

92-21401

Shoreline Est / Pottawattamie 92-21401

COPIED

RES. #11-91

RESOLUTION
FOR APPROVAL OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SHORELINE ESTATES
IN THE CITY OF CARTER LAKE, IOWA

WHEREAS, the developer, City of Carter Lake, Iowa, 950 Locust Street, Carter Lake, Iowa, 51510, has heretofore filed a Preliminary Plat of Shoreline Estates in Carter Lake, Iowa, with the Carter Lake Planning and Zoning Commission; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Shoreline Estates has been reviewed by the Council; and

WHEREAS, said Declaration of Covenants, Conditions and Restrictions for Shoreline Estates should be approved by the Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carter Lake, Iowa that the Declaration of Covenants, Conditions and Restrictions for Shoreline Estates in the City of Carter Lake, Iowa, be and the same are hereby approved.

Passed and Approved this 23rd day of January,
1991.

GERALD WALTRIP, Mayor

Attest:

Patricia S. Settles
PATRICIA S. SETTLES, City Clerk/Treasurer

c:shore.res

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Pott Shoreline Estates

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SHORELINE ESTATES
IN THE CITY OF CARTER LAKE, IOWA**

THIS DECLARATION, made this 23rd day of January, 1991, by City of Carter Lake, Iowa, hereinafter referred to as "Declarant";

WITNESS:

WHEREAS, Declarant is the owner of certain real property, which is more particularly described as:

Lots 1 through 16 in Shoreline Estates in Carter Lake, as surveyed and platted and recorded in Council Bluffs, Pottawattamie County, Iowa.

WHEREAS, Declarant is the owner of the real estate above described, and will convey the said lots, subject to certain protective covenants, and restrictions, as are hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all of the lots described above shall be held, sold, and conveyed subject to the following restrictions, and covenants, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These covenants, and restrictions shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the above-described lots or any part thereof, and shall be held, transferred, sold and conveyed, subject to the conditions, restrictions, covenants, reservations and easements and shall inure to the benefit of each lot owner thereof.

More particularly described in the plat of Shoreline Estates, an addition in Carter Lake, Iowa, attached hereto and incorporated herein by reference.

ARTICLE I
RESTRICTIONS AND COVENANTS

1. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two stories in height, and the subject property is restricted to residential dwellings for residential use only.

2. Construction must be started within one year of purchase or be sold back to the City at a ten per cent

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COMPLAINT

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penalty to the land owner.

a. Building must be completed within one year of construction start.

b. The minimum size of permanently enclosed living space shall be 1,500 square feet, excluding basement area, per unit with 1,500 to main floor.

c. For each dwelling there must also be erected a private attached garage not less than 24 feet by 24 feet in size.

d. Any boat house constructed must be compatible to the house and for the owners use only.

3. No residence, building, boat house, dock, fence, wall, driveway, patio enclosure, swimming pool, basketball backboards, dog house, tree house, pool house, antenna, satellite receiving station or "discs", flag pole, solar heating or cooling device, tool shed, wind mill or other external improvement, 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 Declarant as follows:

a. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color, and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

b. Declarant shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall be developed residential community with homes constructed of high-quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

c. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address

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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 deemed disapproved by Declarant.

d. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by, or imposed upon, Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

4. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street 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, or other material approved in writing by Declarant.

5. 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 conducted on any lot; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Provided, however, the foregoing paragraph shall not apply to the business activities, signs, billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

6. No exterior television or radio antenna or disc of any sort shall be permitted on any Lot unless approved by the Declarant.

7. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile or other self-propelled vehicles shall be stored or maintained outside of the garage of a dwelling. For purposes of the preceding provision, "stored

and maintained outside of the garage" shall mean, parking the vehicle or trailer overnight on the driveway, or any other part of the Lot, outside of the garage for seven (7) or more consecutive days. All repair work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles, or other self-propelled vehicles must be done in the garage. The dedicated street right-of-way located between the pavement and the Lot line of any Lot shall not be used for the parking of any vehicles, boat, camper or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the Properties, or upon the streets thereof, must be in operating condition. No parking on any street except during special occasions.

8. No garbage or trash can or container shall be permitted unless completely screened from view, 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, rubbish or cuttings shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time unless retractable and must be retracted when not in use. Produce or vegetable gardens may only be maintained in rear yards.

9. 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.

10. 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 Declarant, fences shall be only split rail or wrought iron. No fence shall be of the chain link or wire types. No fences or walls shall exceed a height of six (6) feet.

11. No swimming pool may extend more than one (1) foot above ground level.

12. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

13. A public sidewalk shall be constructed of concrete

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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 six (6) 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 Carter Lake.

14. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be on concrete. No asphalt overlay of driveway approaches will be permitted. All drives must be hard surfaced from street to garage with concrete, brick or stone.

15. No stable or other shelter for any animal, live-stock, fowl or poultry shall be erected, altered, placed 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 Declarant, or its assigns, if required by this Declaration. 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 Lakeshore Addition.

16. 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 six (6) inches.

17. No residence or part of structure shall be located nearer than ten (10) feet to any side lot line, nor closer than twenty-five (25) feet from the street lot line, nor closer than twenty-five (25) feet to the shore line stake.

18. No structure of a temporary character, carport, trailer, modular homes, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Lakeshore Addition to any Lot without

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the written approval of the Declarant.

19. All utility service lines from each Lot line to a dwelling or other Improvements shall be underground.

20. No noxious or offensive trade or activity shall be carried on upon any plot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

21. Easements and rights of way are hereby expressly reserved for the creation, construction and maintenance of utilities such as lake, gas, water, telephone, electricity and sewer. Such easements and rights of way shall be confined to the seven (7) feet along the side of every building plot and ten (10) feet along every street of the addition.

22. No fuel tanks and appurtenances allowed.

23. All new homes shall have stained wood siding, brick or stone or the exterior finish shall be specified on the plans and submitted to the Declarant prior to construction and approved by the Declarant.

24. All homes shall have sod lawns or have alternative landscaping approved by the Declarant.

25. These Covenants and Restrictions of the Declaration shall run with and bind the land and all parties and all persons claiming under them for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the owners of not less than 75% of the lots. Any amendment must be recorded in the Office of the Recorder of Pottawattamie County, Iowa.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, 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 violations, including costs and attorney fees.

EXECUTED this 23rd day of January, 1991.

92 21417

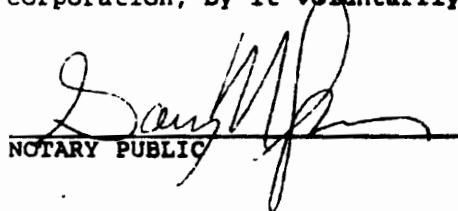
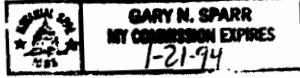
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DECLARANT-City of Carter Lake, Iowa

STATE OF IOWA)
COUNTY OF) ss.
POTTAWATTAMIE)

On this 11 day of February, 1991, before me,
the undersigned, a Notary Public in and for the State of
Iowa, personally appeared Gerald Waltrip and Patricia S.
Settles, to me personally known, and, who being by me duly
sworn, did say that they are the Mayor and City
Clerk/Treasurer, respectively, of the City of Carter Lake,
Iowa; that the seal affixed to the foregoing instrument is
the corporate seal of the corporation, and that the
instrument was signed and sealed on behalf of the
corporation, by authority of its City Council, as contained
in the Resolution adopted by the City, under Roll Call of
the City Council on the 23rd day of January,
19 91, and that Gerald Waltrip and Patricia S. Settles
acknowledged the execution of the instrument to be the
voluntary act and deed of the corporation, by it voluntarily
executed.



A handwritten signature of "Gary N. Sparr" is written over a horizontal line. Below the signature, the words "NOTARY PUBLIC" are printed.

c\shoreline.cov

92 21418

COMPARED

APPROVAL OF CITY OF CARTER LAKE PLANNING COMMISSION
THIS FINAL PLAT OF SHORELINE ESTATES WAS APPROVED
BY THE CITY PLANNING COMMISSION OF THE CITY OF
CARTER LAKE THIS 17 DAY OF MAY 1991.

Orland Leptis
ROLAND LEPTIS, CHAIRMAN
CITY PLANNING COMMISSION

APPROVAL OF CARTER LAKE SUBDIVISION BOARD
THIS FINAL PLAT OF SHORELINE ESTATES WAS APPROVED
AND ACCEPTED BY THE CITY OF CARTER LAKE ON THIS
14 DAY OF MAY 1991.

Robert Kremm
ROBERT KREMMEK
PRES. MEMBER, CHAIRMAN
SUBDIVISION BOARD

APPROVAL OF POTAWATAMIE COUNTY BOARD OF SUPERVISORS
THIS FINAL PLAT OF SHORELINE ESTATES WAS APPROVED
AND ACCEPTED BY THE POTAWATAMIE COUNTY BOARD OF
SUPERVISORS THIS 14 DAY OF MAY 1991.

APPROVAL OF POTAWATAMIE COUNTY BOARD OF SUPERVISORS
THIS FINAL PLAT OF SHORELINE ESTATES WAS APPROVED
AND ACCEPTED BY THE POTAWATAMIE COUNTY BOARD OF
SUPERVISORS THIS 14 DAY OF MAY 1991.

COUNTY ENGINEER
ADAMS PARK ADDITION

KENNY'S SURVEYING

3611 7th AVENUE
COUNCIL BLUFFS, IOWA

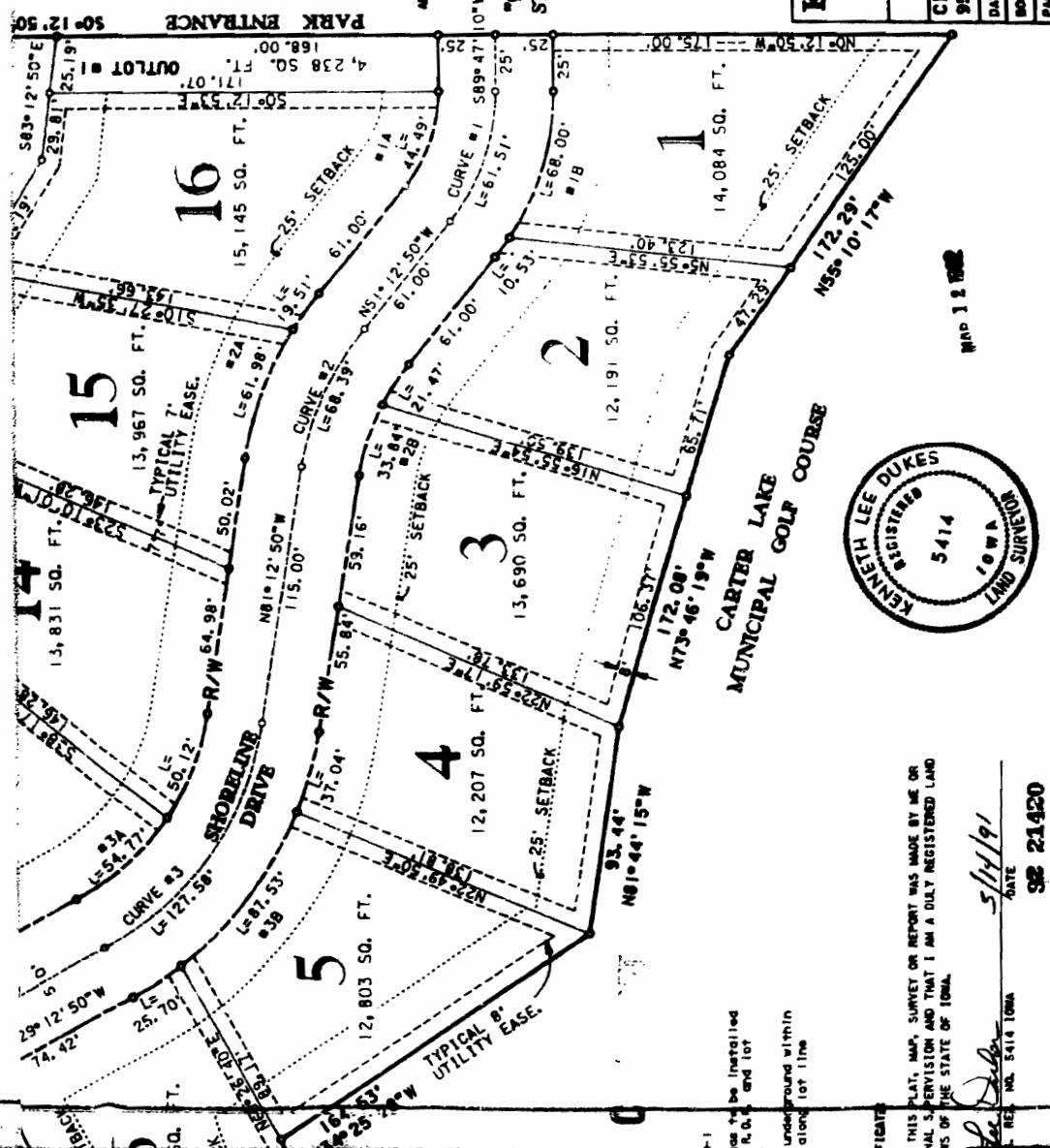
SHORELINE ESTATES
CARTER LAKE, IOWA

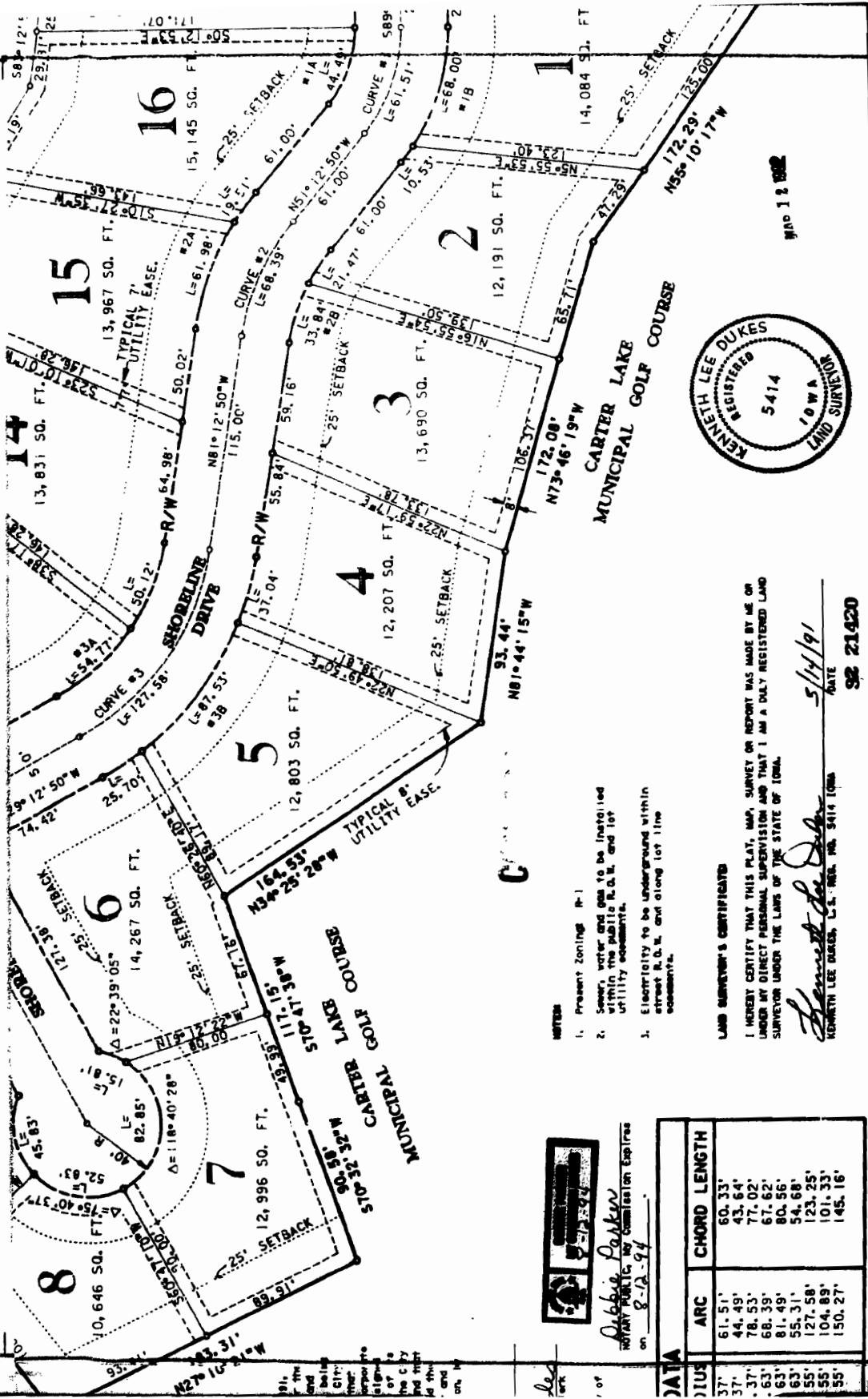
CITY OF CARTER LAKE
950 LOCUST ST., CARTER LAKE, IOWA

DATE 5-14-91

BOOK 50
PAGE 21
SHEET 1
TOTAL SHEETS 1

21420





RESULTS

1. Present Zoning - P-1
2. Sewer, water and gas to be within the public R.D.W. of utility easements.
3. Easements to be Underlain by R.D.W. and clause to

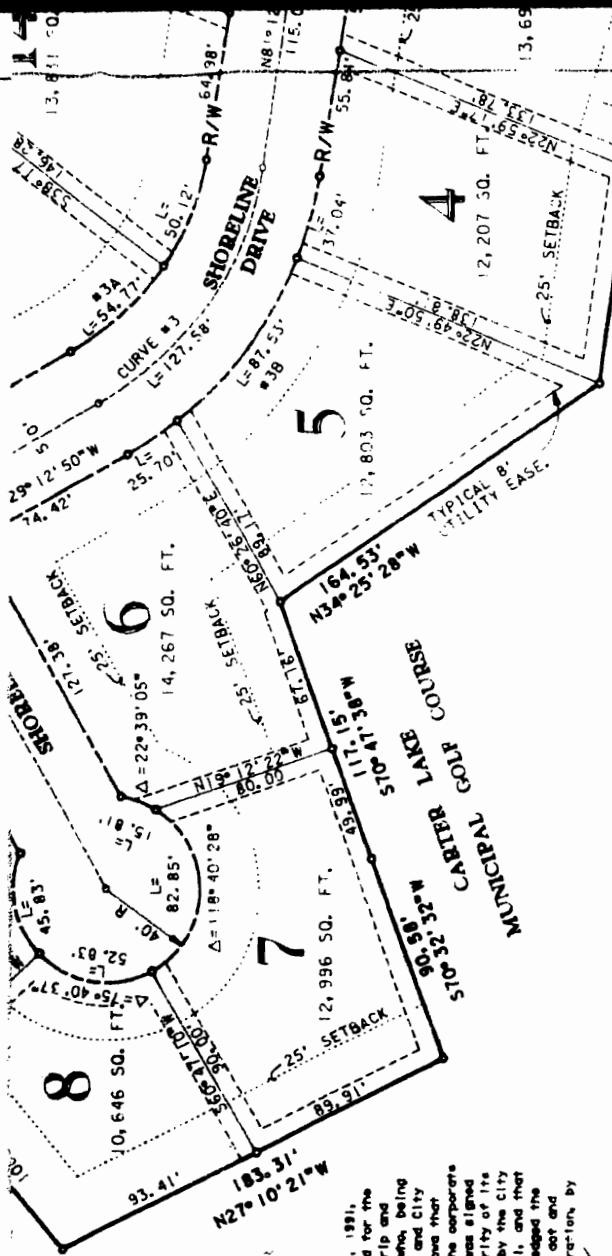
LAW AUTHORITY CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR
UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND
SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Ernest J. DeJarnette 5/4/91
KENNETH LEE DEJARNETTE, JR. 5414 100A
DATE

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ANGLE IN DEGREES	CHORD LENGTH
ANGLE IN DEGREES	CHORD LENGTH
0°	1.0000
1°	0.9986
2°	0.9972
3°	0.9955
4°	0.9936
5°	0.9914
6°	0.9889
7°	0.9855
8°	0.9817
9°	0.9773
10°	0.9724
11°	0.9668
12°	0.9606
13°	0.9538
14°	0.9464
15°	0.9385
16°	0.9299
17°	0.9207
18°	0.9107
19°	0.9000
20°	0.8887
21°	0.8767
22°	0.8639
23°	0.8504
24°	0.8362
25°	0.8213
26°	0.8057
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28°	0.7724
29°	0.7547
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31°	0.7174
32°	0.6977
33°	0.6773
34°	0.6562
35°	0.6344
36°	0.6119
37°	0.5887
38°	0.5648
39°	0.5402
40°	0.5149
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42°	0.4622
43°	0.4348
44°	0.4067
45°	0.3779
46°	0.3484
47°	0.3182
48°	0.2873
49°	0.2557
50°	0.2234
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52°	0.1567
53°	0.1224
54°	0.0874
55°	0.0517
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149°	-1.5684
150°	-1.6091
151°	-1.6481
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153°	-1.7209
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156°	-1.8166
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158°	-1.8715
159°	-1.8963
160°	-1.9194
161°	-1.9407
162°	-1.9602
163°	-1.9779
164°	-1.9938
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172°	-2.0580
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175°	-2.0521
176°	-2.0465
177°	-2.0391
178°	-2.0308
179°	-2.0217
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STATE OF IOWA
COUNTY OF KENNETT
PERMITTABLE

On this 22 day of October, 1991,
before me, the undersigned, a Notary Public in and for the
State of Iowa, personally appeared Gerald D. Neffrip and
Perritola S. Settling, to me personally known, and who, being
by me duly sworn, do say that they are the Mayor and City
Clerk respectively, of the City of Carter Lake, Iowa, know that
the seal affixed to the foregoing instrument is the corporate
seal of the corporation, and that the instrument is the instrument
and seal on behalf of the corporation, by authority of the
City Council, on the 22 day of September, 1991, and that
Gerald D. Neffrip and Perritola S. Settling, authorized the
execution of the instrument to be their voluntary act and
deed, and the voluntary act and deed of the corporation by
them voluntarily executed.

Gerald D. Neffrip
Gerald D. Neffrip
PERRITOLA S. SETTLING
Settling, Clerk
on 8-12-94

Subscribed and sworn to before me this 22 day of
October, 1991.

92 21421

CURVE DATA

CURVE #	TANGENT	Δ	RADIUS	ARC	CHORD LENGTH
1	32° 00'	39° 00' 00"	90.37'	61.51'	60.33'
1A	23° 15'	39° 00' 00"	65.37'	44.49'	43.64'
1B	40° 45'	39° 00' 00"	115.37'	70.53'	71.02'
2	35.00'	30° 00' 00"	130.63'	60.39'	67.62'
2A	41° 70'	30° 00' 00"	155.63'	81.49'	80.56'
2B	28.30'	30° 00' 00"	105.63'	55.31'	54.68'
3	68.56'	52° 00' 00"	40.55'	127.58'	123.25'
3A	56.76'	52° 00' 00"	15.55'	104.89'	101.33'
3B	80.76'	52° 00' 00"	165.55'	150.27'	145.16'

NOTES

1. Present Zoning: R-1
2. Sewer, water and gas to be installed within the public R.O.W. and lot utility easements.
3. Electricity to be underground within street R.O.W. and along lot line easements.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR
UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND
SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

James Lee Dales
JAMES LEE DALES, L.S. REG. NO. 5414 IOWA
DATE 5/14/91



92 21420

SHORELINE ESTATES

MAP: PLAT

N17° 12' 13"E
261.24'

11.02

LINE LAND = 970'-
WATER ELEVATION DEP. 1'-
WATER ELEVATION DES. 1'-24'-93'-
WATER BY RESOURCES NO 108-
WATER BY RESOURCES NO 108-
WATER BY RESOURCES NO 108-
WATER BY RESOURCES NO 108-

COMP

WAVECREST PARK

PARK AREA = 2.256 ACRES

NOTARY PUBLIC'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE
SHOW NO ENCUMBRANCES UPON THE PROPERTY DESCRIBED
IN THE LEGAL DESCRIPTION ON THIS FINAL PLAT OF
SHORELINE ESTATES AS OF THIS _____ DAY OF
MAY 1991.

COUNTY RECORDER

CLERK OF THE DISTRICT COURT CERTIFICATE

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED IN THE LEGAL
DESCRIPTION ON THIS FINAL PLAT OF SHORELINE ESTATES
IS FREE FROM ALL JUDGMENTS, ATTACHMENTS,
MECHANICS OR OTHER TYPE LIENS AS OF THIS _____
DAY OF MAY 1991.

CLERK OF THE DISTRICT COURT

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR
SPECIAL TAXES DUE OR DELINQUENT AGAINST THE
PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE
AND ENBRACED IN THIS FINAL PLAT OF SHORELINE
ESTATES AS SHOWN BY THE RECORDS OF THIS OFFICE
THIS _____ DAY OF MAY 1991.

DEPUTY

APPROVAL OF CITY OF CARTER LAKE PLANNING COMMISSION
THIS FINAL PLAT OF SHORELINE ESTATES WAS APPROVED
BY THE CITY PLANNING COMMISSION OF THE CITY OF
CARTER LAKE THIS 17 DAY OF MAY
1991.

John J. Hayes

COMP

BLK. 4 - - POTTER & GEORGE CO. ADDITION
388.02' 761.02' 50° 12' 50"E

32 21423

388.02'

50° 12' 50"E

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97-31200 Shoreline Est /Pottawattamie

INST # 12654
RECORDING FEE 25.00
AUDITOR FEE -
RMA FEE 10.00

007
FILED FOR RECORD
OTTAWAWATTE CO. IA.

97 FEB 24 PM 12: 01

AGREEMENT TO JOIN SHORELINE ESTATES JOHN SCORTINO
OWNERS ASSOCIATION, INC. RECORDER

WHEREAS Shoreline Estates Owners Association, Inc. is being created
after several lots have been sold, and

WHEREAS the developer and owner of the remaining lots desires to
create an owners association to control certain common elements including the
sidewalks and common docketing facilities, and

WHEREAS the owners of lots previously purchased desire to join in the
owners association. It is therefore

AGREED

The undersigned do hereby agree and by execution of this document do
hereby join the Shoreline Estates Owners Association, Inc. and agree to abide by the
articles and bylaws of said association and any and all duly adopted rules and
regulations by the Shoreline Estates Owners Association, Inc.

The undersigned further acknowledge receipt of copy of the Articles of
Incorporation of the Shoreline Estates Owners Association, Inc. and acknowledge and
understand the terms and provisions of said documents, having read them prior to
signing this Agreement.

DTUR
Shoreline Estates - Pott 97-31200

RAH/Agreement.Lbm3R(003900)11.2198

Dated this 19th day of December, 1996.

Charles H. Lindhorst
Arlene M. Lindhorst
CHARLES H. LINDHORST AND ARLENE M.
LINDHORST
OWNERS OF LOTS 1 THROUGH 8

Arthur J. Schon
Mary E. Schon
ARTHUR J. SCHON AND MARY E. SCHON
OWNERS OF LOT 9

Jose R. Romero, no
JOSE R. ROMERO
OWNER OF LOT 10

Sharon L. Thompson
Bruce A. Thompson
BRUCE THOMPSON AND SHARON THOMPSON
OWNERS OF LOT 11

Stephen Sayler
Sandy Sayler
STEPHEN SAYLER AND SANDY SAYLER
OWNERS OF LOT 12

STATE OF IOWA

)
)ss.
)

COUNTY OF POTAWATTAMIE

On this 19th day of December, 1996, personally
appeared Charles H. Lindhorst and Arlene M. Lindhorst, husband and wife, to me
personally known to be the identical persons named in and who executed the foregoing

COM

Douglas T. Hall

Lot 13

December 29, 1976
Galaxy Public
Beverly Blanket Company 3-31-78



97-31202

19816-02

COM

instrument, and acknowledged that they executed the same as their voluntary act and deed.

Beverly Blankenship 8-31-98 Iowa
NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF Iowa)
COUNTY OF Pott)ss.



On this 19th day of December, 1996, personally appeared Arthur J. Schon and Mary E. Schon, husband and wife, to me personally 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.

Beverly Blankenship 8-31-98 Iowa
NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF Iowa)
COUNTY OF Pott)ss.



On this 19th day of December, 1996, personally appeared Jose R. Romero, a single person, to me personally known to be the identical

87-31203

CRIMINAL

persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Beverly Blawie ~~CRIMINAL~~ 97-31-98 - Iowa
NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF IOWA)
COUNTY OF POTTAWATTAMIE)ss.
)

On this 19th day of December, 1996, personally
appeared Bruce Thompson and Sharon Thompson, husband and wife, to me
personally 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.

Beverly Blawie ~~CRIMINAL~~ 97-31-98 - Iowa
NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF Iowa)
COUNTY OF Pott)ss.
)

On this 19th day of December, 1996, personally
appeared Stephen Sayler and SANDY Sayler, husband and wife, to me
personally known to be the identical persons named in and who executed the foregoing

4
97-31204

COMPLETED

instrument, and acknowledged that they executed the same as their voluntary act and
deed.

Beverly Blankenship
NOTARY PUBLIC IN AND FOR SAID STATE



97-31205

5

94-43473 Shoreline Est Pottawattamie

18529 ✓

COMPARED

STATE OF IOWA Pottawattamie County
Filed for record March 11, 1994
1994 at 11:30 a.m. A. M. M. recorded
in book 94 page 43473

**AMENDMENTS OF DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SHORELINE ESTATES**

IN THE CITY OF CARTER LAKE, IOWA

John Scirtis
George Trammell

RECORDING FEE \$ 10⁰⁰
RMA FEE \$ 1²⁵

This Declaration made the 9th day of March, 1994, by the City of Carter Lake, Iowa, pursuant to a resolution adopted by the City Council at said meeting, the City of Carter Lake, Iowa, hereinafter referred to as "Declarant"; witness:

WHEREAS, Declarant is the owner of certain real property, which is more particularly described as:

Lots 1 through 16 in Shoreline Estates in Carter Lake, as surveyed and platted and recorded in Council Bluffs, Pottawattamie County, Iowa; and

WHEREAS, Declarant has previously issued covenants, conditions and restrictions for Shoreline Estates in the City of Carter Lake, Iowa, on January 23, 1991, and

WHEREAS, the City has entered into an agreement for the sale of this real estate to a private owner, and

WHEREAS, the private owner has requested changes in the covenants to which the City does not object, and

WHEREAS, said changes are necessary to accommodate the plan proposed by the purchaser:

BE IT THEREFORE AGREED that the original Covenants, Conditions and Restrictions for Shoreline Estates dated January 23, 1991, shall be amended in the following particulars:

**ARTICLE I
RESTRICTIONS AND COVENANTS**

Amended as follows:

2. Construction must be started within one year of the purchase.

a. Building must be completed within one year of construction start.

b. The minimum size of the permanently enclosed living space shall be 1,000 square feet on the main floor for a two-story house, 1,200 square feet on the main floor for a tri-level house, split entry and/or split levels, and 1,300 square feet on all ranch homes, with all homes to have at least a two (2) car enclosed garage.

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94-43473

Shoreline Estates - Pott

COMPARED

Dated this 17th day of June, 1994.

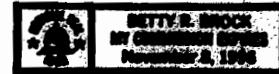
Leland W. Blankenship
Mayor, City of Carter Lake, Iowa

Patricia S. Settles
Patricia S. Settles, City Clerk

STATE OF IOWA)
) ss.
COUNTY OF POTTAWATTAMIE)

On this 17th day of June, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Leland W. Blankenship and Patricia S. Settles, to me personally known, and, who being by me duly sworn did state that they were the Mayor and City Clerk, respectively, of the City of Carter Lake, Iowa; that the seal affixed to the foregoing instrument is the Corporate Seal of the Corporation and that the instrument was signed and sealed on behalf of the Corporation by authority of its City Council as contained in the Resolution adopted by the Council on the 9th day of March, 1994, and that Leland W. Blankenship and Patricia S. Settles acknowledged the execution of the instrument to be the voluntarily act and deed of the Municipal Corporation by it voluntarily executed.

Betty R. Brock
Notary Public



94-43474

94-43467

Shoreline Est / Pottawattamie

CUMRANED

18528✓

RES. #11-91

RECEIVED

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RESOLUTION
FOR APPROVAL OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SHORELINE ESTATES
IN THE CITY OF CARTER LAKE, IOWA

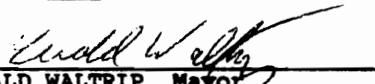
WHEREAS, the developer, City of Carter Lake, Iowa, 950 Locust Street, Carter Lake, Iowa, 51510, has heretofore filed a Preliminary Plat of Shoreline Estates in Carter Lake, Iowa, with the Carter Lake Planning and Zoning Commission; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Shoreline Estates has been reviewed by the Council; and

WHEREAS, said Declaration of Covenants, Conditions and Restrictions for Shoreline Estates should be approved by the Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carter Lake, Iowa that the Declaration of Covenants, Conditions and Restrictions for Shoreline Estates in the City of Carter Lake, Iowa, be and the same are hereby approved.

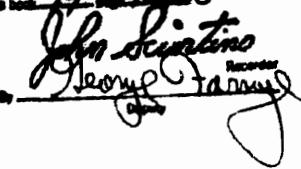
Passed and Approved this 23rd day of January, 1991.


GERALD WALTRIP, Mayor

Attest:


PATRICIA S. SETTLES, City Clerk/Treasurer

c:shore.res

STATE OF IOWA, Pottawattamie County
RECEIVED
RECORDED
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RECORDED


94-43465

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Shoreline Estates

Patt

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COMPARED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHORELINE ESTATES IN THE CITY OF CARTER LAKE, IOWA

THIS DECLARATION, made this 23rd day of January, 1991, by City of Carter Lake, Iowa, hereinafter referred to as "Declarant";

WITNESS:

WHEREAS, Declarant is the owner of certain real property, which is more particularly described as:

Lots 1 through 16 in Shoreline Estates in Carter Lake, as surveyed and platted and recorded in Council Bluffs, Pottawattamie County, Iowa.

WHEREAS, Declarant is the owner of the real estate above described, and will convey the said lots, subject to certain protective covenants, and restrictions, as are hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all of the lots described above shall be held, sold, and conveyed subject to the following restrictions, and covenants, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These covenants, and restrictions shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the above-described lots or any part thereof, and shall be held, transferred, sold and conveyed, subject to the conditions, restrictions, covenants, reservations and easements and shall inure to the benefit of each lot owner thereof.

More particularly described in the plat of Shoreline Estates, an addition in Carter Lake, Iowa, attached hereto and incorporated herein by reference.

ARTICLE I RESTRICTIONS AND COVENANTS

1. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two stories in height, and the subject property is restricted to residential dwellings for residential use only.

2. Construction must be started within one year of purchase or be sold back to the City at a ten per cent

94-43456

penalty to the land owner.

a. Building must be completed within one year of construction start.

b. The minimum size of permanently enclosed living space shall be 1,500 square feet, excluding basement area, per unit with 1,500 to main floor.

c. For each dwelling there must also be erected a private attached garage not less than 24 feet by 24 feet in size.

d. Any boat house constructed must be compatible to the house and for the owners use only.

3. No residence, building, boat house, dock, fence, wall, driveway, patio enclosure, swimming pool, basketball backboards, dog house, tree house, pool house, antenna, satellite receiving station or "discs", flag pole, solar heating or cooling device, tool shed, wind mill or other external improvement, 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 Declarant as follows:

a. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color, and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

b. Declarant shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall be developed residential community with homes constructed of high-quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

c. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address

COMPILED

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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 deemed disapproved by Declarant.

d. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by, or imposed upon, Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

4. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street 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, or other material approved in writing by Declarant.

5. 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 conducted on any lot; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Provided, however, the foregoing paragraph shall not apply to the business activities, signs, billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

6. No exterior television or radio antenna or disc of any sort shall be permitted on any Lot unless approved by the Declarant.

7. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile or other self-propelled vehicles shall be stored or maintained outside of the garage of a dwelling. For purposes of the preceding provision, "stored

94-43468

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and maintained outside of the garage" shall mean, parking the vehicle or trailer overnight on the driveway, or any other part of the Lot, outside of the garage for seven (7) or more consecutive days. All repair work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles, or other self-propelled vehicles must be done in the garage. The dedicated street right-of-way located between the pavement and the Lot line of any Lot shall not be used for the parking of any vehicles, boat, camper or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the Properties, or upon the streets thereof, must be in operating condition. No parking on any street except during special occasions.

8. No garbage or trash can or container shall be permitted unless completely screened from view, 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, rubbish or cuttings shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time unless retractable and must be retracted when not in use. Produce or vegetable gardens may only be maintained in rear yards.

9. 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.

10. 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 Declarant, fences shall be only split rail or wrought iron. No fence shall be of the chain link or wire types. No fences or walls shall exceed a height of six (6) feet.

11. No swimming pool may extend more than one (1) foot above ground level.

12. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

13. A public sidewalk shall be constructed of concrete

94-43469

CONTINUED

5

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 six (6) 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 Carter Lake.

14. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be on concrete. No asphalt overlay of driveway approaches will be permitted. All drives must be hard surfaced from street to garage with concrete, brick or stone.

15. No stable or other shelter for any animal, live-stock, fowl or poultry shall be erected, altered, placed 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 Declarant, or its assigns, if required by this Declaration. 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 Lakeshore Addition.

16. 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 six (6) inches.

17. No residence or part of structure shall be located nearer than ten (10) feet to any side lot line, nor closer than twenty-five (25) feet from the street lot line, nor closer than twenty-five (25) feet to the shore line stake.

18. No structure of a temporary character, carport, trailer, modular homes, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Lakeshore Addition to any Lot without

94-43470

CONTINUED

the written approval of the Declarant.

19. All utility service lines from each Lot line to a dwelling or other Improvements shall be underground.

20. No noxious or offensive trade or activity shall be carried on upon any plot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

21. Easements and rights of way are hereby expressly reserved for the creation, construction and maintenance of utilities such as lake, gas, water, telephone, electricity and sewer. Such easements and rights of way shall be confined to the seven (7) feet along the side of every building plot and ten (10) feet along every street of the addition.

22. No fuel tanks and appurtenances allowed.

23. All new homes shall have stained wood siding, brick or stone or the exterior finish shall be specified on the plans and submitted to the Declarant prior to construction and approved by the Declarant.

24. All homes shall have sod lawns or have alternative landscaping approved by the Declarant.

25. These Covenants and Restrictions of the Declaration shall run with and bind the land and all parties and all persons claiming under them for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the owners of not less than 75% of the lots. Any amendment must be recorded in the Office of the Recorder of Pottawattamie County, Iowa.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, 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 violations, including costs and attorney fees.

EXECUTED this 23rd day of January, 1991.

94-43471

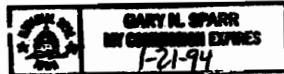
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Gerald Waltrip
DECLARANT-City of Carter Lake, Iowa

STATE OF IOWA)
COUNTY OF) ss.
POTTAWATTAMIE)

On this 11 day of February, 1991, before me,
the undersigned, a Notary Public in and for the State of
Iowa, personally appeared Gerald Waltrip and Patricia S.
Settles, to me personally known, and, who being by me duly
sworn, did say that they are the Mayor and City
Clerk/Treasurer, respectively, of the City of Carter Lake,
Iowa; that the seal affixed to the foregoing instrument is
the corporate seal of the corporation, and that the
instrument was signed and sealed on behalf of the
corporation, by authority of its City Council, as contained
in the Resolution adopted by the City, under Roll Call of
the City Council on the 23rd day of January,
19 91, and that Gerald Waltrip and Patricia S. Settles
acknowledged the execution of the instrument to be the
voluntary act and deed of the corporation, by it voluntarily
executed.



Dan M. P.
NOTARY PUBLIC

c:\shoreline\cov

94-43472

97-39198 Shoreline Est

15644 ✓

INST # 15644
RECORDING FEE 20⁰⁰
AUDITOR FEE -
RMA FEE 100

FILED FOR RECORD
OTTAWAWANIE CO. IA.

97 APR 25 AM 9:59

JOHN SCIORTINO
RECORDER

Preparer Richard A. Heininger P.O. Box 249 Council Bluffs, IA 51502 (712) 328-1833
Individual's Name Street Address City Phone

THIRD AMENDMENT TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SHORELINE ESTATES
IN THE CITY OF CARTER LAKE, IOWA

THIS THIRD AMENDMENT TO THE DECLARATION IS MADE THIS 15th DAY
OF FEBRUARY 1997 AND SIGNED BY AT LEAST 75% OF THE OWNERS OF LOTS
IN SAID SHORELINE ESTATES.

The first Amendment of the Declaration of Covenants, Conditions and
Restrictions for Shoreline Estates in Carter Lake, Iowa adopted March 9, 1994 and
recorded in the Pottawattamie County Recorder's Office on June 28, 1994 in Book 94
at Page 43473 is hereby deleted in its entirety and the original language of the said
Declaration is hereby reinstated, subject to the changes contained in the Second
Amendment to Declaration dated December 19, 1996.

DATED this 15th day of February 1997.

OWNERS OF LOTS 1 THROUGH 8:

Charles H. Lindhorst
CHARLES H. LINDHORST

Arlene M. Lindhorst
ARLENE M. LINDHORST

OWNERS OF LOT 9:

Arthur J. Schon
ARTHUR J. SCHON

Mary E. Schon
MARY E. SCHON

97-39198

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Shoreline Estates
Pott

OWNER OF LOT 10:

Jose R. Romero, m
JOSE R. ROMERO

OWNERS OF LOT 11:

Bruce A. Thompson
BRUCE A. THOMPSEN

Sharon L. Thompson
SHARON L. THOMPSEN

OWNERS OF LOT 12:

Stephen Sayler
STEPHEN SAYLER

Sandy Sayler
SANDY SAYLER

OWNER OF LOT 13:

Douglas T. Lindhorst
DOUGLAS T. LINDHORST

STATE OF IOWA

)

COUNTY OF POTAWATTAMIE

)
ss.

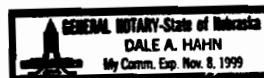
On this 2nd day of April, 1997, personally appeared Charles H. Lindhorst and Arlene M. Lindhorst, husband and wife, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



-2-
97-39199

STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 15th day of March, 1997, personally appeared Arthur J. Schon and Mary E. Schon, husband and wife, to me personally 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.



Dale A. Hahn
NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF Iowa)
COUNTY OF Pott) ss.

On this 2nd day of April, 1997, personally appeared Jose R. Romero, a single person, to me personally known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Beverly Blanchard, Notary Public
NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 15 day of March, 1997, personally appeared Bruce A. Thompson and Sharon L. Thompson, husband and wife, to me personally known to be the identical persons named in and who executed the foregoing

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97-39200

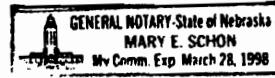
instrument, and acknowledged that they executed the same as their voluntary act and deed.



Mary E. Schon
NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF Iowa)
COUNTY OF Douglas) ss.

On this 15 day of March, 1997, personally appeared Stephen Sayler and ~~Sandy~~ Sayler, husband and wife, to me personally 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.



Mary E. Schon
NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF Iowa)
COUNTY OF Pott) ss.

On this 2nd day of April, 1997, personally appeared Douglas T. Lindhorst, a single person, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Beverly Blawie, Iowa
NOTARY PUBLIC IN AND FOR SAID STATE



97-39201