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Taxpayer Information:	Alan K. Claghorn and Karey L. Claghorn, 15630 173 <sup>rd</sup> Ave., Milo, IA 50166
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### **PROTECTIVE COVENANTS**

#### **KNOW ALL MEN BY THESE PRESENTS:**

**WHEREAS, Alan K. Claghorn and Karey L. Claghorn, (hereinafter referred to as, "Owners")** are the owners of the following described real estate, to-wit:

***The Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section 23, Township 75 North, Range 23 West of the 5<sup>th</sup> P.M., Warren County, Iowa;***

**WHEREAS,** the above-named Owners of said real estate desire to restrict and regulate the use of said real estate, including but not limited to, the erection and use of buildings and structures on the property and the population density on said real estate. Wherefore, said Owners hereby covenant as follows:

1. That the above-described real estate shall be known, described and used solely as residential lots, with no public or commercial purposes allowed thereon, and further, that no structure(s) shall be erected on any lot, other than one single-family dwelling, with said dwelling not to exceed two and one-half (2 ½) stories in height. And further, no lot purchased from the said Owners shall be subdivided.
2. That no home shall be erected on any lot within fifty (50) feet of the front line or within fifty (50) feet of any side lot line unless the adjoining lots are owned by the same individual or entity. The lots may not thereafter be sold such that the owner of a lot has a dwelling within fifty (50) feet of a lot line of a lot owned by another person or entity.
3. That no dwelling shall be erected that does not allow for at least 1600 square feet of living space, excluding garage area.
4. That all homes shall be connected to the Warren County Rural Water system, provided, however, a well may be dug for livestock and horticultural purposes only.

5. That all of the utility service lines shall be placed under ground, whether to the residence or outbuildings or wells.

6. That each owner is responsible and shall cooperate in building the boundary line fences if the adjacent property requests that a fence be put in place. The adjacent property owners shall divide the cost of the fence and shall jointly maintain the fence in the future. Such fences built shall be a statutory fence as set out in Section 359A of the Iowa Code.

7. That the titleholder of each lot, vacant or improved, shall keep his lot free of weeds and debris and shall cut and destroy weeds in accordance with the statutes of the State of Iowa and the ordinances and rules of Warren County, Iowa.

8. That no mobile home or mobile home composed of mobile home components of the same or lesser quality as a mobile home nor shall any factory built home be permitted on any lot.

9. That no trash, junk cars, or any other refuse may be thrown or dumped on any lot and each owner of a lot is required to keep said lot in a presentable condition, and any non-burnable refuse must be hauled away for disposal.

10. No owner, their assigns, or personal representatives, lessee, or other person shall keep hogs. That no animal shelter, boarding kennel, nor commercial kennel, nor commercial breeder of dogs and cats shall be permitted nor shall any lot owner, their assigns, personal representatives, lessees or other persons keep more than three breeding dogs or cats nor engaged in any activities which are required to be licensed or certified under Chapter 162 of the Iowa Code.

No exotic animals including but not exclusively the feline and canine animals, (except domestic cats and dogs), bear, buffalo, elk, llamas, ostriches, emus as well as all of the reptile family shall not be kept on any of said lots as pets or for commercial purposes.

11. No barn or other outbuildings shall be placed on said lot within 50 feet of any residence of any adjacent lot.

12. That no obnoxious or offensive trade may be carried on upon any lot, nor shall anything be done thereon which might become an annoyance or nuisance to the neighborhood.

13. That these covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the 1st day of ~~January~~, 2037, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of said lots, it is agreed to change said covenants in whole or in part.

14. 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 before ~~January 1~~, 2037, it shall be lawful for any person or persons owning any other lots in said development or subdivision to prosecute in proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, either to prevent him or them from doing so or to recover damages or other dues for such violation.

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

**THE FOREGOING STIPULATIONS AND RESTRICTIONS AND CONDITIONS** are imposed for the benefit of each and every parcel of land as described herein and shall constitute covenants running with the land; and the vendor, its successors, and assigns, and any other person owning a portion of the real estate described above may prosecute by proceedings at law or in equity to prevent or remedy the violation, but such restrictions and conditions shall remain in force only if provided above.

IN WITNESS WHEREOF, we have hereunto set my hands this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Alan K. Claghorn

\_\_\_\_\_  
Karey L. Claghorn

**STATE OF IOWA, WARREN COUNTY, ss:**

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the Undersigned, a Notary Public in and for the State of Iowa, personally appeared ALAN K. CLAGHORN and KAREY L. CLAGORN, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.