

**CONSENT TO PLAT, DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
OF DEERFIELD SUBDIVISION,
AN ADDITION TO THE CITY OF KNOXVILLE, IOWA**

THIS DECLARATION, made on the date hereinafter set forth, is made by PARK LANE DEVELOPMENT, L.L.C, an Iowa Limited Liability Company, ("the Company").

PRELIMINARY STATEMENT

The Company is the owner of certain real property located within Marion County, Iowa and described as follows:

(The real estate as described on the attached Exhibit "A")

The Company has had the premises surveyed and divided into lots and platted as Deerfield Subdivision, which is an Addition to the City of Knoxville, Iowa. Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Company does hereby acknowledge that the subdivision and platting of said land as the same appears on said plat is with the consent of the Company and in accordance with its desire to plat the same.

The Company hereby dedicates and conveys the streets shown on the plat as Lot "A" (McKay Drive) and as Lot "B" (McKay Court), for the perpetual use by the public as a public street and further dedicates and conveys all easements shown upon said plat to the City of Knoxville, Iowa, its successors and assigns, the perpetual right within the area shown on the plat and described thereto to construct, reconstruct, operate and maintain electric lines, gas lines, sanitary sewer, water lines and other necessary utilities in the area included within said easements as shown on the plat attached hereto.

NOW THEREFORE, the Company hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions, and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots are, and each Lot is and shall be, subject to all and each of the following conditions and other terms:

**ARTICLE I
RESTRICTIONS AND COVENANTS**

1. All of said lots shall be single-family residential lots and shall not be improved, used, or occupied for other than private single-family residential purposes. No

commercial activity shall be conducted or maintained on any lot at any time, including activities that might otherwise be permitted by applicable zoning.

2. No residence, building, fence, wall, driveway, patio, patio enclosure. Above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by the Company as follows:
 - A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, and plot plans to the Company (the "Plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with subdivision of the plans, Owner shall notify the Company of the Owner's mailing address.
 - B. The Company shall review such plans in light of the conditions and restrictions in Article I of these restrictions and covenants and in relation to the type and exterior of improvements which have been constructed, or approved for construction, on the Lots. In this regard the Company intends that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Company in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed with the Deerfield Subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with these restrictions and covenants.

Atypical improvements and home designs such as dome houses, A-frame houses and log cabins will not be approved unless the Company determines that construction of these Improvements will not be materially inconsistent with the scheme of development contemplated by the Company. If the Company determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of these restrictions and covenants, does not conform with the surrounding improvements and typography or will not protect and enhance the integrity and character of all the Lots and neighboring Lots, if any, as a quality residential community, the Company may refuse approval of any proposed Improvement.
 - C. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be determined disapproved by the Company.

- D. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by the Company, or to control, direct or influence the acts of the Company with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Company by virtue of the authority granted to the Company in this Section, or as a result of any act or failure to act by the Company with respect to any proposed Improvement.
3. No single-family residence shall be created, altered, or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two stories in height. All dwellings must have, at a minimum, double attached garages.
 4. No mobile home as defined in the Code of Iowa shall be placed on or erected on any said Lot.
 5. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with simulated brick or other material approved by the Company. All exposed side and rear concrete or concrete block foundation walls must be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, wood, or other material approved in writing by the Company.

Unless other materials are specifically approved by the Company, the roof of all Improvements shall be covered with asphalt shingles or other approved material.

6. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale". No business activities of any kind whatsoever shall be constructed on any Lot; nor shall the owners of any Lot or any resident thereof. However, the language of this paragraph shall not apply to the business activities, sign and billboards or the construction and maintenance of buildings, if any, by the Company, their agents or assigns, during the construction and sale of the Lots.
7. No exterior television or radio antenna or disc of any sort shall be permitted on any Lot, unless approved by the Company.
8. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

9. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar vehicle shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 9 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Knoxville, Iowa.
10. No incinerator, trash burner or fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be permitted outside except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubble or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time, except one (1) umbrella-style clothes line per Lot maintained in the rear area of the Lot. Produce or vegetable gardens may only be maintained in rear yards.
11. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.
12. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Unless other materials are specifically approved in writing by the Company, fences shall only be composed of wood, wrought iron, PBC or black chain link. No fences or walls shall exceed a height of six (6) feet. All Lots will be fully sodded at the time of substantial completion of the dwelling located on the Lot.
13. No swimming pool may extend more than one foot above ground level.
14. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. Grading plans must be submitted to and approved by the Company prior to commencement of Improvements to any Lot. The Company shall review the grading plans in light of commercially recognized development and engineering standards.
15. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed four (4) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main

structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Knoxville.

16. Driveway and driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement be necessary, the repair or replacement shall also be concrete. No asphalt overlay of driveway or driveway approaches will be permitted.
17. No shelter for any animal, livestock, fowl or poultry shall be erected, altered, place or permitted to remain on any Lot, except for one (1) dog house constructed for one (1) dog; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by the Company, or its assigns, if required by the Company. Dog houses shall only be allowed at the rear of the residence, concealed from public view. No dog runs or kennels of any kind shall be allowed in Deerfield Subdivision. At no time will more than two (2) household pets be maintained on any one Lot at any one time. No livestock or agricultural-type animals shall be allowed in Deerfield Subdivision, including potbellied pigs.
18. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.
19. No residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat. No Lot shall be subdivided without the prior approval of the Company or its successors.
20. No temporary structure of any character, and no carport, trailer, open basement, storage or tool shed or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. An owner may erect a swing set, playground equipment, pool house or other non-prohibited structure on an 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.
21. No building or structure of a temporary character and no trailer, basement, tent, shack, garage, or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently.

22. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground. No individual water supply or sewage disposal system shall be permitted on any Lot.
23. The Company does reserve the right to require the installation of siltation fences or erosion control devices and measures in such locations, configurations, and designs as it may determine appropriate in its sole and absolute discretion.
24. Certain perpetual easements are reserved as shown on the recorded plat. The owner or occupant of a Lot shall, at his own expense, keep and preserve that portion of the easement within his property in good repair and condition, and shall neither erect nor permit erection of any building, structure or fences of any kind within the easement which might interfere in any way with the use of such easement.
25. No access shall be allowed on Howard Street from Lots 22, 23, 32, 33 and 34 on Willets Drive from Lots 30, 31 and 32 and on Park Lane Drive from Lots 1 and 7.

ARTICLE II
BOUNDARY FENCE

1. The Company plans to construct boundary fences along both the southern and northern most boundary of the Lots along McKay Drive and around the outside boundary lines for McKay Court. Lots on which the Boundary Fence is to be constructed are collectively referred to herein as the "Boundary Lots."
2. The Company hereby grants, reserves and declares that the Boundary Lots are subject to a permanent and exclusive right and easement in favor of the Company to construct, install, maintain, repair, reconstruct, and replace the Boundary Fence. Without limitation of the rights and easements granted by these restrictions and covenants, the Company, or its representatives may come upon any of the Boundary Lots of the purpose of constructing, installing, painting, renewing, reconstructing, repairing, maintaining, removing, and replacing the Boundary Fence.

ARTICLE III
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Company, the Company or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of these restrictions and covenants either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Company or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. These restrictions and covenants shall run with the land and be binding until March 1, 2022, at which time they shall terminate, unless these restrictions and

covenants have been extended for an additional twenty-one (21) year period as provided in Iowa Code Section 614.24.

These restrictions and covenants may be amended at any time by an affirmative vote of not less than seventy-five percent (75%) of the majority of the owners of the Lots in this subdivision at a meeting called by any owner for that purpose. Each Lot shall have one (1) vote at any such meeting.

3. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

Dated this 16th day of April 2002

Park Lane Development, L.L.C

By Leslie J. Robbins, Jr.
Leslie J. Robbins, Jr. - Manager

STATE OF IOWA, COUNTY OF MARION, ss:

On this 16th day of April, 2002, before me, a Notary Public in and for the said State, personally appeared Leslie J. Robbins, Sr., to me personally known, who being by me duly sworn did say that that person is the Manager of said limited liability company, that ~~(the seal affixed to said instrument is the seal of said)~~ (no seal has been procured by the said) limited liability company and that said instrument was signed ~~(and sealed)~~ on behalf of the said limited liability company by authority of its managers and the said Leslie J. Robbins, Sr. acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Michael Lane

Notary Public in and for said State.



EXHIBIT A

PROPERTY DESCRIPTION:

Outlot "A" of the Park Lane Development Plat 1, being an official Plat in the City of Knoxville, Marion County, Iowa

And

Outlot "B" of the Park Lane Development Plat 1, being an official Plat in the City of Knoxville, Marion County, Iowa

And

The South 350 feet of Lot "A" of the Madison Heights Subdivision, being an official Plat in the City of Knoxville, Marion County, Iowa