

DEED OF RESTRICTIONS

WHEREAS, Jerry L. Schwertfeger and Beth A. Schwertfeger, husband and wife, are the owners of the following-described real estate:

A tract of land in the Northwest Fractional Quarter of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty (30), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Northwest corner of Section 30, Township 76 North, Range 27 West of the 5th P.M.; thence South 00°00'00" 1178.46 feet along the West line of said Section 30 to the point of beginning; thence North 82°41'05" East 272.79 feet; thence North 52°04'00" East 270.27 feet; thence North 30°32'10" East 466.87 feet; thence North 90°00'00" East 768.70 feet to the East line of the Northwest Fractional Quarter of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 30; thence along said East line South 00°46'21" East 748.69 feet to the Southeast corner of the Northwest Fractional Quarter of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 30; thence along the South line of said Northwest Fractional Quarter of the Northwest Quarter (NW $\frac{1}{4}$) South 89°27'54" West 525.70 feet; thence departing said South line North 12°36'28" West 144.27 feet; thence South 90°00'00" West 496.07 feet; thence South 44°12'15" West 79.62 feet; thence South 90°00'00" West 390.98 feet to the West line of said Section 30; thence along said West line North 00°00'00" 66.82 feet to the point of beginning; said tract contains 16.172 acres, including 0.080 acres of public highway right-of-way;

WHEREAS, John B. Reed and Jane M. Reed, husband and wife, are purchasing a portion of said real estate from Schwertfegers;

WHEREAS, the parties do desire to establish restrictive covenants as to the use and occupancy of said real estate; and

WHEREAS, Schwertfegers may at some future date subdivide the remaining real estate owned by them into lots, which should be subject to these restrictive covenants.

The parties do hereby impose and subject said real estate to certain regulations, covenants, restrictions and easements as to the use and occupancy thereof as follows:

1293 BOOK 132 PAGE 244

REC \$ 30.00
AUD \$
R.M.F. \$ 1.00

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER ✓
RECORDED ✓
COMPARED ✓

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1. This deed of restrictions shall apply to all of the real estate described above, and to any subdivision thereof into lots. All future owners of such lots or tracts located on the above-described real estate shall be bound by this deed of restrictions as well as the parties hereto.

2. All lots or tracts within said real estate shall be used only for single-family residential purposes. No structure shall be erected on any lot or tract, except:

- a. The residential dwelling structure;
- b. Garage;
- c. Accessory buildings, other than garages, not in excess of 1,000 square feet.

Any residential dwelling erected shall be at least 2,000 square feet in area, not including the area of any attached garage, and shall have at least a two-car garage. No mobile homes, earth homes or modular homes shall be erected or placed on any of the lots within said real estate.

3. No lot or tract within any subdivision platted by Schwertfegers shall be further subdivided, except that a lot may be divided and sold to or with adjoining lots to increase their size. Reeds shall not divide the tract that they are purchasing into more than one tract. Lots within a subdivision platted by Schwertfegers shall contain a minimum area of two (2) acres.

4. No trailer, basement, tent, shack, garage, barn or other accessory building shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

5. No building shall be erected on any lot or tract unless the design and location is in harmony with the existing structures and locations located on said real estate and does not violate any of these protective covenants.

6. The titleholder of each lot or tract, vacant or improved, shall keep his lot or lots, or his tract or tracts, free of weeds and debris, and shall not engage in any activity which is a nuisance.

7. 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, 2004, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then-owners of the lots or tracts, it is agreed to delete the said covenants in whole or in part. No new or additional covenants shall be added unless all of the owners of the lots or tracts in said real estate agree in writing to any such additional covenants.

8. 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 lot or lots or any tract or tracts in the real estate 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. An action may be maintained against such person to recover for items for which such person is obligated to pay pursuant to this deed of restrictions.

9. 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.

10. A perpetual easement shall be granted to all owners of lots or tracts for a private drive for ingress and egress to said lots and for utility purposes, with the right to construct, maintain or remove electric light lines, telephone lines, poles, wires, conduits, water pipelines, drain tiles, sewer tile and other necessary installations. Schwertfegers shall pay the initial cost for the

construction of such private drive and water line to the traffic circle to be constructed on said real estate. Thereafter, each owner or owners of any tract or lot shall pay their pro rata share of the cost of maintenance and repair of such private drive and for snow removal, and for the maintenance and repair of such water line. Each owner or owners of any tract or lot shall pay for such maintenance, repair and snow removal as follows:

Such cost or costs shall be multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the total tracts or lots located within the above-described real estate.

Schwertfegers currently own one tract on which a home is constructed. Reeds are purchasing a second tract, upon which a home will be constructed. The remaining property owned by Schwertfegers shall be excluded from the above computation until such time as each tract or lot of the remaining property is sold to a third party. Each tract or lot owner shall be solely responsible for the construction, maintenance and repair of their own private driveway and water line located upon such tract or lot.

11. If any lot or tract owner decides to erect a fence upon his lot or tract, the total cost of installation of such fence shall be borne by said lot or tract owner as well as the cost of all future maintenance of the fence. No adjoining lot or tract owner shall be required to participate in the cost of the erection or maintenance of any fence. Any fence erected shall be the sole property of the lot or tract owner, and can be removed by such lot or tract owner at his discretion. Nothing in this paragraph shall be deemed to preclude a fencing agreement between adjoining lot or tract owners for erection and maintenance of a common fence; however, for any such common fence agreement to be enforceable upon future lot or tract owners, such fencing agreement must be in writing and filed on record in the Madison County Recorder's office in order

to apprise prospective purchasers of their obligations with respect to such fencing.

12. With respect to exterior partition fences, it shall be the responsibility and obligation of each lot or tract owner to maintain a lawful partition fence separating his lot or tract from adjoining unplatted real estate owned by any third party not an owner of any lot or tract within said real estate.

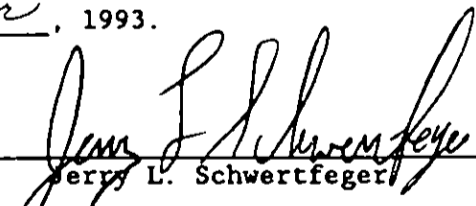
13. There is no common sewage system available for use within the real estate, and it shall be the responsibility of each of the owners of the respective lots or tracts within the real estate to provide a septic tank for use with the residence constructed upon each lot or tract.

14. No animals shall be kept or maintained on any of the lots or tracts in the real estate except ordinary household pets.

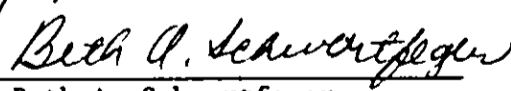
15. The lot or tract owners within said real estate may form a homeowner's association to provide for the repair and maintenance of the private driveway and the repair and maintenance of the water line serving the lots or tracts within said real estate.

16. In the event Sellers' remaining real estate is platted and subdivided into lots, Reeds agree to join in such platting and subdivision so that their tract becomes a lot within such subdivision. There shall be no cost to Reeds for such platting and subdivision proceedings.

Dated this 15 day of November, 1993.



Jerry L. Schwertfeger

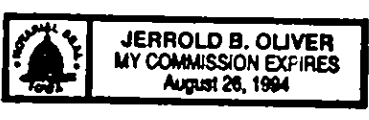


Beth A. Schwertfeger

John B. Reed
John B. Reed
Jane M. Reed
Jane M. Reed

STATE OF IOWA :
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MADISON COUNTY:

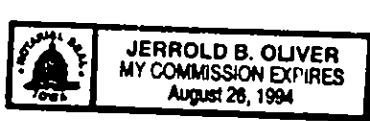
On this 16 day of Nov, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Jerry L. Schwertfeger and Beth A. Schwertfeger, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Jerrold B. Oliver
Notary Public in and for the State of Iowa

STATE OF IOWA :
:ss
MADISON COUNTY:

On this 16 day of Nov, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared John B. Reed and Jane M. Reed, 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.



Jerrold B. Oliver
Notary Public in and for the State of Iowa