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MADISON COUNTY IOWA

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Prepared By, and When Recorded, Return To:

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**AMENDED AND SUBSTITUTED DECLARATION OF COVENANTS
FOR
COVERED BRIDGE ESTATES**

THIS DECLARATION amends and supersedes the Declaration of Covenants for Covered Bridge Estates made the 22nd day of February, 2005, and recorded in Book 2005, Page 806 of the Madison County Recorder's Office, and all amendments thereto executed and/or recorded prior to the date hereof; and is hereby made this 16th day of May, 2015, by the Officers of the Covered Bridge Estates Homeowner's Association, an association for the benefit of owners of property situated in Madison County, Iowa, more particularly described as:

Lots 1 through 46, inclusive, of Covered Bridge Estates, an Official Plat, in Madison County, Iowa;

All property within the above described real estate shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the Property and be binding upon all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

1. Association - shall mean the Covered Bridge Estates Homeowner's Association, Inc. its successors and assigns.
2. Building Plot - shall mean a tract of property owned by the same titleholder(s) that constitutes one Lot, two or more contiguous Lots, or one Lot and a portion or portions of contiguous Lots, but not just a portion of a single Lot.
3. Common Area - shall mean and refer to all road easements shown on the Plat and the

sign easement area located on Lot 1 described in an Easement Exhibit (plat) recorded on July 22, 2005, in Book 2005, Page 3425 of the Recorder's Office of Madison County, Iowa, and containing a covered bridge, waterfall, sidewalk, flag poles, flags, landscaping, irrigation and other amenities within the easement area.

4. Dam - shall mean the dam located on Lots 33, 34, 35 and 36 that forms the Lake defined below.
5. Fence - shall mean the fence around the perimeter of the Property that separates the Property from adjacent farmland.
6. Hard Surface - shall mean asphalt, concrete or another surface approved in writing by Board of Directors, but not gravel.
7. Lake - shall mean the area covered by the Ponding and Pond Access Easement on Lots 33 through 41, inclusive, as shown on the Final Plat of Covered Bridge Estates.
8. Lake Lots - shall mean those Lots on which the Lake is located.
9. Lot - shall mean and refer to any single platted lot within the Property.
10. Owner - shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Building Plot.

ARTICLE II PROPERTY RIGHTS AND MAINTENANCE OBLIGATIONS

1. **Owners' Easements of Enjoyment.** Every Owner shall have a non-exclusive easement in common with the other Owners to use the Common Area subject to the terms of this Declaration, the Association's Bylaws (the "Bylaws") and the Rules and Regulations adopted pursuant to the Association's Bylaws (the "Rules and Regulations"), which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
 - (a) the right of the Association to dedicate or transfer all or any part of the Common Area to Madison County or any municipality that will maintain the Common Area as a public road; and
 - (b) the right of the Association to designate, establish, grant, dedicate, install, and/or maintain improvements, grading, utilities and easements within the Common Area.
 - (c) Every Owner of a Lake Lot shall have a non-exclusive easement in common with the other Owners of Lake Lots to use the Lake, which easement shall be appurtenant to and shall pass with the title to every Lake Lot. Owners of Lots that are not Lake Lots will not have any rights to use the Lake. No one shall have

access to the Lake across any access easement shown on Lot 40 or Lot 41.

- (d) The Owners of Lots 13 through 16, inclusive, may only have a private driveway with access to 176th Court, and shall not have access to 175th Court.
 - (e) The Owners of Lots 40 and 42 shall have the right to connect their driveways to the driveway on Lot 41 (the "Private Lane") for ingress and egress to and from Millstream Court and are hereby granted an access easement for that purpose. If either such Owner connects the Owner's driveway to the Private Lane, then such Owner shall share in the costs of maintaining that portion of the Private Lane between Millstream Court and the point the Owner's driveway intersects the Private Lane. The Owner of each Lot using a particular portion of the Private Lane will share such maintenance costs equally."
2. **Common Area.** The Association will insure, maintain, repair, improve and replace the roads on the Common Area and all items contained in the Sign Easement area as the Association's Board of Directors deems necessary or appropriate. The Association will pay all utility bills associated with such items of the sign easement area. The Association will hold harmless, indemnify and defend the owners of Lot I, their successors and assigns, from any and all legal action brought against such owners as a result of injury or damage that occurs within the Sign Easement. The exclusive remedy of such injured parties will be against the Association and its insurer.
 3. **Lake and Dam Maintenance.** The Association will have no obligation to maintain the Lake or Dam area or any liability insurance on behalf of the Owners of the Lake Lots. Owners of Lake Lots will insure, maintain, repair and improve the Dam. Each Owner of a Lake Lot will be responsible for obtaining any liability insurance that such Owner deems necessary or appropriate to cover such Owner's liability with respect to accidents occurring in, on or around the portion of the Lake on such Owner's property.
 4. **Fence Maintenance.** Each Owner of a Lot containing a portion of the Fence shall, at such Owner's expense, repair and maintain the portion of the Fence located on such Owner's Lot in good condition.
 5. **Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws and Rules and Regulations of the Association, the right to enjoy the Common Area to the Owner's, family members, invitees, licensees, contractors, and agents.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.
2. The Association shall have one class of members consisting of all Lot Owners. Members shall be entitled to one vote for each Building Plot owned. When more than one person

holds an interest in any Building Plot, all such persons shall be members. The vote for such Building Plot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Building Plot.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

1. **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) general assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The general and special assessments shall be a charge on the Lots and shall be a continuing lien upon the Lots against which each such assessment is made. All assessments shall also be the personal obligation of the person who was the Owner of each such Lot at the time when the assessment fell due and the lien attached. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them, but the liens shall run with the land. General assessments shall be made annually as provided in the Bylaws and shall be collected on a semi-annual basis.
2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the operation of the Association and for insuring, maintaining, repairing, improving and replacing the Common Area.
3. **General Assessment.** From and after January 1, 2006, the general assessment may be adjusted each year or otherwise by the Association's Board of Directors as provided in the Bylaws.
4. **Special Assessments for Capital Improvements.** In addition to the general assessments authorized above, the Association's Board of Directors 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 Common Area, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Association's members who are voting in person or by proxy at a meeting duly called for that purpose.
5. **Notice and Quorum for Any Action Authorized Under Section 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 4 above shall be sent to all members of the Association not less than 10 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to a notice sent to all members not less than 5 days nor more than 15 days in advance, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. **Uniform Rate of Assessment.** Both general and special assessments must be fixed at a uniform rate for all Lots.
7. **Date of Commencement of General Assessments:** Due Dates. The general assessments provided for herein shall commence on the date the next semi-annual payment is due following the conveyance of a lot to a new owner. Any proration of prepaid dues shall be between the Seller and Buyer. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Further, the Association's Board of Directors shall fix the amount of the general and special assessments against each Lot at least thirty (30) days in advance of their effective date. Written notice of the general assessment shall be sent to every Owner subject thereto.
8. **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 twenty-four percent (24%) per annum or the highest annual rate allowed by law, whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both, and shall be entitled to recover all costs of enforcement or collection, including, without limitation, reasonable attorneys' fees. All interest and costs of enforcement or collection, including, without limitation, attorneys' fees, shall also be a lien upon the Lot against which the delinquent assessment was made. 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 Lot.
9. **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 Lot shall not affect the assessment lien. However, the sale or transfer of possession of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V - CONSTRUCTION CONTROL

1. No building or structure shall be constructed, altered, or maintained on any Building Plot other than one single-family dwelling and one out-building. Any out-building constructed prior to this Declaration is considered to be grandfathered in.
2. All building plans for any structure shall be approved by the Association's Board of Directors. Before commencing construction of any structure, the Owner shall schedule a meeting with the Board of Directors to review the plans. Said plans must comply with the building requirements of this Declaration. The Owner will be notified in writing

whether the plans are approved within seven (7) days after the meeting. All construction of improvements shall be completed within one (1) year after the plans are approved.

3. No manufactured homes as defined in the Code of Iowa shall be placed on or erected on any Lot.
4. No building shall be erected on any Building Plot nearer than the building setback lines as shown on the recorded Plat.
5. No single-family dwelling shall be constructed, altered or maintained on any Building Plot unless it has a Hard Surface driveway running from a public street to the dwelling, which must be at least ten (10) feet in width and have sufficient area to park at least two cars entirely off the street right-of-way. All single-family dwellings shall have, at a minimum, an attached two-car garage. No out-building shall be constructed before the single-family dwelling is completed. No out-building shall have a separate driveway running from a public street to the out-building.
6. Any dog run, trash receptacle, or outside structure of like nature shall be properly screened by reasonable shrubbery or decorative fence or both.
7. All front elevations of single-family dwellings shall have at least 25% stone or brick. All exterior materials shall be stone, cement board, natural wood (cedar, cypress, redwood, etc.), EIFS, stucco, or vinyl, unless otherwise approved by the Association's Board of Directors.
8. No dwelling shall be constructed or permitted to remain upon any Building Plot, unless it meets the following floor area requirements:
 - (a) One-story dwelling must have a ground floor finished area of not less than 1600 square feet.
 - (b) One and one-half story dwellings must have not less than 1200 square feet of finished area on the ground floor and a total on the ground floor and second floor of not less than 1800 square feet of finished area.
 - (c) Two-story dwellings must have not less than 1100 square feet of finished area on the ground floor and a total on the ground floor and second floor of not less than 2000 square feet of finished area.
 - (d) Split level dwellings must have not less than 1600 square feet finished area directly under the roof and a total finished area of 2100 square feet.
 - (e) In the computation of floor area, the same shall not include porches, breezeways or garages.
9. No building will be constructed on any parcel smaller than a Lot.

10. No above ground or non-permanent swimming pools shall be permitted on any Lot.
11. Roofing materials shall be slate, tile, color shingles, cedar shakes, standing seam copper, or heavy weight shingles, unless otherwise approved by the Association's Board of Directors. Asphalt shingles shall have an expected lifespan of at least thirty (30) years. Shingles shall be of a style and construction so as to create shadow and texture similar to shakes or slate.
12. All LP tanks shall be buried.
13. All building plots that have finished single-family dwellings shall be required to install at least one (1) light post at the entrance of the drive-way. Said light posts shall be built in the same style as the light posts originally built at Covered Bridge Estates. The stone or brick shall be the same as used for the dwelling. The mounted light fixture shall be the choice of the owner. The Owner shall maintain, repair and replace the light post as necessary.
14. No more than twelve (12) inches of poured foundation wall shall be exposed on any building, and any such exposed material shall be painted or covered with stone.
15. No boat, recreational vehicle, trailer or other vehicle other than automobiles shall be stored or parked in any driveway or road. The Association may, by regulation or rule, limit or prohibit the parking of automobiles on any driveway or road.
16. No television or radio antennae or satellite dish in excess of one meter in diameter shall be placed on any Lot or on the roof of any building in such a manner as to be visible from the exterior of the building or any road.

**ARTICLE VI
TEMPORARY STRUCTURE OR EQUIPMENT**

No building or structure of a temporary character, and no trailer, basement, shack, garage, or outbuilding shall be used at any time as a residential dwelling on any Building Plot, either temporarily or permanently.

**ARTICLE VII
TRASH RECEPTACLES**

No trash receptacles or garbage cans shall be permitted to be placed on a Building Plot unless hidden by an attractive screen of suitable height. Trash in proper containers and/or bags is allowed on the curb on pick-up day and one day before.

**ARTICLE VIII
NUISANCES/FIREARMS**

No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an unreasonable annoyance or nuisance, either temporarily or permanently. No one shall intentionally discharge any firearm on the Property other than law enforcement officials in the course of their duties.

**ARTICLE IX
LIVESTOCK AND POULTRY**

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other common household pets may be kept, so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than three dogs or cats, collectively, be maintained on any one Building Plot at any one time. Dogs must be tied or fenced, kept inside or in a dog run, or kept on a leash.

ARTICLE X EASEMENTS

Certain perpetual easements are reserved as shown on the recorded Plat. The owner or occupant of a Lot shall, at the owner's expense, keep and preserve that portion of the easement within the owner's property (other than common areas which are maintained by the Association) in good repair and condition at all times, and shall neither erect nor permit erection of any building structure or fences of any kind within the easement which might interfere in any way with the use of such easement. Among other easements shown on the recorded Plat, there shall be the following easements:

- (a) A ten (10) foot wide easement around the circumference of the Lake and immediately adjacent to the Lake over and across the Lake Lots for the purpose of ingress and egress in favor of the Owners of the Lake Lots.
- (b) An easement under, over and across Lots 33, 34, 35 and 36 for the construction, repair, maintenance, replacement and use of the Dam in favor of the Owners of the Lake Lots.

**ARTICLE XI
WEED CONTROL**

The Owner or person in possession of each Lot, whether vacant or improved, shall keep the same free of debris and shall keep the same mowed, and failing this, agrees that after written notice, given by certified mail from the Association, the weeds shall be cut, the lawn mowed and such debris shall be removed within fifteen (15) days, failing which the Association may enter upon the property to cut weeds, mow, or cause such debris to be removed, and shall have a lien and cause of action against the Owner of such Lot for collection of the reasonable cost thereof.

**ARTICLE XII
MAINTENANCE OF COMMON AREA**

The Association shall maintain the Common Area in compliance with the ordinances of Madison County. This obligation runs to the benefit of the Owners and to Madison County and may be

enforced by any Owner or Madison County.

ARTICLE XIII ASSOCIATION BYLAWS

The Bylaws of the Association, as from time-to-time amended, shall be considered a part of this Declaration of Covenants. In the event of a conflict between this Declaration and the Bylaws, this Declaration shall be controlling.

ARTICLE XIV ENFORCEMENT

If any party shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, it shall be lawful for the Association or any Owner(s) owning any Lot(s) in the Property to seek any remedy available at law or in equity. The prevailing party in any such litigation will be entitled to recover reasonable costs, attorney fees, and consequential damages.

ARTICLE XV MODIFICATION OF RESTRICTIONS

These covenants, restrictions and provisions are to run with the land and shall be binding upon all parties and all persons claiming under them. Upon the recording of this Amended and Substituted Declaration of Covenants, the covenants may be amended by the Homeowner's Association by the following procedures.

- (a) The Association shall provide the specific proposed amendment(s) language in writing to the Association members with notification of a special Association meeting or the Annual Association meeting, at which the proposed amendment(s) will be voted upon.
- (b) The meeting notification with the proposed amendment(s) language shall be provided to the Association members at least (20) days prior to the date of the meeting. An agenda of that meeting must accompany the meeting notification.
- (c) The Association Members shall vote to approve or disapprove the proposed amendment(s).
- (d) Sixty Percent (60%) approval of the Lot Owners is required to approve a proposed amendment to the Declaration of Covenants for Covered Bridge Estates.
- (e) A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Madison County, Iowa.

ARTICLE XVI SEVERABILITY

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

AMENDMENT CERTIFICATION

The undersigned Officers and Members of the Board of Directors of Covered Bridge Estates Homeowner's Association hereby certify all amendments have been made with the consent and approval of at least 90% of the members of Covered Bridge Estates Homeowner's Association by written ballots, have been duly adopted, and shall be effective when recorded in the Public Records of Madison County, Iowa.

Sworn this 16 day of May, 2015.

Kevin Johnson
Kevin Johnson, President and Director

Barry D Snover
Barry Snover, Vice President and Director

Ruby O'Brien
Ruby O'Brien, Acting Secretary/Treasurer
and Director

STATE OF IOWA, COUNTY OF Madison) SS:

Acknowledged, sworn to and subscribed before me on the 16 day of May, 2015, by Kevin Johnson, as President and Director; Barry Snover as Vice President and Director; and Ruby O'Brien as Acting Secretary/Treasurer and Director of Covered Bridge Estates Homeowners' Association.

Jessika McBroom
Notary Public

