



Document 2017 3302

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Rev Transfer Tax \$439.20  
Rev Stamp# 452 DOV# 461

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ANNO  
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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK



**WARRANTY DEED**  
(CORPORATE/BUSINESS ENTITY GRANTOR)  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 335  
Recorder's Cover Sheet

\$275,000

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

Mark L. Smith, POB 230, Winterset, IA 50273, (515) 462-3731

*Handwritten initials*

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

Tyler Orin and Elizabeth DeEtte Mann, 7011 Deerview Drive, Urbandale, IA 50322

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

Escrow Professional Co., 1401 - 50th Street, Ste. 105, West Des Moines, IA 50266

**Grantors:**

Salow Jared Farms, L.L.C.

**Grantees:**

Tyler Orin Mann and Elizabeth DeEtte Mann

**Legal description:**

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



**WARRANTY DEED  
(CORPORATE/BUSINESS ENTITY GRANTOR)**

For the consideration of -----\$275,000.00----- Dollar(s) and other valuable consideration, Salow Jared Farms, L.L.C., a(n) Limited Liability Company organized and existing under the laws of IOWA does hereby Convey to Tyler Orin Mann and Elizabeth DeEtte Mann, Husband and Wife, as Joint Tenants with full rights of survivorship and not as Tenants in Common,

the following described real estate in MADISON County, Iowa: Parcel "F" located in the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 15, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, containing 12.07 acres, as shown in Plat of Survey filed in Book 2017, Page 299 on January 26, 2017, in the Office of the Recorder of Madison County, EXCEPT that part thereof located in the East 20 acres of the Southeast Quarter (SE 1/4) of said Section 15, subject to a Boundary Line Agreement filed in Book 045, Page 456 on December 28, 1998, in the Office of the Recorder of Madison County, Iowa;



AND,  
See Deed of Restrictions Attached.

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated on X 10/19/17

Salow Jared Farms, L.L.C., a(n) Limited Liability Company

By [Signature]  
Glen Salow, Member-Manager

By \_\_\_\_\_

STATE OF IOWA, COUNTY OF Madison 2017  
This record was acknowledged before me on October 19, by Glen Salow

as Member-Manager  
of Salow Jared Farms, L.L.C.



[Signature]  
Signature of Notary Public

## DEED RESTRICTIONS

- 1) **First Right of Refusal.** Before Buyers may sell the real estate listed in this Warranty Deed to a Third Party, Buyers shall first offer said real estate to Seller on the same terms and conditions as are offered by the Third Party. Said Notice from the Buyers shall be in writing and mailed return receipt to Seller. This right to repurchase the subject property shall remain as a property right for the benefit of the Seller until either exercised or terminated in writing by the Seller within 20 days receipt of the Notice from Buyers. Said response shall be filed with the Madison County Recorder. The Seller will have One Hundred and Eighty Days to perform and execute on the repurchase if the offer to repurchase is accepted.
- 2) **Option to Repurchase.** The Buyers shall have 10 years to construct a single-family dwelling on the subject property. If after 10 years from the date of sale no single-family dwelling has been built, Seller will have the option to repurchase the property at the original sale price. Seller shall have One Hundred and Eighty Days to perform on this option or terminate said option. Notice of Sellers decision shall be in writing and in a recordable format.
- 3) **No alteration or impact to the natural drainage of the landscape, other than that which is reasonably necessary to construct the required single-family dwelling on subject property, shall be permitted.**
- 4) **No subdividing of any kind of the subject property shall be permitted.**
- 5) **No use of off highway vehicles such as ATV's and UTV's on the subject property, other than for the use of maintenance to the property, shall be permitted.**
- 6) **No raising, sheltering or caring for any production livestock on the property shall be permitted.**
- 7) **No more than 2 pets shall be allowed on the subject property, with exception of cats. No kenneling or boarding of animals for fee is allowed on the subject property. Buyers are allowed to have no more than 5 horses on the property for personal use.**
- 8) **The single-family dwelling to be built will have a minimum size of 1800 finished square feet above ground or grade and shall be the landowner's primary residence.**
- 9) **No personal or commercial business, with exception of home office no bigger than 200 finished square feet, shall be allowed on the subject property. Buyers are allowed to sell decorative cakes and cupcakes from the residence, in a non-commercial capacity.**
- 10) **Invalidation of any one these deed restrictions by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.**

**These deed restrictions shall run with the land and be binding upon successors and assigns. Any deed restriction listed herein can be waived or amended at any time with the express written consent of Salow Jared Farms LLC.**