

PREPARED BY: Jacquelyn K. Arthur, Heiny, McManigal, Duffy, Stambaugh & Anderson
P.L.C., 11 4th Street N.E., P.O. Box 1567, Mason City, Iowa 50402-
1567; 641-423-5154

SENT TAX STATEMENTS TO: MCLD/NI, LLC, 22 Asbury Place, Mason City, Iowa 50401

RETURN TO: Jacquelyn K. Arthur, Heiny, McManigal, Duffy, Stambaugh & Anderson
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1567; 641-423-5154

**DEDICATION OF PLAT
OF
ASBURY FARM EIGHTH ADDITION,
MASON CITY, IOWA**

MCLD/NI, L.L.C., an Iowa limited liability company, ("DEVELOPER"), is the owner of the Real Estate described on the plat attached to this Dedication. Developer has caused the Real Estate to be surveyed and platted for the purposes of establishing and creating a Subdivision in Mason City, Cerro Gordo County, Iowa, to be known as **ASBURY FARM EIGHTH ADDITION, MASON CITY, IOWA.**

The Plat is made with the free consent and in accordance with the desires of Developer.

The Real Estate is located within the City limits of Mason City. There is attached a Resolution of the City Council of Mason City approving the Plat.

The Lots are to be used for only those purposes allowed or permitted under the Mason City Zoning Ordinances, this Dedication, and the Declaration of Covenants dated June 18, 1973, and filed April 30, 1974, in Book 9 at Page 353 in the office of the Cerro Gordo County Recorder ("Declaration").

Easement is reserved and reservation made:

- (a) in, on and through the Lots as shown on the plat for the construction, placing, repair and maintenance of all

necessary overhead, underground and surface utilities, public and private, including the right to conduct drainage and to trim on and over the areas of such easement.

- (b) in favor of the City of Mason City for the free and uninhibited access to all private and common areas by the fire, police and other public safety vehicles and personnel for the customary performance of their respective duties and responsibilities.
- (c) in favor of the Owners of Lots within this Subdivision and within all other subdivisions which are subject to the Declaration, in, on and through the walkway areas as shown on the attached Plat for walkway purposes.

Easements are perpetual. The streets and easements are dedicated to the public use.

The owner of each Lot shall plant and maintain trees in conformance with the Street Tree Planting Plan filed for this Subdivision. The trees shall be planted for a Lot at owner's expense prior to issuance of a Certificate of Occupancy by the City of Mason City for any structure thereon.

Developer reserves the right to make limited, temporary, partial, complete and absolute assignments of Developer's rights, powers, privileges and authority as "Developer" in this Dedication of Plat. Further, such rights, powers, privileges and authority as "Developer" inure to the benefit of successors and assigns of Developer and its assignees.

The following conditions, restrictions, covenants, agreements, and reservations (collectively referred to as "restrictions") are established and created as binding upon and a charge against each Lot in the Subdivision and are for the benefit of each present and future Owner of each Lot in the Subdivision and shall constitute covenants running with the land.

The restrictions may be amended only with both:

- (a) Developer's written consent and
- (b) a vote of no less than eighty percent (80%) of the then Owners of Lots.

Any amendment, to be effective, shall be filed with the County Recorder.

The Restrictions shall remain in full force and effect for a term of 21 years from the date this Dedication is recorded. Any person described in Iowa Code Section 614.24 may file a verified claim with the Cerro Gordo County Recorder within said 21 years extending for a further period of 21 years the time within which the restrictions shall be in full force and effect. The recordation of a Deed conveying a Lot within the Subdivision shall constitute the filing of a verified claim as to all of the Lots and as to this Dedication of Plat in compliance with Iowa Code Section 614.24.

RESTRICTIONS

1. Lots shall be used for single family residential purposes only.

Developer reserves the right to use any Lot for construction purposes, including but not limited to the storage of building materials and equipment and temporary buildings for construction purposes, which storage and buildings shall be removed upon the completion or abandonment of the construction work.

2. There shall be permitted upon each Lot a family residence structure with an attached garage.

No Lot shall have garage or other structure detached from the residence.

3. No dwelling shall be of the "Earth Shelter" type, "A-Frame" type, or "Split-Entry" type, without the express written consent of Developer. Each residence shall be shingled with either (i) GAF Woodline Shingles or equivalent, or (ii) wood shingles.

4. No fences may be erected except patio privacy fences, landscape fences, and small enclosures to contain children or pets. Property line fences are prohibited.

5. No Lot shall be subdivided into smaller Lots or areas other than as originally platted, except only this restriction shall not prevent a Lot from being divided for the purpose of adding it to an adjacent Lot or portion of an adjacent Lot provided that such division shall not result in a Lot failing to conform to minimum zoning requirements.

6. All construction shall be of a design, quality and style which enhances and complements the subdivision.

7. No building may be moved onto any Lot. This shall not

preclude the use of precut materials and engineered trusses. However, no modular or "componentized" or "paneled" construction is permitted.

8. The building setbacks shall be as required by the Mason City Zoning Ordinances or as stated on the Plat.
9. No building construction, fence construction, or Lot improvement, including landscaping and architectural arrangement, is permitted on any Lot until after plans and specifications of the following type are submitted to and receive the written approval of Developer:
 - A. Building plans, including
 - (1) floor plans
 - (2) building profiles
 - (3) exterior colors
 - B. Site plans, which indicate:
 - (1) building land coverage and location
 - (2) location, size and surface type of all drives
 - (3) location and type of all exterior lights
 - (4) location and type of all exterior television or radio equipment, including, but not limited to, dishes, antennae, and appurtenances
 - C. Landscape plans, which indicate:
 - (1) planting types, sizes and locations
 - (2) grading plans including existing and proposed contours
 - (3) ground cover materials
 - (4) all other outdoor features, including fences
 - D. Such other plans and information as may be requested.

If Developer does not respond within thirty (30) days after the plans and specifications have been submitted, the plans and specifications shall be deemed approved.

10. Each Lot shall be suitably landscaped to promote the aesthetics of the area.
11. Each Lot and each building shall at all times be maintained in a neat condition and appearance commensurate with the character of the Subdivision.
12. No poultry or livestock shall be kept or permitted on any Lot. Dogs, cats and household pets are permitted but no animal shall be permitted to run loose.

13. No garbage, garbage cans, ashes, refuse, or trash receptacle shall be allowed to be exposed to view except immediately preceding scheduled trash removal. No outside incinerator is permitted. Burning of rubbish or leaves is not permitted.
14. No obnoxious or offensive trade shall be conducted upon any Lot nor shall anything be done in the Subdivision which may be or become an annoyance or a nuisance to a neighbor.
15. No liquid or propane gas container of any type shall be allowed on a Lot exposed to view.
16. No satellite dishes in excess of 18 inches in diameter shall be allowed. No wind turbines, mills or other wind-energy devices shall be allowed.
17. No trailer, mobile home, motor home, tent, shack, garage, barn or basement house shall be used as a residence either temporarily or permanently. No residence of a temporary character shall be permitted.
18. Any motor vehicle placed or parked outdoors must be operative and capable of self-locomotion.
19. Permanent outside storage of trailers, campers, watercraft, mobile homes, motor homes, and recreational vehicles is prohibited. "Permanent" means 30 days or more, whether continuous or not, in any one 12-month period.
20. The Owner of each Lot as defined in the Declaration filed in Book 9 at Page is automatically a member of Asbury Farm Homeowners Association ("Association"). Association shall be vested with, but not limited to, the following authorities and powers:
 - A. To interpret any restriction in this Dedication when a question arises as to its meaning or application.
 - B. To suggest anything for the betterment, welfare and improvement of the Subdivision.
 - C. To promote the health, safety and welfare of the residents of the Subdivision.
 - D. To fix, levy, collect and enforce payment by any lawful means, of charges and assessments against

member Lots pursuant to the terms of the Declaration.

- E. To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration, and as the same may be amended from time to time.
 - F. To have and exercise any and all powers, rights and privileges which an Iowa nonprofit corporation may now or hereafter have or exercise.
 - G. To accept from Developer a conveyance of any common area as may be made subject to the Declaration.
 - H. To accept from Developer, when and if made, an assignment of the rights, duties and responsibilities respecting Architectural control.
 - I. To maintain all common areas and facilities within the common areas.
 - J. To convey to the City of Mason City, if and when acceptable to it, any common area.
21. In the event Developer or the owner of any Lot, or the successor or assign of Developer or any owner, violates or attempts to violate any of the restrictions, it shall be lawful for any other person or persons owning any Lot in the Subdivision to prosecute a proceeding at law or in equity against the person or persons violating or attempting to violate such restriction and either enjoin such violation or recover damages for such violation, or both.
22. Invalidation of any of the restrictions by Court order shall not affect the other provisions of this Dedication, which shall remain in full force and effect.

This Dedication is executed on a separate signature page by Developer.

Attachments: Developer's Signature Page.
 Surveyor's Certificate
 Plat of Asbury Farm Eighth Addition
 Resolution of City Council of Mason City
 Certificate of County Treasurer

PREPARED BY: Jacquelyn K. Arthur, Heiny, McManigal, Duffy, Stambaugh & Anderson
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**CERTIFICATE OF AMENDMENT TO
DEDICATION OF PLAT
OF
ASBURY FARM EIGHTH SUBDIVISION,
MASON CITY, IOWA, DATED FEBRUARY 14, 2006, AND
FILED JUNE 23, 2006, AS DOCUMENT NO. 2006-5318.**

1. **PARTIES IDENTIFIED.** This Amendment is executed by MCLD/NI, L.L.C., an Iowa limited liability company as Developer of Asbury Farm Eighth Subdivision, Mason City, Iowa, and by no less than eighty-percent (80%) of the owners of Lots within Asbury Farm Eighth Subdivision.

2. **BACKGROUND.** On June 23, 2006, there was filed a Dedication of Plat for Asbury Farm Eighth Subdivision, Mason City, Iowa dated February 14, 2006, as Document No. 2006-5318 in the office of the Cerro Gordo County Recorder.

The Dedication contains various conditions, restrictions, covenants, agreements and reservations which may be amended only with both:

- A. Developer's written consent; and

- B. A vote of no less than 80% of the then owners of lots.

An amendment shall be filed with the Cerro Gordo County Recorder.

3. **AMENDMENTS.**

- A. Restriction 1 shall be deleted in its entirety and replaced with the following language:

Lots 1 through 24 shall be used for residential purposes only.

Developer reserves the right to use any Lot for construction purposes, including but not limited to the storage of building materials and equipment and temporary buildings for construction purposes, which storage and buildings shall be removed upon the completion or abandonment of the construction work.

- B. Restriction 20 is amended to add the "353" following the word "Page."

4. **EXECUTION.** This Amendment is executed by Developer on a Counterpart Signature Page which also contains the notary acknowledgment. The consent of owners are shown on counterpart signatures also attached hereto. The balance of this page is intentionally left blank.