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PROTECTIVE COVENANTS FOR THE REPLAT OF
SUNSHINE ADDITION PHASE II SHELDON, IOWA

WHEREAS, the City of Sheldon, Iowa, a municipal corporation in the State of Iowa, has subdivided and platted certain real estate known as the Replat of Sunshine Addition Phase II Sheldon, Iowa legally described as follows, to-wit:

A parcel of land located in the Southeast Quarter (SE $\frac{1}{4}$) of Section 31, Township 97 North, Range 42 West of the 5th P.M., Sheldon, O'Brien County, Iowa, described as follows:

Beginning at the Northwest corner of Lot 3, Block 3, Sunshine Addition; thence North 00°55'33" West 1053.11 feet; thence North 40°51'18" West 222.35 feet; thence North 17°23'41" East 117.60 feet; thence South 40°51'19" East 701.03 feet; thence South 00°55'05" East 281.37 feet; thence South 38°57'38" West 28.12 feet; thence South 00°55'05" East 500.00 feet; thence North 90°00'00" West 326.11 feet to the point of beginning, containing 8.18 acres.

WHEREAS, part of the above described real estate was originally platted as Sunshine Addition Phase II. The original Protective Covenants for Sunshine Addition Phase II are hereby vacated and declared null and void. The real estate in Sunshine Addition Phase II has been included in the Replat of Sunshine Addition Phase II and is now known as such, and

WHEREAS, the City of Sheldon, Iowa desires for the mutual benefit and protection of future owners of said above described real estate located in the Replat of Sunshine

Addition Phase II Sheldon, Iowa, to attach certain terms and conditions to the use of said property.

NOW, THEREFORE, the following stated covenants and restrictions are hereby imposed:

1. All lots described herein shall be known, described and used solely for residential lots and no structure shall be erected on any residential building lot other than on detached, single-family dwelling unless noted on plat and must have a 2-car attached garage for each family dwelling within 2 years after initial construction.

2. No building shall be erected on any residential building lot nearer than 25 feet to the front lot line.

3. No trailer, basement, tent, shack, garage, barn, or other out-building shall be erected on any lot or at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

4. 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 square foot area of less than 1,000 square feet. Such building may be mono-level, bi-level, or tri-level, one or one and a half story structure, but a full two-story building shall be no less than 600 square foot per floor.

5. Title holder of any lot, vacant or improved, shall keep lot or lots free of weeds and debris.

6. No obnoxious or offensive trade shall be carried on upon any lot nor shall anything be done there on which may be or become any annoyance or nuisance to the neighborhood.

7. No tractor, truck, commercial vehicle, race car, semi-trailer or other motor vehicle that can not be stored in an ordinary car garage shall be kept on any said lots. No repair, renovation or restoration of any type of vehicle, except that which is personally owned and titled in the lot owners name, shall be allowed on said premises; and then only within owners garage.

8. Construction of the exterior building surface must be completed within one (1) year of the date construction commenced.

9. Invalidation of any one of these covenants by judgments or court order shall in no way affect any of the provisions which shall remain in full force and effect.

10. Perpetual easements are reserved as shown on the recorded plat for the Replat of Sunshine Addition Phase II.

11. No hedge like planting shall be permitted to grow in excess of four (4) feet nor a fence erected of more than four (4) feet on any front or side year or lot line, and no more than eight (8) feet around any rear yard or lot line.

12. Sidewalks are required and will be maintained in good state of repair at all times. All sidewalks shall be cleared of any snow or ice within a reasonable amount of time after the end of said accumulation. Reasonable amount of time shall be defined by the City of Sheldon Ordinance governing such sidewalk.

13. Landscape and seeding shall be completed before the end of the following growing season after initial construction.

14. No camper, tent, nor motor home shall be placed in front of dwelling.

15. Any outside storage sheds must be placed in rear yards only and conform to city ordinances.


16. No dismantling of any motor vehicle or motorized equipment shall take place outside of owner's garage.

17. Once a lot has been purchased, it is the responsibility of the owner of said lot to have a house constructed and completed within two years from the date of purchase. Each lot must have a residence built upon it. If any additional lots are purchased for space, etc., the primary residence must support a minimum tax assessment that would equal or exceed an assessed valuation \$100,000.00 per lot average.

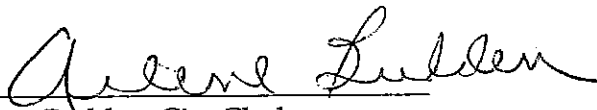
Penalty Clause. If the purchaser of any lot fails to commence construction of the principle dwelling within the two year time frame, said purchaser agrees to enter into a minimum assessment agreement upon closing of the real estate transaction with the City of Sheldon, Iowa to pay "minimum assessed taxes" equal to the minimum assessed valuation of a \$100,000.00 dwelling per year until such time construction of the dwelling has commenced and a new valuation has been established.

The foregoing covenants and restrictions shall be binding on all heirs, executors, assigns and successors in interest to said real estate shall be perpetual from this date. Any conflict these covenants may create with Chapter 166 Zoning Regulations as contained in the Code of Ordinances of the City of Sheldon, Iowa (Ordinance No. 098-3096) or successor zoning ordinance enacted in the future shall be resolved in favor of the Sheldon Zoning Ordinance.

CITY OF SHELDON, IOWA

BY 
Kurt Tatsumi, Mayor

ATTEST:


Arlene Budden, City Clerk

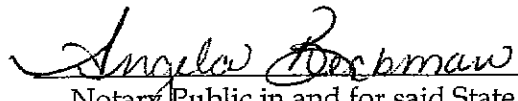
STATE OF IOWA

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O'BRIEN COUNTY

On this 18th day of August, 2006, before me the undersigned a Notary Public in and for the State of Iowa, personally appeared KURT TATSUMI and ARLENE BUDDEN, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of said Municipal Corporation executing the within and foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its City Council; and that the said KURT TATSUMI and ARLENE BUDDEN as such officers acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.




Notary Public in and for said State