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REC \$ 15⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

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RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>

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

UTSLER
RECORDER
MADISON COUNTY, IOWA

RESTRICTIVE COVENANTS AGREEMENT

This Agreement, made and entered into by and between, Everett G. Miller, Jr. and Marcia K. Miller, Paul Koster and Julia Koster, and Leo Koster and Catherine Koster.

WHEREAS, Everett G. Miller, Jr. and Marcia K. Miller have sold to Paul Koster and Julia Koster, the following described real estate:

Parcel "B" a part of Parcel "A" in the East Half of the Southeast Quarter of Section 10, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the East Quarter Corner of Section 10, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa; Thence South 00°03'31" West 2166.67 feet along the East line of the Southeast Quarter of said Section 10 to the South line of Parcel "A"; thence South 88°37'49" West 785.55 feet along the South line of Parcel "A"; thence North 00°02'32" East 2185.45 feet to a point on the North line of the Northeast Quarter of the Southeast of said Section 10; thence North 90°00'00" East 785.93 feet to the Point of Beginning containing 39.246 acres including 1.038 acres of County Road right-of-way

WHEREAS, Everett G. Miller, Jr. and Marcia K. Miller have sold to Leo Koster and Catherine Koster, the following described real estate:

Parcel "A", located in the East Half of the Southeast Quarter of Section 10, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the East Quarter corner of Section 10, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa; thence South 0°03'15" West along the East line of the Southeast Quarter of said Section 10, 2166.87 feet; thence South 88°37'48" West, 1319.06 feet to a point on the East line of the Southeast Quarter of the Southeast Quarter of said Section 10; thence North 0°00'58" East along the West lines of the Southeast and Northeast Quarters of the Southeast Quarter of said Section 10 which is also an existing fenceline, 2611.41 feet to the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 10; thence North 90°00'00" East along the North line of the Northeast Quarter of the Southeast Quarter of said Section 10 which is an existing fenceline, 1320.11 feet to the Point of Beginning. Said Parcel contains

66.110 acres, including 1.227 acres of County Road right-of-way; EXCEPT Parcel "B" a part of Parcel "A" in the East Half of the Southeast Quarter of Section 10, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the East Quarter Corner of Section 10, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa; Thence South 00°03'31" West 2166.67 feet along the East line of the Southeast Quarter of said Section 10 to the South line of Parcel "A"; thence South 88°37'49" West 785.55 feet along the South line of Parcel "A"; thence North 00°02'32" East 2185.45 feet to a point on the North line of the Northeast Quarter of the Southeast of said Section 10; thence North 90°00'00" East 785.93 feet to the Point of Beginning containing 39.246 acres including 1.038 acres of County Road right-of-way

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

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. No hogs shall be kept or maintained on the two tracts of real estate described in this Agreement.
2. Any residence constructed on either or both of the tracts of real estate described in this Agreement shall contain a minimum of 1200 square feet of finished living area, not including the area of any attached garage.
3. These restrictive covenants shall run with the land and be binding on the parties, their heirs, successors and assigns, until January 1, 2023, at which time these restrictive covenants shall terminate and be of no further force or effect.
4. 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 19 day of Aug., 2002.

Everett G. Miller, Jr.
Everett G. Miller, Jr.

Marcia K. Miller
Marcia K. Miller

Paul Koster
Paul Koster

Julia Koster
Julia Koster

x Leo Koster
Leo Koster

x Catherine Koster
Catherine Koster

STATE OF IOWA :
:SS
MADISON COUNTY :

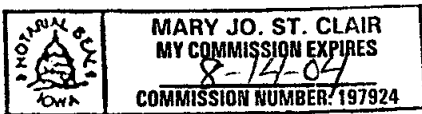
On this 16th day of October, 2002, before me, the undersigned, a Notary Public in and for the State, personally appeared Everett G. Miller, Jr. and Marcia K. Miller, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Connie Harvey
Notary Public in and for the State of Iowa

STATE OF IOWA :
:SS
MADISON COUNTY :

On this 16th day of September, 2002, before me, the undersigned, a Notary Public in and for the State, personally appeared Paul Koster and Julia Koster 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.



Mary Jo. St. Clair
Notary Public in and for the State of Iowa