

PARK PLACE ACRES DIVISION 2 PROTECTIVE COVENANTS

These covenants contained herein pertain to the real estate legally described in attached Exhibit "A".

1. All lots described herein shall be known, described and used solely as single family, acreage, residential lots, or can be split and used as a duplex or townhouse lot with no more than 2 families per platted lot, with the same square footage requirements per family. If a duplex or townhouse is built, the homes are to be joined with a common wall.

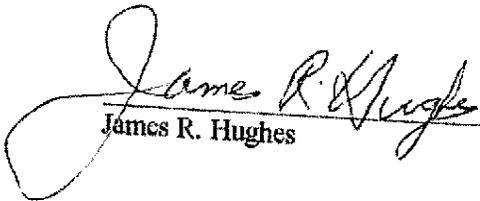
Minimum square footage per family:

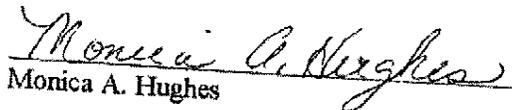
- a. 1250 square feet, ranch style, main floor living area.
 - b. 1450 square feet, split entry style, main floor living area.
 - c. 1650 square feet, tri-level style, main floor and upstairs living area.
 - d. 1650 square feet, one and one-half story style, main floor and upstairs living area.
 - e. 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.
2. 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.
3. 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.
4. No trailers or mobile home shall be allowed on the premises on a temporary or permanent basis.
5. Each owner shall be responsible to maintain their premises free from all junk, abandoned cars and accumulated debris.
6. No junk yards shall be permitted.
7. No commercial dog kennels, no livestock or livestock confinement operations shall be permitted.

8. 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.
9. The titleholders of a platted lot shall care for their pets so they will not be a nuisance to the neighborhood.
10. No hunting permitted in Park Place Acres Division 2.
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/or utility building 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. 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.
16. All driveways from the street to the home and/or garage are to be constructed of concrete, asphalt or brick.
17. All satellite dishes over 30 inches in diameter are to be installed behind the house on the respective lots.
18. Lots #10 and #11 can be split into four (4) lots with the same covenants.
19. Lot #17 can be resubdivided into four (4) lots with the same covenants and private or public roads.

20. 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.

21. 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.

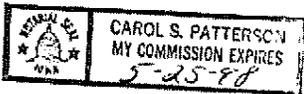

James R. Hughes


Monica A. Hughes

Sept. 14, 1995
Date

STATE OF IOWA)
) SS:
COUNTY OF MILLS)

On this 14 day of SEPTEMBER, 1995, before me a Notary Public in and for said County and State, personally appeared James R. Hughes and Monica A. Hughes, to me known as the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



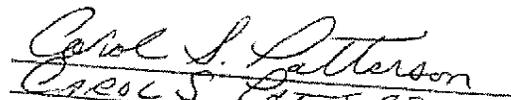

CAROL S. PATTERSON
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

EXHIBIT "A"

Legal Description:

A parcel of land located in part of Lots 1 and 2 of an Auditor's Subdivision being a part of the NW1/4 NE1/4 and a part of the NE1/4 NE1/4 of Section 35, Township 73 North, Range 43 West of the 5th Principal Meridian, Mills County, Iowa, being more fully described as follows:

Commencing at the Northeast Corner of said Section 35; thence S89°54'44"W along the North line of said NE1/4 a distance of 968.82 feet to the Point of Beginning; thence continuing S89°54'44"W along said North line a distance of 344.53 feet to the Northwest Corner of said Lot 1; thence S89°22'11"W along said North line a distance of 656.50 feet to the Northwest Corner of said Lot 2; thence S00°09'07"E along the West line of said Lot 2 a distance of 1323.22 feet to the Southwest Corner of said Lot 2; thence N89°34'28"E along the South line of said Lots 1 and 2 a distance of 874.06 feet; thence N01°28'42"E a distance of 990.02 feet; thence S86°48'51"E a distance of 373.66 feet; thence N00°00'00"E a distance of 72.26 feet; thence N85°06'20"W a distance of 275.45 feet; thence N00°09'45"W a distance of 259.78 feet to the Point of Beginning. Said parcel contains 28.36 acres, more or less, and is subject to easements of record.