Randle Fiddelke
1½ E Fayette
Manchester, IA

65-3044

'98 APR 3 PM 10 41

11.00

8 1

Prepared by: Matthew G. McQuillen, 209 E. Main Street, P. O. Box 228, Anamosa, IA 52205 - (319) 462-3577

139-283

RESTRICTIVE COVENANT

WHEREAS, Grace E. Walston, Trustee of the Charles L. Walston and Grace E. Walston Trust (hereinafter referred to as "Walston") is the owner of the following described real estate:

The East one-third (E1/3) of the North three-eighths (N3/8) of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Twenty Eight (28), and the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) and the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) and the East one-half (E½) of the Southwest Quarter (SW¼) and the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Twenty One (21), all in Township Eighty Nine (89) North, Range Six (6), West of the Fifth P.M., except the East one hundred sixty five (165) feet of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of said Section Twenty One (21); also the West two hundred eighty four (284) feet of Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) of the Subdivision of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Twenty Eight (28), Township Eighty Nine (89) North, Range Six (6), West of the Fifth P.M., according to plat recorded in Book 10 L.D., Page 358. (hereinafter referred to as Parcel A); and,

WHEREAS, Randle R. Fiddelke and Barbara J. Fiddelke, husband and wife, (hereinafter referred to as "Fiddelkes") are the owners of the following described real estate:

East 165 feet of the SW¼ SE¼ of Section 21; and,

SE¼ SE¼ except the East 9 acres thereof of Section 21; and,

Lots One (1), Two (2), Three (3), Four (4), Five (5), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) of the Subdivision of the NE¼ of the NE¼ of Section 28, according to plat recorded in Book 10, L.D., Page 358, except the West two hundred eighty four (284) feet of Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12).

ALL IN TOWNSHIP 89, NORTH, RANGE 6, West of the 5th P.M.
(hereinafter referred to as "Parcel B"); and,

WHEREAS, for the mutual benefit of Walston and Fiddelkes and their successors in interest as to Parcel A and Parcel B, Walston and Fiddelkes desire to establish certain restrictions on the uses and activities to be conducted on Parcel A and Parcel B.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. Walston agreed to refrain from conducting any quarry activities on Parcel A and Fiddelkes agree to refrain from conducting any quarry activities on Parcel B.

2. Walston and Fiddelkes each agree that there will be no requirement for the installation, construction or maintenance of a boundary fence on any common boundaries between Parcel A and Parcel B. In the event that either Walston or Fiddelkes desire to run or maintain livestock on their respective property, the party desiring to run or maintain livestock on their property shall be completely and wholly responsible for the installation and maintenance of such boundary fence regardless of the provisions of Chapter 359A of the Iowa Code.

3. This covenant and agreement contained shall run with the land and shall be binding upon Walston, Fiddelkes and their successors in interest or any parties or persons claiming under them.

4. If the parties hereto or any of them, or their assigns, successors in interest or heirs shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from doing so or to recover damages or other relief for such violation. In the event that legal action is commenced to enforce the provisions of this agreement, the successful party in such legal action shall be allowed to recover all attorney fees that they may incur in connection with such legal action.

Dated this 27 day of March, 1998.

Charles L. Walston and Grace E. Walston Trust

by: Grace E. Walston, Trustee
Grace E. Walston, Trustee

This instrument was acknowledged before me on this 27 day of March, 1998 by Grace E. Walston as Trustee of the Charles L. Walston and Grace E. Walston Trust.

MATTHEW G. McQUILLEN
MY COMMISSION EXPIRES
November 4, 2000

Matt McQuillen
Notary Public in and for the State of Iowa

Dated this 2nd day of April, 1998.

Randle R. Fiddelke

Barbara J. Fiddelke

Randle R. Fiddelke **Barbara J. Fiddelke**

This instrument was acknowledged before me on this 2 day of April, 1998 by Randle R. Fiddelke and Barbara J. Fiddelke, husband and wife.

MATTHEW G. McQUILLEN
MY COMMISSION EXPIRES
November 4, 2000

Matt McQuillen
Notary Public in and for the State of Iowa