

RECORDED

1992 MAY 27 AM 11:06

PLAT OF ASBURY FARM SIXTH ADDITION  
Mason City, Iowa

COLLEEN PEARCE  
CERRO GORDO CO.  
MASON CITY, IOWA

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

KNOW ALL MEN BY THESE PRESENTS:

That ASBURY FARM CORPORATION, an Iowa corporation having its principal place of business in Mason City, Iowa, and Richard L. Bever and Cindy J. Bever, husband and wife, being the proprietors and owners of real estate situated in Mason City, Cerro Gordo County, Iowa, described as follows, to-wit:

That part of the Southeast Quarter of Section 2, Township 96 North, Range 20 West of the 5th P.M., City of Mason City, Cerro Gordo County, Iowa, described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence N 00°00'00" E, 844.24 feet along the West line of said Southeast Quarter to the point of beginning; thence S 90°00'00" E, 40.00 feet to the Northwest corner of Lot 15, Asbury Farm Second Subdivision, Mason City, Iowa; thence S 77°20'58" E, 466.21 feet along the Northerly line and the Easterly extension of the Northerly line of said Asbury Farm Second Subdivision to the Westerly line of Block 1, Asbury Farm, Mason City, Iowa; thence N 02°35'49" W, 152.33 feet along said Westerly line; thence N 34°58'20" E, 60.97 feet along said Westerly line; thence N 55°01'40" W, 108.68 feet; thence N 08°28'52" W, 138.94 feet to the beginning of a 220.00 foot radius, non-tangent curve, concave Northerly; thence Westerly 34.74 feet along said curve with a chord bearing S 86°02'32" W, 34.70 feet; thence N 89°26'04" W, 28.79 feet; thence N 00°00'00" E, 185.00 feet to a point on the Northerly line of the South Half of said Southeast Quarter, said point being 350.00 feet from the Northwest corner of said South Half of the Southeast Quarter; thence N 89°26'04" W, 350.00 feet along said Northerly line to said Northwest corner; thence S 00°00'00" W, 486.09 feet to the point of beginning; containing 5.17 acres

ALSO, Tract 1, being that part of the Southeast Quarter of Section 2, Township 96 North, Range 20 West of the 5th P.M., Cerro Gordo County, Mason City, Iowa, described as follows: Commencing at the Southwest corner of said Southeast Quarter of Section 2; thence N 00°00'00" E, 844.24 feet along the West line of said Southeast Quarter of Section 2; thence S 90°00'00" E, 40.00 feet to the Northwest corner of Lot 15, Asbury Farm Second Subdivision, Mason City, Iowa; thence S 77°20'58" E, 229.10 feet along the Northerly line of said Asbury Farm Second Subdivision to the point of beginning; thence continuing S 77°20'58" E, 139.94 feet; thence S 12°39'02" W, 84.05 feet to the Northeast corner of Lot 7 in said

Asbury Farm Second Subdivision; thence N 75°41'29" W, 140.00 feet to the Northwest corner of said Lot 7; thence N 12°39'02" E, 80.00 feet to the point of beginning; containing 11,479 square feet, subject to an easement for utility purposes across the Easterly 10.0 feet thereof.

ALSO, Tract 2, being that part of the Southeast Quarter of Section 2, Township 96 North, Range 20 West of the 5th P.M., Cerro Gordo County, Mason City, Iowa, described as follows: Commencing at the Southwest corner of said Southeast Quarter of Section 2; thence N 00°00'00" E, 844.24 feet along the West line of said Southeast Quarter of Section 2; thence S 90°00'00" E, 40.00 feet to the Northwest corner of Lot 15, Asbury Farm Second Subdivision, Mason City, Iowa; thence S 77°20'58" E, 369.04 feet along the Northerly line and the Easterly extension of the Northerly line of said Asbury Farm Second Subdivision to the point of beginning; thence continuing S 77°20'58" E, 97.17 feet to a point on the Westerly line of Asbury Farm, Mason City, Iowa; thence S 02°35'49" E, 90.75 feet along said Westerly line of Asbury Farm to the Northeast corner of Outlot A, Asbury Farm Second Subdivision; thence N 75°41'29" W, 121.09 feet to the Northeast corner of Lot 7, said Asbury Farm Second Subdivision; thence N 12°39'02" E, 84.05 feet to the point of beginning containing 9,341 square feet.

do hereby acknowledge that they have caused said described real property to be surveyed and platted for the purpose of establishing and creating a subdivision in Mason City, Cerro Gordo County, Iowa, to be known as Asbury Farm Sixth Addition, Mason City, Iowa, and that a Plat of said subdivision is hereto attached and is made with their full and free consent and in accordance with their wishes and desires, and that the easements and streets 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 is 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 (75%) of the then owners of said lots in Asbury Farm Sixth 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 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 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 Asbury Farm Corporation 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 like written approval of Asbury Farm Corporation 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 Asbury Farm Corporation 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 obstructions 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 Asbury Farm Corporation 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 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 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. Lots One (1), Two (2), Three (3), and Four (4) in the subdivision shall not have direct driveway access to North Illinois Avenue.

15. Sidewalks, in conformance with city ordinances, shall be constructed adjacent to all lots in the subdivision where said lots abut public streets except for the following (for which sidewalks are not required);

- (a) Lot Four (4) abutting North Illinois Avenue; and
- (b) Lots One (1), Two (2), and Three (3) abutting Asbury Place.

All sidewalks shall be constructed at the owner's expense within one (1) year after the City of Mason City issues a Certificate of Occupancy for any structure on the lot. If the owner fails to construct the sidewalk(s) within the year after the issuance of the certificate, the City of Mason City, without notice, may enter upon the lot and construct the sidewalk(s) and assess the cost of construction against the lot as a lien.

16. The owner of each lot (hereafter referred to as "member lots") shall automatically be a member of a nonprofit corporation known as Asbury Farm Homeowners' Association, Inc., as provided for in the Declaration of Covenants, Conditions, and Restrictions dated June 18, 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 the Declaration of Covenants, Conditions, and Restrictions dated June 18, 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 nonprofit corporation law of the State of Iowa may now or hereafter have or exercise.

17. By virtue of his or her membership, 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.

18. 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.

19. In the event the parties 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.

20. Invalidity 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 and Richard L. Bever and Cindy J. Bever, husband and wife, in recording this Plat of Asbury Farm Sixth Addition, Mason City, Iowa, have designated Outlot "A" 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 Sixth 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 June 18, 1973, and amendments thereto, applicable to Asbury Farm Sixth 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 inure to the benefit of and be enforceable by Asbury Farm Corporation, the Association, or the owner of any lot subject to the Declaration of Covenants, Conditions,

and Restrictions, and their respective legal representatives, heirs, successors and assigns.

Signed this 22<sup>nd</sup> day of April, 1992.

ASBURY FARM CORPORATION

By Samuel D. Porter  
Samuel D. Porter, President

Richard L. Bever  
Richard L. Bever

By John K. MacGregor  
John K. MacGregor, Secretary

Cindy J. Bever  
Cindy J. Bever

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

On this 22<sup>nd</sup> day of April, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, 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, acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

John L. Duffy  
Notary Public in and for  
the State of Iowa  
JOHN L. DUFFY

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

On this 22<sup>nd</sup> day of April, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard L. Bever and Cindy J. Bever, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

John L. Duffy  
Notary Public in and for  
the State of Iowa  
JOHN L. DUFFY

JLD:jg  
PLAT1:Asbury Plat2