

Mills Co -

Park Place Acres 3

239-537

PARK PLACE ACRES DIVISION 3

228TH LANE EASEMENT AND MAINTENANCE AGREEMENT
AND
PERPETUAL UTILITY EASEMENT
AND
RESTRICTIVE COVENANTS

Re: A parcel of land located in part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26, and in part of Lot 1 of an Auditor's Subdivision being a part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, all located in Township 73 North, Range 43 West of the 5th Principal Meridian, Mills County, Iowa, said parcel being more fully described as follows:

Commencing at the Northwest Corner of Lot 12 of Park Place Acres and the Point of Beginning; thence S00°19'54"W along the West line of said Lot 12 a distance of 213.27 feet to the Northerly right-of-way line of Fox Road; thence S79°33'03"W along said right-of-way line a distance of 7.74 feet to the beginning of a curve concave Northerly having a central angle of 10°26'57" and a radius of 783.51 feet; thence Westerly along said curve and along said right-of-way line an arc distance of 142.88 with a chord bearing and distance of S84°46'32"W, 142.68 feet; thence N90°00'00"W along said right-of-way line a distance of 142.38 feet; thence N85°06'20"W along said right-of-way line a distance of 275.45 feet to the Southeast Corner of Lot 1 of Park Place Acres Division 2; thence N00°09'45"W along the East line of said Lot 1 and along the East line of Parcel B of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 359.78 feet to the Northeast Corner of said Parcel B; thence S89°54'44"W along the North line of Parcels A and B of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 343.86 feet to the West line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence N00°13'32"E along said West line a distance of 532.29 feet; thence S87°52'55"E a distance of 866.56 feet; thence S76°27'46"E a distance of 51.01 feet; thence S22°23'56"E a distance of 50.13 feet; thence S13°36'18"E a distance of 43.29 feet; thence S01°58'05"W a distance of 70.09 feet; thence S02°03'21"W a distance of 212.74 feet; thence S01°27'58"W a distance of 272.05 feet to the North line of said Lot 12; thence S89°42'50"W along said North line a distance of 17.30 feet to the Point of Beginning. Said parcel contains 16.04 acres, more or less, and is subject to easements of record.

Note: The South line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 26 is assumed to bear S89°54'44"W for this description.

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228th Lane as shown on the Final Plat is a perpetual, private road and easement located in Park Place Acres Division 3 Subdivision. The owners, their heirs and assigns of Lots 1, 2, 3, 4, and 5 are to have the right to ingress and egress to their respective properties along and over the private road known as 228th Lane as shown on the plat of this subdivision.

228th Lane as shown on the final Plat is to be maintained by the owners of Lots 1, 2, 3, 4 and 5 on an equal basis. One-fifth (1/5) of the expense is to be paid by each lot owner whether you use the road or not. The annual maintenance assessment for 228th Lane shall never exceed \$25.00 per month unless a majority of the property owners agree to raise the \$25.00 per month fee.

The developers of Park Place Acres Division 3 are to surface 228th Lane in 1998 with asphalt or concrete road 20 to 24 feet in width with a 66 foot cul-de-sac.

A perpetual utility easement on 228th Lane and the utilities easements show on the plat, and the right to ingress and egress shall be preserved for the installation and maintenance of all utilities that any of the owners of Lots 1, 2, 3, 4 and 5 shall request.

1. No trailer, mobile homes, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any residence of a temporary character be permitted.
2. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage.
3. No trailers or mobile homes shall be allowed on the premises on a temporary or permanent basis.
4. Each owner shall be responsible to maintain their premises free from all junk, abandoned cars and accumulated debris.
5. No junk yards shall be permitted.
6. No commercial dog kennels or livestock confinement operations shall be permitted.
7. All homes constructed are to be of lumber, concrete or concrete block

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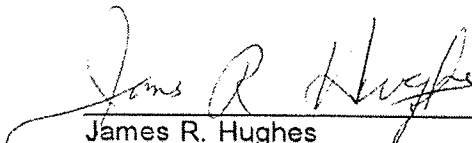
and other common house building materials with a two-car garage. The two-car garage can be under the home, attached or detached. The homes are to be constructed on the site with a minimum of 1750 square foot finished living area. The developer reserves the right to approve or disapprove allowing a factory built home in the subdivision.

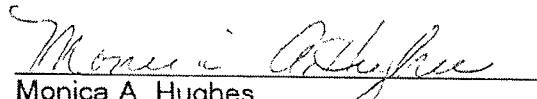
8. No titleholder of a platted lot will have more than five head of livestock on a platted lot, and shall care for the livestock so they will not be a nuisance to the neighborhood. No hogs are allowed.
9. All lots described herein shall be known, described and used solely as single family, acreage, residential lots.
10. All satellite dishes over 30 inches in diameter are to be installed behind the house on the respective lots.
11. In constructing the residence and buildings, all set back buildings shall be within the following specifications:
 - A. The distance from the front line to the residence shall be at least 25 feet.
 - B. The distance from the residence/garage/barn to the side lot or rear lot line shall be a minimum of ten (10) feet from each side.
12. Titleholder of the property, vacant or improved, shall keep his lot or lots free of weeds and debris.
13. No obnoxious or offensive trade shall be carried on nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
14. Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation or requirement for its enforcement.
15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then

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owners of the lots has been recorded agreeing to change said covenants in whole or in part.

16. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate this covenant herein, it shall be lawful for any other person or persons owning any other lots in said development of subdivision, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenant either to prevent him or them from so doing or to recover damages or other dues for such violation.
17. Recreational vehicles, boats, tractors, cars and equipment are to be stored in an enclosed utility building or machine shed. All utility buildings are to be attractive and conducive to the neighborhood.
18. Horse barns and riding areas are allowed in Park Place Acres Division 3.

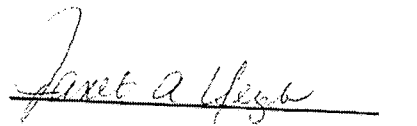

James R. Hughes


Monica A. Hughes

STATE OF IOWA)
) SS:
COUNTY OF MILLS)

On this 12th day of Aug, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared James R. Hughes and Monica A. Hughes, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.




NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

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