



subdivision and shall constitute covenants running with the land. The easements are perpetual and the other restrictions shall remain in full force and effect for a term of twenty (20) years from the date this Plat is recorded, after which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years unless by vote of seventy-five percent (75%) of the then owners of said lots in Asbury Farm Second Subdivision, Mason City, Iowa, it is agreed to change the restrictions in whole or in part:

1. All lots shall be used solely for Single-Family Attached Residence purposes, except Outlot "A" which is hereby designated as a Common Area for the benefit of all lot owners in the subdivision.

2. One structure only shall be permitted on a lot and no building or structure detached from the residence shall be permitted, except only this restriction shall not apply to what is known as Outlot "A" in the subdivision.

3. No building shall be constructed on any lot until after the plans and specifications therefor are submitted to and receive the written approval of the platter or its successors and assigns. At the time of the submission of said plans and specifications, plans shall be submitted for the landscaping and exterior architectural arrangement and treatment of the lot and like written approval of the platter or its successors and assigns shall be obtained as a condition precedent to construction.

4. No building shall be moved onto any lot.

5. The building lines shall be as shown upon the plat of said subdivision.

6. No fence or other obstruction shall be placed or maintained between the building line and the street curb, nor shall any fence or other obstruction be placed or maintained in any location until the plans therefor as to the location, size and type are submitted to and receive the written approval of the platter or its successors and assigns.

7. All lots and the buildings erected thereon shall at all times be maintained in a neat condition and appearance commensurate with the character of the subdivision.

8. No poultry or animals, except dogs or cats for domestic purposes only and not for sale, shall be kept or permitted on the premises.

9. No garbage, ashes or refuse shall be allowed on the premises exposed to view, and no outside incinerator shall be permitted. No burning of rubbish outside of the residence shall be permitted on said premises.

10. No liquid, propane gas container of any type shall be allowed on the premises exposed to view.

11. No trailer, mobile home, motor home, tent, shack, garage, barn, basement house or other building shall be used as a residence either temporarily or permanently, nor shall any residence of a temporary character be permitted. No trailer, camper, mobile home or motor home shall be parked in the subdivision either temporarily or permanently.

12. No obnoxious or offensive trade shall be permitted on any lot nor shall anything be done thereon which may create annoyance or a nuisance to the neighborhood.

13. 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 thereof.

14. The owner of each lot (hereinafter referred to as "member lots") shall automatically be a member of a non-profit association to be known as Asbury Farm Homeowners Association, as provided for in the Declaration of Covenants, Conditions and Restrictions dated the 18th day of June, 1973, and amendments thereto, which shall be vested with, but not limited to, the following authority and powers:

- (a) To provide for maintenance, preservation and architectural control of the member lots and Common Area included within this subdivision.
- (b) To promote the health, safety and welfare of the residents of the member lots within this subdivision.
- (c) To interpret any restriction herein set forth when a reasonable question shall arise as to the meaning or application thereof.
- (d) To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions dated the 18th day of June, 1973, and as the same may be amended from time to time as therein provided.
- (e) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments against member lots pursuant to the terms of the Declaration.
- (f) To have and exercise any and all powers, rights and privileges which a corporation organized under the non-profit corporation law of the State of Iowa may now or hereafter have or exercise.
- (g) Each member lot owner by virtue of his ownership becomes and remains a member of the association during such ownership and shall have the voting rights provided for in the Declaration of Covenants, Conditions and Restrictions referred to herein.

15. Easement is reserved and reservation made in, on and through the lots and the outlot for the construction, placing and maintenance of public or private utilities, such as underground conduits, gas lines, underground sewers, water mains and underground television cables as shown on the attached plat.

16. In the event the party hereto, or the owners of any Lots or building area, or their heirs, successors or assigns, shall violate or attempt to violate, any of the covenants and restrictions herein contained before twenty (20) years from the date this plat is recorded, it shall be lawful for any other person, or persons, owning any lot or tract of land in said development or subdivision, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either prevent them from so doing or recover damages for such violation.

17. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

That Asbury Farm Corporation, in recording this plat of Asbury Farm Second Subdivision, Mason City, Iowa, has designated Outlot "A" as a Common Area intended for use by the homeowners of member lots in said subdivision for recreation and other related activities. The designated areas are not dedicated hereby for use by the general public, but are dedicated to the common use and enjoyment of member lot home owners in Asbury Farm Second Subdivision, Mason City, Iowa, as more fully provided in the Declaration of Covenants, Conditions and restrictions applicable to Asbury Farm Second Subdivision, Mason City, Iowa, dated the 18th day of June, 1973, and amendments thereto. Said Declaration of Covenants, Conditions and Restrictions is hereby incorporated and made a part of this plat and the covenants and restrictions set forth therein shall run with the land and bind the same, and shall inure to the benefit of and be enforceable by the platter, the Association or the owner of any lot subject to the Declaration, their respective legal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, said corporation has caused this instrument to be duly executed this 3<sup>RD</sup> day of MAY, 1976.

ASBURY FARM CORPORATION

By Samuel D. Porter  
Samuel D. Porter, President

By John K. MacGregor  
John K. MacGregor, Secretary

STATE OF IOWA ( )  
 ) ss:  
COUNTY OF CERRO GORDO ( )

On this 3rd day of MAY, 1976, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Samuel D. Porter and John K. MacGregor, to me personally known, who being by me duly sworn, did say that they are the President and Secretary of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Samuel D. Porter and John K. MacGregor as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

N. Leroy Walters  
Notary Public in and for the State of Iowa  
N. LEROY WALTERS of Iowa

