

PREPARED BY: J OLIVER

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DEED OF RESTRICTIONS
MADISON COUNTY, IOWA

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

We, Michael P. Ryan and Gloria J. Ryan, husband and wife, and Elizabeth Ryan, single,

are now the fee simple owners and record titleholders of the following-described real estate:

REC \$ 25⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

Parcel "A", located in the Northeast Quarter of the Northeast Quarter of Section 30, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, as shown by the Plat of Survey recorded in Book 3, Page 634 of the Recorder's office of Madison County, Iowa, AND

Parcel "B", located in the Northeast Quarter of the Northeast Quarter of Section 30, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, as shown by the Plat of Survey recorded in Book 3, Page 635 of the Recorder's office of Madison County, Iowa, AND

Parcel "C", located in the Northwest Quarter of the Northeast Quarter of Section 30, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, as shown by the Plat of Survey recorded in Book 3, Page 636 of the Recorder's office of Madison County, Iowa, AND

Parcel "D", located in the Northwest Quarter of the Northeast Quarter of Section 30, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, as shown by the Plat of Survey recorded in Book 3, Page 637 of the Recorder's office of Madison County, Iowa, AND

Parcel "E", located in the North Fractional Half of the Northwest Quarter of Section 30, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, as shown by the Plat of Survey recorded in Book 3, Page 638 of the Recorder's office of Madison County, Iowa, AND

Parcel "F", located in the North Fractional Half of the Northwest Quarter of Section 30, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, as shown by the Plat of Survey recorded in Book 3, Page 639 of the Recorder's office of Madison County, Iowa,

Said owners do hereby impose and subject said real estate to certain regulations,

covenants, restrictions and easements as to the use and occupancy thereof, as follows:

1. All Parcels shall be used only for single-family residential purposes. No structure shall be erected on any Parcel except the residential dwelling structure, which shall be at least

1500 square feet in area, a one- to three-car garage and certain accessory buildings provided that accessory buildings other than garages may not be erected in excess of 2000 square feet in area on Lots A, B, C, and D, and in excess of 1000 square feet on Lots E and F. No mobile homes shall be erected or placed on any of said Parcels. Modular homes and manufactured homes shall be permitted to be erected or placed on any of said Parcels. For the purpose of this Deed of Restrictions the following definitions shall apply:

a. “*Mobile home*” means any vehicle without motive power used or so manufactured or constructed as to permit its 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 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 from all streets, roads, and private drives shall apply.

3. Said Parcels described above may be further subdivided in compliance with the Subdivision Ordinance and Zoning Ordinance of Madison County, Iowa.

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 protective covenants.

6. 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.

7. 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, 2021, 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 and 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.

8. 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 violation 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.

9. Invalidity 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.

10. If any Parcel owner decides to erect a fence upon his Parcel, the total cost of installation of such fence shall be borne by said 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 his 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.

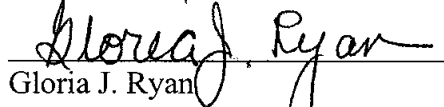
11. With respect to exterior partition fences it shall be the responsibility and obligation of each Parcel owner to maintain a lawful partition fence separating his Parcel from adjoining unplatted real estate.

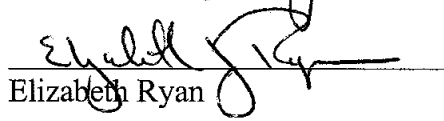
12. There is no common sewage system available for use within said Parcels, and it shall be the responsibility of each of the owners of the respective Parcels to provide a septic system for use with the residence constructed upon each Parcel.

13. No animals shall be kept or maintained on any of the Parcels except ordinary household pets, provided that no more than five horses may be maintained on any tract containing 10 acres or more, and no more than two horses may be maintained on any tract containing less than 10 acres. Ducks and geese shall be permitted on any tract upon which a pond is located or later constructed.

Dated this 9 day of February, 2008.


Michael P. Ryan

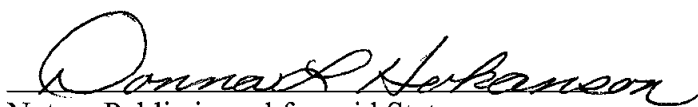

Gloria J. Ryan


Elizabeth Ryan

STATE OF CALIFORNIA
:SS
ORANGE COUNTY :

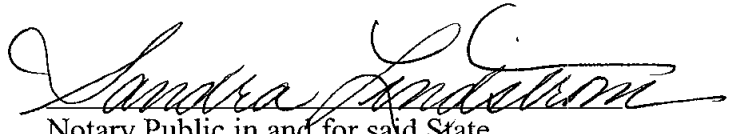
On this 9TH day of FEB, 2001, before me, the undersigned, a Notary Public in and for the State of CALIFORNIA personally appeared Michael P. Ryan and Gloria J. Ryan, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.




Notary Public in and for said State

STATE OF Minnesota
:SS
Ramsey COUNTY :

On this 15 day of February, 2000, before me, the undersigned, a Notary Public in and for the State of Minnesota personally appeared Elizabeth Ryan, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.


Notary Public in and for said State

