

26th ave

Recorded 5-21-07
2007-1279

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

Return to: City of Sheldon PO Box 276 Sheldon, IA 51201

**COVENANTS FOR REPLAT OF LOT 2 OF BLOCK 6, EXCEPT THE NORTH 50 FEET
THEREOF AND THE THIRD REPLAT OF OUTLOT 1, SCHEMPER ADDITION,
SHELDON, IOWA**

WHEREAS, said real estate has been platted and is now known as the Replat of Lot 2 Of Block 6, except the North 50 feet thereof, and the Third Replat of Outlot 1, Schemper Addition, Sheldon, Iowa; and

WHEREAS, the owner desires for 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 one single family dwelling on any lots in RS Zoning. All single-family dwellings shall have at least a minimum two-car garage.
2. No building shall be erected on any residential building lot nearer than thirty (30) 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.
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. 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.

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

10. No hedge-like planting shall be permitted to grow in excess of five (5) feet nor fence erected of more than five (5) feet on any lot.

11. Perpetual utility easements are reserved for utility installation and maintenance according to the plat, all as shown on recorded plat for the Replat of Lot 2 of Block 6, except the North 50 feet thereof, and the Third Replat of Outlot 1, Schemper Addition, Sheldon, Iowa. No plantings, fences, outbuildings, etc. shall be allowed over any perpetual easement area.

12. No dog run or animal cage of any type shall be placed on the property outside of the dwelling. No doghouse or animal shelter of any type shall be placed outside of the dwelling. No dog, pet, or other animal shall be chained or staked to a leash, etc. for any extended period of time outside of the dwelling.

13. 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 \$125,000.00 per lot average.

14. 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.

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.

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 successive periods of ten (10) years from this date. Any conflicts these may create with the City of Sheldon Zoning Ordinance No. 1165 or successor-zoning ordinance enacted in the future shall be resolved in favor of the Sheldon Zoning Ordinance.

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 an agreement with the City of Sheldon, Iowa to pay "minimum assessed taxes" equal to the minimum assessed valuation of a \$125,000.00 dwelling per year until such time construction of the dwelling has commenced and a new valuation has been established.

Passed, approved or adopted this 17 day of May, 2007.

CITY OF SHELDON, IOWA

BY: 
Kurtis Tatsumi, Mayor

ATTEST:

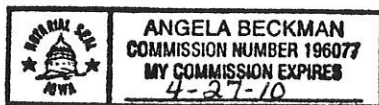

Arlene Budden, City Clerk

STATE OF IOWA

§

O'BRIEN COUNTY

On this 17th day of May, 2007, before me the undersigned a Notary Public in and for the State of Iowa, personally appeared KURTIS 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 municipality by authority of its City Council; and that the said KURTIS TATSUMI and ARLENE BUDDEN as such officers acknowledge the execution of said instrument to be the voluntary act and deed of said municipality, by it and by them voluntarily executed.




Notary Public in and for said State

This instrument was filed for record on the 8th day of SEPTEMBER A.D. 2003, at 9:00 o'clock A. M and duly recorded in Book X of MISCELLANEOUS Page 989
Rust Brown Recorder
Deputy

Fee: \$21.00 chg
City of Sheldon
Box 276

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

COVENANTS FOR REPLAT OF LOTS 1 AND 2 OF BLOCK 1 & THE SECOND REPLAT OF OUTLOT 1 OF SCHEMPER ADDITION TO THE CITY OF SHELDON, IOWA.

WHEREAS, said real estate has been platted and is now known as Replat of Lots 1 and 2 & The Second Replat of Outlot 1, Schemper Addition, City of Sheldon, O'Brien County, Iowa; and

WHEREAS, the owners desire for 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 one single family dwelling on any lots in RS Zoning. All single-family dwellings shall have at least a minimum two-car garage.
2. No building shall be erected on any residential building lot nearer than thirty (30) 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.
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. 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.

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

10. No hedge-like planting shall be permitted to grow in excess of five (5) feet nor fence erected of more than five (5) feet on any lot.

11. A perpetual easement is reserved over the rear ten (10) feet for utility installation and maintenance according to the plat, all as shown on recorded plat of Schemper Addition. No plantings, fences, outbuildings, etc.; shall be allowed over any perpetual easement area.

12. Driveways from the lots on the South side of the Schemper Addition shall access E. 9th Street while all other driveways shall access either 24th - 25th. or 26th Avenue or 6th Street.

13. No dog run or animal cage of any type shall be placed on the property outside of the dwelling. No doghouse or animal shelter of any type shall be placed outside of the dwelling. No dog, pet, or other animal shall be chained or staked to a leash, etc. for any extended period of time outside of the dwelling.

14. 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 \$125,000.00 per lot average.

15. 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.

16. 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.

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. 1165 or successor-zoning ordinance enacted in the future shall be resolved in favor of the Sheldon Zoning Ordinance.

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 an agreement with the City of Sheldon, Iowa to pay "minimum assessed taxes" equal to the minimum assessed valuation of a \$125,000.00 dwelling per year until such time construction of the dwelling has commenced and a new valuation has been established.

Passed, approved or adopted this 3 day of September, 2003.

CITY OF SHELDON, IOWA

BY: Duane Wahlstrom
Duane Wahlstrom, Mayor

ATTEST

Arlene Budden
Arlene Budden, City Clerk

STATE OF IOWA

O'BRIEN COUNTY

On this 4th day of September, 2003, before me the undersigned a Notary Public in and for the State of Iowa, personally appeared DUANE WAHLSTROM 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 the seal affixed hereto is the official seal of the City of Sheldon, Iowa; that said instrument was signed and sealed on behalf of said corporation by authority of its City Council; and that the said DUANE WAHLSTROM 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 Roseberry
Notary Public in and for said State



(Phase II)

This instrument was filed for record on
the 29th day of AUGUST
A.D. 2003, at 9:30 o'clock A.M.
and duly recorded in Book X of
MISCELLANEOUS Page 953
Sant Brown Recorder
Deputy

Fee \$21.00pd
City of Sheldon
Box 276 - Sheldon

Prepared by Alan Johnson, City Manager of the City of Sheldon, Iowa,
416 9th Street, Sheldon, IA 51201 Phone: (712) 324-4651

**COVENANTS FOR REPLAT OF LOT ONE OF BLOCK SEVEN & THE FIRST REPLAT OF
OUTLOT ONE OF SCHEMPER ADDITION TO THE CITY OF SHELDON, IOWA.**

WHEREAS, said real estate has been platted and is now known as Replat of Lot 1,
Block 7 & Outlot 1, Schemper Addition, City of Sheldon, O'Brien County, Iowa and

WHEREAS, the owners desire for 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 one single family dwelling on any lots in RS Zoning. All single-family dwellings shall have at least a minimum two-car garage.
2. No building shall be erected on any residential building lot nearer than thirty (30) 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.
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. 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.

MISC
REFERS TO BOOK
PAGE 489

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

10. No hedge-like planting shall be permitted to grow in excess of five (5) feet nor fence erected of more than five (5) feet on any lot.

11. A perpetual easement is reserved over the rear ten (10) feet for utility installation and maintenance according to the plat, all as shown on recorded plat of Schemper Addition. No plantings, fences, outbuildings, etc.; shall be allowed over any perpetual easement area.

12. Driveways from the lots on the South side of the Schemper Addition shall access E. 9th Street while all other driveways shall access either 24th - 25th. or 26th Avenue or 6th Street.

13. No dog run or animal cage of any type shall be placed on the property outside of the dwelling. No doghouse or animal shelter of any type shall be placed outside of the dwelling. No dog, pet, or other animal shall be chained or staked to a leash, etc. for any extended period of time outside of the dwelling.

14. 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 \$125,000.00 per lot average.

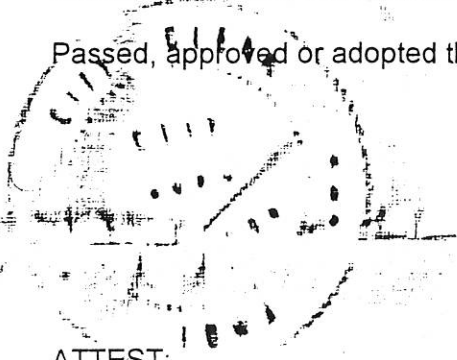
15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them in successive periods of ten (10) years unless by a vote of the majority of owners of the lots, it is agreed to change the said covenant in whole or in part.

16. 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.

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. 1165 or successor-zoning ordinance enacted in the future shall be resolved in favor of the Sheldon Zoning Ordinance.

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 an agreement with the City of Sheldon, Iowa to pay "minimum assessed taxes" equal to the minimum assessed valuation of a \$125,000.00 dwelling per year until such time construction of the dwelling has commenced and a new valuation has been established.

Passed, approved or adopted this 1st day of August, 2001.

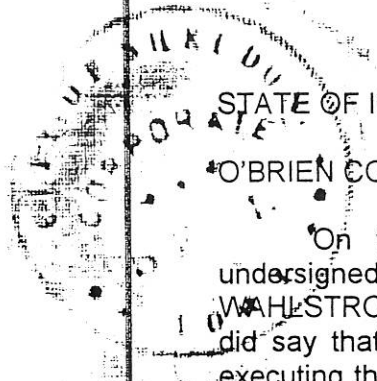


CITY OF SHELDON, IOWA

BY: Duane Wahlstrom
Duane Wahlstrom, Mayor

ATTEST:

Arlene Budden
Arlene Budden, City Clerk



STATE OF IOWA
O'BRIEN COUNTY

On this 1st day of August, 2001, before me the undersigned a Notary Public in and for the State of Iowa, personally appeared DUANE WAHLSTROM 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 the seal affixed hereto is the official seal of the City of Sheldon, Iowa; that said instrument was signed and sealed on behalf of said corporation by authority of its City Council; and that the said DUANE WAHLSTROM 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 Roseberry
Notary Public in and for said State



City of Sheldon

(Phase I)

Covenants for Schemper Addition

Whereas said real estate has been platted and is now known as Schemper Addition to the City of Sheldon, O'Brien County, Iowa and

Whereas the owners desire for 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 one single family dwelling on any lots in RS Zoning. All single-family dwellings shall have at least a minimum two-car garage.
2. No building shall be erected on any residential building lot nearer than thirty (30) 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, 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 floor area of less than 1200 square feet. Such buildings may be mono-level, bi-level, or tri-level, or one or one-half story structures, but a full two-story building shall have not less than 1100 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. Invalidity 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.
9. Construction of the exterior building surface must be completed, painted, and landscaped within one year of the date construction commenced.
10. No hedge-like planting shall be permitted to grow in excess of five (5) feet nor fence erected of more than five (5) feet on any lot.

11. A perpetual easement is reserved over the rear ten (10) feet for utility installation and maintenance according to the plat, all as shown on recorded plat of Schemper Addition. No plantings, fences, outbuildings, etc.; shall be allowed over any perpetual easement area.

12. Driveways from the lots on the South side of the Schemper Addition shall access E. 9th Street while all other driveways shall access either 24th - 25th - or 26th Avenue.

13. 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.

14. 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.


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.

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. 1165 or successor-zoning ordinance enacted in the future shall be resolved in favor of the Sheldon Zoning Ordinance.

In witness where of the parties have hereunto subscribed their names in the City of Sheldon on this 15 day of March, 2000 (year)



Alan Johnson, City Manager

Attest: 

Arlene Budden, City Clerk/Treasurer