

Document 2005 5985

Book 2005 Page 5985 Type 06 039 Pages 4
Date 12/14/2005 Time 4:07 PM
Rec Amt \$22.00

MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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

C

RESTRICTIVE COVENANTS
Recorder's Cover Sheet

Preparer Information:

JOHN E. CASPER, 223 EAST COURT AVENUE, WINTERSET, (515) 462-4912

Taxpayer Information:

Donald Lynch
1583 Upland Trail
Prole, IA 50229

✓ **Return Address**

John E. Casper
PO Box 67
Winterset, IA 50273

Grantors:

Donald Lynch

Grantees:

Legal Description: 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,

Document or instrument number if applicable:

Preparer Information: John E. Casper, 223 E. Court, P.O. Box 67, Winterset, IA 50273 515-462-4912

RESTRICTIVE COVENANTS

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

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

The undersigned owner does hereby impose and subject this real estate to certain regulations, covenants, restrictions and easements as to the use and occupancy thereof, as follows:

1. 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 any and all future lot or parcel(s) owners of record within the real estate first legally described above or the owner of record of the real estate first described above, if such real estate is not subdivided further in the future. This common easement area is for public access to all present or future subdivision lots and/or parcel owner(s) of record within the real estate first described

above now owned by the undersigned 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 any future subdivision plat. Any future 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 any 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.

2. The owner's real estate described above shall further be subject to the terms and conditions of the restrictive covenants set forth in paragraph 9 of the Restrictive Covenants for the Juniper Estates Subdivision in Madison County, Iowa which are filed for record in the Madison County Recorder's Office on December 8, 2005 in Book 2005 at Page 5874, which terms are incorporated into this Covenant by this reference as fully as though set forth at length herein.

3. These covenants shall become binding upon each new lot or parcel owner from the date of tender of the deed of conveyance to the new titleholder.

4. The owner's real estate described above may be further subdivided in compliance with the Subdivision Ordinance and Zoning Ordinance of Madison County, Iowa.

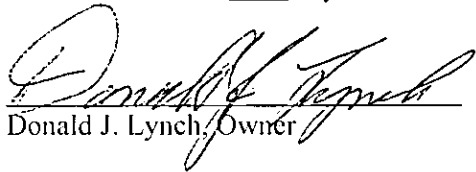
5. These covenants are to run with the land, and shall be binding on all parties and persons claiming through or under them until January 1, 2026, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the parcel or parcels, it is agreed to delete these covenants in whole or in part. No new or additional covenants shall be added unless all of the owners of the parcel or parcels agree in writing to any such additional covenants.

6. If any person shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein or fail to pay any assessment when due, 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 or failing to timely pay any such assessment(s), and to prevent or enjoin him or them from so doing or to recover damages for any such violation or failure.

7. The undersigned, and all successors and assigns, do hereby waive and relinquish in all respects any and all exemptions including homestead as to any lot or parcel(s) now or hereafter comprising any part of the above described real estate for the purposes of assessing and/or collection of any assessment(s) made upon any lot or parcel(s) pursuant to these Restrictive Covenants.

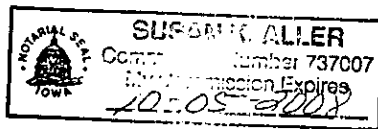
8. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.


Dated this 13 day of December, 2005.


Donald J. Lynch, Owner

STATE OF IOWA :
: ss
MADISON COUNTY :

On this 13 day of December, 2005, 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