constructed on any Lot, however, antenna and satellite dishes are permissible, provided that the same are screened in such a fashion so as not to be visible from the road ways or from any other lot.
8. Notwithstanding the provisions of this subsection to the contrary, guest houses may be permitted in Outbuildings subject to the approval of the plans of such Outbuildings. No guesthouse shall be used for permanent living quarters, nor shall any guesthouse be allowed on a lot, which does not have a house erected thereon.

D. Animals and Household Pets.

1. No animals, livestock or poultry of any kind, shall be raised, bred or kept on any Lot except that horses, ponies, dogs, cats, and other common household pets may be kept so long as they are not kept, bred or maintained for
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commercial purposes. In no event, however shall more than three (3) horses, dogs, cats, or other common household pets be maintained on any one building plot at any time. Dogs must be tied or fenced in a dog run. Domestic animals may be permitted by special permit from Declarants, if allowed within the zoning restrictions of Madison County.

2. No horses shall be kept on any lot until an Outbuilding has been constructed sufficient in size to provide stable area for the horses kept on such lot. The location, design and construction of the Outbuilding shall be approved in accordance with the Declarants' provisions of the architectural control provisions of the Declaration and shall comply with Madison County zoning regulations. Where the construction of an Outbuilding precedes the onset of the construction of a Dwelling, the Owner shall provide Declarants with a site plan sufficient in detail to assure that the location of the Dwelling, Outbuilding and Pasture Area conform with the Declaration in all respects.
 3. No horse shall be kept on any lot unless and until an approved fence has been constructed on such lot providing for complete enclosure of the area where the horses will be kept (hereinafter "Pasture Area"). An approved fence is a fence approved in accordance with the express terms of the Declarants and in accordance with the architectural control and approval provisions herein. Horses shall be kept only in the Pasture Area, which area shall be restricted to that portion of the Lot located behind the House.
 4. No lot shall be used for commercial boarding, training or keeping of horses whether or not such boarding, keeping or training is being performed for remuneration or voluntarily.
 5. Each lot shall be maintained, and each Owner thereof shall take such measures as may be reasonably necessary so as to not allow noxious and offensive odors, waste, effluents, pests, and pestilence from leaving the boundaries of such lot.
 6. An Owner shall be permitted to ride and exercise their horses on his or her property with the Pasture Area and on the driveways. Horseback riding shall be permitted on all Common Areas to the Association of Lot Owners of The residential plat described above and within the easement areas surrounding the exterior boundary of The residential plat described above.
 7. The provisions of this article may be enforced by either the Declarants or by other Owners. In the event that an Owner fails to maintain fences located on his or her property or fails to comply with the other restrictions of this article, the Declarants or any other Owner shall have the right to perform such action and assess thereof to the Owner on whose behalf the Declarants or Owner perform such actions.
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ARTICLE VIII - MISCELLANEOUS

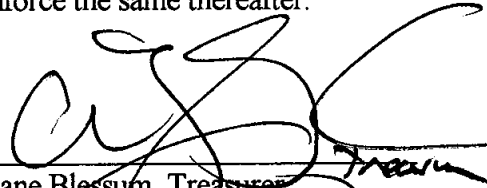
- A. The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land, and shall remain in full force and effect until December 31, 2020 at which time said covenants, restrictions and provisions shall automatically be extended for successive periods of ten (10) years each. However, at any time, such covenants, restrictions and provisions may be amended, modified, changed or canceled, in whole or in part, upon written agreement signed by the Owner or Owners of seventy-five percent (75%) of the lots hereby restricted.
- B. If any party shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, it shall be lawful for Declarants, or any Owners owning building plots in The residential plat described above entitled to the protection 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 him or them from doing or recovering damages for such violations.
- C. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other of the provisions, which shall remain in full force and effect.
- D. Words and phrases herein including acknowledgments hereof, shall be constructed as in the singular or plural number and as masculine, feminine or neuter gender, according to context.
- E. Failure of the Declarants or an Owner to enforce any covenant, condition or restriction herein, shall not constitute a waiver of the right to enforce the same thereafter.

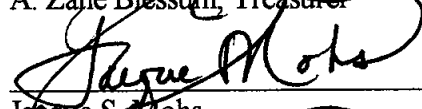
JAN-CAT, INC.

By: 
Mark L. Switzer, President


Timothy A. Mohs


James K. Petersen


By: 
A. Zane Blessum, Treasurer


Jacquie S. Mohs


Cynthia A. Petersen


STATE OF IOWA :
:SS
COUNTY OF MADISON:

On this 31st day of Dec, 2001 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Timothy A. Mohs and Jacque S. Mohs, known to me to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.


Notary Public in and for the State of Iowa

STATE OF IOWA :
:SS
COUNTY OF MADISON:

On this 31st day of Dec, 2001 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James K. Peterson and Cynthia A. Petersen, known to me to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.


Notary Public in and for the State of Iowa

STATE OF IOWA :
:SS
COUNTY OF MADISON:

On this 31st day of Dec, 2001 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark L. Switzer and A. Zane Blessum, to me personally known, who, being duly sworn, did say that they are the President and Treasurer respectively, of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Mark L. Switzer and A. Zane Blessum as such officers acknowledged that they executed the same as their voluntary act and deed of said corporation, by it and by them voluntarily executed.


Notary Public in and for the State of Iowa



EXHIBIT "B"

The Northwest Quarter (1/4) of the Southwest Quarter (1/4), and all that part of the East Half (1/2) of the West Half (1/2) of the Northwest Quarter (1/4), and of the Southeast Quarter (1/4) of the Northwest Quarter (1/4) lying South of the Public Highway, all in Section 8, Township 75 North, Range 27 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows:

Commencing at the Southwest Corner of the Northwest Quarter (1/4) of Section Eight (8), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa; thence along the West Line of said Northwest Quarter (1/4), North 00°00'00", 1,288.00 Feet to the Centerline of Public Highway G-50; thence along said Centerline, South 87°55'00" East, 322.57 Feet; thence Southeasterly 336.33 Feet along a 3,819.72 Foot Radius Curve Concave Southwesterly and having a Central Angle of 5°02'42", to the Point of Beginning, Thence Continuing Southeasterly 227.00 Feet along a 3,819.72 Foot Radius Curve, Concave Southwesterly and having a Central Angle of 03°24'18"; thence South 79°28'00" East, 342.79 Feet; Thence Southeasterly 509.17 Feet Along a 2,864.79 Foot Radius Curve, Concave Northeasterly and Having a Central Angle of 10°11'00"; Thence Continuing Along said Centerline, South 89°39'00" East, 899.50 Feet to the East Line of the Southeast Quarter(1/4) of the Northwest (1/4) of Said Section 8; Thence along said East Line, South 00°10'55" East, 1,099.68 Feet to the Southeast corner of said Southeast Quarter (1/4) of the Northwest Quarter (1/4); Thence South 00°06'31" West, 1,301.79 Feet to the Southeast Corner of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Said Section 8; Thence South 89°35'03" West, 1,309.66 Feet to the Southwest Corner of Said Northeast Quarter(1/4) of the Southwest (1/4); Thence North 00°04'05" East, 1,312.64 Feet to the Northwest Corner of said Northeast Quarter (1/4) of the Southwest Quarter (1/4); Thence South 89°41'58" West, 651.17 Feet; Thence North 00°24'06" West, 1,253.00 Feet, Along the West Line of the East Half (1/2) of the West Half (1/2) of the Northwest Quarter (1/4) of Said Section 8, to the Point of Beginning, Said Tract of Land Contains 90.54 Acres Including 3.80 Acres of Public Highway Right of Way

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YACOB LITSLER
REGISTRAR
HARRISON COUNTY, IOWA