



Document 2009 3638

Book 2009 Page 3638 Type 06 039 Pages 4

Date 12/01/2009 Time 3:52 PM

Rec Amt \$24.00

INDX ✓

ANNO

SCAN

CHEK

LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

**DEED OF RESTRICTIONS**

**Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)

Jane E. Rosien, 223 E. Court Avenue, P.O. Box 67, Winterset, Iowa 50273-0067  
(515)-462-4912

1  
4

**Taxpayer Information:** (name and complete address)

Daniel J. and Lonna J. Nielsen, 1863 Earham Road, Winterset, Iowa 50273

**Return Document To:** (name and complete address)

Jane E. Rosien, 223 E. Court Avenue, P.O. Box 67, Winterset, Iowa 50273-0067  
(515)-462-4912

**Grantors:**

Daniel J. Nielsen  
Lonna J. Nielsen

**Grantees:**

**Legal Description:** See page 1.

**Document or instrument number of previously recorded documents:** N/A

**DEED OF RESTRICTIONS  
OF LONNA J. NIELSEN  
IN MADISON COUNTY, IOWA**

I, Lonna J. Nielsen, a married person, am now the fee simple owner and record titleholder of the following-described real estate:

**Parcel "F" a part of the West Half of the Southeast Quarter of Section 13, Township 76 North, Range 29 West of the 5<sup>th</sup> P.M., Madison County, Iowa as shown in the Plat of Survey filed October 28, 2009, in Book 2009 at Page 3227, in the Office of the Recorder of Madison County, Iowa.**



I am married to Daniel J. Nielsen. We the undersigned do 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 ingress and egress upon, along and under for a common private drive upon the south 650 feet of the real estate described as:

**Beginning at the Southeast Corner of the Southwest Quarter of the Southwest Quarter of said Section 13 thence South 89°58'29" West 41.40 feet along the South line of said Southwest Quarter of Southwest Quarter; thence North 00°33'24" East 918.96 feet along a line of Parcel "F"; thence North 00°04'27" West 439.03 feet to a point of the North line of Parcel "F"; thence North 89°58'29" East 31.27 feet to the Northeast Corner of Parcel "F"; thence South 00°04'27" East 1,357.94 feet to the Point of Beginning (hereinafter also referred to as the "subservient estate")**

for the benefit of the following described real estate:

**West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 13, Township 76 North, Range 29 West of the 5<sup>th</sup> P.M., Madison County, Iowa EXCEPT Parcel "F" described above (hereinafter also referred to as the "dominant estate").**

This common easement area is for access to the dominant real estate.

2. A perpetual right and easement is hereby dedicated for the purpose of installation and/or maintenance of utilities upon, along and under the entire subservient estate described above for the benefit of the dominant estate as described above. This common easement area is for the construction, installation, maintenance, repair, operation, inspection, patrol, removal and

replacement of electric and other utilities, including the lines and with equipment and accessories for the same and all necessary appurtenances as may be reasonably necessary for the convenient construction, repair, maintenance, operation, inspection, patrolling, replacement and removal of said utility services over, along, across and under said real estate.

3. There are two (2) existing wells that are connected with an existing well on the northern part of aforescribed Parcel "F". Said wells operate as a shared well system. The undersigned and any successor owner(s) of the dominant estate described above shall continue to have the right to the non-exclusive use of the shared well system and the water drawn therefrom. A perpetual right and easement is hereby dedicated for the purposes of maintenance, repair and/or replacement of the shared well system upon, along and under the area of the existing well system on the northern part of the aforescribed Parcel "F".

The undersigned have provided at their cost for the initial construction of the well system. Thereafter, the owners and successor owner(s) of the dominant estate and the aforescribed Parcel "F" shall separately pay for the cost of maintaining, repairing and/or replacing the accessory well lines running to their respective properties. The parties shall pay equally for the cost of maintaining, repairing and/or replacing the well head system including but not limited to the pump, pressure tank and electrical transmission system. The need for such maintenance, repair or replacement shall be determined jointly by the parties.

4. There is an existing stone house located upon Parcel "F" described above. The stone house shall at no time be torn down, demolished, destroyed, moved or removed from the real estate.

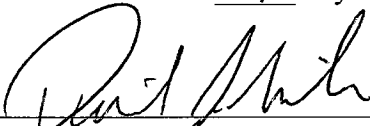
5. No successor owner(s) of Parcel "F" described above shall erect or permit erection of any building or structure of any kind nor permit any vegetation of any kind or permit any other activities which may interfere in any way with the rights granted to dominant estate.

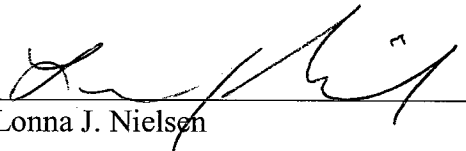
6. These covenants are perpetual, running with the land and shall be binding upon the owners their successors, legal representative and their assigns and all parties and persons claiming through or under them.

7. If any person shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, 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, and to prevent or enjoin him or them from so doing or recover damages for such violation.

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.

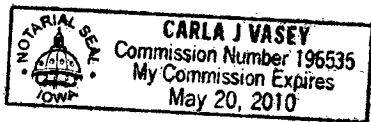
Dated this 17 day of November, 2009.

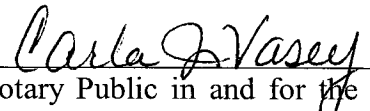
  
\_\_\_\_\_  
Daniel J. Nielsen

  
\_\_\_\_\_  
Lonna J. Nielsen

STATE OF IOWA :  
: SS  
MADISON COUNTY :

On this 17 day of November, 2009, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Daniel J. Nielsen and Lonna J. Nielsen, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged the same as his and her voluntary act and deed.



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