

RESTRICTIVE COVENANTS

We, Quendy Sweeney and Bradley Sweeney, husband and wife, are now the fee simple owners and record titleholders of the following described real estate:

That part of the North Half of the Northwest Quarter of Section 2, Township 74 North, Range 26 West of the 5th P.M., Madison County, Iowa, described as follows:

Beginning at the Northwest corner of said Section 2; thence North 85 degrees 48 minutes 48 seconds East, 1479.30 feet along the North line of said Section 2; thence South 00 degrees 24 minutes 08 seconds East, 897.90 feet; thence South 56 degrees 52 minutes 50 seconds West, 40.59 feet; thence South 59 degrees 34 minutes 04 seconds East, 222.88 feet; thence South 82 degrees 31 minutes 08 seconds East, 82.79 feet; thence South 28 degrees 43 minutes 28 seconds East, 56.14 feet; thence South 53 degrees 59 minutes 46 seconds West, 262.37 feet; thence South 84 degrees 37 minutes 35 seconds West, 480.52 feet; thence North 00 degrees 26 minutes 40 seconds East, 273.73 feet; thence North 49 degrees 03 minutes 30 seconds West, 415.97 feet; thence South 58 degrees 49 minutes 04 seconds West, 452.39 feet; thence South 20 degrees 04 minutes 39 seconds East, 52.16 feet; thence South 85 degrees 48 minutes 48 seconds West, 377.39 feet to the West line of said Section 2; thence North 00 degrees 02 minutes 20 seconds West, 948.66 feet to the Point of Beginning, having an area of 34.12 Acres including 4.53 Acres of Road Easement.

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

1. The above described real estate and any lots, tracts or parcels into which the above such real estate may be divided shall be used only for single-family residential purposes. The residential dwelling structure shall be at least one thousand eight hundred (1800) square feet in a single level home and two thousand four hundred (2400) square feet in a two story home, of habitable, finished living area within the dwelling not limited to the main entry level, but excluding from this minimum area the portion of the structure used as a basement or as an unfinished portion of the structure. No mobile homes, manufactured homes or modular homes of any kind at any time shall be erected or placed on any of said lots, tracts, or parcels. All

residential dwelling structures shall have a concrete foundation with a full basement. For the purposes of these Restrictive Covenants the following definitions shall apply:

a. "Mobile home" means any vehicle without motive power used or so manufactured or constructed as to permit its conveyance upon the public streets and highways and so designed, constructed, or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons; but shall also include any such vehicle with motive power not registered as a motor vehicle in Iowa.

b. "Modular home" means a factory-built structure which is manufactured to be used as a place of human habitation, is constructed to comply with the Iowa state building code and may display the seal issued by the state building code commissioner.

c. "Manufactured home" means a factory-built structure built under the authority of 42 U.S.C. § 5403, that is required by federal law to display a seal from the United States Department of Housing and Urban Development, and was constructed on or after June 15, 1976.

2. The requirements contained in the Madison County Zoning Ordinances as to lot area, width and yard requirements shall apply to all lots, tracts or parcels.

3. Any lots, tracts or parcels into which the above described real estate is divided may be further divided in compliance with the Subdivision Ordinances and Zoning Ordinances of Madison County, Iowa.

4. 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.

5. No building shall be erected on any parcel unless the design and location is in harmony with the existing structures and locations in the tract and does not violate any of these restrictive covenants.

6. No building shall be erected on any building parcel unless the design and location is in harmony with the existing structures and locations in the tract and does not violate any of these protective covenants. No semi-trailers, storage containers, or shipping containers are permitted on any parcel.

7. No building including a residential dwelling unit may be moved or relocated onto any lot.

8. The titleholder of each parcel, vacant or improved, shall keep his parcel or parcels free of weeds, junk, non-working cars and trucks, equipment, machinery and debris, and shall not engage in any activity which is a nuisance. No equipment, machinery, non-working vehicles, or tractors can be left outside in view from any other lot.

9. 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, tract or parcel 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.

10. Invalidation of any one these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

11. If any lot, tract or parcel owner decides to erect a fence upon his lot, tract or parcel, the total cost of installation of such fence shall be borne by said lot, tract or parcel owner as well as the cost of all future maintenance of the fence. No adjoining lot, tract or parcel 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, tract or parcel owner and can be removed by such lot, tract or parcel owner at his discretion. Nothing in this paragraph shall be deemed to preclude a fencing agreement between adjoining lot, tract or parcel owners for erection and maintenance of a common fence, however, for any such common fence agreement to be enforceable upon a future lot, tract or parcel owners, such fencing agreement must be in writing and filed of record in the Madison County Recorder's Office in order to apprise prospective purchasers of their obligations with the respect to such fencing.

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

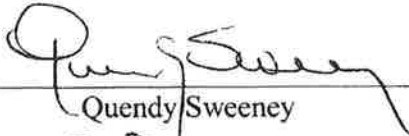
13. No animals shall be kept or maintained on any of the parcels, except ordinary household pets. No more than two dogs or cats, shall kept on any parcel. No more than ten chickens shall be permitted on any parcel. No dug runs shall be permitted.

14. No hog confinement, nursery or finishing structure, cattle finishing structure, or raising horses shall be erected on any of the above described lots, tracts or parcels.


15. No dirt bikes, ATV's or UTV's shall be used on the parcels unless used for work on any parcel. No tracks for dirt bikes, ATV's or UTV's shall be permitted.

16. All houses must be completed after the start of construction of such houses and outbuildings within twelve (12) months.

Dated this 25 day of February, 2022.



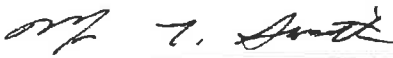
Quendy Sweeney



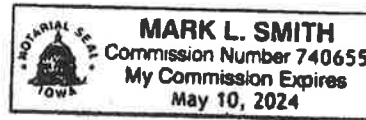
Bradley Sweeney

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 25th day of February, 2022, by Quendy Sweeney and Bradley Sweeney.



Notary Public in and for said State of Iowa



Preparer by and

Return to: Mark L. Smith, P.O. Box 230, Winterset, Iowa 50273; 515-462-3731

**FIRST AMENDMENT TO
RESTRICTIVE COVENANTS FOR
SWEENEY ACRES SUBDIVISION**

This Amendment to the Restrictive Covenants for Sweeney Acres Subdivision is made on the date set forth below by Bradley W. Sweeney and Quendy Sweeney, Trustees of the Bradley Sweeney Living Trust Dated October 14, 2015, and by Quendy Sweeney and Bradley W. Sweeney, Trustees of the Quendy Sweeney Living Trust Dated October 14, 2015 (hereinafter Proprietors):

1. Proprietors are the outright owners of all Lots in Sweeney Acres Subdivision.
2. Proprietors hereby amend said Restrictive Covenants by adding the following Covenants as follows:
 - A. Cattle shall be allowed on Lots 5 and 9 in said subdivision, until such lots are sold by the Proprietors to a third party.
 - B. Any party that builds on Lots 1, 2, 3, 4, 5 or 6 after the driveway has been installed, shall pay for any repairs or maintenance needed to the driveway to bring the driveway back into the condition it was in prior to the damage caused to it by them, their contractors or subcontractors.
 - C. Annually maintenance, repair or snow removal expenses to the driveway shared by Lots 1, 2, 3, 4, 5 and 6 shall be split in the following percentages:
 - Lot 1 = 10%
 - Lot 2 = 13%
 - Lot 3 = 20%
 - Lot 4 = 24%
 - Lot 5 = 20%

Lot 6 = 13%

- D. Lot 8 is hereby burdened with an easement for ingress and egress to Lot 9 over the currently existing driveway.
- E. No barndominiums, morton type buildings, or metal buildings of any kind with living quarters in them are allowed.
- F. For so long as Proprietors own any Lot in the subdivision, they shall have the authority and ability to amend the Restrictive Covenants at any time. At such time as all the Lots are sold and the Proprietors have no interest in any Lot, the Restrictive Covenants shall only be amended by a vote of 75% of all Lot owners.
- G. If any Party is sued for violating any of the Restrictive Covenants, the winning party in Court shall be awarded court costs and attorney's fees.

3. In all other respects the Restrictive Covenants for Sweeney Acres Subdivision are hereby ratified and confirmed.

Dated this 9th day of June, 2022.

BRADLEY SWEENEY LIVING TRUST
DATED OCTOBER 14, 2015

By *Bradley W. Sweeney*
Bradley W. Sweeney, Trustee

By *Quendy Sweeney*
Quendy Sweeney, Trustee

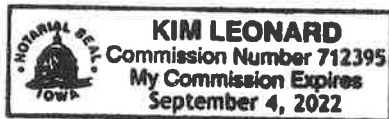
QUENDY SWEENEY LIVING TRUST
DATED OCTOBER 14, 2015

By *Quendy Sweeney*
Quendy Sweeney, Trustee

By *Bradley W. Sweeney*
Bradley W. Sweeney, Trustee

STATE OF IOWA, COUNTY OF MADISON:

This instrument was acknowledged before me on this 9th day of June, 2022, by Bradley W. Sweeney and Quendy Sweeney.



Kim Leonard
Notary Public in and for State of Iowa