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REC \$ 15.00
AUD \$ _____
R.M.F. \$ 20

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Prepared by: William A. Price, 974 73rd Street, Suite 22, Des Moines, Iowa 50312-1000, 515-225-7700

RESTRICTIVE COVENANTS
ERIC A. SHELDAHL TO WHOM IT MAY CONCERN

THIS DECLARATION made this 24th day of November, 1998.

WHEREAS, Declarant is the owner of certain real property (hereinafter called "Benefited Property") located in the County of Madison, State of Iowa, which is more particularly described as:

The Southwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Ten (10), and the East One-fourth (1/4) of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Nine (9), all in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

WHEREAS, Declarant is desirous of protecting the value and desirability of the whole of the real property described above.

NOW, THEREFORE, Declarant hereby declares that the following described property (hereinafter called "Restricted Property"):

The East One-fourth (E¼) of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Nine (9), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa:

shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Nuisances: No noxious or offensive activity or odors shall be permitted on or to escape from the Restricted Property, nor shall anything be done thereon which is or may become an annoyance or nuisance, either temporarily or permanently.

2. Livestock: No livestock shall be allowed on the Restricted Property. Livestock shall include but not be limited to horses, mules,

bovines of all types, sheep, swine, and fowl. This covenant does not prohibit the property owner from maintaining not more than two horses on said property nor does it prohibit normal house pets. Kennels or pet breeding operations are prohibited.

3. Fertilization: No fertilizer, insecticides or herbicides shall be used within 100 feet of the well located on the Restricted Property which provides drinking and other water for the following property:

The Southwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Ten (10) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

The owners of the Restricted Property shall limit the use of herbicides, pesticides and fertilizer on the balance of the property to no more than the manufacturer-recommended amounts for areas that are included in a watershed to be utilized by waterfowl.

4. Enforcement: If any party shall violate or attempt to violate any covenants, conditions, or restrictions contained herein, it shall be lawful for the Declarant or any other owners protected as provided herein to prosecute proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants, conditions, or restrictions, and to either prevent him or them from so doing or recover damages for such violations.

5. Well: The well located on the Restricted Property currently being utilized for drinking water for the Benefited Property and the Restricted Property shall be utilized for the sole use and benefit of the following described real estate:

The Southwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Ten (10) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

once rural water is available to the Restricted Property. At such time as rural water is available to the Restricted Property, the Restricted Property's connection to the well shall be terminated.

6. Modifications of Restrictions: These covenants shall run with the land and be binding on all persons claiming under them until November 1, 2018, unless it is agreed by one hundred percent (100%) of owners of said Benefited Property (governed by one vote per lot), in writing, to amend said covenants in whole or in part. Any amendments adopted shall be effective upon filing same in the office of the Madison County Recorder. Upon completion of the initial term of these covenants, they shall automatically extend for successive periods of ten years, subject to any amendments that may have been adopted as set forth herein.

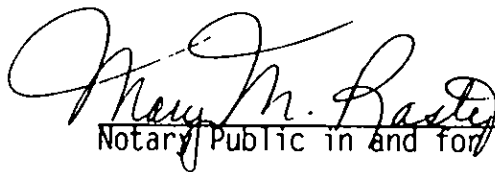
7. Severability: Invalidation of any of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any of the other covenants, conditions, or restrictions contained herein, which shall remain in full force and effect.

The foregoing restrictive covenants are hereby imposed and signed at Des Moines, Polk County, Iowa, on this 24th day of November, 1998.


Eric A. Sheldahl

STATE OF IOWA, COUNTY OF POLK, ss:

On this 24th day of November, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Eric A. Sheldahl, to me known to be the identical person named in and who executed for foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

 MCE: 5/21/00
Notary Public in and for said State