

249-281 Park Place Acres Division 4

**RESTRICTIVE COVENANTS
PARK PLACE ACRES DIVISION 4**

These covenants contained herein pertain to the real estate legally described as follows:

A parcel of land located in part of Lots 1,2,6,7,8, and 25 of the Official Plat of the NE1/4 and SE1/4 of Section 35, together with all of Lot 17 of Park Place Acres Division 2 located in said 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 Southwest Corner of said Lot 2 and the Point of Beginning; thence N89°34'28"E along the South line of said Lot 2 a distance of 535.57 feet to the Southeast Corner of Lot 11 of said Park Place Acres Division 2; thence N06°26'48"E along the East line of said Lot 11 a distance of 325.02 feet; thence N73°52'15"W along the North line of said Lot 11 a distance of 140.58 feet; thence N59°07'51"W along said North line a distance of 112.74 feet to a point on the Easterly right-of-way line of Forrester Lane, said point being on a curve concave Southwesterly having a central angle of 244°55'25" and a radius of 60.00 feet; thence Northwesterly along said right-of-way line and along a portion of said curve an arc length of 16.43 feet with a chord bearing and distance of N17°43'45"W, 16.38 feet to the end of said curve and to the beginning of a curve concave Northeasterly having a central angle of 37°27'42" and a radius of 100.00 feet; thence Northwesterly along said right-of-way line and along said curve an arc length of 56.66 feet with a chord bearing and distance of N09°20'41"W, 55.90 feet to the end of said curve; thence N06°53'10"E along said right-of-way line a distance of 7.09 feet; thence S59°07'51"E along the North line of said Lot 17 a distance of 156.24 feet; thence S73°52'15"E along said North line a distance of 137.57 feet; thence S64°46'51"E along said North line a distance of 40.17 feet; thence N22°49'51"E along the West line of said Lot 17 a distance of 154.44 feet; thence N04°32'49"E along said West line a distance of 179.54 feet; thence S83°49'19"E along the North line of said Lot 17 a distance of 188.40 feet to the Northeast Corner of said Lot 17; thence S01°28'42"W along the East line of said Lot 17 a distance of 660.91 feet to the Southeast Corner of said Lot 17; thence N89°34'28"E along the North line of said Lot 8 a distance of 294.04 feet; thence S36°14'23"W a distance of 91.50 feet; thence S17°04'34"W a distance of 55.56 feet, thence S06°09'09" E a distance of 51.68 feet; thence S10°05'24"E a distance of 215.48 feet, thence S06°47'37"E a distance of 184.45 feet; thence S01°29'09"E a distance of 85.09 feet; thence S07°14'57"W a distance of 120.60 feet; thence S01°50'09"W a distance of 40.52 feet; thence S63°39'13"E a distance of 239.74 feet; thence S42°29'38"E a distance of 241.25 feet to the East line of said Lot 8; thence S00°13'07"W along a portion of the East line of said Lot 8 and along the East line of said Lot 25 a distance of 864.66 feet to the Southwest Corner of said Lot 25; thence N89°56'35"W along the South line of said Lot 25 a distance of 397.82 feet to the centerline of a ditch; thence N26°46'57"W along said centerline a distance of 322.40 feet; thence N42°13'43"W along said centerline a distance of 153.88 feet; thence N84°03'28"W along said centerline a distance of 120.06 feet; thence N65°13'01"W along said centerline a distance of 213.64 feet; thence N27°27'32"W along said centerline a distance of 176.72 feet to the South line of said Lot 6; thence N89°47'41"W along the South line of said Lot 6 a distance of 483.75 feet; thence N00°05'42"E a distance of 648.18 feet; thence N89°53'23"E a distance of 197.18 feet to the centerline of said ditch; thence N17°44'59"W along said centerline a distance of 217.34 feet; thence N21°14'41"W along said centerline a distance of 220.91 feet; thence N11°58'08"W along said centerline a distance of 240.13 feet to the Point of Beginning. Said parcel contains 50.89 acres, more or less, and is subject to easements of record.

Note: The East line of Lot 17 of Park Place Acres Division 2 is assumed to bear S01°28'42"W for this description.

1. All lots described herein shall be known, described and used solely as single family, acreage, residential lots.

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2. Lots 1, 2, and 3 of Park Place Acres Division 4 will have the same Covenants as Park Place Acres Division 2 plus the Covenants of Park Place Acres Division 4.
3. The Developer, his heirs or assigns reserve the right to replat or subdivide Lot 14 north of the gas line and Lot 15 to make two lots north of the gas line and one lot south of the gas line.
4. The only covenants on Lot 8 west of the ditch will be:
 - No junk yards
 - No confinement livestock operations.
 - No commercial dog kennels.
 - No trailers.
5. The Developer, his heirs or assigns reserve the right to replat or subdivide Lot 8.
6. Minimum square footage per family:
 - a. 1450 square feet, ranch style, main floor living area.
 - b. 1450 square feet, split entry style, main floor living area.
 - c. 1650 square feet, tri-level style, main floor and upstairs living area.
 - d. 1650 square feet, one and one-half story style, main floor and upstairs living area.
 - e. 1800 square feet, two story style, main floor and upstairs living area.
 - f. 1650 square feet, multi-level style, main floor and upstairs living area.
7. 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.
8. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage or shop.
9. Each owner shall be responsible to maintain their premises free from all junk, abandoned cars and accumulated debris.
10. No junk yards shall be permitted.
11. No commercial dog kennels, no livestock or livestock confinement operations shall be permitted, except Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 21 can have two horses per lot.
12. All homes constructed are to be of lumber, brick, concrete or concrete block and other common house building materials with a two car garage. The two car garage can be under the home, attached or detached. All homes are to be stick-built on the site. The developer reserves the right to approve or disapprove earth style or earth berm homes in the subdivision.

13. All outbuildings, such as shop, garage, or horse barn, are to be constructed with quality materials and shall compliment or blend with the neighborhood.

14. The titleholders of a platted lot shall care for their pets so they will not be a nuisance to the neighborhood.

15. No hunting permitted in Park Place Acres Division 4.

16. In constructing the residence and buildings, all set back buildings shall be within the following specifications.

- a. The distance from the Easement line to the residence shall be at least 25 feet.
- b. The distance from the residence/garage/barn/or utility buildings to the rear lot line shall be a minimum of twenty-five (25) feet and the minimum from the side lot line at corner is to be fifteen (15) feet.
- c. All side yards are to be a minimum of ten (10) feet.

17. Titleholder of the property, vacant or improved, shall keep his lot or lots free of weeds and debris.

18. 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.

19. Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation or requirement for its enforcement.

20. The fence in front of the residence shall not exceed four (4) feet in height. Any type of fence constructed behind the residence shall not exceed six (6) feet in height.

21. The first 75 feet of all driveways from the street to the home and/or garage are to be constructed of concrete, asphalt or brick.

22. All satellite dishes over 30 inches in diameter are to be installed behind the house on the respective lots.

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

24. If the present or future owners of any of said lots, or their grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant

and either to prevent him or them from so doing or to recover damages or other dues for such violation.

25. The Developer can modify the Covenants and the Road Maintenance Agreement anytime in the first year after the plat is filed.

26. All property owners in Park Place Acres Division 4 have the right, and grant the right to use the private roads (Forrester Valley Lane and Foxworthy Lane) and the 60 foot Drainage Utility and Emergency Exit Easement for ingress and egress as shown on the final plat of Park Place Acres Division 4 and agree to comply with the Bylaws of the Private Road Maintenance Agreement of Park Place Acres Division 4.

James R. Hughes
James R. Hughes

Monica A. Hughes
Monica A. Hughes

STATE OF IOWA)
) SS:
COUNTY OF MILLS)

On this 11 day of JUNE, 1999, 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.



Carol S. Patterson
CAROL S. PATTERSON
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

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**BYLAWS OF THE PRIVATE ROAD MAINTENANCE ASSOCIATION OF
PARK PLACE ACRES DIVISION 4**

ARTICLE I

The provisions of these Bylaws are applicable to the maintenance and care of the private roads at Park Place Acres Division 4.

The roads are named on the Final Plat as Forrester Valley Lane and Foxworthy Lane and 60 Foot Drainage Utility and Emergency Exit Easement.

ARTICLE II

1. The affairs of the association of owners shall be governed and managed by the Private road Maintenance Association. All owners automatically become members of the association.

2. All owners and other parties using the private roads shall be bound by the rules and regulations of the Private Road Maintenance Association.

3. Each owner understands that the Association has authority to assess charges to the owners and lien upon lots for any common expenses and maintenance of the road. The liability of a lot owner for assessments may not be avoided by waiver of the use of any common element of the driveway.

ARTICLE III

The officers of the Association shall be a President, Secretary and Treasurer. They shall be appointed on an annual basis by a majority vote by the home or lot owners within the subdivision. The officers shall have the following powers:

1. To engage and contract for maintenance of the roadway.
2. To levy and collect assessment for expenses incurred in maintenance of the roadway.
3. To bring action on behalf of the subdivision against any homeowner that does not pay the assessment for maintenance and repairs for the private roadway.

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ARTICLE IV

The officers of this Private Road Maintenance Association shall be free from all personal liability for acts done on behalf of the Private Road Maintenance Association.

ARTICLE V

1. The Developer will set up a Road Maintenance Bank Account and the Owner of each lot or residence will pay \$25.00 per month for road maintenance. This fee will start when the lot is transferred. The \$25.00 per month fee will be set up on a Transmatic Automatic Deposit from the Resident's Account to the Road Maintenance Account. If anyone does not pay the \$25.00 per month, the delinquency will constitute a lien on their property.
2. The Developer will manage the Road Maintenance and the Road Maintenance Bank Account until the lots are sold or occupied, at which time, management will be by the officers of the Private Road Maintenance Association.
3. The Residents can audit the Maintenance Bank Account and maintenance costs at any time.

ARTICLE VI

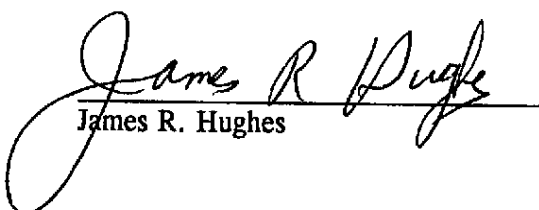
In voluntary conveyance of the ownership of a lot, the grantee of a lot shall be jointly and severally liable with the grantor for all unpaid assessments against the property for the share of the common expenses.

ARTICLE VII

The officers of the Private Road Maintenance Association may levy an assessment for special assessment for the purposes of defraying the cost of any construction, reconstruction, or unexpected repair upon the private road, provided however that such assessment shall have the assent of three-fourths (3/4) of the lots within the subdivision.

ARTICLE VIII

The owners of each lot shall be subject to these rules and conditions, together with any amendments passed or adopted by future owners of the land within the subdivision. A majority vote of the owners of the lots shall be adequate for modifying, amending or changing these rules and regulations.


James R. Hughes


Monica A. Hughes

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STATE OF IOWA)
) SS:
COUNTY OF MILLS)

On this 11 day of JUNE, 1999, 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.



Carol S. Patterson
CAROL S. PATTERSON
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE