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KAREN SCHWANEBECK, RECORDER  
MARION COUNTY IOWA

**Preparer**

**Information** Michael J. Lane, P.O. Box 111, Knoxville, IA 50138, (641) 828-7373

Individual's Name	Street Address	City	Phone

Return to: Michael J. Lane, P.O. Box 111, Knoxville, IA 50138

**AFFIDAVIT AS TO RESTRICTIONS AND COVENANTS**

**TO WHOM IT MAY CONCERN:**

**STATE OF IOWA, MARION COUNTY, ss:**

I, Michael J. Lane, being first duly sworn under oath state as follows:

I am an attorney at law practicing in Knoxville, Iowa. I represent Park Lane Development, L.L.C.

I am familiar with Restrictions and Covenants of Deerfield Subdivision which were adopted by Park Lane Development, L.L.C. as part of the platting procedure on April 16, 2002. Paragraph 2 of Article III of those Restrictions and Covenants provides that they may be amended at any time by an affirmative vote of not less than seventy five (75) percent of the majority of the owners of the lots in Deerfield Subdivision at a meeting called by any owner for that purpose.

On May 17, 2006, a notice was sent to the owners of the lots in Deerfield Subdivision, Plats, 1, 2, 3, 4 and Fountain View Subdivision. The notice stated that the purpose of the meeting was to amend the Covenants, Conditions, and Restrictions of Deerfield Subdivision. Included was a form of proxy for those who were unable to attend the meeting, which appointed Leslie J. Robbins, Jr. to vote in favor of the proposed amendments. The meeting was held on June 7, 2006 at 5:30 P.M. at Park Lane Village, 908 South Park Lane Drive, Knoxville, Iowa. At that meeting more than 75% of the lot owners were present either in person or by proxy and they unanimously adopted the following amendments to the Restrictions and Covenants of Deerfield Subdivision:

Article I - Restrictions and Covenants-No. 20 is amended by deleting all of said paragraph and substituting in lieu thereof the following:

No. 20: Except as provided hereafter in this paragraph, no temporary structure of any character, and no carport, trailer, open basement, or shack shall be erected upon or used upon any Lot at any time, either temporarily or permanently. An owner may erect a swing set, playground equipment, pool house, storage or tool shed not larger than 10 foot by 12 foot, or other non-prohibited structure on any Lot only after securing the prior written approval of the Company. No structure or dwelling shall be moved from outside Deerfield Subdivision to any Lot without the approval of the Company. All dwelling structures must include a basement, the plans of which require written approval of the company.

Article II - Boundary Fence-No. 1 is amended by deleting all of said paragraph and substituting in lieu thereof the following:

No. 1. The Company will construct a boundary fence around the outside boundary lines for McKay Court. Lots on which the boundary fence is constructed are collectively referred to herein as the "Boundary Lots".

All of the other restrictions and covenants will remain the same.

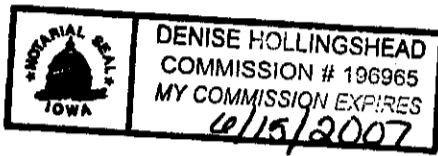
This Affidavit is made from my personal knowledge for the purpose of establishing that the amended restrictions and covenants of Deerfield Subdivision were adopted by more than 75% of the owners of the lots of Deerfield Subdivision.

Dated this 16<sup>th</sup> day of June, 2006.

Michael J. Lane  
Michael J. Lane

Subscribed before me by Michael J. Lane on this 16<sup>th</sup> day of June, 2006.

Denise Hollingshead  
Notary Public



RD # 1200 CK - RD J4L