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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

**DEED OF RESTRICTIONS
Recorder's Cover Sheet**

Preparer Information: Jerrold B. Oliver, 101 1/2 W. Jefferson, Winterset, IA 50273, Phone:
(515) 462-3731

Taxpayer Information: Steven C. Sawyers, PO Box 311, Winterset, IA 50273

Return Address: Jerrold B. Oliver, 101 1/2 W. Jefferson, Winterset, IA 50273

Grantors: Steven C. Sawyers

Grantees: Steven C. Sawyers

Legal Description: See Page 2

Document or instrument number if applicable:

2016 - 805

**DEED OF RESTRICTIONS
BIRCHWOOD ESTATES, PLAT NO. 4
AN ADDITION TO THE CITY OF WINTERSET,
MADISON COUNTY, IOWA**

Whereas, Steven C. Sawyers, Declarant, is the owner of the following described real estate:

See legal description attached

which real estate is being platted as Birchwood Estates, Plat No. 4, an Addition to the City of Winterset, Madison County, Iowa.

Said owner does hereby impose and subject said real estate to certain regulations, covenants, restrictions and easements as to the use and occupancy thereof, as follow;

1) All lots in said Plat shall be used in a manner consistent with the Winterset Zoning Ordinance. No structure shall be erected on any lot except single-family and two-family dwellings including townhouses, a garage as an accessory building or an accessory portion of the main building designed and used for the shelter of vehicles owned by the occupants of the main building, and certain other accessory buildings. No construction shall start on any such dwelling until the plans have been approved by the Declarant. No mobile homes or manufactured homes as defined by the Code of Iowa, earth homes or berm homes shall be erected or placed on any of the lots in said Birchwood Estates, Plat No. 4, to the City of Winterset, Madison County, Iowa. Motor homes, camper trailers, boats, motorcycles and other recreational vehicles shall not be stored on the premises unless the same are stored in a garage as permitted by these covenants. All dwellings must have a minimum of 1,400 square feet of finished area directly under the roof, exclusive of attached garages, breezeways, porches and finished basement areas.

2) All dwellings must have a minimum of a 5/12 pitched roof.

3) Building setback lines, as shown on the plat of record, shall be strictly followed and public easements, as shown on the recorded plat, are hereby reserved for installation and maintenance of such facilities as may be located within, on, under or over said easements.

4) No trailer, camper, truck, bus, boat, motor home or other similar type of recreational vehicle shall be parked or stored on any lot or street in said plat unless screened from view from public.

5) No structure shall be moved onto any lot in said plat.

6) No obnoxious or offensive trade shall be carried on upon any lot nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.

7) No exterior towers or antennas of any kind shall be constructed, modified, or permitted on the ground of any building lot, except as provided for herein. Reasonable television and radio antennas may be attached to the dwelling or garage provided the antenna's location shall be restricted to the rear of the house or garage, or to the rear of the rood ridgeline so as to be hidden from sight when viewed from the front street. A satellite dish antenna having a diameter of one meter or less may be placed on the rear of a building lot provided it is totally screened and not visible from street view.

8) Reasonable shrubbery or decorative fence or both shall, properly screen any dog run, trash receptacle, tool shed, or other outbuilding of like nature.

9) Construction of the dwelling must commence no later than 12 months from the transfer of ownership of a lot by the Declarant, and must be completed no later than 12 months following commencement of construction.

10) No lot in the Plat shall be further subdivided, except that a lot may be divided and

sold to or with adjoining lots to increase their size.

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

12) The titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris, and shall not engage in act activity which is a nuisance.

13) These covenants, restrictions and provisions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-one years after the date they are recorded in the Madison County Recorder's Office, and may be renewed for successive twenty-one year periods by recording a written notice as provided in Iowa Code §614.24, as amended. This Declaration may be amended by an instrument signed (a) by the Declarant as long as the Declarant owned a Lot primarily for resale purposes, or (b) by not less than fifty percent (50%) of the Lot owners if the Declarant does not own a Lot. Any amendment must be recorded.

14) If any party 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 in the subdivision 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.

15) 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.

16) If any lot owner decides to erect a fence upon his lot, the total cost of installation of such fence shall be borne by said lot owner as well as the cost of all future maintenance of the

fence. No adjoining lot 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 owner and can be removed by such lot owner at his discretion. Nothing in this paragraph shall be deemed to preclude a fencing agreement between adjoining lot owners for erection and maintenance of a common fence; however, for any such common fence agreement to be enforceable upon future lot owners, such fencing agreement must be in writing and filed for record in the Madison County Recorder's office in order to apprise prospective purchasers of their obligations with respect to such fencing. Setbacks are imposed as shown on the Final Plat.

17) No animals shall be kept or maintained on any of the lots in Birchwood Estates, Plat No. 4, to the City of Winterset, Madison County, Iowa, except ordinary household pets.

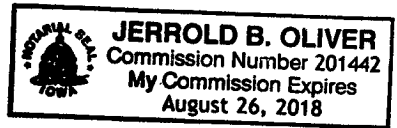
Dated this 8 day of April, 2016.

By Steve Sawyers
Steven C. Sawyers

STATE OF IOWA :
:SS
MADISON COUNTY :

On this 8 day of April, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven C. Sawyers, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

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



LEGAL DESCRIPTION:

A portion of Parcel "N" in the Southwest Quarter of the Northwest Quarter of Section 36, Township 76 North, Range 28 West of the 5th P.M., City of Winterset, Madison County, Iowa more particularly described as follows:

Beginning at the Southwest Corner of Lot 11, Block 4, Birchwood Estates Plat No. 1; thence North $89^{\circ}53'18''$ East 367.00 feet along the North line of Benton Street to a point on the South line of Lot 9, Block 5, Birchwood Estates Plat No. 1; thence South $00^{\circ}16'10''$ East 552.00 feet along the centerline of Block 10; thence South $89^{\circ}53'18''$ West 367.00 feet to the centerline of Block 11; thence North $00^{\circ}16'10''$ West 552.00 feet to the Point of Beginning containing 4.65 acres.