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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

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**DECLARATION OF ASSOCIATION  
OF THE COPPER FOX ESTATES SUBDIVISION  
IN MADISON COUNTY, IOWA**

**Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)

Jane E. Rosien, 114 E. Jefferson Street, P.O. Box 67, Winterset, IA 50273-0067  
(515) 462-4912

**Taxpayer Information:** (name and complete address)

Copper Fox Homeowners Association, 1899 Nature Court, Winterset, IA 50273

**Return Document To:** (name and complete address)

Jane E. Rosien, 114 E. Jefferson Street, P.O. Box 67, Winterset, IA 50273-0067

**Grantors:**

**Grantees:**

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:** N/A

2005 - 141

**DECLARATION OF ASSOCIATION  
OF THE COPPER FOX ESTATES SUBDIVISION  
IN MADISON COUNTY, IOWA**

The undersigned are the Lot Owners, except for the Lot Owners of Lots One (1), Two (2), Four (4) and Five (5) thereof, of the Copper Fox Estates Subdivision in Madison County, Iowa (hereafter the Subdivision), which subdivision is legally described as:

**The Copper Fox Estates Subdivision located in the East Half (½) of the Southeast Quarter (1/4) of Section Seventeen (17), in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa.**

The undersigned Lot Owners hereafter in this Agreement shall be described as the "Declarants".

The Declarants acknowledge the Restrictive Covenants for Copper Fox Estates Subdivision in Madison County, Iowa filed as part of the Subdivision proceedings on January 12, 2005 in Book 2005 commencing at Page 141 in the Office of the Recorder of Madison County, Iowa (hereafter the Covenants), a copy of which Covenants are attached to this Agreement as Exhibit "A" and incorporated herein by this reference.

The Declarants acknowledge common interests and responsibilities within the Subdivision, primarily related to the repair, maintenance and replacement of the private road right-of-way and to waste management within the Subdivision.

The Declarants mutually desire to make and enter into this Agreement in order to declare these common interests and responsibilities; to establish a governing council for the Subdivision (hereafter the Council) to administer these responsibilities; and, to otherwise formalize the conduct of the common affairs of the Subdivision.

IT IS THEREFORE AGREED among the undersigned parties as follows:

**ARTICLE I. NAME.**

The undersigned do hereby declare and establish an unincorporated entity to be known as the Copper Fox Estates Subdivision Association (hereafter the Association).

**ARTICLE II. DEFINITIONS.**

Section 1. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, except that a vendee in possession under a recorded contract of sale of any Lot shall be considered the Owner instead of the contract seller. Those having an interest merely as security for the performance of an obligation shall not be considered an Owner.

Section 2. "Common Area" or "Common Elements" shall mean the portion of the Lot which is shown on the survey plat to the Subdivision as the private road right-of-way within the Subdivision.

Section 3. "Lot" shall mean and refer to the numbered Lots as shown upon any recorded subdivision plat or survey parcel within the Subdivision.

Section 4. "Common Area Responsibility" shall be the Common Area, to the extent serving a purpose benefitting other Lots, to include the repair, maintenance or replacement of the private road right-of-way within the Subdivision; the handling and disposal of residential garbage and waste from within the Subdivision; and, the common insurable interests of the Lot Owners for the private road right-of-way. The Common Area Responsibility does not include (a) driveways even though located with the private drive easement area; or, (b) the partition fences constructed or installed by the Lot Owners unless such fence is installed by the Association.

### **ARTICLE III. PROPERTY RIGHTS AND MAINTENANCE.**

Section 1. Owners' Rights of Enjoyment. Each Lot Owner shall have the right to use the common area being used for private road right-of-way in common with all other Lot Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Lot by such Lot Owner(s). Such right to use the common area shall extend to not only each Lot Owner, but also to their agents, servants, family members, customers, invitees and licensees. However, such rights to use the common elements shall be subject to and governed by this Declaration and the Rules and Regulations of the Association. All income derived by the Association from all sources shall be held and used for the benefit of the Members of the Association pursuant to the Rules and Regulations of the Association as the Council may adopt or prescribe.

Section 2. Common Area Responsibility. The Association and its designates may enter upon or within the portion of the Lots being used as private road right-of-way at reasonable times for the following purposes:

- a. Installation, repair, maintenance, removal, replacement or inspection of the road right-of-way including its drainage or to have garbage or rubbish or waste removed.
- b. Enforcement of any provision of this Declaration.

Section 3. Maintenance. The Association shall be responsible for maintenance of the Common Area and the Association improvements thereon. Each Lot Owner shall be responsible for maintenance of their Lot and all structures, improvements and equipment thereon, except for the Common Area Responsibility.

- a. Landscaping. Landscaping shall be installed by the respective Lot Owner, not the Association. However, the respective Owners may agree to have any landscaping installed and maintained by the Association. As to Association installed and/or maintained landscaping, the following shall apply: No landscaping elements shall be removed unless diseased or substantially damaged by wind, lightning or other natural forces. All diseased or substantially damaged landscaping elements, plantings or materials shall be promptly replaced with reasonably comparable items, unless the Association decides to change the landscaping. The Association shall have the power to change landscaping elements from what is originally installed.
- b. Maintenance of Improvements. All fences, walls and other improvements owned by the Association shall be maintained, repaired and replaced by the Association.
- c. No Nuisance. The Association shall not allow any of the improvements or any fences owned by the Association to become a nuisance through lack of repair, maintenance or replacement.

Section 4. Common Expenses. Each Lot shall have an undivided one-nineteenth (1/19) interest in the common expenses of the Association.

#### **ARTICLE IV. MANAGEMENT, ADMINISTRATION AND VOTING RIGHTS.**

Section 1. The management and administration of the Common Areas within the Subdivision shall be governed and managed by the Association. The Association shall have as its Members the Lot Owners. The Lot Owners acting as Association Members at a duly constituted meeting of the Association shall have the sole responsibility to make and declare policy governing the Common Areas within the Subdivision. Whenever a vote or other action of the Lot Owners as the Association Members is required the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association. The action of the Association at a Membership Meeting shall constitute the action of the Lot Owners whenever such action is permitted or required by this Declaration. The Association Membership at a duly constituted meeting shall have the authority to adopt and amend reasonable Rules and Regulations governing the use of the common areas and such Rules shall be observed and obeyed by the Owners, their guests, and licensees. Such Rules after being properly adopted shall have the same force and effect as if contained in this Declaration.

Section 2. Every Owner of a Lot 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 Lot which is subject to assessment.

Section 3. All Owners shall be entitled to one vote in the Association for each Lot. When more than one person holds an interest in any Lot, all such persons shall be Members. This vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Each vote shall be 1/19th of the total votes with one vote for each Lot shown on the record Plat of Survey.

Section 4. The annual meetings of the Members shall be held once a year, every year commencing in calendar year 2019 for the purpose of electing the Council and transacting any other appropriate business. The annual meetings may be called by the President, or the Vice President, or by the Council, and must be called by the President upon receipt of written requests from a majority of the Members.

Section 5. Special Membership meetings may be called at any time by the President, or the Vice President, or by the Council, and must be called by the President upon receipt of written requests from a majority of the Members.

Section 6. Notice of all meetings of the Members stating the time and place and the objects for which the meeting is called shall be given by the Secretary. The Secretary shall send to each Member notice of the time, place and tentative agenda of the meeting. The notice shall be sent by United States mail or by email to all Members of record at the address of their respective Lots and to other addresses any of them may have designated to the Secretary.

Section 7. Only Members shown on the Roll as of the date of meeting shall be entitled to attend and vote, except that the mortgagees of any Lot may attend and participate in any general or special meetings but shall have no vote unless granted by written proxy. A quorum at meetings of the Members shall consist of a majority of the voting power of the Association. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. In the event there is a dispute among such Lot Owners about casting any vote for the Lot, the matter shall be referred to the Council who shall decide by whom the vote is to be cast and such decision will be final.

Section 8. Any Membership meeting may be adjourned to another time and place without further notice.

Section 9. Votes may be cast in person or by written proxy. Proxies must be filed with the Secretary before the appointed time of the meeting and shall be valid until revoked in writing. If any meeting cannot be organized for lack of a quorum, the meeting shall be adjourned from time to time until a quorum is present. When a quorum is present at any meeting, any question brought before the meeting shall be decided by a majority of the voting power present in person or by proxy unless the question is one where a different vote is required by express provision of law or this Declaration. At the beginning of each meeting, the Secretary shall tender and certify the Roll showing a list of all the Members entitled to vote at such meeting and the name of the person entitled to cast each such Member's vote by virtue of a certificate or proxy then in effect. There shall be no cumulative voting.

Section 10. The order of business at the annual meetings of the Members and as far is practical at all other meetings of Members shall be:

- a. Election of chairperson of the meeting if there is no Association President or Vice President.
- b. Calling of the roll and certifying of proxies.
- c. Proof of notice of meeting or waiver of notice.
- d. Reading and disposal of any unapproved minutes.
- e. Reports of Officers.
- f. Reports of committees.
- g. Election of Directors.
- h. Unfinished business.
- i. New business.
- j. Adjournment.

Section 11. Conduct of each meeting shall be governed by Robert's Rules of Order, Revised.

#### **ARTICLE V. GOVERNING COUNCIL.**

Section 1. The Association shall be managed by a Council consisting of four offices, to wit: a President, Vice-President, Secretary and Treasurer. One person may hold more than one office. The term of office of the Officers shall be for one (1) year commencing with calendar year 2019 and shall thereafter be elected annually at the Membership annual meeting.

Section 2. Officers shall hold office until their respective successors have been elected.

Section 3. Nominations for each available offices shall be taken before voting. Only one vote shall be taken for each office and those nominees receiving the most number of votes shall be elected so as to fill the respective office.

Section 4. An Officer may be removed by a sixty percent (60%) vote of the Members of the Association at a special meeting noticed for that purpose. The vacancy so created shall be filled by the persons entitled to vote at the same meeting.

Section 5. Regular meetings of the Council may be held at such time and place as shall be determined from time to time by a majority of the Officers. Written notice of regular meetings shall be given to each Officer personally, by mail or by email, at least seven (7) days prior to the date established for such meeting unless such notice is waived in writing.

Section 6. Special meetings of the Council may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than seven (7) days written notice of any special meeting shall be given personally, by mail or by email, which notice shall state the time, place and purpose of the meeting.

Section 7. Any Officer may in writing waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. An Officer's attendance at any meeting shall be deemed a waiver of the notice of the meeting for all purposes.

Section 8. A quorum at an Officer's meeting shall consist of a majority in number of the offices of the Council. The acts of the Council approved by a majority at a meeting at which a quorum is present shall constitute the acts of the Council. If during any meeting of the Council there should be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. A quorum must be present at any time business is being transacted. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 9. The presiding Officer of a meeting of the Directors shall be the President, and in his or her absence the Vice President. In the absence of the President and Vice President, the majority in number of the Directors may designate one of their number to preside.

Section 10. Officers shall receive no compensation for their services; provided, however, they are entitled to reimbursement for expenses which are authorized by the Membership.

Section 11. Any action that could be taken at a meeting of the Council may be taken without a meeting when authorized in writing by all of the Officers.

#### **ARTICLE VI. POWERS AND DUTIES OF THE COUNCIL.**

Section 1. The Council shall have those powers and authority as granted by the Association Membership. Such powers shall include, but shall not be limited to, the following:

- a. To prepare and render to the Members, on or before the annual meeting each year beginning with the year 2019, a proposed budget for the calendar year beginning the following January 1st, showing anticipated income and operating expenses, including reasonable reserves. A copy of such proposed budget shall be given to each Lot Owner not later than November 1st.
- b. To submit at each annual meeting of the Members a statement of the business transacted during the preceding year, a report of the general financial condition of the Association and its tangible property. This statement and report may be incorporated in an Annual Report, which the Council shall also prepare and provide to the Members. The Annual Report shall contain, at a minimum, the following:
  - i. A statement of any capital expenditures in excess of 2% of the current budget or \$1,000.00, whichever is the greater, anticipated by the Association during the current year or succeeding two budget years;

- ii. A statement of the status and amount of any reserve or replacement fund and any portion of the fund designated for any specified project by the Council;
  - iii. A copy of the statement of financial condition for the Association for the last fiscal year;
  - iv. A statement of the status of any pending suits or judgments in which the Association is a party;
  - v. A statement of the insurance coverage provided by the Association; and,
  - vi. A statement of any unpaid assessments by the Association on individual Lots, identifying the Lot number and the amount of the unpaid assessment.
- c. To make and collect assessments to pay common expenses.
  - d. To use the proceeds of assessments in the exercise of its duties.
  - e. To maintain, repair, and replace the common areas as directed by the Resolutions of the Association Membership.
  - f. To enforce by legal means the provisions of this Agreement and the Rules and Regulations of the Association for the use of the Property.
  - g. To purchase such policies of insurance as required by the Association Membership.
  - h. To pay common expenses.
  - i. To implement the provisions contained in this Agreement.

## **ARTICLE VII. OFFICERS.**

Section 1. The Officers of this Association shall be a Member of the Association.

Section 2. The President shall be the Chief Executive Officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of the President of a corporation, including, but not limited to, the duty to preside at all Council and Members meetings, and the general supervision over other Officers and the affairs of the Association. Two Officers, at least one of whom shall be the President or Vice President, shall



execute all contracts, agreements and obligations of the Association except as such authority may be otherwise delegated by Resolution of the Membership.

Section 3. The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties and shall be prescribed by the Members.

Section 4. The Secretary shall keep the minutes of all proceedings of the Association Members. The Secretary shall attend to the giving and serving of all notices to the Members and Council and other notices required by law or this Agreement. The Association shall have no seal. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary and as may be required by the Resolution of the Membership.

Section 5. The Treasurer shall have custody of all intangible property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall (a) keep the assessment rolls and accounts of the Members; (b) keep the books of the Association in accordance with good accounting practices and shall submit them together with all the vouchers, receipts, records and other papers to the Council for their examination and approval as often as they may require; and, (c) deposit all monies and other valuable effects in the name of or to the credit of the Association in such depositories as may be designated by the Resolution of the Membership and shall disburse the funds of the Association as ordered by the Council and shall perform all other duties incident to the office of the Treasurer.

#### **ARTICLE VIII. FISCAL MANAGEMENT.**

Section 1. All funds and the titles of all properties acquired by the Association, and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring the same, shall be held for the benefit of the Members for the purposes stated in this Agreement.

Section 2. The books, accounts and records of the Association shall be open to inspection by any Officer at all times. Members of the Association shall have the right to inspect the books, accounts and records of the Association during reasonable business hours.

Section 3. Payment vouchers shall be approved by the Officer or Officers designated by the Resolution of the Membership.

#### **ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS.**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Lot Owners, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by executing this Agreement accepts, covenants and agrees to pay to the Association: (a) annual

assessments or charges; and, (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with 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. The personal obligation for delinquent assessments shall not pass to their 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 in the Subdivision; to allow for effective waste management within the Subdivision; and, for the improvements and maintenance of the Common Area as defined herein.

Section 3. Annual Association Assessment. (a) For the annual period commencing January 1, 2019, the annual assessment is the sum of Four Hundred Dollars (\$400.00). (b) In subsequent calendar years, the Members at an annual or special Association Membership Meeting shall fix the annual assessment. (c) A Lot shall not be subject to the annual assessment until the first day of the month following the month following the date of occupancy thereof as a residence.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association Membership 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, or for any Common Element Responsibility, including fixtures and personal property related thereto, 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. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members entitled to vote not less than 10 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of at least one-half (1/2) Members entitled to vote or of proxies entitled to cast the votes shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Annual assessments, special assessments for maintenance and/or capital improvements, and insurance assessments for the Common Areas must be fixed at a uniform rate for all Lots and may be collected on a monthly or annual basis as determined by the Membership.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The Membership shall fix the amount of the annual assessment against each Lot 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 Membership. 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 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.

**Section 8. Insurance and Insurance Assessment.** In addition to the annual assessments and the special assessments for capital improvements and/or maintenance, the Association may levy assessments for insurance purchased by the Association. The Association may obtain liability and casualty insurance for the Common Area Responsibility. In the event of casualty loss, the Association shall be responsible for repair and restoration of the Common Area for which insurance coverage applies and the Owner shall be responsible for repair and restoration of all other portions of the buildings and improvements upon their Lot.

**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 (12) percent 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 for nonuse of the Common Area or abandonment or non use of their Lot.

**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 Lot shall not affect the assessment lien. However, the sale or transfer 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.

**Section 11. Utilities.** Each Owner shall be responsible for payment of all utility services to their Lot, including but not limited to, electricity, water, gas, telephone, sewer services, and cable television services.

**Section 12.** All Owners using a garbage collection service will use a service selected by the Association.

**Section 13. Limitation of Association Liability.** The Association shall not be liable for any failure of water, hot water, heat or other service to any Lot or for injury or damage to property caused by or on the common areas or by another Owner or person in the Subdivision, or resulting from electricity, water, rain, air, dust, dirt or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances or equipment or from any other place. No diminution or abatement of common expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making or repairs or improvements to the common area or from any action taken to comply with any law, ordinance or orders of a governmental authority.

**ARTICLE X. 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 the terms of this Agreement by judgment or court order shall not effect any other provisions which shall remain in full force and effect.

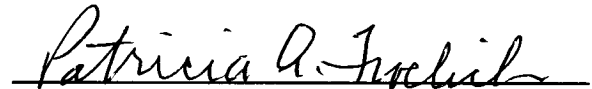
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners at a duly constituted meeting of the Association Members. Such instrument shall affirm that such amendment or termination has been approved by the Association.

Section 4. Governing law. This Agreement shall be governed by the laws of the State of Iowa. However, this Agreement is not subject to Iowa Code Chapter 499B known as the Horizontal Property Act.


Section 5. Recitals. The Recitals are part of this Agreement and shall be construed accordingly.

Dated this 30 day of May, 2019.

  
Keith A. Froelich, Lot Owner


  
Patricia A. Froelich, Lot Owner

  
Daniel Baer, Lot Owner


  
Jacqueline Baer, Lot Owner

  
Marc A. Ridout, Lot Owner

  
Ashley Ridout, Lot Owner

  
Thomas Rouleau, Lot Owner


  
Frankie Rouleau, Lot Owner

  
Stephen M. Devos, Lot Owner

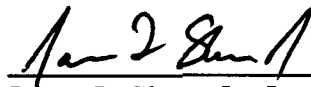
  
Amanda K. Devos, Lot Owner

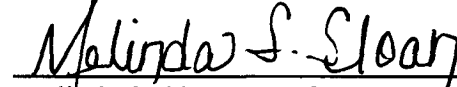
  
Brett West, Lot Owner

  
Melissa West, Lot Owner


  
Michael E. Bauer, Lot Owner

  
Malissa K. Bauer, Lot Owner

  
James L. Sloan, Jr., Lot Owner

  
Melinda S. Sloan, Lot Owner

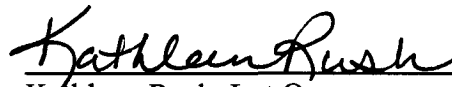
  
Ryan Swalve, Lot Owner

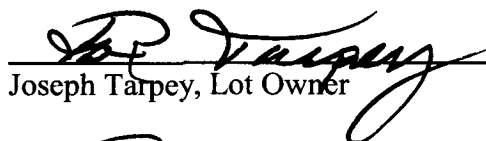
  
Kristin Swalve, Lot Owner

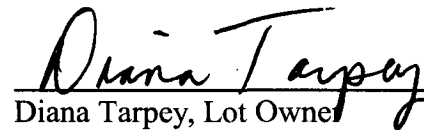
  
Caleb D. Walton, Lot Owner

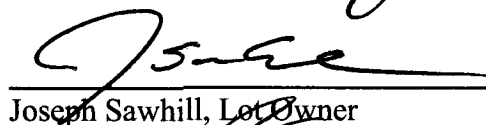
  
Sara J. Walton, Lot Owner

  
Charles Rush, Lot Owner

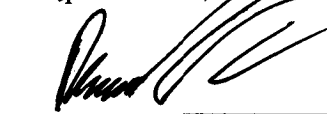
  
Kathleen Rush, Lot Owner

  
Joseph Tarpey, Lot Owner

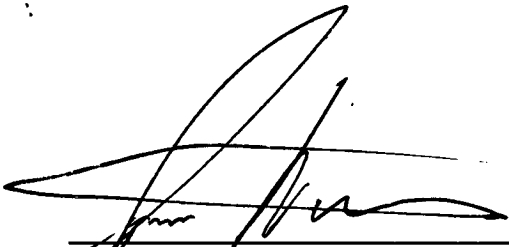
  
Diana Tarpey, Lot Owner

  
Joseph Sawhill, Lot Owner

  
Bobbi Sawhill, Lot Owner

  
Brandon Brimm, Lot Owner

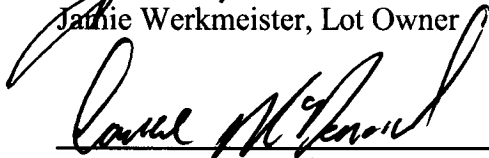
  
Laura Brimm, Lot Owner



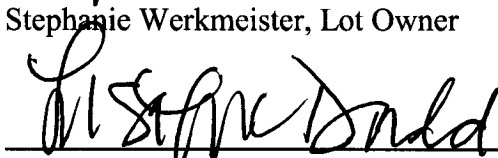
Jamie Werkmeister, Lot Owner



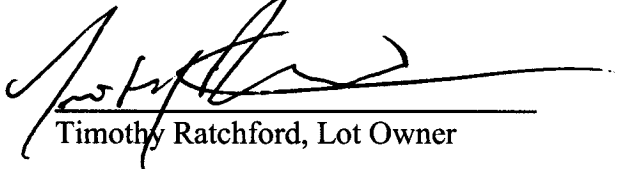
Stephanie Werkmeister, Lot Owner



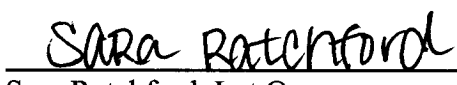
Lance B. McDonald, Lot Owner



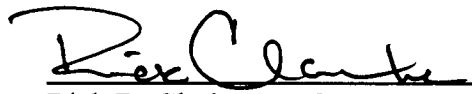
Lisa A. McDonald, Lot Owner



Timothy Ratchford, Lot Owner



Sara Ratchford, Lot Owner



Rick D. Clarke, Lot Owner

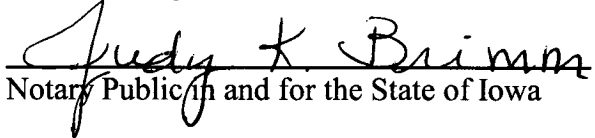


Charity A. Clarke, Lot Owner

STATE OF IOWA )  
 ) ss  
MADISON COUNTY )

This instrument was acknowledged before me on May 8, 2019 by Keith A. Froelich and Patricia A. Froelich.

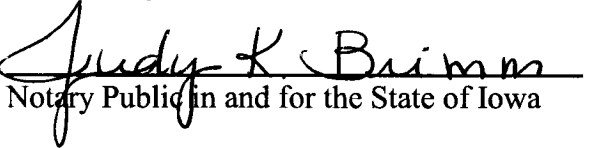


  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
 ) ss  
MADISON COUNTY )

This instrument was acknowledged before me on May 20, 2019 by Daniel Baer and Jacqueline Baer.



  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
 ) ss  
MADISON COUNTY )

This instrument was acknowledged before me on May 8, 2019 by Marc A. Ridout and Ashley Ridout.



Judy K. Brimm  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
 ) ss  
MADISON COUNTY )

This instrument was acknowledged before me on May 8, 2019 by Thomas Rouleau and Frankie Rouleau.



Judy K. Brimm  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
 ) ss  
MADISON COUNTY )

This instrument was acknowledged before me on May 8, 2019 by Stephen M. Devos and Amanda K. Devos.



Judy K. Brimm  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
 ) ss  
MADISON COUNTY )

This instrument was acknowledged before me on May 8, 2019 by Brett West and Melissa West.



Judy K. Brimm  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
 ) ss  
MADISON COUNTY )

This instrument was acknowledged before me on May 30, 2019 by Michael E. Bauer and Malissa K. Bauer.

Barbara T. Bitz  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
 ) ss  
MADISON COUNTY )



This instrument was acknowledged before me on May 8, 2019 by James L. Sloan, Jr. and Melinda S. Sloan.



Judy K. Brimm  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
 ) ss  
MADISON COUNTY )

This instrument was acknowledged before me on May 8, 2019 by Ryan Swalve and Kristin Swalve.



Judy K. Brimm  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
 ) ss  
MADISON COUNTY )

This instrument was acknowledged before me on May 8, 2019 by Caleb D. Walton and Sara J. Walton.



Judy K. Brimm  
Notary Public in and for the State of Iowa



STATE OF IOWA )  
 ) ss  
MADISON COUNTY )

This instrument was acknowledged before me on May 8, 2019 by Charles Rush and Kathleen Rush.



Judy K Brimm  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
 ) ss  
MADISON COUNTY )

This instrument was acknowledged before me on May 8, 2019 by Joseph Tarpey and Diana Tarpey.



Judy K Brimm  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
 ) ss  
MADISON COUNTY )

This instrument was acknowledged before me on May 8, 2019 by Joseph Sawhill and Bobbi Sawhill.

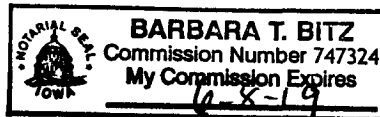


Judy K Brimm  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
 ) ss  
MADISON COUNTY )

This instrument was acknowledged before me on May 30, 2019 by Brandon Brimm and Laura Brimm.

Barbara T Bitz  
Notary Public in and for the State of Iowa



STATE OF IOWA )  
 ) ss  
MADISON COUNTY )

This instrument was acknowledged before me on May 8, 2019 by Jamie Werkmeister and Stephanie Werkmeister.



Judy K Brimm  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
 ) ss  
MADISON COUNTY )

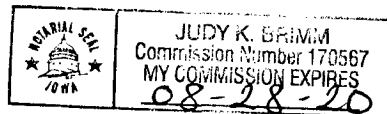
This instrument was acknowledged before me on May 8, 2019 by Lance B. McDonald and Lisa A. McDonald.



Judy K Brimm  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
 ) ss  
MADISON COUNTY )

This instrument was acknowledged before me on May 8, 2019 by Timothy Ratchford and Sara Ratchford.



Judy K Brimm  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
 ) ss  
MADISON COUNTY )

This instrument was acknowledged before me on May 8, 2019 by Rick D. Clarke and Charity A. Clarke.



Judy K Brimm  
Notary Public in and for the State of Iowa

**RESTRICTIVE COVENANTS  
FOR  
COPPER FOX ESTATES SUBDIVISION  
IN MADISON COUNTY, IOWA**

We, Randy Jordan and Radena Jordan, husband and wife, are now the fee simple owner and record titleholder of the following-described real estate:

**The East Half (1/2) of the Southeast Quarter (1/4) of Section Seventeen (17), in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa,**

The undersigned owner does hereby impose and subject this real estate to certain regulations, covenants, restrictions and easements as to the use and occupancy thereof, as follows:

1. All subdivision lots (hereafter referred also as parcels) shall be used only for single-family residential purposes. The residential dwelling structure shall be at least one thousand seven hundred (1700) square feet in area on the main level or at least one thousand two hundred (1200) square feet in area on the main floor of a multi-level dwelling. Each residence shall have an attached garage with sufficient square footage to hold at least two (2) mid-sized automobiles. No mobile homes or manufactured homes shall be erected or placed on any of the parcels at any time. For the purpose of this Restriction, the following definitions shall apply.

a. *"Mobile home"* means any vehicle without motive power used or so manufactured or constructed as to permit it being used as a conveyance upon the public streets and highways and so designed, constructed, or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons.

b. *"Modular home"* means a factory-built structure which is manufactured to be used as a place of human habitation, is constructed to comply with the Iowa state building code for modular factory-built structures, and must display the seal issued by the Iowa state building code commissioner.



c. *"Manufactured home"* means a factory-built structure used as a place for human habitation and manufactured under the authority of 42 U.S.C. Section 5403 displaying a seal from the United States department of housing and urban development, but which is not constructed to equipped with a permanent hitch or other devise allowing it to be moved other than for the purpose of moving to a permanent site, and which does not have permanently attached to its body or frame any wheels or axles.

2. No hog confinement, nursery or finishing structure, cattle finishing structure, poultry laying or raising houses shall be erected on any of the above described parcels.

3. The requirements contained in the Madison County Zoning Ordinance as to lot area, width and yard requirements shall apply to all parcels. A setback of fifty (50) feet from all streets, roads and private drives shall apply.

4. These parcels described above shall not be further subdivided even if allowable under the Subdivision Ordinance and Zoning Ordinance of Madison County, Iowa.

5. No trailer, basement, tent, shack, garage, barn or other accessory building in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

6. No building shall be erected on any parcel unless the design and location is in harmony with the existing structures and locations in the tract and does not violate any of these protective covenants. In addition, all dwelling plans including blueprints, floor plans and construction specifications shall be first approved by the undersigned or their successor or assign prior to the commencement of any construction activity on the building project. All accessory structures shall be one-story not exceeding twenty (20) feet in height.

7. No building including a residential dwelling unit may be moved or relocated onto any parcel (other than modular homes), except for storage sheds whose gross floor square feet is less than two hundred (200) square feet, unless all parcel owners within the Subdivision agree in writing prior to such move.

8. The titleholder of each parcel, vacant or improved, shall keep his parcel or parcels free of weeds and debris, and shall not engage in any activity which is a nuisance.

9. If any parcel owner decides to erect a fence upon their parcel upon or along the boundary with another parcel within the Subdivision, the total cost of installation of such fence shall be borne by that parcel owner as well as the cost of all future maintenance of the fence. No adjoining parcel owner shall be required to participate in the cost of the erection or maintenance of any fence. Any fence erected shall be the sole property of the parcel owner and can be removed by such parcel owner at their discretion. Nothing in this paragraph shall be deemed to preclude a fencing agreement between adjoining parcel owners for the erection and maintenance of a common fence; however, for any such common fence agreement to be enforceable upon future parcel owners, such fencing agreement must be in writing and filed on record in the Madison County Recorder's office in order to apprise prospective purchasers of their obligations with respect to such fencing.

10. With respect to exterior partition fences which adjoin property outside the Subdivision it shall be the responsibility and obligation of each parcel owner to maintain at all times a lawful partition fence separating their parcel from this adjoining real estate outside this Subdivision, except for the partition fence for parcels along the East boundary of the Subdivision which shall be maintained as a "tight" fence, consisting of 47 inch woven wire with a single strand of barb wire on top and alternating wood and steel posts spaced ten (10) feet apart, separating their parcel from this adjoining real estate outside the Subdivision.

11. There is no common sewage system available for use within the parcels and the responsibility shall be upon each of the parcel owners to provide a septic system for use with the residence constructed upon each parcel.

12. No animals shall be kept or maintained on any of the parcels except ordinary household pets. No parcel shall be used at any time for the kenneling, boarding or the commercial breeding of these household pets. A kennel shall mean any premises on which four (4) or more dogs or four (4) or more cats six (6) months of age or older are kept or raised under constant restraint.

13. No above-ground swimming pools of any kind having a holding capacity greater than fifty (50) gallons of water shall be allowed on any parcel at any time.

14. A perpetual easement is hereby dedicated for purposes of a common private drive and utility access upon, along and under the area designated on the final plat as the private access road and public utility easement. This common easement area is for public access to all lots and for the construction, maintenance, repair and replacement of electric and telephone lines and other accessory equipment, sewer lines and other necessary installations common to all lots within the plat. The undersigned shall provide at their cost the initial construction of the private drive. Thereafter, the Lot owners within the Subdivision other than the owners of Lots One (1), Two (2), Four (4) and Five (5) shall pay equally on a per lot basis for the cost of maintaining and repairing the private drive including the snow and ice removal thereon. The need for such maintenance or replacement and the amount of the assessment for each lot to cover any costs incurred shall be determined by the vote of the lot owners with the decision of a majority of the lot owners being binding upon all lot owners. Each lot shall be entitled to one vote notwithstanding the number of persons who may own an interest in that lot.

15. These covenants are to run with the land, and shall be binding on all parties and persons claiming through or under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by a vote of the majority of the then owners of the parcels, it is agreed to delete or amend these covenants in whole or in part. No new or additional covenants shall be added unless all of the owners of the parcels agree in writing to any such additional covenants.

16. If any person shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, it shall be lawful for any owner of any parcel or parcels to institute proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants, conditions or restrictions, and to prevent or enjoin them from so doing or recover damages for such violation.

17. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

Dated this 13<sup>th</sup> day of September, 2004.

Randy Jordan  
Randy Jordan

Radena Jordan  
Radena Jordan

STATE OF IOWA :  
: SS  
MADISON COUNTY :

On this 13<sup>th</sup> day of September, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Randy Jordan and Radena Jordan to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged the same as their voluntary act and deed.

Elisha R. Busch  
Notary Public in and for the State of Iowa

