

Current

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O'BRIEN COUNTY RECORDER:  
KURT BROWN  
Instrument #2014-0035  
01/07/2014 @09:11 AM  
MI MISCELLANEOUS # Pages: 5  
Total Fees: \$27.00

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  
**FIRST AMENDMENT TO COVENANTS FOR SHELDON CROSSING PLAT 2, SHELDON,  
IOWA.**

\*Covenants filed for record September 20, 2013 Instrument #2013-2537

WHEREAS, the Sheldon Chamber & Development Corporation is the sole owners of the following described real estate to wit:

*Block 1, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27 of Sheldon Crossing Plat 2, Sheldon, Iowa*

AND

*Block 2, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23 of Sheldon Crossing Plat 2, Sheldon, Iowa*

AND

*Block 3, Lots 1, 2, 3, 4, 5, 6, and 7 of Sheldon Crossing Plat 2, Sheldon, Iowa*

AND

*Block 5, Lots 1 and 2 of Sheldon Crossing Plat 2, Sheldon, Iowa*

WHEREAS, said real estate has been platted and is now known as Sheldon Crossing Plat 2, Sheldon, 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 with exception of Lots 1 and 2 in Block 5, shall be known, described, and used solely as Single Family Residential lots. No structure shall be erected on any residential building lot other than allowed in a Single Family Residential zoning district all as set forth in Sheldon Zoning Ordinance 10-3195. All single family buildings shall have at least a minimum two car garage.

Lots 1 and 2 in Block 5 shall be Multiple Family Residential as set forth in Sheldon, Iowa Zoning Ordinance 10-3195.

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. Except to the extent permitted pursuant to paragraph 8 below, no used dwelling or garage structure may be moved onto any lot. This restriction also 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 each lot, vacant, unimproved, or improved, shall keep the property free of weeds and grass no longer than four (4) inches in length. No accumulation of any amount of debris, trash, spare/junk parts shall be permitted.
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. No existing dwelling that was constructed prior to January 1, 2014, shall be relocated from any other location onto any lot in this subdivision. Any existing dwelling that was constructed after January 1, 2014, may be relocated from any other location onto any lot in this subdivision, subject to the following conditions: (a) the proposed relocation has been approved pursuant to the Sheldon, Iowa Zoning Ordinance; (b) the dwelling would be in harmony with existing structures in the subdivision; and (c) the dwelling would not violate any Protective Covenants.
9. No vehicles shall be temporarily or permanently parked within the property without being garaged unless such parking is by bona fide temporary guests (14 days or less) of the owner or for not more than fourteen (14) days for loading and unloading of an owner's recreational vehicle. Vehicles which

are in daily use may also be parked in driveways or drive "wings" in accordance with the city's zoning ordinances. No garbage or large commercial trucks may be permanently parked or housed within the property except within garages. No recreational vehicles, trailers, campers, camper trailers, boats and other watercraft, and boat trailers shall be allowed upon any parcel for more than eleven (11) days in any one calendar year unless such recreational vehicles is parked within the garage serving said parcel. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted upon the parcels except within enclosed garages.

10. Construction of the exterior building surface must be completed, painted, and landscaped within one year of the date construction commenced.

11. 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.

12. Perpetual easements are reserved for utility installation and maintenance according to the plat, all as shown on recorded plat of the Sheldon Crossing Plat 2, Sheldon, Iowa. No plantings, fences, outbuildings, etc. shall be allowed over any perpetual easement area.

13. 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.

14. Once a lot has been purchased, it is the responsibility of the owner of said lot to have a completed assessable residence.

15. 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.

16. 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.

17. All homes must have twenty percent (20%) or more brick, rock or stone exterior surface on the street side, excluding window and doors.

18. No trade shall be carried on upon any lot in violation of permitted uses

as set forth in the Sheldon Zoning Code.

19. The open areas and utility easements set out in the engineer's final plat are reserved on the rear ten (10) feet for utility installation and maintenance only and are dedicated for the public use. No side lot utility easements are reserved herein and are no so dedicated for the public use.

20. 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, 2018, it shall be lawful for any other person or persons owning any other lots in said development of subdivision to prosecute any proceeding at law or in equity against the person, persons or entity either to prevent him, it, or them from so doing or to recover damages or injunctive relief for a violation.

The foregoing covenants and restrictions shall be binding on all property owners and their 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. Any amendments to these covenants must be approved by the majority of the owners of the above-described lots.

**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. 14 above, said owner agrees to enter into an agreement with the Sheldon Chamber & Development Corporation, to pay "minimum assessed taxes" equal to the minimum assessed valuation of \$200,000.00 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 18<sup>th</sup> day of December, 2013.

Sheldon Chamber & Development Corporation

BY: Blake A. Beahler  
Blake Beahler, President

ATTEST:

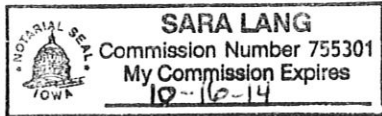
Barry Whitsett  
Barry Whitsett, Secretary

STATE OF IOWA

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O'BRIEN COUNTY

On this 18<sup>th</sup> day of December, 2013, before me the undersigned a Notary Public in and for the State of Iowa, personally appeared Blake Beahler and Barry Whitsell, to me personally known, who, being by me duly sworn, did say that they are President and Secretary, 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 Board of Directors; and that the said Blake Beahler and Barry Whitsell 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.



Sara Lang

Notary Public in and for said State

Passed, approved or adopted this 18<sup>th</sup> day of December, 2013.

Mitchell Giese

Mitchell Giese

Greta Giese

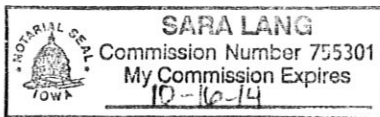
Greta Giese

STATE OF IOWA

§§

COUNTY OF O'BRIEN

On this 18<sup>th</sup> day of December, 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mitchell Giese and Greta Giese, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Sara Lang

Notary Public in and for said State