

O'BRIEN COUNTY RECORDER:  
KURT BROWN  
Instrument #2013-1120  
05/06/2013 @08:06 AM  
MI MISCELLANEOUS  
Total Fees: \$17.00 # Pages: 3

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Prepared by: Wolff, Whorley, De Hoogh & Schreurs PLLC  
PO Box 309, Sheldon, IA 51201 Phone: (712) 324-4385 (MJS)

*Return to: City of Sheldon, Box 276, Sheldon, IA 51201*  
**COVENANTS FOR REPLAT OF LOTS 13-25, TRILOGY VILLAGE AND OUTLOT A & B  
OF THE REPLAT OF LOTS 1 THRU 12, TRILOGY VILLAGE IN SHELDON, IOWA.**

WHEREAS, the City of Sheldon, Iowa, and Fieldcrest - GEAC, LLC are the sole owners of the following described real estate to wit:

*That part of Trilogy Village and the Replat of Lots 1 thru 12, Trilogy Village, located in the Northeast Quarter (NE¼) of Section Thirty-two (32) Township Ninety-seven (97) North, Range Forty-two (42) West of the 5<sup>th</sup> P.M., Sheldon, O'Brien County, Iowa, described as follows:*

*Beginning at the Southeast corner of the Original Lot 24, Trilogy Village; thence North 89°15'45" West 730.39 feet along the North row line of East Sixth Street; thence North 00°01'31" West 532.55 feet; thence North 89°21'16" West 27.68 feet; thence North 00°38'44" East 104.92 feet; thence South 89°21'16" East 757.10 feet; thence South 00°00'00" East 638.64 feet to the point of beginning, containing 10.76 acres.*

*To be known and referred to as the Replat of Lots 13-25, Trilogy Village and Outlot A & B of the Replat of Lots 1 thru 12, Trilogy Village in Sheldon, Iowa.*

WHEREAS, said real estate has been platted and is now known as Replat of Lots 13-25, Trilogy Village and Outlot A & B of the Replat of Lots 1 thru 12, Trilogy Village, City of Sheldon, O'Brien County, Iowa; and

WHEREAS, the owner desires for the mutual benefit and protection of future owners of said above described real estate 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 as residential lots, and no structure shall be erected on any residential building lot other than allowed in the Multiple Family Residential (RM) Zoning District as set forth in the Sheldon, Iowa Zoning Ordinance. All single-family dwellings shall have at least a minimum two-car garage.
2. No building shall be erected on any lot nearer than twenty-five (25) feet to the front lot line.
3. No trailer, basement, tent, shack, garage, barn, or other out building shall be erected to be used as a residence, temporarily, permanently, nor shall any residence of a temporary character be permitted. No used dwelling or garage structure may be moved onto any lot. This restriction shall not be interpreted to preclude moving onto a lot a new structure which was pre-fabricated or constructed elsewhere and which has never been used prior to being moved upon a lot in this addition.
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 floor area of less than 1,200 square feet. Such buildings may be mono-level, bi-level, or tri-level, or one and one-half story structures, but a full two-story building shall have not less than 1,100 square feet per floor.

5. Titleholder of any lot, vacant or improved, shall keep his or her 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 thereon which may be or become an annoyance or nuisance in or to the neighborhood.

7. No trailer, camper type trailer, truck, commercial vehicle, semi-trailer or truck, or other motor vehicle that cannot be stored in an ordinary garage shall be kept on any said lots.

8. Construction of the exterior building surface must be completed, painted, and landscaped within one year of the date construction commenced. All dwellings, whether single-family or multiple-family dwellings, must have brick, rock, or stone covering at least twenty (20%) of the exterior surface on the street side thereof. In calculating the total surface area of the street side of a dwelling, windows and doors may be excluded.

9. No hedge-like planting shall be permitted to grow in excess of six (6) feet nor fence erected of more than six (6) feet on any lot.

10. Perpetual easements are reserved for utility installation and maintenance according to the plat, all as shown on recorded plat of Replat of Lots 13-25, Trilogy Village and Outlot A & B of the Replat of Lots 1 thru 12, Trilogy Village, City of Sheldon, O'Brien County, Iowa. No plantings, fences, outbuildings, etc. shall be allowed over any perpetual easement area.

11. No dog run, doghouse, animal cage, or animal shelter of any type shall be placed on a lot, except for a dog run or animal cage that is attached to the side or rear of a dwelling. Such permitted dog runs and animal cages must be completely enclosed by fencing or similar material, must be placed within all applicable setback requirements, and may not exceed fifty (50) square feet in size. No dog, pet, or other animal shall be chained or staked to a leash, etc. for any extended period of time (sixty minutes) outside of the dwelling.

12. Once a lot has been purchased, it is the responsibility of the owner of said lot to have a conforming building (per the Multiple Family Residential (RM) Zoning District as set forth in the Sheldon, Iowa Zoning District constructed and completed within two years from the date of purchase. Each lot must have a conforming building built upon it.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them in successive periods of ten (10) years unless by a vote of the majority of owners of the lots, it is agreed to change the said covenant in whole or in part.

14. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to circumvent any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any of the other lots in said development to prosecute any proceeding at law or in equity against the person or persons either to prevent them from doing so or to recover damages or other dues for violation.

15. Invalidation of any one of these covenants by judgments of court shall in no way affect any of the other provisions, which shall remain in full force and effect.

16. Lot 6, Block 1 of the Replat of Lots 13-25, Trilogy Village and Outlot A & B of the Replat of Lots 1 thru 12, Trilogy Village, City of Sheldon, O'Brien County, Iowa, shall be exempt from Covenant Nos. 1, 4, and 12 as above stated.

The foregoing covenants and restrictions shall be binding on all heirs, executors, assigns, and successors in interest to said real estate and shall run with real estate for a period of fifty (50) years from this date. Any conflicts these may create with the City of Sheldon Zoning Ordinance No. 10-3195 or successor-zoning ordinance enacted in the future shall be resolved in favor of the Sheldon Zoning Ordinance.

**Penalty Clause.** If the owner of any lot fails to substantially complete construction of the principle building on a lot within the two-year time frame required by Covenant No. 12 above, said owner agrees to enter into an agreement with the City of Sheldon, Iowa, to pay "minimum assessed taxes" equal to the minimum assessed valuation of \$125,000.00 per year per lot until such time construction of the building has been completed and a new valuation has been established.

Passed, approved or adopted this 3 day of April, 2013,

CITY OF SHELDON, IOWA


BY *Katricia Meendering*  
Katricia Meendering, Mayor

ATTEST:

*Arlene Budden*  
Arlene Budden, City Clerk

STATE OF IOWA §  
O'BRIEN COUNTY

On this 12 day of April, 2013, before me the undersigned a Notary Public in and for the State of Iowa, personally appeared KATRICIA MEENDERING 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 KATRICIA MEENDERING 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.

 ANGELA BECKMAN  
COMMISSION NUMBER 196077  
MY COMMISSION EXPIRES  
4-27-14

*Angela Beckman*  
Notary Public in and for said State

FIELDCREST - GEAC, LLC  
BY *Morris E. Knopf*  
Morris E. Knopf, Chief Manager

STATE OF MINNESOTA §  
HENNEPIN COUNTY

On this 18<sup>th</sup> day of April, 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared MORRIS E. KNOPF to me personally known, who being by me duly sworn, did say that he is the Chief Manager of said limited liability company; that no seal has been procured by the said limited liability company; that said instrument was signed on behalf of said limited liability company by authority of the Board of Directors of its sole member, Governmental and Educational Assistance Corporation; and that the said Chief Manager, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

 VICTORIA ANN WAGNER  
NOTARY PUBLIC-MINNESOTA  
My Commission Expires Jan. 31, 2015

*Victoria A. Wagner*  
Notary Public in and for said State