

RECORDED

PLAT OF ASBURY FARM FIFTH ADDITION
MASON CITY, IOWA

1930 AUG 22 AM 10:50
90-5262
RECORDED
CERRO GORDO COUNTY
MASON CITY, IOWA

STATE OF IOWA)
) ss.
COUNTY OF CERRO GORDO)

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS:

That Asbury Farm Corporation, an Iowa corporation having its principal place of business in Mason City, Iowa, by North Iowa Land Co., being the proprietor and owner of real estate situated in Mason City, Cerro Gordo County, Iowa, described as follows, to-wit:

THAT PART OF LOTS EIGHT (8) AND NINE (9) IN THE SUBDIVISION OF THE SOUTH HALF (S½) OF THE SOUTHEAST QUARTER OF SECTION TWO (2) AND THAT PART OF LOT ONE (1) IN THE NORTHEAST QUARTER OF SECTION ELEVEN (11), BOTH IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE 5TH P.M., CITY OF MASON CITY, CERRO GORDO COUNTY, IOWA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 2, BEING ALSO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE N 00°25'11" W, 20.00 FEET ALONG THE EASTERLY LINE OF SAID SOUTHEAST QUARTER AND THE EASTERLY LINE OF ASBURY FARM THIRD ADDITION, MASON CITY, IOWA, TO THE NORTHEAST CORNER OF OUTLOT B IN SAID ADDITION AND THE POINT OF BEGINNING; THENCE CONTINUING N 00°25'11" W, 1253.06 FEET ALONG THE EASTERLY LINE OF SAID SOUTHEAST QUARTER AND THE EASTERLY LINE OF SAID LOT 9 TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE N 89°26'04" W 750.00 FEET ALONG THE NORTHERLY LINE OF SAID LOT 9; THENCE S 00°33'56" W, 225.00 FEET ALONG A LINE AT RIGHT ANGLE TO SAID NORTHERLY LINE; THENCE N 89°26'04" W, 320.00 FEET ALONG A LINE PARALLEL WITH SAID NORTHERLY LINE; THENCE S 00°33'56" W, 279.42 FEET; THENCE S 40°50'17" W, 424.31 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ASBURY DRIVE IN SAID CITY OF MASON CITY AND THE BEGINNING OF A 560.00 FOOT RADIUS, NONTANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY 70.00 FEET ALONG SAID RIGHT-OF-WAY LINE AND ALONG SAID CURVE WITH A CHORD BEARING S 45°34'52" E, 69.95 FEET; THENCE S 42°00'00" E, 935.00 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE MOST WESTERLY CORNER OF OUTLOT B IN SAID ASBURY FARM THIRD ADDITION; THENCE N 48°00'00" E, 227.53 FEET ALONG THE NORTHWESTERLY LINE OF SAID OUTLOT B; THENCE N 63°34'21" E, 339.02 FEET ALONG SAID NORTHWESTERLY LINE OF OUTLOT B; THENCE N 89°19'52" E, 213.31 FEET ALONG THE NORTHERLY LINE OF SAID OUTLOT B TO THE POINT OF BEGINNING; CONTAINING 33.68 ACRES,

AUDITOR'S OFFICE
CERRO GORDO COUNTY, IOWA
ENTERED INTO TAXATION THIS 22ND DAY OF August A.D. 1930
Wm. J. ... AUDITOR
... DEPUTY

does hereby acknowledge that it has caused said described real property to be surveyed and platted for the purpose of establish-

ing and creating a subdivision in Mason City, Cerro Gordo County, Iowa, to be known as Asbury Farm Fifth Addition, Mason City, Iowa, and that a Plat of said subdivision is hereto attached and is made with its full and free consent and in accordance with its wishes and desires, and that the easements and streets as therein contained in said Plat are hereby dedicated to the public use forever. The real property described lies within the limits of the City of Mason City, Cerro Gordo County, Iowa, and within Zone "PUD-R" Residential Planned Unit Development District.

That the following conditions, restrictions, covenants, agreements, and reservations (sometimes referred to as "restrictions") are hereby established and created as binding upon and a charge against each and every lot and tract in the subdivision, and are for the benefit of each present and future owner of any lot or plot in the 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 period 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 Fifth Addition, 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 Detached Residence purposes, except Lot 12, which is hereby designated as a Common Area for the benefit of all lot owners in the subdivision, and except Outlot "A," which is reserved for future development.

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 Lot 12 and 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 the plans and specifications, plans shall be submitted for the landscaping and exterior architectural arrangement and treatment of the lot, and the written approval of the platter or its successors and assigns shall be obtained as a condition precedent to construction. No exterior television or radio equipment, including but not limited to, dishes, antennae, and appurtenances shall be constructed or installed until after the plans and specifications therefor are submitted to and receive the written approval of the platter or its successors and assigns.

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 plattee 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 and 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 or 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 upon 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 nonprofit 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; and
- (f) To have and exercise any and all powers, rights, and privileges which a corporation organized under the nonprofit corporation law of the State of Iowa may now or hereafter have or exercise.

15. By virtue of his or her ownership, each member lot owner becomes and remains a member of the Association during such ownership and shall have voting rights as provided for in the Declaration of Covenants, Conditions, and Restrictions.

16. 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.

17. 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 from such violation.

18. 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.

19. Sidewalks in compliance with specifications of the City of Mason City, Iowa, shall be installed on and by and at the expense of the owner of each lot except Outlot "A" and Lot 12 within one year of the date of the issuance of a certificate of occupancy for each such lot by the City of Mason City, Iowa. No sidewalks shall be required on Lots 1 and 17 adjacent to Asbury Drive. A sidewalk in compliance with specifications of the City of Mason City, Iowa, shall be installed on and by and at the expense of the owner of Lot 12 within one year of the date of approval of the final plat.

20. Dedicated to the public use is a walkway ten feet in width between Lots 4 and 5 as shown on the Plat. A sidewalk in compliance with specifications of the City of Mason City, Iowa, shall be installed on the walkway by the plattee within one year of the date of approval of the final plat.

That Asbury Farm Corporation in recording this Plat of Asbury Farm Fifth Addition, Mason City, Iowa, has designated Lot 12 as a Common Area intended for use by the homeowners of member lots in said subdivision, and all other Asbury Farm Subdivisions currently or hereafter platted, 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 homeowners in Asbury Farm Fifth Addition, Mason City, Iowa, and all other Asbury Farm Subdivisions currently or hereafter platted, as more fully provided in the Declaration of Covenants, Conditions, and Restrictions dated the 18th day of June, 1973, and amendments thereto, applicable to Asbury Farm Fifth Addition, Mason City, Iowa, and all other Asbury Farm Subdivisions currently or hereafter platted. Said Declaration of Covenants, Conditions, and Restrictions is hereby incorporated in and made a part of this Plat, and the covenants and restrictions contained therein shall run with the land and bind the same and shall insure to the benefit of and be enforceable by the plattee, the Association, or the owner of any lot subject to the Declaration of Covenants, Conditions, and Restrictions, their respective legal representatives, heirs, successors and assigns.

Signed this 7th day of August, 1990.

ASBURY FARM CORPORATION

BY NORTH IOWA LAND CO.

BY John W. Evans, Jr.
John W. Evans, Jr., President

STATE OF IOWA)
) ss.
COUNTY OF CERRO GORDO)

On this 7th day of August, 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John W. Evans, Jr., to me personally known, who being by me duly sworn, did say that he is the President of North Iowa Land Co., no seal has been procured by the Corporation, the foregoing instrument was signed in behalf of the Corporation by authority of its Board of Directors and John W. Evans, Jr., as President, acknowledged the execution of said instrument to be the voluntary act and deed of the Corporation, and himself, by it and by him voluntarily executed.

James J. Lockyer
Notary Public in and for the State
of Iowa

