

DEDICATION OF PLAT OF
ASBURY FARM SEVENTH ADDITION,
MASON CITY, IOWA

RECORDED

96 AUG 26 PM 3: 52

COLLIER PEARCE
CERRO GORDO CO.
MASON CITY, IOWA

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

Asbury Farm Corporation, an Iowa corporation ("Developer"), the owner of the real estate described on the Plat attached to this Dedication, hereby acknowledges it has caused said real estate 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 SEVENTH ADDITION, MASON CITY, IOWA." The Plat of Asbury Farm Seventh Addition, Mason City, Iowa, is made with the full and free consent and in accordance with the wishes and desires of Developer.

The real estate described on the Plat is located within the city limits of Mason City. The real estate is located within Zone "PUD-R" designated a Residential Planned Unit Development District.

The easements and streets contained in the Plat are hereby dedicated to the public use forever.

The following conditions, restrictions, covenants, agreements, and reservations (collectively referred to as "Restrictions") are established and created as binding upon each lot and Outlot "A" in the subdivision and are for the benefit of each present and future owner of any lot in the subdivision and shall constitute covenants running with the land.

The easements are perpetual.

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 the Restrictions shall be automatically extended for successive periods of ten (10) years unless by vote of 75% of the then owners of the lots in Asbury Farm Seventh Addition, Mason City, Iowa, it is agreed to change the Restrictions in whole or in part.

The Restrictions are:

1. All lots shall be used solely for single-family residence purposes except Outlot "A" which is hereby designated as a Common Area for benefit of all lot owners in the subdivision.
2. One structure only shall be permitted on a lot. No building or structure detached from the residence shall be permitted, except only this Restriction shall not apply to Outlot "A" in the subdivision.

AUDITOR'S OFFICE
CERRO GORDO COUNTY, IOWA
RECORDED INTO TAXATION THIS 26th
DAY OF August AD. 1996
Kenneth W. Kline
AUDITOR

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3. 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 types are submitted to and receive the written approval of the Developer or its successors and assigns:

- a. Building plans including:
 1. Floor plans;
 2. Building profiles.
- 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.
- c. Landscape plans, which indicate:
 1. Planting types, sizes, and location;
 2. Grading plans including existing and proposed contours;
 3. Ground cover materials;
 4. All other outdoor features proposed.
- d. Such other plans and information as may be requested.

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

4. No exterior television or radio equipment, including but not limited to dishes, antennae, and appurtenances shall be constructed or installed upon any lot unless the plans and specifications therefor are submitted to and receive the written approval of Developer or its successors and assigns.

5. No building shall be moved on to any lot.

6. The building lines shall be as shown upon the Plat of the subdivision.

7. 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.

8. 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.

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

10. 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 the premises.

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

12. 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.

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

14. 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.

15. Sidewalks, in conformance with City Ordinances, shall be constructed adjacent to all lots in the subdivision where the lots abut public streets. All sidewalks shall be constructed at the owner's expense within one 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 costs 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 recorded April 30, 1974, in Book 9, Page 353 in the office of the Cerro Gordo County Recorder (the "Declaration"), and Amendments thereto, which shall be vested with, although 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 the subdivision;
- b. To promote the health, safety, and welfare of the residents of the Member Lots within the 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 and Amendments;
- e. To fix, levy, collect, and enforce payment by any lawful means, of 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.

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

18. Easement is reserved and reservation made in, on, and through the lots and Outlot "A" for the construction, placing, and maintenance of public or private utilities and drainage facilities such as underground conduits, gas lines, underground sewers, water mains, tiles, inlets, and underground television cables as shown on the attached Plat.

19. In the event an owner of any lot, or his or her or its assigns, shall violate or attempt to violate any 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 recover such restriction and either prevent them from doing so or recover damages for such violation.

20. Invalidation of any one of these Restrictions by judgment or court order shall in no way affect any of the other Restrictions which shall remain in full force and effect.

Developer, in recording this Dedication of Plat of Asbury Farm Seventh Addition, Mason City, Iowa, has designated Outlot "A" as a Common Area intended for use by the homeowners of Member Lots in the

subdivision and all other Asbury Farm subdivisions currently or hereafter platted, for recreation and other related activities. The Common Area is not dedicated for use by the general public but is dedicated to the common use and enjoyment of Member Lot homeowners in Asbury Farm Seventh Addition, Mason City, Iowa, and all other Asbury Farm subdivisions currently or hereafter platted as more fully provided in the Declaration and Amendments. The Declaration and Amendments are hereby incorporated in and made a part of this Dedication of 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, Asbury Farm Homeowners' Association, Inc., or the owner of any lot subject to the Declaration and his or her or its respective legal representatives, heirs, successors, and assigns.

Signed this 26 day of August, 1996.

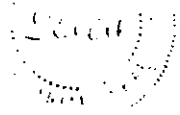
ASBURY FARM CORPORATION

By Samuel D. Porter Pres
Samuel D. Porter, President

By Clarice R. Paulson
Clarice R. Paulson,
Assistant Treasurer

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

On this 26 day of August, 1996, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Samuel D. Porter and Clarice R. Paulson, to me personally known, who being by me duly sworn, did say that they are the President and Assistant Treasurer, respectively, of the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Samuel D. Porter and Clarice R. Paulson as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



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