

**RESTRICTIVE COVENANTS  
OF LIMESTONE ESTATES SUBDIVISION  
IN MADISON COUNTY, IOWA**

I, Donald J. Lynch, a single person, is now the fee simple owner and record titleholder of the following-described real estate:

**A parcel of land in the West Half (W2) of the Southeast Quarter (SE3) of Section Twenty-five (25), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows:**

**Beginning at the South Quarter Corner of Section Twenty-five (25), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence North 001 02' 45" East 1,325.91 feet to the Northwest Corner of the Southwest Quarter of the Southeast Quarter of said Section Twenty-five (25); thence continuing North 00102' 45" East 996.61 feet; thence South 89107' 42" East 1073.23 feet; thence South 02133' 14" East 371.41 feet; thence South 47134' 20" West 43.01 feet; thence South 86113' 47" West 105.08 feet; thence South 02113' 28" East 106.00 feet; thence South 86155' 59" East 97.30 feet; thence South 01145' 07" West 471.16 feet to the North line of the Southwest Quarter of the Southeast Quarter of said Section Twenty-five (25); thence South 89131' 06" East 280.70 feet to the Northeast Corner of said Southwest Quarter of the Southeast Quarter; thence South 00141' 37" East 1,327.85 feet to the Southeast Corner of said Southwest Quarter of the Southeast Quarter; thence North 89126' 44" West 1,338.61 feet to the Point of Beginning. Said parcel contains 64.464 Acres including 3.247 Acres of County Road Right-of-Way.**

The undersigned owner 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. All subdivision lots (hereafter parcels) shall be used only for single-family residential purposes. All house plans including blueprints, floor plans and construction specifications shall be first approved by the undersigned or his successor or assign prior to the commencement of any construction activity on the project. The residential dwelling structure shall be at least one thousand five hundred (1500) square feet in habitable, finished living area within the dwelling not limited to the main entry level, but excluding from this minimum area that portion of the structure used as a basement or as an unfinished portion of the structure. Each residence shall have an attached garage with sufficient square footage to hold at least two (2) mid-sized

automobiles. No mobile homes of any kind at any time shall be erected or placed on any of said parcels. Modular homes and manufactures homes shall be permitted to be erected or placed on these parcels, but all residential dwelling structures shall have a concrete foundation with a full basement. For the purpose of this 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 it being used as a 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.

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 for modular factory-built structures, and must display the seal issued by the estate building code commissioner.

c. *Manufactured home* means a factory-built structure used as a place for human habitation, but which is not constructed to equipped with a permanent hitch or other devise allowing it to be moved other than for the purpose of moving to a permanent site, and which does not have permanently attached to its body or frame any wheels or axles.

No hog confinement, nursery or finishing structure, cattle finishing structure, poultry laying or raising houses shall be erected on any of the above described parcels.

2. The requirements contained in the Madison County Zoning Ordinance as to lot area, width and yard requirements shall apply to all parcels. A setback of fifty (50) feet from all streets, roads and private drives shall apply.

3. The parcels described above may be further subdivided in compliance with the Subdivision Ordinance and Zoning Ordinance 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 including a residential dwelling unit may be moved or relocated onto any lot, except for storage sheds whose gross floor square feet is less than two hundred (200) square feet, unless all lot owner(s) within the subdivision agree in writing prior to such move.

7. The titleholder of each parcel, vacant or improved, shall keep their parcel or parcels free of weeds and debris, and shall not engage in any activity which is a nuisance.

8. These covenants are to run with the land, and shall be binding on all parties and persons claiming through or under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by a vote of the majority of the then owners of the parcels, it is agreed to delete said covenants in whole or in part. No new or additional covenants shall be added unless all of the owners of said parcels agree in writing to any such additional covenants.

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 parcel or parcels 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 of 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 parcel owner decides to erect a fence upon his parcel, the total cost of installation of such fence shall be borne by said parcel owner as well as the cost of all future maintenance of the fence. No adjoining 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 parcel owner and can be removed by such parcel owner at his discretion. Nothing in this paragraph shall be deemed to preclude a fencing agreement between adjoining parcel owners for erection and maintenance of a common fence, however, for any such common fence agreement to be enforceable upon future Parcel owners, such fencing agreement must be in writing and filed

on record in the Madison County Recorder's office in order to apprise prospective purchasers of their obligations with respect to such fencing.

12. With respect to exterior partition fences it shall be the responsibility and obligation of each parcel owner to maintain a lawful partition fence separating his parcel from adjoining unplatted real estate.

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

14. No animals shall be kept or maintained on any of the parcels except ordinary household pets; provided, however, that each lot shall be allowed to maintain thereon one (1) horse for each acre of lot area calculated to the nearest whole acre of the lot. In all events no more than six (6) horses may be kept and/or maintained at any time on any parcel. Ducks and geese shall be permitted on any parcel upon which a pond is located or later constructed.

Dated this \_\_\_\_ day of July, 2004.

\_\_\_\_\_  
Donald J. Lynch

STATE OF IOWA :  
 : ss  
MADISON COUNTY :

On this \_\_\_\_ day of July, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Donald J. Lynch, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged the same as his voluntary act and deed.

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Notary Public in and for the State of Iowa