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LISA SMITH, COUNTY RECORDER  
MADISON IOWA

Preparer: When recorded. Return to: Brett T. Osborn, 974 - 73<sup>rd</sup> Street, Suite 20, Des Moines, IA 50312 (515) 223-6000

✓MCA

**DECLARATION OF  
PROTECTIVE COVENANTS AND USE  
RESTRICTIONS TO  
ALLISON SUBDIVISION, AN OFFICIAL PLAT**

To the Public

Dated this 6 day of March, 2007.

Declaration of Protective Covenants and Use Restrictions for Allison Subdivision, an Official Plat of a parcel of real estate described as follows:

The North Half (1/2) of the Northeast Quarter (1/4) of Section Twenty-eight (28), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5<sup>th</sup> P.M., Madison County, Iowa, **Except** that part of Parcel "A" that lies in the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Twenty-eight (28), containing 5.90 acres, as shown in Plat of Survey filed on January 19, 1993, in Plat Book 2, Page 361 of the records of the Recorder of Madison County, Iowa; **And Except** that part of Parcel "B", located in the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Twenty-eight (28), containing 10.3724 acres, as shown in Plat of Survey filed on April 11, 1996, in Plat Book 2, Page 669, in the Office of the Recorder of Madison County, Iowa;

The Protective Covenants and Use Restrictions in this instrument are to run with the land and shall be binding upon all parties and all persons owning lots in Allison Subdivision or claim under them until (20 years) March 6<sup>th</sup>, 2027.

If the owners of any of the lots or any of them, or their heirs or assigns, shall violate any of the covenants in this instrument, it shall be lawful for any other person owning real property situated in Allison Subdivision to prosecute any proceedings at law or in equity against the

person or persons violating any of the covenants, and either to prevent them from so doing or to recover damages for the violation, or both.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provision, which shall remain in full force and effect.

1. Nuisances. No cattle, swine, poultry, fowl or other farm animal feeding shall be kept on any lot, as defined by the Department of Natural Resources. Additionally, no more than 100 animals of the poultry, swine, or bovine variety shall be kept on any lot. Only open grazing shall be permitted on any lot. No signs or other advertising, except standard real estate "for sale" signs, shall be displayed on any lot unless the size, form, and number of same are first approved in writing by the Subdividers. No refuse pile, unused motor vehicles, or unsightly objects shall be allowed to be placed or to remain anywhere on the premises. In the event that any owner of any property in Allison Subdivision shall fail or refuse to keep the premises free from refuse piles, unused motor vehicles, or other unsightly growths or objects, then the Subdivider may enter upon the lands with adequate notice and remove the same at the expense of the owner and such entry shall not be deemed a trespass. In the event of such a removal a lien shall arise and be created in favor of the Subdivider and against the owner's lot for the full amount chargeable to the lot and that amount shall be due and payable within 30 days after the owner is billed for it.

2. Individual property owners are responsible for maintaining the drainage way and drainage easements on the individual lots.

3. Taxes and government limitations. Any conveyance of property is made subject to taxes and other assessments if any levied or assessed against the property in the year in which it is conveyed and subject to all restrictions and limitations imposed by governmental authority.

4. Remedies for violations-invalidations. For a violation or a breach of any of these Protective Covenants and Use Restrictions by any person claiming by, through, or under the Subdividers, or by virtue of any judicial proceedings, the Subdividers, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Subdividers shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where the violations of these Protective Covenants and Use Restrictions exist and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the Protective Covenants and Use Restrictions shall not bar their enforcement. The invalidation of any one or more of the Protective Covenants and Use Restrictions by any Court or competent jurisdiction in no way shall affect any of the other Protective Covenants and Use Restrictions, but they shall remain in full force and effect.

Should the owner fail, neglect, or refuse to satisfy and discharge any lien arising hereunder within 30 days, the Subdividers, their successors and assigns, shall have the right to interest on the liens at the rate of ten percent (10%) per annum and shall be entitled to receive all

costs of collection, including a reasonable attorney's fee.

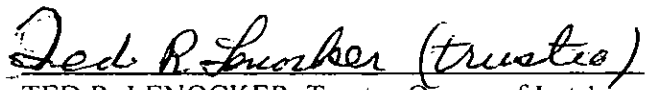
5. Utility easements and lines. Reserved for the purpose of installing and maintaining municipal and public utility facilities, and for such other purposes incidental to the development of the property, are the easements, if any, shown upon the plat of Allison Subdivision, as recorded in the Public Records of Madison County, Iowa. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities or on account of temporary or other inconvenience caused thereby against the Subdividers, or any utility company or municipality, or any of its agents or servants are waived by the owners. The Subdividers further reserve the right to change or discontinue any street, avenue, or way shown on the plan of development not necessary for ingress or egress to and from an owner's premises, subject to the approval of the County of Madison, Iowa, if approval is required.

6. The term Subdivider means Mark Beatty and Ted R. Lenocker as Trustee of the Jackson D. Lenocker Trust and their successors and assigns.

**THE UNDERSIGNED** Owners of Lots 1 through 2, inclusive of Allison Subdivision, an Official Plat of Madison County, Iowa, hereby consent to the Declaration set forth above.

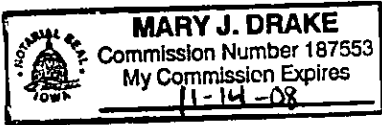
Signed the 6 day of March, 2007.

  
\_\_\_\_\_  
MARK BEATTY, Developer

  
\_\_\_\_\_  
TED R. LENOCKER, Trustee, Owner of Lot 1 and 2  
For Jackson D. Lenocker Trust

State of Iowa            )  
                                  )ss  
County of Madison    )

On this 6 day of March, 2007, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ted R. Lenocker, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that such Trustee of the **Jackson D. Lenocker Trust**, as Trustee (created by a Declaration of Trust dated 12-23-04), executed the same as the voluntary act and deed of such trustee and of such trust.



*Mary J. Drake*  
\_\_\_\_\_  
NOTARY PUBLIC

**POWER OF ATTORNEY**

The undersigned, \_\_\_\_\_, who is the owner of said property as above stated, hereby direct that the Protective Covenants and Use Restrictions to \_\_\_\_\_ be filed of record and hereby appoint the County Recorder of the County wherein said land is situated as the authorized attorney-in-fact to file same.

\_\_\_\_\_

State of Iowa            )  
  )ss  
County of Madison    )

On this 6 day of March, 2007 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Beatty, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



*Mary J. Drake*  
\_\_\_\_\_  
NOTARY PUBLIC