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TOTAL \$ 25.00

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RECORDED

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

*For Recording See
Deeds Rec 141 - 514
5-27-99*

JSC PROPERTIES, INC.
Owner and Titleholder

To Whom it May Concern:

KNOW ALL MEN BY THESE PRESENTS: THAT, WHEREAS, JSC Properties, Inc., (hereinafter referred to as "JSC"), being the titleholder to the real estate described below, do hereby establish and place the following restrictions and protective covenants on the real estate described on Exhibit "A" attached hereto (hereinafter referred to as the "Property") and shall be binding on all present and future owners of the Property, or any portion thereof, according to the terms herein specified as covenants running with the land, having the same force and effect with respect to all subsequent transfers of the Property, or any portion thereof.

GENERAL PROVISIONS

1. The Property shall be known, described and used, solely for residential purposes and no structure shall be erected or occupied on said Property other than a single family dwelling not to exceed two stories in height. In addition, utility storage buildings or incidental buildings shall be permitted with written approval of JSC as to type and location.
2. The Property shall not be subdivided, except with the written consent of JSC.
3. No trailer, basement, tent, shack, garage or other building except the single family residence as herein permitted shall be used as a residence temporarily or permanently.
4. No home or other building shall be moved onto the Property. No mobile home shall be permitted at any time.
5. Livestock or fowl shall not be kept on the Property. However, up to 2 horses may be kept on the Property provided that the keeping of such animals does not pose a nuisance to any adjacent property. When housed such horses shall be confined in a building suitable for the keeping and maintenance of horses and any such horse confinement building shall not be within 50 feet of any adjacent property line. Placement of such horse confinement or stable shall be approved in writing by JSC.
6. The owner and titleholder shall assure that the Property and their use of the Property shall at all times remain in compliance with all county and local zoning, environmental, health, or sanitation regulation or authority. All waste and sewage shall be managed in a manner so as not to create a nuisance to any adjacent property or violate any local, county, zoning, environmental, health or sanitation regulation or authority.

7. No commercial kennels shall be allowed on the Property. No commercial breeding of any animals of any kind shall be allowed.
8. Home business is permitted subject to approval of JSC and any home business must comply with all rules, regulations and ordinances of Madison County for single family rural residential zoning
9. No noxious or offensive activity, noise or odor shall be permitted on or to escape from the Property, nor shall anything be maintained or done thereon which is or may become an annoyance or nuisance, either temporarily or permanently.
10. Inoperative vehicles shall not be parked on any property for a period exceeding 30 days. Repair of any motor vehicle shall be done out of public view.
11. P.A. systems shall not be operated for either voice or music at a sound level that is disturbing to adjacent property.
12. No tractor-trailer, or any combination thereof, nor unused vehicle of any kind shall be parked or stored unless completely enclosed by a permanent structure as permitted herein.
13. No recreational vehicles (RV's), all terrain vehicles, snowmobiles, trailers of any kind nor boats of any type shall be parked and/or left standing on the Property for a period of over thirty days, annually. Any such items may be stored on site so long as they are wholly stored within a storage building as permitted herein and out of public view.
14. Only one satellite dish or parabolic device is allowed. No extension tower, radio tower or TV tower shall be allowed unless approved in writing by JSC; provided, however, that a usual and customary television antenna shall be permitted. Any satellite dish or parabolic device shall be placed in the rear yard and out of sight from the road.
15. Titleholder shall keep the Property free of weeds and debris and agrees to take all steps necessary to control erosion on the Property. If in the opinion of the JSC, such erosion is not controlled, corrective action may be taken and the costs assessed against the titleholder.
16. Titleholders shall be responsible for any costs in connection with the electrical or telephone services on their lot(s). Both services are required to be underground from the road to the residence and/or auxiliary building
17. Above-ground swimming pool or non-permanent swimming pool is prohibited, except for small wading pools for infants and children. Any constructed swimming pool will be completely enclosed with a 60" fence with a locked gate.

18. Any liquid fuel tanks (propane, etc.) must be completely camouflaged by bushes, decorative fencing or some other acceptable means to attempt to hide the view of it from adjacent property owners.

II. ENFORCEMENT

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming ownership under them until January 1, 2019, at which time the said covenants shall be automatically renewed for successive periods of ten years unless by vote of majority of the then owners of the Property, it is agreed to change the said covenants in whole or in part

2. If any titleholder, or his or her heirs or assigns, violate or attempt to violate any of the covenants or restrictions herein before January 1, 2019, it shall be lawful for JSC, its successors and assigns, to prosecute any proceeding at law or in equity against the titleholder violating or attempting to violate any such covenant or restriction and either to prevent him or her or them from doing so or to recover damages for such violation. If JSC, its successors and assigns, brings an action or other proceeding to enforce these covenants or restrictions or because of any violation of said covenants and restrictions by titleholder, JSC shall be entitled to recover reasonable attorney fees and other costs incurred in such action or proceeding. In addition to the remedies described herein, the owner or titleholder who violates any of the terms of these restrictions and covenants shall be subject to a penalty of twenty-five dollars (\$25.00) per day for each day a violation of these restrictions and covenants continues beyond thirty (30) days after written notice of any such violation has been received from JSC, its successors and assigns. Such notice must be personally served upon the owner and titleholder. If personal service of such notice is not possible after diligent search has been made for the location of the owner and titleholder, publication of such notice may be made by publishing once each week for two consecutive weeks in a newspaper of general circulation in the Madison County area, and at the same time posting a notice on the front door of the residence or physically on the Property if no residence has been constructed. If, at the expiration of the thirty-day notice, the default has not been remedied, the penalty described above shall begin to accrue. Any legal action as described in this paragraph may be maintained independently of this paragraph, but may only be filed after the expiration of the thirty day notice and cure period. No delay or omission on the part of JSC in exercising any rights, power, or remedy herein, shall be construed as a waiver or acquiescence therein.

3. If any of the terms of this Declaration shall be held by a court of competent jurisdiction to be void or unenforceable, such judgment or decree shall in no way affect, modify, change, abrogate or nullify any of the remaining Declaration or terms not so expressly held to be void and the remaining parts of this Declaration shall remain in full force and effect. If any of the terms of this Declaration shall be held by a court of competent jurisdiction to be void or unenforceable by reason of the period of time herein stated for which the Declaration may be effective, such terms shall be reduced to a reasonable period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Iowa.

JSC PROPERTIES, INC.

By [Signature]
James S. Cownie, President

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 2nd day of April, 1999, before me a Notary Public in and for said County and State, personally appeared James S. Cownie, to me personally known, who being by me duly sworn did say that he is the President of said JSC PROPERTIES, INC., that no seal has been procured by the said corporation, and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said James S. Cownie acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.



[Signature]
Notary Public in and for the State of Iowa

CONSENT

The undersigned, Brad Nord and Sheila Nord, husband and wife, pursuant to that one certain Agreement dated APRIL 2, 1999, do hereby consent to and agree to be bound by all the terms, covenants, restrictions, and conditions set forth in this Declaration of Covenants, Conditions, and Restrictions.

[Signature]
Brad Nord

[Signature]
Sheila Nord

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 2nd day of April, 1999, before me, a Notary Public, personally appeared Brad Nord and Sheila Nord, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



[Signature]
Notary Public in and for the State of Iowa

EXHIBIT "A"

Parcel "A", located in the East Half of the Northeast Quarter of Section 3, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the Southeast corner of the Northeast Fractional Quarter of the Northeast Quarter of Section 3, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence South 0°00'00" West, 97.96 feet along the East line of the Southeast Quarter of the Northeast Quarter of said Section 3; thence South 89°31'34" West, 490.47 feet; thence North 0°22'40" West, 967.98 feet; thence South 82°55'45" East, 500.65 feet to a point on the East line of the Northeast Fractional Quarter of the Northeast Quarter of said Section 3; thence South 0°00'00" West, 1152.05 feet along the East line of the Northeast Fractional Quarter of the Northeast Quarter of said Section 3, to the Point of Beginning. Said Parcel contains 10.595 acres, including 0.846 acres of County Road right-of-way.