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INDX

ANNO

SCAN

LISA SMITH, COUNTY RECORDER

MADISON COUNTY IOWA

CHEK

Preparer: AJ Skogerson, AT0003683, 413 Grant St., Van Meter, IA 50261; Tel: 515.996.4045

Tax Statement: Ryan and Penny Reimer, 120 HODGEN MEADOW DR. WANKATE, IA 50263

Return To: The Law Shop, 413 Grant St., P.O. Box 252, Van Meter, IA 50261

EJ

6/6

LSB 110871-MDK

QUIT CLAIM DEED

For the consideration of One and no/100 Dollar(s) (\$1.00) and other valuable consideration, Brady 6 Farms, LLC, an Iowa limited liability company, does hereby Quit Claim to Ryan Reimer and Penny Reimer, husband and wife, as Joint Tenants with Full Rights of Survivorship and Not as Tenants in Common, all its right, title, interest, estate, claim, and demand in and to the following described real estate situated in Madison County, Iowa:

Parcel "F" located in the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 15, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, containing 12.07 acres, as shown in Plat of Survey filed in Book 2017, Page 299 on January 26, 2017, in the Office of the Recorder of Madison County, EXCEPT that part thereof located in the East 20 acres of the Southeast Quarter (SE1/4) of said Section 15, subject to a Boundary Line Agreement filed in Book 045, Page 456 on December 28, 1998, in the Office of the Recorder of Madison County,

This deed is given for the purpose of amending and substituting the "Deed Restrictions" set forth on the Warranty Deed dated October 19, 2017, and filed October 20, 2017, in Book 2017 at Page 3302 in the office of the Madison County Recorder. See "Amended and Substituted Deed Restrictions" attached hereto and incorporated by this reference herein.

The undersigned hereby relinquish all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

BRADY 6 FARMS, LLC (GRANTOR)

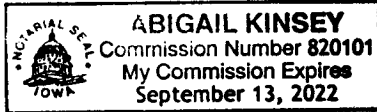
Glen Salow

Glen Salow, Member-Manager

Dated: 6/7/21

STATE OF IOWA; COUNTY OF WARREN, SS:

On this 7TH day of JUNE, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Glen Salow, Member-Manager of Brady 6 Farms, LLC, an Iowa limited liability company, to me known to be the same and identical person named in and who executed the foregoing record, and acknowledged that he executed the same as the voluntary act and deed of himself and the company.



Abigail Kinsey
Notary Public in and for the State of Iowa

AMENDED AND SUBSTITUTED DEED RESTRICTIONS

Grantor and Grantees hereby agree that the numbered deed restrictions set forth below amend and substitute in their entirety the "Deed Restrictions" previously set forth in the Warranty Deed dated October 19, 2017, and filed October 20, 2017, in Book 2017 at Page 3302 in the office of the Madison County Recorder. Grantor and Grantees further agree that these "Amended and Substituted Deed Restrictions" shall run with the land and be binding upon successors and assigns in interest. Any deed restriction can be waived or amended at any time with the express written consent of Grantor.

1. Grantees may construct a single-family dwelling upon the real estate for their own residence. Said dwelling shall have at least 1,800 finished square feet above ground or grade. Grantees may also construct up to two outbuildings upon the real estate specifically to serve the needs of Grantees (for example, a barn and/or garage for use by Grantees). Any outbuildings must be fully enclosed with all Steel/Metal/Wood or matching exterior material as used on the dwelling. Any outbuilding must be a minimum of 900 square feet and a maximum of 2400 square feet. Any outbuilding may not be used for production or housing of livestock other than the permitted number of horses. The dwelling must be constructed prior to any outbuildings.

2. Any construction work performed by or at the direction of Grantees shall not alter or impact the natural drainage of the existing landscape other than such alteration as is reasonably necessary to construct and maintain a single-family dwelling on the real estate.

3. The real estate shall not be subdivided at any time for any reason or have more than one single family dwelling upon it.

4. Grantees shall not operate or allow recreational vehicles, such as ATVs or UTVs, upon the real estate except as is reasonably appropriate for routine maintenance of the property by Grantees.

5. No raising, sheltering or caring for any production livestock on the property shall be permitted.

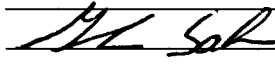
6. No more than two (2) pets shall be allowed on the subject property with the exception of cats. No kenneling or boarding of animals for a fee shall be allowed on the property. Buyers may have no more than five (5) horses on the property for personal use only.

7. Grantees may utilize up to 400 square feet of the single-family dwelling upon the real estate for the purposes of a home office and/or home-based, non-commercial or public-facing business of Grantees only.


8. No windmills of any kind are permitted. One decorative windmill of no more than twenty (20) feet in height is the only exception.

9. If Grantees should receive and desire to accept a bona fide offer from another individual or entity to purchase the real estate from Grantees, Grantees shall furnish Grantor with a copy of the written Offer to purchase and shall provide Grantor with the opportunity to purchase the real estate to the exclusion of all others for the same amount as presented in the Offer. Grantor shall have ten (10) days from the date of receipt of a copy of the Offer in which to notify Grantees as to whether Grantor will exercise this right of first refusal. If Grantor wishes to exercise this right of first refusal, Grantor shall provide written notice of such intention within the ten (10) days allowed herein with closing to occur within sixty (60) days of delivery of said notice of intent to Grantee. If Grantor provides notice that Grantor will NOT be exercising this right of first refusal OR if Grantor fails to respond within the ten (10) days allowed, Grantor's right of first refusal as to the Offer then under consideration shall be of no further force and effect if sale of the property closes pursuant to that Offer; otherwise, this right of first refusal shall remain in full force and effect. Any notices required by this right of first refusal shall be given in writing and shall be served upon the parties at the addresses shown below either by certified mail, return receipt requested, or by personal delivery:

Brady 6 Farms, LLC

 Member Manager

Ryan and Penny Reimer

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10. Invalidation of any one these deed restrictions by judgment or court order shall not affect any of the other provisions herein, which shall remain in full force and effect.