

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

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

RETURN TO: 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

**DEDICATION OF PLAT
OF
ASBURY FARM NINTH SUBDIVISION,
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 NINTH SUBDIVISION, 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, if a Lot is subject to, 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, on and through the Lots as shown on the Plat for the construction, placing, repair and maintenance of walkways, including the right to conduct drainage and to trim on and over the areas of the easement.

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

Sidewalks in conformance with City ordinances shall be constructed at owner's expense prior to issuance of a Certificate of Occupancy by City of Mason City for any structure thereon adjacent to the following Lots:.

- Lot 8 along Sumac only
- Lot 9 along Sumac only
- Lot 10 along Sumac
- Lot 11 along Sumac
- Lot 12 along Sumac only

In the event an owner purchases all or part of an above-identified Lot for the purpose of adding it to a developed Lot, the owner shall install sidewalks within 90 days of purchase.

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 each Lot at owner's expense prior to issuance of a Certificate of Occupancy by the City of Mason City for any structure on a Lot.

In the event a structure is ready for occupancy, but due to weather conditions sidewalks and/or trees cannot be installed, the City will issue a Temporary Occupancy Permit until such time as weather allows for installation of sidewalks and/or trees. The owner of each Lot shall be responsible to comply with the terms of any Temporary Occupancy Permit.

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 residential purposes only.

Developer reserves the right to use the 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. No lean-to, carport, vehicle storage building or structure detached from the residence shall be permitted.

3. All construction shall be of a design, quality and style which enhances and complements the subdivision.
4. No building shall be moved onto any Lot. This shall not preclude the use of precut materials and engineered trusses. "Componentized" or "paneled" construction houses shall not be permitted without the express written permission of the Developer or its designated representative. However, no modular construction homes are permitted.
5. No Lot shall have a garage or other structure detached from the residence.
6. No building construction, fence construction, or Lot improvement, including landscaping and architectural arrangement, shall be permitted on any Lot until after plans and specifications of the following type are submitted to and receive the written approval of Developer or its designated representative(s):
 - i. Building plans, including
 - (1) floor plans
 - (2) building profiles
 - (3) exterior colors
 - ii. 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
 - iii. 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
 - iv. Such other plans and information as may be requested. If Developer or its designated representative does not respond within thirty (30) days after the plans and specifications have been submitted, the plans and specifications shall be deemed approved.
7. No dwelling shall be of the "Earth Shelter" type, "A-Frame" type, or "Split-Entry" type, without the express written consent of Developer or its designated representative(s). Each residence shall be shingled with either (a) GAF Woodland Shingles or equivalent, or

- (b) wood shingles. Developer or its designated representative reserves the right to approve alternate shingles which promote the aesthetics of the area.
8. Each Lot shall be suitably landscaped to promote the aesthetics of the area.
 9. Each Lot and each building shall at all times be maintained in a neat condition and appearance commensurate with the character of the Subdivision.
 10. 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.
 11. 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 shall be permitted. No burning of rubbish or leaves shall be permitted.
 12. No fences shall be erected except patio privacy fences, landscape fences and small enclosures to contain children or pets. Property line fences are prohibited.
 13. 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 the neighborhood.
 14. No liquid or propane gas container of any type shall be allowed on a Lot exposed to view.
 15. 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.
 16. Any motor vehicle placed or parked outdoors must be operative and capable of self-locomotion.
 17. Permanent outside storage of trailers, campers, boats, mobile homes, motor homes, and recreational vehicles is prohibited. "Permanent" means forty-eight (48) hours or more, whether continuous or not, in any one week period.
 18. 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.

19. The Owner of each Lot as defined in the Declaration filed in Book 9 at Page 353 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.
20. 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 nay of the restrictions, it shall be lawful for any other person or persons owning

any Lot in the Subdivision to prosecute any 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.

21. Invalidation of any of the restrictions by judgment or Court order shall in no way affect any of the other provisions of this Dedication, which shall remain in full force and effect.

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

- Attachments:
1. Developer's Signature Page
 2. Consent of Lender
 3. Certificate of County Treasurer
 4. Certificate of County Auditor
 5. Resolution of City Council of Mason City
 6. Plat of Asbury Farm Ninth Subdivision
 7. Attorney's Opinion of Title