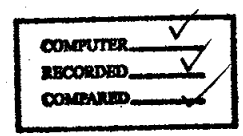


2002 AUG 23 AM 11:55

REC \$ 25<sup>00</sup>  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1<sup>00</sup>



MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

Preparer  
Information: Jerrold B. Oliver P.O. Box 230 Winterset (515)462-3731

**RESTRICTIVE COVENANTS AGREEMENT**

This Agreement, made and entered into by and between, Michael Landis and Carol E. Landis, hereinafter called "Landis", and Brenda G. Delazzer and Dianne D. Delazzer, hereinafter called "Delazzers".

WHEREAS, Michael Landis and Carol E. Landis have sold to Brenda G. Delazzer and Dianne D. Delazzer, the following described real estate:

Parcel "B", located in the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirty-two (32), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 10.003 acres, as shown in Plat of Survey filed in Book 3, Page 121 on September 10, 1997, in the Office of the Recorder of Madison County, Iowa

WHEREAS, the parties desire to impose restrictive covenants on the above described real estate.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. No hogs shall be kept or maintained on the above described real estate.
2. No manufactured homes or mobile homes shall be erected or placed on the above described real estate. No travel trailers, fifth-wheel trailers or motor home shall be used as a permanent residence on the above described real estate.
3. The parties understand and agree that the fence located near the west boundary of the above described real estate is not on the true boundary line of said real estate. The parties agree that in the event Delazzers desire to move or construct a fence on the true boundary line,

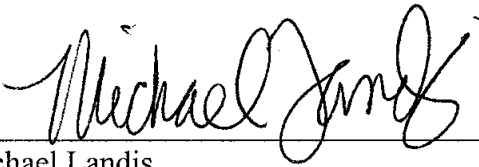
that the construction of such fence shall be solely at the expense of Delazzers.

4. In the event Delazzers desire to erect or construct a fence on the S<sup>1</sup>/<sub>2</sub>E boundary line, that the erection, construction and maintenance of such fence shall be at the sole expense of Delazzers.


5. These restrictive covenants shall run with the land and be binding on the parties, their heirs, successors and assigns, until January 1, 2003, at which time these restrictive covenants shall terminate and be of no further force or effect.

6. If any party shall violate or attempt to violate any of the covenants contained in this Agreement, it shall be lawful for any other party to institute proceedings in law or in equity against the person or persons violating or attempting to violate such covenants, and to prevent or enjoin such party or parties from so doing or recover damages for such violation.

Dated this 22 day of Aug, 2002.



Michael Landis



Carol E. Landis

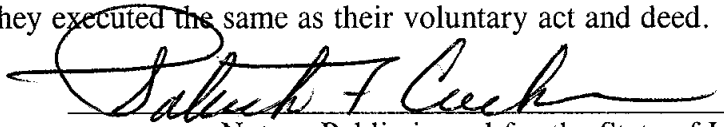
\_\_\_\_\_  
Brenda G. Delazzer

\_\_\_\_\_  
Dianne D. Delazzer

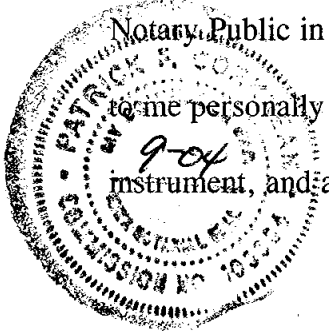
STATE OF IOWA :  
 :SS  
MADISON COUNTY :

On this 22 day of Aug, 2002, before me, the undersigned, a

Notary Public in and for the State, personally appeared Michael Landis and Carol E. Landis,  
to me personally known to be the identical persons named in and who executed the foregoing  
instrument, and acknowledged that they executed the same as their voluntary act and deed.



Notary Public in and for the State of Iowa



STATE OF IOWA :  
 :SS  
\_\_\_\_\_ COUNTY :

On this \_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a

Notary Public in and for the State, personally appeared Brenda G. Delazzer and Dianne D.

Delazzer, to me personally known to be the identical persons named in and who executed the  
foregoing instrument, and acknowledged that they executed the same as their voluntary act and  
deed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

that the construction of such fence shall be solely at the expense of Delazzers.

4. In the event Delazzers desire to erect or construct a fence on the S<sup>1</sup>/<sub>2</sub>E boundary line, that the erection, construction and maintenance of such fence shall be at the sole expense of Delazzers.

5. These restrictive covenants shall run with the land and be binding on the parties, their heirs, successors and assigns, until January 1, 2003, at which time these restrictive covenants shall terminate and be of no further force or effect.

6. If any party shall violate or attempt to violate any of the covenants contained in this Agreement, it shall be lawful for any other party to institute proceedings in law or in equity against the person or persons violating or attempting to violate such covenants, and to prevent or enjoin such party or parties from so doing or recover damages for such violation.

Dated this 23 day of August, 2002.

\_\_\_\_\_  
Michael Landis

\_\_\_\_\_  
Carol E. Landis

Brenda G. Delazzer  
Brenda G. Delazzer

Dianne D. Delazzer  
Dianne D. Delazzer

STATE OF IOWA :  
 :ss  
MADISON COUNTY :

On this \_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for the State, personally appeared Michael Landis and Carol E. Landis, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

STATE OF IOWA :  
 :ss  
\_\_\_\_\_ COUNTY :

On this 23 day of August, 2002, before me, the undersigned, a Notary Public in and for the State, personally appeared Brenda G. Delazzer and Dianne D. Delazzer, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

*Larry D. Watts*  
Notary Public in and for the State of Iowa

