

 		SUNSET PARK NORTH SUBDIVISION PHASE IV	
<p>County of <u>Pottawattamie</u>, <u>2025</u>, before me, the undersigned Notary Public, qualified and commissioned in <u>any</u> county and state, personally appeared <u>Mark H. Fredrickson</u>, personally known to me to be the identical person whose name is affixed to the Declaration and he did acknowledge the execution of the instrument of record to be on behalf of the City of Council Bluffs and to be their voluntary act and deed.</p> <p><u>Mark H. Fredrickson</u> Notary Public</p>		<p><u>1-14-2005</u> Date</p> <p><u>1-14-05</u> Date</p> <p><u>Mark H. Fredrickson</u> Mayor, Council Bluffs, Iowa Notary City Clerk Community Development Director</p>	<p><u>1-18-05</u> Date</p> <p><u>1-18-05</u> Date</p> <p><u>Mark H. Fredrickson</u> County Treasurer</p>
<p>APPROVAL OF THE COUNCIL BLUFFS CITY COUNCIL</p> <p>This plat of Sunset Park North Subdivision Phase IV has been approved by the Council Bluffs City Council</p>		<p>COUNTY TREASURERS CERTIFICATION</p> <p>It is to certify that I find no certified taxes and certified special assessments due or delinquent against the property as described within this plat, as shown by the records of this office.</p> <p><u>Mark H. Fredrickson</u> County Treasurer</p>	
<p>SURVEYORS CERTIFICATION:</p> <p>HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.</p>		<p>LICENSED LAND SURVEYOR MARK W. FREDRICKSON 17108</p> <p>MARK W. FREDRICKSON 17108</p>	
		<p>JOB NO. <u>43-2010</u></p>	<p>DATE <u>1-5-05</u></p>
		<p>SHEET <u>1</u></p>	<p>1 OF</p>
		<p>PAGES OR SHEETS COVERED BY THIS SEAL: <u>1</u></p>	

Square Feet 0/68 Acres, more or less. Subject to easements, restrictions and covenants of record.

CITY OF COUNCIL BLUFFS CERTIFICATION:

We hereby certify that we will meet all equal opportunity and fair marketing objectives consistent with federal, state and local guidelines we hereby certify that the following documents will be recorded with the Pottawattamie County Recorder contemporaneously with the filing of the final Plat:

A. All private restrictions and/or covenants. If any, see attached documents
 B. Certified resolution of each governing body approving the subdivision or zoning the right to review.

NOTE:

The north-south alleys located in Block 64, Riddle's Subdivision, have been vacated per Resolution No. 95-159.

14th. AVENUE

66' R.O.W.

126.66'(R) 126.62'(M)

36.00'(R&M)

66', R.R.O.W.

13th. STREET

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

14th. AVENUE

66' R.O.W.

126.73'(R) 126.73'(M)

36.00'(R&M)

66', R.R.O.W.

15th. STREET

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

16th. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

17th. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

18th. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

19th. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

20th. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

21st. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

22nd. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

23rd. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

24th. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

25th. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

26th. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

27th. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

28th. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

29th. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

30th. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

31st. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

32nd. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

33rd. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

34th. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

35th. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

36th. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

37th. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

38th. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

39th. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

40th. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

41st. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

42nd. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

43rd. AVENUE

66' R.O.W.

126.73' 193.59'

36.00'(R&M)

66', R.R.O.W.

44th. AVENUE

114.91' 15.31' 66' R.O.W.

66', R.R.O.W.

45th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

46th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

47th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

48th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

49th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

50th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

51st. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

52nd. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

53rd. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

54th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

55th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

56th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

57th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

58th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

59th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

60th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

61st. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

62nd. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

63rd. AVENUE

114.91' 15.31' 66' R.O.W.

66' R.R.O.W.

64th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

65th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

66th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

67th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

68th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

69th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

70th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

71st. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

72nd. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

73rd. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

74th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

75th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

76th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

77th. AVENUE

66' R.O.W.

114.91' 15.31' 66' R.R.O.W.

78th. AVENUE

66' R



PETERS
LAW FIRM,
P.C.

233 PEARL STREET
P.O. BOX 1078
COUNCIL BLUFFS,
IOWA 51502-1078
712-328-3157
FAX: 712-328-9092

GLENWOOD OFFICE
10 NORTH WALNUT
P.O. BOX 189
GLENWOOD, IA 51534
712-527-4877
FAX: 712-527-3418

NEOLA OFFICE
401 FRONT STREET
P.O. BOX 282
NEOLA, IA 51559
712-485-2265

JAMES A. CAMPBELL
DENNIS M. GRAY
JAMES A. THOMAS
LYLE W. DITMARS
SCOTT H. PETERS*
JOHN M. McHALE*
JACOB J. PETERS*
LEO P. MARTIN*
SCOTT J. ROGERS
JON E. HEISTERKAMP*
JOHN M. FRENCH*
MATTHEW G. WOODS
JOHN C. RASMUSSEN*
JOHN D. KWAPNIOSKI*
JENNIFER K. SEWELL*
JUSTIN R. WYATT

*Also Admitted in NE

Don Gross, Director and
Brenda Kunz
Community Development Department
209 Pearl Street
Council Bluffs, IA 51503

Examined by
Peters Law Firm, P.C.

Abstract Opinion# 4501

RE: Examination of Abstract / Phase IV
Our File No. 24681

To Whom It May Concern:

As requested, I have completed an examination of the Abstract of Title provided as to the following described real estate situated in Pottawattamie County, Iowa, described, to-wit:

Part of Lots 7 and 8 and all of Lots 9 thru 12, Block 64, Riddle's Subdivision, together with that part of the vacated alley abutting said lots, in the City of Council Bluffs, Pottawattamie County, Iowa, being more particularly described as follows: Beginning at the Southwest corner of said Block 64, Thence North 00°10'33" East (an assumed bearing) along the West line of said Block 64 a distance of 193.59 feet; Thence South 89°57'41" East along the North line of said Lot 12 a distance of 126.73 feet; Thence South 00°20'53" West along the center of said vacated alley, also being the West line of Lots 2 and 3, Sunset Park North Subdivision Phase I, as platted and recorded in Pottawattamie County, Iowa, a distance of 78.53 feet; Thence South 89°50'56" East along the South line of said Lot 2, Sunset Park North Subdivision Phase I a distance of 45.05 feet; Thence South 00°03'50" East along the West line of Lot 1, Sunset Park North Subdivision Phase I a distance of 114.91 feet; Thence North 89°58'59" West along the South line of said Block 64 a distance of 172.02 feet to the Point of Beginning, subject to easements, restrictions and covenants of record.

The Abstract in one (1) part contains entries numbered 1 through 112, both inclusive, plus additional abstract entries numbered 60A, 60B, 76A and 76B certified from the root of title at various dates for various lots, last certified to July 1, 2005, at 8:00 a.m. by Abstract Guaranty Company, Title Guaranty Division No. 8146. The abstractor notes that Entries 76A, 76B and 100 have been deleted.

The abstract contains a notice at Entry No. 1 that the Abstract is prepared pursuant to Section 614.29 through 614.28 of the Code of Iowa, Chapter 11 of the Iowa Land Title standards of the Iowa Bar Association and the Abstracting Standards of the

Iowa Land Title Association.

All matters of record prior to the date of the recording of the root of title are omitted herefrom except:

1. Plats and Surveys.
2. Easements.
3. Party Wall and Other Boundary Line Agreements.
4. Unexpired Recorded Leases.
5. Patents.

TITLE

We find marketable title to the real estate, subject to the exceptions listed below, to be owned by the City of Council Bluffs pursuant to the following documents:

a. Entry No. 48 discloses that Rexa Daniel, a single person, conveyed Lots 7 and 8 in Block 64, Riddles Subdivision to the City of Council Bluffs by a Warranty Deed dated July 9, 2001, filed July 18, 2001 in Book 102, Page 4328. Entry No. 82 discloses that this Warranty Deed was re-recorded on August 3, 2003 in Book 104, Page 3239 to correct the legal description of the alley.

Entry No. 84 discloses a Quit Claim Deed dated August 6, 2003, filed August 11, 2003, in Book 104, Page 3424 by which Estelle Jackson Kearney, a single person, quit claims an interest in the alley described as: That Part of the W½ of the vacated alley abutting Lot 7 and that part of the E½ of the vacated alley abutting Lot 8, all in Block 64, Riddle's Subdivision in Council Bluffs, Pottawattamie County, Iowa. The Quit Claim Deed disclosed at Entry No. 84 recites that it supplements the Warranty Deed disclosed at Entry No. 48.

b. Entry No. 60a discloses that Lots 9, 10, 11, Block 64, Riddles Subdivision and half west alley abutting Lot 9, were deeded to the City of Council Bluffs, Iowa by Lesia M.P. Griffis, a single person, by a Warranty Deed dated June 6, 2002, filed June 7, 2002 in Book 102, Page 94639. Entry No. 60b discloses an Order granting summary judgment and quieting title in the City of Council Bluffs, Iowa, entered In the Matter of Juan Fuentes, Father and Next Friend of Jasmine Fuentes and Johnny Fuentes, minors, plaintiff, versus Lesia M.P. Griffis and City of Council Bluffs, defendants in the Iowa District Court for Pottawattamie County No. 04781EQCV83064. Entry No. 86 discloses a Quit Claim Deed dated July 1, 2004, filed July 14, 2004, in Book 105, Page 11231 by which this Deed corrects an error in the legal description in a deed previously given by Bertha Nelson on May 8, 1998 which was recorded on July 13, 1998 in Book 99, Page

2445, which omitted the vacated West half of the West alley abutting Lots 10 and 11 in Riddle's Subdivision in Council Bluffs, Pottawattamie County, Iowa.

Entry No. 97 discloses a Judgment and Decree Quietting Title in the City of Council Bluffs, Iowa, entered City of Council Bluffs v. Bertha Nelson, et al in the Iowa District Court for Pottawattamie County No. 04781EQCV88019.

c. Entry No. 30 discloses that Donald A. Jones and Carol A. Jones, husband and wife, conveyed Lot 12 (and other property) plus adjacent alley in Block 64, Riddles Subdivision, to the City of Council Bluffs, Iowa by a Warranty Deed dated May 30, 2000, filed June 2, 2000 in Book 100, Page 55600. Entry No. 85 discloses a Supplemental Quit Claim Deed dated August 15, 2003, filed August 18, 2003, in Book 104, Page 4090 which supplements the Quit Claim Deed disclosed at Entry No. 30.

EXCEPTIONS

1. Entry No. 81 discloses City of Council Bluffs Resolution No. 03-217 dated September 22, 2003, filed October 13, 2003 in Book 104, Page 9771 adopting the Amended South Main Urban Renewal Plan. Details of that plan are shown in the copy of the plan included in the abstract. You are referred to the document for further details.

2. Entry No. 70 discloses a City of Council Bluffs Ordinance Nos. 3967 was changed to 3968, 4948, 5216, 5217, 5255, 5323, 5458, 5469, 5502 and changes to the Municipal Code.

Entry No. 71 discloses City of Council Bluffs Ordinance No. 4589.

Entry No. 72 discloses City of Council Bluffs Ordinance No. 4942

Entry No. 73 discloses City of Council Bluffs Ordinance No. 5264

Entry No. 74 discloses City of Council Bluffs No. 5333 filed in the office of the County Recorder, Pottawattamie County, Iowa, September 4, 1997 and recorded in Book 98, Page 9649.

SINCE THESE ORDINANCES AFFECT THE PROPERTY UNDER EXAMINATION, YOU ARE REFERRED TO THE RECORD FOR FURTHER PARTICULARS.

3. Entry No. 107 discloses that City of Council Bluffs Resolution No. 05-02 which approved the final plat of Sunset Park North Phase IV was adopted and approved January 10, 2004 and was recorded in Book 105, Page 14367 on February 3, 2005. Entry No. 108 discloses the re-recording (on June 24, 2005 in Book 105, Page 23998) of Resolution No. 05-02 to correct the date of adoption and approval to January 10, 2005 and to correct the resolution number on page 2 of the resolution.

4. Entry No. 77 discloses the following:

WE DO NOT CERTIFY TO UNPAID FEES FOR SERVICES FOR SEWER SYSTEMS, STORM WATER DRAINAGE SYSTEMS, SEWAGE TREATMENT, SOLID WASTE COLLECTION, WATER, AND SOLID WASTE DISPOSAL, WHICH HAVE BEEN CERTIFIED TO THE COUNTY TREASURER FRO COLLECTION UNLESS THESE CHARGES HAVE BEEN ENTERED ON THE TAX RECORDS.

5. Entry No. 78 discloses the following:

"INASMUCH as the office of the County Treasurer indexes Buildings on Leased Land and assessments for Machinery and Equipment in such a manner it is impossible to determine if there are any which would attach to the real estate under examination, we do not certify to such assessments."

6. Entry No. 80 discloses:

"NO SEARCH made for Bankruptcies filed subsequent to 1 October 1979. Your attention is directed to the Bankruptcy Clerk of Federal Court, Des Moines, Iowa where said matters are now filed of record."

7. Entry No. 110 discloses a lien search including liens in district and federal courts of Pottawattamie County as to the following persons, ONLY:-

Past Ten Years: City of Council Bluffs

8. Entry No. 112 discloses that:

GENERAL TAXES for the year 2004 are abated because the City of Council Bluffs is the owner.

GENERAL TAXES for the year 2003 and prior years paid or abated.

P-00003569622844;
846; (Lot 9-11)
849; (Lot 12)

CAUTIONARY INSTRUCTIONS

This examination does not constitute a certification that any building or other improvement situated upon the described property are within the platted boundary lines. Such determination could only be made by survey.

This examination does not constitute a certification that any fences or other apparent boundary line markers are situated upon the platted boundaries of the land. This determination could only be made by survey.

If any person is in possession other than the titleholders named in this opinion, you should make inquiry to determine the nature and extent of the claimed right of

possession.

You are charged with notice of any visible easements such as power lines, and if any such easements exist, you should make inquiry to determine the nature and extent of the claimed easement right.

The opinion covers the period shown on the abstractor's certificate only. You take subject to any matters affecting title from the last certificate to closing. You can purchase for yourself from the abstractor a lien search and certificate as of closing. Contact the abstractor or this office for assistance.

Under Iowa law, any person who furnishes labor, services, or materials, incident to the construction of any building or other improvement upon real estate, may file a Mechanic's Lien against the real estate, within ninety days after completion of the improvements, if the improvements have not been paid for. You should therefore satisfy yourself that no recent improvements have been made on the property, or if any such improvements have been made, you should satisfy yourself that all bills, in connection with the improvements, have been paid.

You should assure yourself as to the availability of reasonable and convenient access to the real estate from an existing public right of way. You are charged with notice of any rights to access to and from highways and streets which may be designated as "controlled access facilities" by the state and local authorities.

You are charged with notice that the use of any real estate located in the State of Iowa may be subject to restrictions relating to Flood Plain Zoning; these restrictions on use are administered by the Iowa Department of Natural Resources in conjunction with local and federal authorities. In the event the real estate described herein appears to be physically located in an area where there is a potential for flooding from any source, you are directed to consult with the City or County officers having charge of zoning matters to determine whether or not restrictions may apply by virtue of Flood Plain Zoning.

The abstract has not disclosed the existence of hazardous substance, pollutants, contaminants, hazardous wastes, underground storage tanks, drainage wells, active or abandoned water wells, and other environmentally regulated activities. You are cautioned that federal, state and local legislation may, in the event there are environmental and/or public health violations, permit injunctive relief and require removal, remedial actions and/or other "clean up." The cost of such "clean up" may become a lien against the real estate, and a party interested in the real estate may incur personal liability even though said party may not have disposed of any hazardous substances, pollutants, contaminants, or hazardous waste on the real estate or used any underground storage tanks or wells.

You should, therefore, make a careful inspection of the property to determine that such environmental contamination or conditions do not exist. You may also want to

consider the following:

- a) Inquire as to past uses of the property to determine if such uses could have resulted in any contamination or future contamination of the property or the groundwater, and ascertain whether any adjoining property has been or is being used for a purpose which has or could result in contamination of the property under examination; and
- b) Make a visual inspection and/or conduct professional testing to confirm the real estate is free of environmental hazards and contamination.

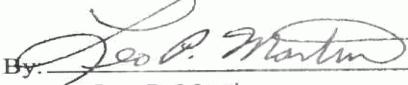
The laws of the U.S.A. relating to bankruptcy provide that all bankruptcy cases are to be filed with the Clerk of the Bankruptcy Court. Since the clerk's office is not in the county in which the real estate is situated, the abstract company cannot certify whether or not the title to the real estate is affected thereby. If a concern should be present regarding the effects of bankruptcy upon the title of the subject real estate, an inquiry should be made to the office of the Clerk of Bankruptcy Court in Des Moines, Iowa.

The Abstract does not mention whether any garbage assessments or sewer and water bills remain unpaid. We advise you that these assessments become a lien upon the property when certified to the County Treasurer's Office. If these services are provided to the property, you should contact the City Clerk or water department to determine if there are any such assessments that are unpaid.

The Abstract will be retained by me pending further instructions. If you have questions, please contact me.

Sincerely,

PETERS LAW FIRM, P.C.

By: 

Leo P. Martin

LPM:rsw

G:\LPM\24681\TO 4501 Phase IV B64.wpd

CERTIFICATE AND RECEIPT

=====

STATE OF IOWA,
} ss.
Pottawattamie County,

**The undersigned, Clerk of the City of Council Bluffs, Iowa, hereby
certifies that: Resolution 05-02 and Attachment "A" are true and correct copies as
the same appears of record in this office.**

**Witness my hand and seal of Council Bluffs, Iowa, this 1st day of July,
A.D. 2005.**

Maria L. Warden

**Deputy City Clerk of the
City of Council Bluffs, Iowa**

=====

COMPARED

INST # 14412
 RECORDING FEE 15.00
 AUDITOR FEE 1.00
 RMA FEE 1.00 ECOM 1.00

FILED FOR RECORD
 POTTAWATTAMIE CO. IA.

05 FEB -3 AM 10:00
 JOHN SCIORTINO
 RECORDER

COMPARED

Prepared by: City of Council Bluffs Legal Department, 209 Pearl Street, Council Bluffs, Iowa 51503 (712) 328-4420
 Return to: City Clerk, 209 Pearl Street, Council Bluffs, Iowa 51503 (712) 328-4616

24077

RECORDING FEE 15.00
 AUDITOR FEE 1.00
 RMA FEE 1.00 ECOM 1.00

RESOLUTION NO. 05-02

A RESOLUTION granting final plat approval for a four lot residential subdivision to be known as Sunset Park North Phase IV.

WHEREAS, the Community Development Department has applied for final plat approval for a four lot single family residential subdivision to be known as Sunset Park North Phase IV, located on the northeast corner of 15th Avenue and South 13th Street; and

WHEREAS, the proposed subdivision is consistent with the 1994 Comprehensive Plan and the purpose and intent of the Subdivision and Zoning Ordinances. All of the lots directly abut public street right-of-way and exceed the minimum lot size required by the Zoning Ordinance; and

WHEREAS, the final plat has been reviewed by the appropriate city departments and utilities; and

WHEREAS, the Community Development Department recommends approval of the final plat for Sunset Park North Subdivision Phase IV, as shown on Attachment "A", subject to the following conditions:

1. Incorporation of all technical corrections required by the Community Development Department and/or Public Works Department prior to execution of the final plat document.
2. Sidewalks, built to City standards, shall be installed at no expense to the City, along the street frontage of each lot prior to the issuance of a Certificate of Occupancy for each residence.

NOW, THEREFORE, BE IT RESOLVED
 BY THE CITY COUNCIL
 OF THE
 CITY OF COUNCIL BLUFFS, IOWA:

That the final plat for Sunset Park North Subdivision Phase IV, as shown on Attachment "A", is hereby approved, subject to the conditions set forth above; and

BE IT FURTHER RESOLVED
 That the Mayor and City Clerk are hereby authorized and directed to endorse the final plat.

ADOPTED
 AND January 10, 2005
 APPROVED

2005 JUN 24 AM 8:52
 FILED 2005 JUN 24 AM 8:52
 RECORDER

Please re-record this document to reflect the corrected date on page 1 and the corrected reso number to 05-02 on page 2.

4B BK 105 PG 23998 BK 105 PG 14367


THOMAS P. HANAFAN Mayor

Attest: 
CHERYL PUNTENEY City Clerk

Planning Case No. SUB-05-002

4B

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS,
FOR
SUNSET PARK NORTH SUBDIVISION - PHASE IV
IN THE CITY OF COUNCIL BLUFFS, IOWA**

THIS DECLARATION, made this 25th day of January, 2005 by the undersigned,

WITNESSETH:

WHEREAS, the undersigned is the owner of the real estate described in Clause I of this Declaration, and is desirous of subjecting the real property described in said Clause I to the conditions, restrictions, limitations, covenants, reservations, easements, liens and charges hereininafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, the undersigned hereby declares that the real property described in and referred to in Clause I hereof, is and shall be held, transferred, sold and conveyed, subject to the conditions, restrictions, limitations, covenants, reservations, easements, liens and charges herein set forth.

CLAUSE I

Property Subject to this Declaration

The real property which is, and shall be, held and shall be conveyed, transferred, and sold, subject to these conditions, restrictions, limitations, reservations, easements, liens and charges, with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in the City of Council Bluffs, Pottawattamie County, State of Iowa, and is more particularly described in the final plat of Sunset Park North Subdivision - Phase IV in Council Bluffs, Iowa, attached hereto and incorporated herein by reference.

No property other than that described above shall be subject to this Declaration, unless and until specifically made subject thereto.

CLAUSE II

General Purposes of Conditions

The real property described in Clause I hereof is subject to the conditions, restrictions, limitations, covenants, reservations, easements, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof.

Plans and specifications must be submitted to the City of Council Bluffs (hereinafter the "City") as the Developer of Sunset Park North Subdivision - Phase IV (hereinafter "Developer") for approval to protect owners and guard against improper use of surrounding building sites which will depreciate the value of their property; to preserve, as far as practical, the natural beauty of said property; to guard against erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to prevent haphazard and inharmonious improvements of building sites; to prevent inappropriate location of structures on building sites; to obtain harmonious color schemes; to encourage and secure the erection of attractive homes thereon; to secure and maintain proper setbacks from street and adequate free spaces between structures; and in general to provide adequately for quality improvement of said property and thereby enhance the values of investments made by the purchasers of the building sites therein.

1. All lots described herein shall be known, described and used solely as residential lots, and no structures shall be erected on any lot other than one detached single family dwelling not to exceed two stories in height and an attached garage for not less than two automobiles and not more than three automobiles. Combination of lots is not allowed. Detached garages are not allowed.
2. No trailer, basement, tent, shack, garage, barn or outbuilding shall be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
3. Recreational vehicles, mobile homes, campers, motor homes, trailers, motorcycles, motor boats, house boats or similar water boats may be maintained, stored or kept on any parcel of property covered by these covenants provided that they are a) placed to the rear of the parcel and are screened from view by an attractive fence (plans for which shall be submitted to the Developer) as referred to in Paragraph "5" or b) housed within the

garage of said home. Unused vehicles shall be housed within the garage and no lot shall be used for the purpose of selling, leasing or repairing vehicles for commercial purposes.

4. No building shall be erected on any lot unless the design and location is in harmony with the existing structures and location in the tract, and does not violate any of the protective covenants herein. All buildings shall have not less than 950 total square feet of living area on the main floor. Square footage requirements are exclusive of porches and/or attached garages. Maximum lot coverage cannot exceed 1500 square feet. Minimum Building Standards as determined by the Developer are included with these covenants and must be followed.
5. No changes, alterations, additions, buildings, fences or walls shall be commenced without submission and approval of plans and specifications to the Developer, showing the nature, kind, shape, height, materials and location of same. In the event such plans are neither approved or disapproved within 30 days after submission, such approval shall not be required so long as such design and location are harmonious with existing structures and do not violate any restrictive covenants. The primary purpose of this covenant is to protect the value of the homes in the development. This covenant is not to be construed as a means of suppressing expressions of individuality.
6. No fence shall be erected on any lot which would extend forward past the rear of any house erected thereon.
7. All front foundations facing streets are to be covered with brick or stone.
8. The front, side and back yards shall be seeded or sodded with grass.
9. The title-holder or contract holder to each lot, vacant or improved, shall keep their lot or lots free of weeds and debris.
10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes.
11. No offensive or obnoxious trade shall be carried on upon any lot, nor shall anything be done, thereon which may be or become an annoyance or nuisance to the neighborhood.
12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.
13. No satellite dish or tower, for television or other communication purposes, shall be placed on any lot, except one satellite dish, not to exceed 2 feet in diameter, may be placed on each lot.
14. Each property owner shall exercise as much care as is possible to retain natural vegetation, trees, shrubs and other similar growth. Prior to removal of such growth, the plans referred to in paragraph "5" shall be submitted to the Developer for approval.
15. A minimum of one tree at least two inches in diameter will be planted by the builder in the area between the front of the dwelling and the street.
16. Plans and specifications for garden sheds, or other similar type structures, shall be submitted for approval by the Developer. Buildings for garden tools, etc. shall be required to have a design similar to the house design with regard to siding materials, roofing materials and roof design. Metal storage buildings will not be allowed.
17. No dwelling shall be moved to any location within Sunset Park North Subdivision - Phase II from outside the development.
18. The maximum time allowed to complete construction and landscaping will be one year from commencement of construction. Excess dirt from excavation shall be hauled from the lot within the construction period. All excavation, backfilling and landscaping shall be done in a manner such that the natural drainage is not altered to such an extent that unreasonable or undesirable drainage or erosion results.
19. Materials and equipment used during the construction and landscaping process shall be stored and maintained on the lot in an orderly manner.
20. No business activities shall be conducted on any lot if the conduct of said business activity will result in an unreasonable increase in the traffic flow, increase in the number of vehicles parked in the streets, or the presence of unsightly commercial vehicles.
21. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted

to remain on any lot except that real estate for-sale or for-rent signs shall be permitted temporarily in the yards of dwellings which are being offered for sale or rent.

22. Notwithstanding the foregoing provisions, paragraphs "20" and "21" shall not restrict the business activities, advertising, signs and billboard, or the construction and maintenance of structures by the Developer, its agents and assignees, during the construction and sale period of this development.

23. A perpetual easement for utility installation, maintenance and drainage facilities is reserved over, across and through the side five feet of all lots, and over, across and through the rear ten feet of all lots, or as otherwise specified on the final plat.

24. All buildings and improvements shall be constructed in compliance with the pertinent zoning and building codes of the City of Council Bluffs, Iowa.

25. No principal structure shall be erected on any residential lot nearer than 25 feet from the front property line, 20 feet from the rear property line, 15 feet from the street side yard property line, 10% of the lot width at the building setback location or five feet whichever is greater from an interior side property line. No accessory structure shall be erected or place on any residential lot, including garden sheds, nearer than 10 feet from the rear property line, 5 feet from the side property line, 15 feet from a street side yard property line. No accessory structure shall be placed between the front facade of the principal structure and the front property line. A principal structure is a structure for which an authorized use is to occupy or be maintained, in this case the single family residential structure. An accessory structure is a structure which is incidental to and customarily associated with the principal use on the same lot. An accessory structure shall be subordinate in area, extent and purpose to the principal building. Principal or main use means the purpose for which land, a building or structure thereon is, under the provision of Title 15 of the Municipal Code is authorized to be occupied or maintained.

26. Public sidewalks shall be constructed of concrete four feet wide by four inches thick in front of each built-upon lot and along the street side of each built-upon corner lot.

27. Fruit or vegetable gardens shall not be permitted which would extend forward past the rear of any house erected on any lot.

28. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2025. It shall be lawful for any person or persons owning any lot in Sunset Park North Subdivision - Phase II to proceed at law or in equity against the person or persons violating or attempting to violate such covenant or restriction and either to enjoin him/her or them from so doing and to recover damages from such violation.

29. Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Minimum Building Standards

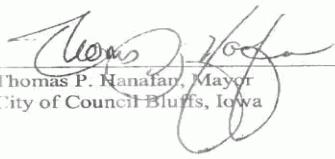
The following construction standards are required of all structures:

1. The contractor shall construct a single-family dwelling consistent with the terms of an approved application including all attachments.
2. The contractor shall build the unit using materials and standards consistent with those stated in the application attachments as agreed to by City.
3. All structures must meet Housing Quality Standards as defined by the U.S. Department of Housing and Urban Development.
4. All structures must be permitted by the City of Council Bluffs Building Division and appropriately constructed.
5. All structures must meet the Model Energy Code.
6. All single story and split entry structures shall be constructed on a poured concrete or concrete block basement. All 1, 1 1/2 and 2 story structures must

be constructed on a continuous frost-free perimeter foundation or slab on grade.

7. Structures shall be a minimum square footage of 950 but maximum lot coverage cannot exceed 1500 square feet.
8. All concrete exposed surfaces on the front elevation and columns on either side of the garage must be bricked.
9. Multiple structures in the same location, including assisted and non-assisted properties shall utilize different elevations and buildings plans (flipping building plans will not be accepted as a new plan) according to the following:
 - Projects with 4 structures must use at least 2 different building plans.
 - Projects with 5 structures must use at least 3 different building plans.
 - Projects with 6 structures must use at least 4 different building plans.
 - Projects with 7 structures must use at least 5 different building plans.
 - Projects with 8+ structures must use at least 6 different building plans.
10. Front entry stoop must be constructed of concrete materials and all exposed side surfaces must be bricked. The maximum side exposure of the front stoop is 18 inches.
11. A minimum total of 20% (including brick on exposed concrete surfaces, columns on either side of the garage and the stoop) of the first floor's front elevation must be bricked.
12. All exposed foundations on the side and back of the structure will be appropriately primed and painted.
13. All elevations must have horizontal siding. Cement, masonite and vinyl are acceptable siding materials.
14. Front entry door must have a full view, self-storing storm door.
15. All rear and side entrances shall exit to a solid surface (i.e. concrete pad or deck). Solid surfaces must have a minimum length of three feet and a minimum width approximately 1' wider than the width of the framed opening of the door.
16. Dowel and pin deck posts to piers whenever applicable.
17. Shutters must be installed on all windows on the front elevation, with the exception of windows on brick/concrete surfaces.
18. House numbers must be installed in brick inlay.
19. Yard must be broadcast seeded with stacked straw cover, drill seeded or sod. Lot must be graded to a smooth surface with all debris and rocks removed.
20. All structures including garage shall be constructed on fill areas as illustrated in the grading plan.
21. All lots must be appropriately graded in accordance with the engineer's grading plan.
22. All garages must be attached and contain two stalls but no more than three stalls. Detached garages are not allowed. Garages cannot exceed two stories in height.
23. Unless already existing on property, one tree with a minimum trunk diameter of two inches must be planted in front of the house.
24. Combination of lots is not allowed.

Executed on the above date set forth:


Thomas P. Nanafan, Mayor
City of Council Bluffs, Iowa

STATE OF IOWA)
COUNTY OF POTTAWATTAMIE)

On this 25th day of January, 2005, before me the undersigned, a Notary Public in
and for said state, personally appeared to me personally known, who being by me duly sworn
did acknowledge that he voluntarily executed the foregoing instrument.


Cynthia A. Clark
Notary Public

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