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LISA SMITH, COUNTY RECORDER
MADISON IOWA

PREPARER INFORMATION

John E. Casper, ICIS# AT0001474, 223 East Court Avenue, PO Box 67, Winterset, IA 50273-0067 (515) 462-4912

**FIRST AMENDMENT
TO
RESTRICTIVE COVENANTS
OF JUNIPER ESTATES SUBDIVISION
IN MADISON COUNTY, IOWA**

I, Donald J. Lynch, a single person, am now the fee simple owner and record titleholder of the following-described real estate:

A parcel of land in the Southeast Quarter(1/4) of the Southeast Quarter(1/4) of Section Thirty-three (33), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., and in the Northeast Fractional Quarter(1/4) of the Northeast Quarter (1/4) of Section Four (4), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the Southeast Corner of Section Thirty-three (33), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence South 00°20'56" West, 1,284.07 feet to the Southeast Corner of the Northeast Fractional Quarter (1/4) of the Northeast Quarter (1/4) of Section Four (4), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M.; thence along the South line of said Northeast Fractional Quarter (1/4) of the Northeast Quarter (1/4), North 89°49'35" West, 810.97 feet; thence North 01°03'42" East, 1,287.29 feet to the North line of said Northeast Fractional Quarter(1/4) of the Northeast Quarter (1/4); thence North 00°12'56" East, 249.66 feet to the centerline of a Private Easement Road; thence along said Road centerline, North 88 °46'18" West, 94.01 feet; thence Southwesterly 52.34 feet along a 408.14 foot radius curve, concave Southeasterly with a central angle of 7°20'53" and a chord bearing South 87°33'15" West, 52.31 feet; thence North 00°12'56" East, 1070.05 feet to

the North line of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty-three (33), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M.; thence South 89°40'29" East, 944.50 feet to the Northeast Corner of said Southeast Quarter (1/4) of the Southeast Quarter (1/4); thence South 00°21'35" West, 1,319.64 feet to the point of beginning. Said Parcel contains 51.409 Acres including 1.021 Acres of County Road Right-of-Way.

The undersigned owner does hereby amend and restate the Restrictive Covenants which are dated September 14, 2005 and filed for record on December 8, 2005 in the Madison County Recorder's Office in Book 2005 at Page 5874 to impose and subject this real estate to amended regulations, covenants, restrictions and easements as to the use and occupancy thereof, as follows:

1. All subdivision lots (hereafter parcels) shall be used only for single-family residential purposes. All house plans including blueprints, floor plans and construction specifications shall be first approved by the undersigned or his successor or assign prior to the commencement of any construction activity on the project. The residential dwelling structure shall be at least one thousand four hundred (1400) square feet in habitable, finished living area within the dwelling not limited to the main entry level, but excluding from this minimum area that portion of the structure used as a basement or as an unfinished portion of the structure. Each residence shall have an attached garage with sufficient square footage to hold at least two (2) mid-sized automobiles. No mobile homes of any kind at any time shall be erected or placed on any of said parcels. Modular homes and manufactures homes shall be permitted to be erected or placed on these parcels. For the purpose of this Restrictive Covenants the following definitions shall apply:

a. "*Mobile home*" means any vehicle without motive power used or so manufactured or constructed as to permit it to be conveyed 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; but shall also include any such vehicle with motive power not registered as a motor vehicle in Iowa.

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 state building code commissioner.

c. "*Manufactured home*" means a factory-built structure used as a place for human habitation, but which is not constructed or equipped with a permanent hitch or other device 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.

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.

2. 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 road right of way shall apply.

3. The parcels described above may not be further subdivided, except by the undersigned.

4. 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.

5. 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

restrictive covenants.

6. No building including a residential dwelling unit, which is not of new construction, may be moved or relocated onto any lot, except for storage sheds whose gross floor square feet is less than two hundred (200) square feet, unless all lot owner(s) within the subdivision agree in writing prior to such move.

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

8. A perpetual easement is hereby dedicated for purposes of a common private drive and utility access upon, along and under the real estate legally described as:

Parcel "C" in the Southeast Quarter of the Southeast Quarter of Section 33, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa which is a 66.00 foot wide ingress, egress and public utilities easement being 33.00 feet wide on both sides of the following described centerline:

Commencing at the Southeast Corner of Section 33, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence along the East line of said Section 33, North 00°21'35" East 584.17 feet to the Point of Beginning. Thence South 70°33'00" West 102.09 feet; thence Southwesterly 286.60 feet along a 716.21 foot radius curve, concave Southeasterly and a central angle of 22°55'42"; thence South 47° 18" West, 77.03 feet; thence Southwesterly 290.71 feet along a 381.98 foot radius curve, concave Northwesterly and a central angle of 43°36'24", thence North 88°46'18" West 228.63 feet; thence Westerly 140.18 feet along a 408.14 foot radius curve, concave Southerly and a central angle of 19°40' 46" to a terminus on the Northeast boundary line of Parcel "B",

to be used as the private access road and public utility easement by and for the benefit of Lots Two, Three and Four of the Juniper Estates Subdivision and additionally for the benefit of the parcel(s) owners of record of the real estate legally described as:

Parcel "B" in the South Half of the Southeast Quarter of Section 33, Township 77 North, Range 28 West of the 5th P.M., and in the North Half of the Northeast Quarter of Section 4, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

Commencing at the Southeast Corner of Section 33, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence along the South line of said Section 33, North 89°36'18" West, 794.96 feet to the point of beginning. Thence North 00°12'56" East 249.66 feet to the centerline of the private easement road; thence along said road centerline, North 88°46'18" West 94.01 feet; thence Southwesterly 140.18 feet along a 408.14 foot radius curve concave Southeasterly, having a central angle of 19°40' 46" and a chord bearing South 81°23'19" West 139.50 feet; thence North 45°01'20" West 387.85 feet; thence North 89°36'18" West, 1,303.93 feet; thence South 00°01'04" West, 501.45 feet to the South Quarter Corner of said Section 33; thence South 01°46'04" West, 1,294.63 feet to the Southwest Corner of the Northwest Quarter of the Northeast Quarter of Section 4, Township 76 North, Range 28 West of the 5th P.M.; thence along the South line of the North Half of the Northeast Quarter of said Section 4, South 89°49'35" East, 1,825.49 feet; thence North 01° 03'42" East, 1,287.29 feet to the point of beginning, containing 72.474 acres.

and

Parcel "D" in the South Half of the Southeast Quarter of Section 33, Township 77 North, Range 28 West of the 4th P.M., Madison County, Iowa more particularly described as follows:

Commencing at the Southeast Corner of Section 33, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence along the South line of said Section 33, North 89°36'18" West 794.96 feet; thence along the Northeast boundary of Parcel "B" North 45°01'20" West 326.52 feet to the Point of Beginning. Thence Northeasterly 87.84 feet along a 408.14 foot radius curve, concave Southeasterly, having a central angle of 12°19'53" and a chord bearing North 77°42'53" East, 87.68 feet; thence North 00°12'56" East 1,070.05 feet; thence along the North line of the South Half of the Southeast Quarter of said Section 33, North 89°40'29" West 1,667.74 feet; thence along the West line of said South Half of the Southeast Quarter, South 00°01'04" West, 815.04 feet; thence along the North line of Parcel "B", South 89°36'18" East 1,303.93 feet; thence South 45°01'20" East 387.85 feet to the Point of Beginning and containing 32.590 acres.

This common easement area is for public access to all present or future subdivision lots and/or parcel owner(s) of record for the real estate described above and includes within the easement area the right for the construction, maintenance, repair and replacement of electric and telephone lines and accessory equipment, sewer lines and other necessary installations common to all subdivision lots or parcel(s) within a subdivision plat. The undersigned shall provide at their cost the initial grading

and/or construction of the private drive. Thereafter, each lot or parcel(s) owners of record within the above described real estate shall pay equally on a per lot or parcel basis for the cost of maintaining and repairing the private drive including the snow and ice removal thereon and the costs of periodic surfacing or resurfacing the private drive. The need for such maintenance or replacement; the amount of the assessment for each lot or parcel(s) to cover any such costs incurred; and the schedule(s) for the payment and collection of any such assessment(s) by the lot or parcel(s) owners of record shall be determined by the vote of the lot or parcel(s) owners at the time of each such vote with the decision of a majority of the lot or parcel(s) owners being binding upon all lot or parcel(s) owners. Each lot or parcel shall be entitled to one vote notwithstanding the number of persons who may own an interest in that lot or parcel.

9. A perpetual easement is hereby dedicated for purposes of a common private drive and utility access upon, along and under the real estate legally described as:

Parcel "E" in the Southeast Quarter of the Southeast Quarter of Section 33, Township 77 North, Range 28 West of the 5th P.M., and in the Northeast Quarter of the Northeast Quarter of Section 4, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa which is a private road and public utilities easement more particularly described as follows:

Beginning at the Southeast Corner of Section 33, Township 77 North Range 28 West of the 5th P.M., Madison County, Iowa; thence along the East line of said Section 33, North 00°21'35" East, 432.50 feet; thence North 89°38'25" West, 46.00 feet; thence South 00°21'35" West, 432.47 feet to the South line of said Section 33; thence South 00°20'56" West, 171.75 feet; thence South 09°15'26" West, 129.11 feet; thence South 00°20'56" West 985.00 feet to the South line of the Northeast Quarter of the Northeast Quarter of Section 4, Township 76 North, Range 28 West of the 5th P.M., thence South 89°49'35" East. 66.00 feet to the Southeast Corner of said Northeast Quarter of the Northeast Quarter; thence along the East line of said Northeast Quarter of the Northeast Quarter, North 00°20'56" East, 1284.07 feet to the Point of Beginning,

to be used as the private access road and public utility easement by and for the benefit of Lots Five (5), Six (6), Seven (7) and Eight (8) of the Juniper Estates Subdivision and additionally for the

benefit of the parcel(s) owners of record of the real estate legally described as:

The Southeast Quarter of the Northeast Quarter of Section 4, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa.

This common easement area is for public access to all present or future subdivision lots and/or parcel owner(s) of record for the real estate described above and includes within the easement area the right for the construction, maintenance, repair and replacement of electric and telephone lines and accessory equipment, sewer lines and other necessary installations common to all subdivision lots or parcel(s) within a subdivision plat. The undersigned shall provide at their cost the initial grading and/or construction of the private drive. Thereafter, each lot or parcel(s) owners of record within the above described real estate shall pay equally on a per lot or parcel basis for the cost of maintaining and repairing the private drive including the snow and ice removal thereon and the costs of periodic surfacing or resurfacing the private drive. The need for such maintenance or replacement; the amount of the assessment for each lot or parcel(s) to cover any such costs incurred; and, the schedule(s) for the payment and collection of any such assessment(s) by the lot or parcel(s) owners of record shall be determined by the vote of the lot or parcel(s) owners at the time of each such vote with the decision of a majority of the lot or parcel(s) owners being binding upon all lot or parcel(s) owners. Each lot or parcel shall be entitled to one vote not withstanding the number of persons who may own an interest in that lot or parcel.

10. 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 said covenants in whole or in part. No new or additional covenants shall be added unless all of the owners of said parcels agree in writing to any such

additional covenants.

11. 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 him or them from so doing or recover damages for such violation.

12. 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.

13. If any parcel owner decides to erect a fence upon their parcel, the total cost of installation of such fence shall be borne by this 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 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.

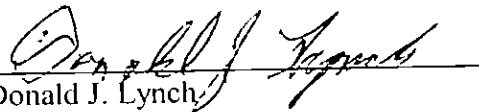
14. With respect to exterior partition fences it shall be the responsibility and obligation of each parcel owner to maintain a lawful partition fence separating his parcel from adjoining unplatted real estate.

15. There is no common sewage system available for use within said parcels, and it shall be the responsibility of each of the owners of the respective parcels to provide a septic system for use

with the residence constructed upon each parcel.

16. No animals shall be kept or maintained on any of the parcels except ordinary household pets; provided, however, that each lot shall be allowed to maintain thereon one (1) horse for each acre of lot area calculated to the nearest whole acre of the lot. In all events no more than six (6) horses may be kept and/or maintained at any time on any parcel. Ducks and geese shall be permitted on any parcel upon which a pond is located or later constructed.


Dated this 8th day of August, 2008.


Donald J. Lynch

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 8th day of August, 2008, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Donald J. Lynch, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged the same as his voluntary act and deed.




Notary Public in and for the State of Iowa