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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

This instrument prepared by and return to:

CHARLOTTE W. SUCIK, ABENDROTH AND RUSSELL LAW FIRM, 2560 – 73<sup>rd</sup> Street, Urbandale, Iowa 50322

Phone # (515) 278-0623

A&R File #29233-17-CWS (CWS)

## EASEMENT AND RESTRICTION AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That **Lighthouse Homeowners Association** (the "Grantor"), in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, grant, and convey unto **Ryan C. Clark** (the "Grantee"), a perpetual easement for use of Willow Street as access to Walnut Cove Lake, on and over the presently-existing roadway.

WHEREAS, **Lighthouse Homeowners Association** is a not-for-profit corporation duly existing in the State of Iowa, which maintains the common and limited common areas in the following-described real estate

**The East Half of the Northwest Quarter (E ½ NW ¼) of Section 25, except Parcel "A," located in the East ½ of the Northwest ¼ of said Section 25 containing 4.000 acres, as shown in Plat of Survey filed in Book 003, Page 292 on July 9, 1998 in the Office of the Recorder of Madison County, Iowa, AND the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) of Section 25, all in Township 77 North, Range 26 West of the 5<sup>th</sup> P.M., Madison County, Iowa**

AND WHEREAS, **Ryan C. Clark, a married person**, is the record titleholder of the following-described real estate:

**Parcel "A" in the East half of the Northwest Quarter of Section 25, Township 77 North, Range 26 West of the 5<sup>th</sup> P.M., Madison County, Iowa, as shown in a Plat of Survey filed in Book 003 at Page 292 on July 9, 1988, in the Office of the Recorder of Madison County, Iowa**

Locally known as 1427 Walnut Lane, Cumming, Iowa 50061.

AND WHEREAS, the properties of the aforementioned titleholders share a common boundary,

AND WHEREAS the purpose of this Agreement is to allow the Grantee, and successors in interest, to access Willow Street and Walnut Cove Lake and to set forth certain restrictions on the property owned by the Grantee.

IT IS AGREED that this agreement shall be subject to the following terms and conditions:

1. **RIGHT OF ACCESS:** Grantee shall have the right of access along Willow Street, in the normal course of use of a public roadway. The Grantee shall further have access to Willow Lane and Walnut Cove Lake and shall have rights of ingress and egress reasonably necessary to access the lake.
2. **USE RESTRICTIONS:**
  - (i) Within Parcel "A," no outbuilding can exceed 1800 square feet.
  - (ii) Within Parcel "A," no livestock (ii) or other animal of any kind shall be raised, bred, or kept in any Parcel or in any Common Area, except an Owner(s) shall be permitted to keep cats, dogs, or other usual household pets and to walk them, upon the Common Area, subject to rules and regulations adopted by the Association.
    - (a) Usual household pets include dogs, cats, fish, chickens, rabbits, and ducks. It does not include goats, llamas, cattle, sheep, horses, or any other large animal.
    - (b) Owners may keep up to ten chicken, ducks, or rabbits on their property.

- (c) Chickens, rabbits, and ducks will be caged and/or contained and will not free range. Free range is defined as freely roaming an owner's or adjacent owner's property while unsupervised. Coops/pens cannot be within 25 feet from any neighboring habitable structure. Coops/pens cannot be located within 15 feet of any property line.
  - (d) Roosters and drakes are not permitted in the HOA.
  - (e) Adequate food, water, space, and shelter shall be provided at all times. Coops shall be constructed, repaired, and maintained in a manner to prevent rodents from being harbored underneath or within the walls of the enclosures. Coops shall be built of solid materials such as wood, metal, or plastic. Each chicken will have a minimum of four square feet inside the coop. All feed and other items associated with the keeping of pets shall be protected in a manner to prevent rodents from gaining access or coming into contact with them. Waste will be disposed of properly within the confines of an owner's property.
3. HOMEOWNERS' ASSOCIATION: The Grantee shall be bound by certain terms and conditions of the Bylaws and Rules of the Lighthouse Homeowners Association, as set forth in paragraph (2), above. However, the Grantee shall not be required to pay association dues or fees and shall not become a member (voting or otherwise) of the Association.
4. RUNS WITH THE LAND: This easement and restrictive covenant is for the benefit of and is an appurtenance to the above-described land, or any portion thereof; shall run with the land; and shall be binding upon both parties, their successors, heirs, assigns, and grantees.

<p style="text-align: center;">STATE OF IOWA )</p> <p style="text-align: center;">COUNTY OF <u>POLK</u> ) SS:</p> <p>On this <u>18<sup>th</sup></u> day of <u>April</u>, 2017, before me the undersigned, a Notary Public in and for said State, personally appeared <b>Ryan C. Clark and Summer M. Clark, a married couple</b>, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that those persons executed the same as their voluntary act and deed.</p> <p style="text-align: center;"><i>Elaine Johnson</i> Notary Public in and for said State</p>	<p>Dated: <u>4/18/17</u>, 2017</p> <p style="text-align: center;"><i>Ryan C. Clark</i> _____ Ryan C. Clark</p> <p style="text-align: center;"><i>Summer M. Clark</i> _____ Summer M. Clark</p>
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