

92-43465

Shoreline Estate

COMPALED

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RES. #11-91

4000

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  
GERALD WALTRIP, Mayor

Attest:

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

c:shore.res

STATE OF IOWA, Polk County Clerk  
Filed for record this 29th day of June  
1991, at 4:30 PM, and recorded  
in book 94-43465

John Sciarino  
Recorder  
George Tamm  
Clerk

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## COMPALED

### 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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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



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.

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CONFIRMED

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.



Gary M. Sparr  
NOTARY PUBLIC

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