

FINAL COVENANTS

1/29/81

OWNERS CONSENT TO PLAT AND RESTRICTIVE COVENANTS

WHEREAS, the Albia Community Betterment Corporation, a non-profit corporation, is the owner of the premises described in the Surveyor's Certificate attached to the accompanying plat of "Parkview Estates," and

WHEREAS, said Corporation has had said premises surveyed and divided into lots and caused the same to be platted as "Parkview Estates," as shown by the plat to which this Consent is attached, and

WHEREAS, said Corporation now desires to record said plat:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, the Albia Community Betterment Corporation hereby acknowledges that the subdivision and platting of said land as the same appears upon said plat is done with its free consent and in accordance with its desires.

All land in said development shall be subject to the following RESTRICTIVE COVENANTS, to-wit:

1. Land Use and Building Type. No lot shall be used except for residential purposes and no home industry will be permitted. No building shall be erected altered, placed or permitted to remain on any lot other than a single or two-family dwelling not to exceed two stories in height.

An attached garage for one or more cars must be constructed if the home is a one-family structure. Two attached garages with spaces for one or more cars each must be constructed if the structure is a two-family dwelling.

2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications have been approved by the Corporation or such committee of the Corporation as the Corporation may designate in writing from time to time. Such approval shall be required as to quality of workmanship and materials, location with regard to topograph and finished grade elevation, and all other factors relating to the harmony of the proposed structure with existing designs and structures within the development. A hard-surfaced driveway shall be required to be constructed within six months after any residence is occupied. Approval shall be as provided in Section 14 hereafter.

Certain soils within Parkview Estates pose shrink-swell hazards to foundations. The review of plans and specifications by the Corporation, in accordance with these Covenants, shall not be deemed a review of foundation design, and shall not be construed to impose any liability upon the Corporation for defects in foundation design or construction.

3. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

4. Nuisances. Grass on any lot shall be kept mowed to a height of not to exceed eight (8) inches and all lots, vacant or improved, shall be kept free of weeds, debris, junk cars and similar eyesores. Failure to do so shall entitle the Corporation to correct the same and charge the owner a reasonable cost therefor.

No noxious or offensive activity shall be carried on upon any lot, nor shall anyone do anything thereon which may be or may become an annoyance or nuisance to the neighborhood.

5. Fencing. Fencing may be permitted on only the rear portion of the lot, that portion extending beyond the rear of the structure, but such fencing is restricted to a chain link or wood fence no more than five (5) feet in height around the lot's perimeter.

6. Vehicle Storage. Recreational vehicles, boats, trailers and similar vehicles or recreational units may be parked on the lot for off-season storage but must be parked beyond the rear line of the structure or the garage.

7. Temporary Structures. No structure of a temporary character, trailer, motor home, basement, tent, shack, garage or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

8. Signs. No sign of any kind shall be displayed to the public view on any lot except a sign containing the name of the owner of the residences and/or the house number and except that one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a building contractor or builder to advertise a property during the construction and sales period.

9. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

10. Water, Sewage and Garbage. No individual water supply system or sewage disposal system shall be permitted. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No roof or foundation drainage can be disposed of through the sanitary sewer system.

11. Trees. All trees shall be planted at least 20 feet back of the curb.

12. Sidewalks must be constructed on all home sites at an elevation eight (8) inches above the curblin and with a set-back of eleven (11) feet from said curblin. The width of the sidewalk shall be as determined by ordinances of the City of Albion.

13. Sight Distances at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at a point or points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property line extended. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. Land Near Water Courses. No building shall be placed nor shall any material or refuse be placed or stored on any lot within twenty (20) feet of the edge of any open water course, except that clean fill may be placed near it provided that the natural water course is not altered or blocked by such fill.

15. Architectural Approval. Any lot owner or prospective lot owner shall, prior to construction, submit plans containing such information as may be required by the Corporation. The Corporation or its designee shall approve or disapprove in writing the submittals within thirty (30) days after all plans and specifications required have been submitted.

16. Term. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for a period of twenty (20) years from the date of their recording, 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 is recorded, agreeing to change said covenant in whole or in part. However, the Corporation may at any time establish a committee of five (5) property owners to assume the Corporation's architectural control function. In the event of the death or resignation of a committee member, or in the event he or she is no longer a property owner, the remaining committee members shall appoint a successor.

17. Enforcement. If any property owner, his heirs or assigns, or their agents, dependents, or employees of any of them, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said development or subdivision, or the Corporation to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent such violator from doing so or to recover damages for such violation.

18. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

ALBIA COMMUNITY BETTERMENT CORPORATION

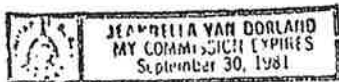
By Henry Peterson

President

By R. H. Keldy

STATE OF IOWA)
) SS
COUNTY OF MONROE)

On this 17 day of August, 1980, before me the under-
signed, a Notary Public in and for the State of Iowa, personally
appeared John J. [unclear] and [unclear],
to me personally known, who, being by me duly sworn, did say that
they are the President and [unclear], respectively, of said
Corporation executing the within and foregoing instrument, that no
seal has been procured by said Corporation; and that the said
[unclear] and [unclear] as officers
acknowledged the execution of said instrument to be the voluntary
act and deed of said Corporation, by it and by them voluntarily
executed.



[Signature]
Notary Public in and for the
State of Iowa

Albia Community Betterment Corp.
Architectural Guidelines
January 19, 1981

The following guidelines are being furnished to builders, contractors, and prospective home owners wishing to build in Parkview Estates, a subdivision in the City of Albia, Iowa.

These guidelines have been adopted by the Board of Directors of this Corporation on recommendation of its Architectural Committee and the Architectural Committee has authority, on behalf of the corporation, to insure adherence to these guidelines and to the plat and restrictive covenants.

1. All plans must be submitted for approval of the Architectural Committee and approval must be obtained before construction can be started. Owners or builders should submit a complete, accurate, and detailed set of plans and specifications including a plat of the lot showing the location of the house, driveway, and walks with elevations and contours.

2. All structures in the Parkview Estates must meet minimum FmHA specifications.

3. All houses must be sited on the plat as to meet all regulations of the Planning and Zoning Ordinance of the City of Albia.

4. In addition to the above FmHA specifications the Albia Community Betterment Corporation has established the following requirements for builders in this sub-division:

- a. All basements must be of poured concrete and no block basements will be approved. A block foundation, however, is acceptable if the house is to be built on a concrete slab.
- b. All houses must have an attached garage for at least one vehicle, or for at least two vehicles if the house is a two-family home.
- c. A paved concrete or asphalt driveway at least ten (10) feet in width must be installed from the garage to the curbline. The driveway must have a five (5) foot radius where it meets the street. Any curb which is removed must be reinstalled.
- d. Sidewalks of a width and depth to meet ordinances of the City of Albia, must be installed on all properties and set-backs and elevations must be as specified in the Restrictive Covenants for Parkview Estates.
- e. All lots must be sodded in the front of the house, on all sides to the lot line and to a point at least ten (10) feet behind the house.
- f. A minimum of two (2) trees and at least four (4) shrubs must be planted on a lot at a point no closer than twenty (20) feet from the curbline.
- g. House colors must be white, natural wood tones, or painted in Williamsburg colors.
- h. Houses with identical plans will not be approved for placement on adjoining lots.

5. The Albia Community Betterment Committee reserves the right to alter these requirements when deemed necessary.

6. The Architectural Committee must give to the builder or homeowner either written approval or disapproval of plans within 30 days of the time the plans are submitted to the Committee and if possible such approval or disapproval should be given within a week.

7. Plans being submitted to the Architectural Committee for review can be left at the Albia Area Chamber of Commerce.

Gary Peterson

Norm Braun

