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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

Covenant Addenda 1 + 2  
Type of Document

**PREPARER INFORMATION:** (name, address, phone number)

Elizabeth L. Berry  
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✓ Elizabeth L. Berry  
2286 24rd Ct  
Winterset IA 50273  
515-468-0222

**GRANTOR:** (name)

Millstream Country Estates

**GRANTEE:** (name)

**LEGAL DESCRIPTION:** (if applicable)

See page: 16-75-27- Millstream Country Ests

**Document or instrument of associated documents previously recorded:**

(if applicable) Deed of Restrictions - Millstream Country Estates - Madison IA  
1999 - 4733

**Separate Agreement with Current owner Clarence Fisher of Lots 3 & 4  
May 2, 2017 (original drafted April 4, 2012 ) – Addenda 2**

For the duration of the covenants of Millstream Country Estates and the duration of time that Clarence Fisher owns Lots 3 and 4 and Lot 3 remains undeveloped, the below lot owners agree that Clarence Fisher will pay an equal share of the road maintenance expenses with the other lot owners as defined in the covenants and amendment 1. Clarence Fisher will have one (1) vote on any Association business.

For consideration in this agreement Clarence Fisher agrees to maintain, at his own cost, a portion of the private road referenced in item 10 of the attached covenants of Millstream Country Estates. The portion of the private road to be maintained by Clarence Fisher will commence approximately 753 feet to the west of Millstream Ave and continue to his driveway.

This agreement shall be binding on any future owners of Lots 1, 2, 5, 6.

In the event that Lot 3 is sold by Clarence Fisher this agreement will become null and void.

In the event that Lot 3 and Lot 4 are sold together this agreement will be transferred to the new owner(s). The new owner(s) may terminate this agreement at anytime and defer to section 10 of the attached revisions of deed restrictions.

Owners Lot 1 (Jobe)	<u>Vonna Ojke</u>	<u>5/2/2017</u>
Owners Lot 2 (Gilliland)	<u>Sean Gilliland</u>	<u>5/2/2017</u>
Owners Lot 3 (Fisher)	<u>Clarence Fisher</u>	<u>5/2/2017</u>
Owners Lot 4 (Fisher)	<u>Clarence Fisher</u>	<u>5/2/2017</u>
Owners Lot 5 (Berry)	<u>Tom Berry</u>	<u>5/2/2017</u>
Owners Lot 6 (Mapes)	<u>Bob Mapes</u>	<u>5-2-2017</u>

Revisions to Deed of Restrictions – Millstream Country Estates  
Madison County, Iowa  
May 2, 2017-Addenda 1 (Original Drafted April 4, 2012)

10. A perpetual easement for a private drive and utility purposes with the right to construct, maintain and remove electric light lines, telephone lines, poles, wires, conduits, water pipe lines, drain tiles, sewer tile and other necessary installations is hereby granted to all lot owners together with the right of ingress and egress by, through, over and to the following described real estate:

Area designated on plat as private access road.

Developers Patrick F Corkrean, Nancy M Corkrean, and Peter J Corkrean, shall pay for and provide the initial construction of the private drive. Thereafter, the owners of lots of Millstream Country Estates shall pay for the cost of maintenance and repair of said private drive, and snow removal for said private drive, with the owners of each lot paying an equal share of the costs of such maintenance, repair and snow removal costs. A proposal must be presented to all lot owners with voting rights. The majority vote will decide as to the need for and cost of any needed maintenance, repair or snow removal, and the decision of the majority of said lot owners shall be binding upon all the owners of lots.

Owner of Lot 6 shall be released from the obligation of paying an equal share of the road repair cost, and be released from their voting rights in regard to the maintenance of the private drive. The owner of Lot 6 will not be assessed an annual dues. If for any reason the owner of Lot 6 decides to move the existing personal drive from the home, existing building or new buildings and gain access from the private drive this addition to the covenants will become null and void and the owner of Lot 6 will honor the original covenants and attached separate agreement as written. All other covenants and voting rights in regard to the covenants stand as written.

Owners Lot 1 (Jobe)	<u>Vanna Jobe</u>	<u>5/2/2017</u>
Owners Lot 2 (Gilliland)	<u>Jan Gilliland</u>	<u>5/2/2017</u>
Owners Lot 3 (Fisher)	<u>Debra</u>	<u>5/2/2017</u>
Owners Lot 4 (Fisher)	<u>Debra</u>	<u>5/2/2017</u>
Owners Lot 5 (Berry)	<u>Tou Berry</u>	<u>5/2/2017</u>
Owners Lot 6 (Mapes)	<u>Todd Mapes</u>	<u>5.2.2017</u>