

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that Stephen J. Berscheid and Jean LaVonne Berscheid, husband and wife, of Mills County, State of Iowa, in consideration of the sum of One Dollar (\$1.00), in hand paid and other valuable consideration, and as part of, and in connection with the filing of the plat of Stephanie Acres, Glenwood, Iowa, do hereby establish as restrictive covenants, easements, and conditions for the use of said property, said restrictive covenants, easements and conditions to run with the land and to be binding upon ourselves, our heirs, and assigns, and upon the owners, their heirs, and assigns of any and all of the Lots in the said real estate in the Stephanie Acre Subdivision, the following:

(a) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time shall be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

(b) No building shall be erected on any Lot unless the design and location is in harmony with existing structures and locations in the tract and does not violate any protective covenants. In any case no dwelling shall be permitted on any Lot described herein, having a ground floor square foot area of less than 1000 square feet.

(c) Titleholder of each Lot, vacant or improved, shall keep his Lot or Lots free of weeds and debris.

(d) No obnoxious or offensive trade shall be carried on upon any Lot, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the neighborhood.

(e) These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until September 1, 2005, at which time said covenants may be extended for successive periods of 10 years by written action of the majority of the then owners of the Lots filed of record in Mills County, Iowa.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein it shall be lawful for any other person or persons owning any of the Lots in said development of Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court orders shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 26 day of August, 1980.

Stephen J. Berscheid
Stephen J. Berscheid

Jean LaVonne Berscheid
Jean LaVonne Berscheid

STATE OF IOWA)
) SS:
COUNTY OF MILLS)

We, Stephen J. Berscheid and Jean LaVonne Berscheid, husband and wife, being first duly sworn on oath depose and state that we are the record owners of Stephanie Acres; that we have read the foregoing Restrictive Covenants and have executed the same as our voluntary act and deed for the purposes therein expressed.

Stephen J. Berscheid
Stephen J. Berscheid

Jean LaVonne Berscheid
Jean LaVonne Berscheid

Subscribed in my presence and sworn to before me by Stephen J. Berscheid and Jean LaVonne Berscheid, husband and wife, on this 26 day of August, 1980.

James A. Thomas
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

James A. Thomas

