

00 SEP 27 PM 2:25

JOHN SCIORTINO
RECORDER

SEP 27 2000

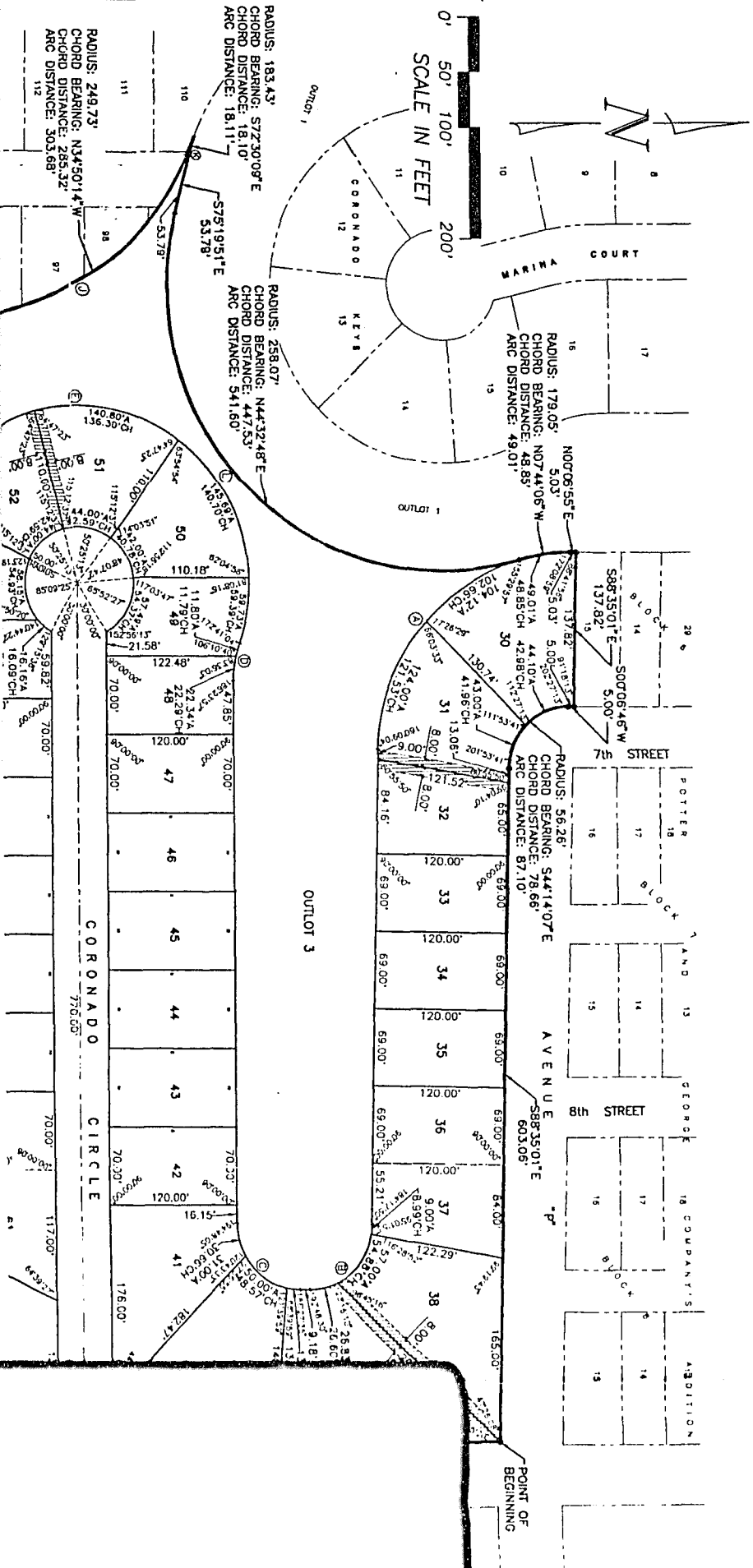
INST # 4722
RECORDING FEE 135
AUDITOR FEE
RMA FEE

924419d101KB

CORONADO KEYS

LOTS 30 THRU 63, INCLUSIVE, AND OUTLOT 3

BEING A REPLATING OF LOTS 1 THRU 11, INCLUSIVE, LOTS 17 THRU 37, INCLUSIVE, LOTS 42 THRU 63, INCLUSIVE, LOTS 68 THRU 74, INCLUSIVE, LOTS 85 THRU 89, INCLUSIVE, LOTS 90, 91, 92, 94, 95, 96, 97, 98, 99, AND 110, ALL IN ADAMS PARK, A SUBDIVISION IN POTTAWATTAMIE COUNTY, IOWA, TOGETHER WITH PART OF VACATED 5th STREET, PART OF VACATED 6th STREET, PART OF VACATED 7th STREET, PART OF VACATED 8th STREET AND PART OF VACATED AVENUE "P" LYING WITHIN SAID ADAMS PARK.



1244194101.MR

0244194101.MR

KEYS PHASE II

LOTS 68 THRU 74, INCLUSIVE, LOTS 85 THRU 89, INCLUSIVE AND PART OF LOTS 90 THRU 94, INCLUSIVE, A SUBDIVISION IN POTAWATOMIE COUNTY, IOWA, TOGETHER WITH PART AND PART OF VACATED AVENUE "P" LYING WITHIN SAID ADAMS PARK.

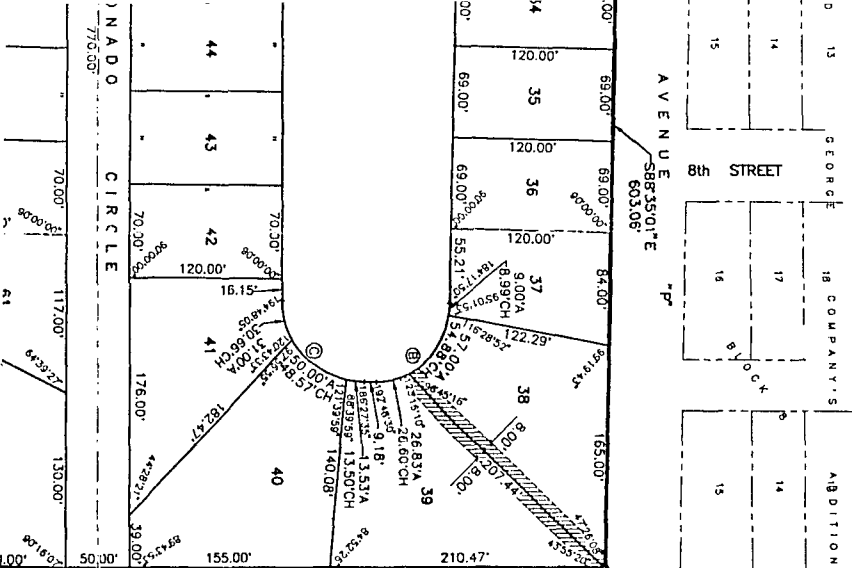
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN, AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL ACCESSIBLE CORNERS OF SAID BOUNDARY, AND THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS, ANGLE POINTS, AND AT THE ENDS OF ALL CURVES WITHIN SAID SUBDIVISION TO BE KNOWN AS CORONADO KEYS, LOTS 30 THRU 63, INCLUSIVE, AND OUTLOT 3, BEING A REPLATING OF LOTS 1 THRU 11, INCLUSIVE, LOTS 17 THRU 37, INCLUSIVE, LOTS 42 THRU 63, INCLUSIVE, LOTS 68 THRU 74, INCLUSIVE, LOTS 85 THRU 89, INCLUSIVE, AND PART OF LOTS 12, 13, 14, 15, 16, 39, 40, 41, 64, 65, 66, 67, 75, 76, 77, 78, 83, 84, 90, 91, 92, 94, 95, 96, 97, 98, 99, AND 110, ALL IN ADAMS PARK, A SUBDIVISION IN POTAWATOMIE COUNTY, IOWA, TOGETHER WITH PART OF VACATED 5TH STREET, PART OF VACATED 6TH STREET, PART OF VACATED 7TH STREET, PART OF VACATED 8TH STREET AND PART OF VACATED AVENUE "P" LYING WITHIN SAID ADAMS PARK, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID LOT 1; THENCE S00°03'31"W (ASSUMED BEARING) 752.47 FEET ON THE EASTERLY LINE OF SAID ADAMS PARK TO THE SE CORNER OF SAID LOT 12; THENCE N45°10'45"W 162.00 FEET; THENCE N72°03'45"W 40.00 FEET; THENCE SOUTHWESTERLY ON A NONINGANG 64.11 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S54°07'55"W, CHORD DISTANCE 75.72 FEET AN ARC DISTANCE OF 81.00 FEET; THENCE N89°40'22"W 716.94 FEET; THENCE NORTHWESTERLY ON A 77.62 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N44°50'11"W, CHORD DISTANCE 109.46 FEET AN ARC DISTANCE OF 121.49 FEET; THENCE NORTH 80.77 FEET; THENCE NORTHWESTERLY ON A 249.73 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N34°50'14"W, CHORD DISTANCE 285.32 FEET AN ARC DISTANCE OF 303.88 FEET; THENCE SOUTHWESTERLY ON THE SOUTHERLY LINE OF SAID OUTLOT 1, ON THE COLONIA DESERED 57°11'11" BEARING, CHORD DISTANCE 183.43 FOOT RADIUS CURVE TO THE LEFT, CHORD DISTANCE 183.43 FEET; THENCE SOUTHWESTERLY ON A NONINGANG 183.43 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S72°30'09"E, CHORD DISTANCE 18.10 AN ARC DISTANCE OF 18.11 FEET; THENCE S75°19'51"E 53.79 FEET; THENCE NORTHWESTERLY ON A 258.07 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N44°32'48"E, CHORD DISTANCE 447.53 FEET, AN ARC DISTANCE OF 541.60 FEET; THENCE NORTHWESTERLY ON A 179.05 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N07°44'05"W, CHORD DISTANCE 48.85 FEET AN ARC DISTANCE OF 49.01 FEET; THENCE N00°06'55"E 5.03 FEET TO THE SW CORNER OF LOT 15, BLOCK 6, POTTER AND GEORGE COMPANY'S ADDITION, A SUBDIVISION IN SAID POTAWATOMIE COUNTY; THENCE S88°35'01"E 137.82 FEET ON THE SOUTHERLY LINE OF SAID LOT 15, BLOCK 6 TO THE SE CORNER THEREOF; THENCE S00°06'46"W 5.00 FEET ON THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF SAID LOT 15, BLOCK 6; THENCE SOUTHWESTERLY ON A 56.26 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S44°14'07"E, CHORD DISTANCE 78.66 FEET, AN ARC DISTANCE OF 87.10 FEET TO THE NORTHERLY LINE OF SAID ADAMS PARK; THENCE S88°35'01"E 603.06 FEET ON THE NORTHERLY LINE OF SAID ADAMS PARK TO THE NE CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING.

* PHASE II

MAY 12, 2000
DATE:

WILLIAM P. DORNER
IOWA LS - 6223
MY REGISTRATION RENEWAL DATE IS
DECEMBER 31, 2001



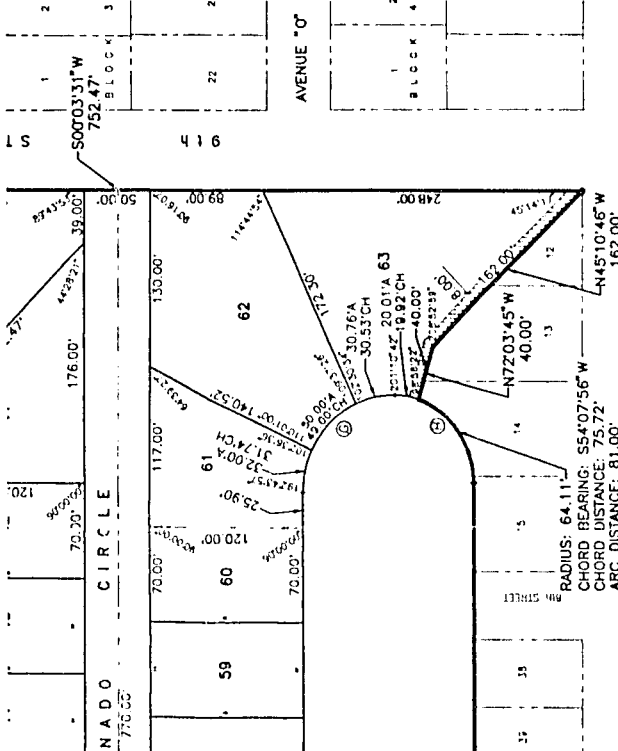
CACHUEN DRIVE	
1	752.47'
2	752.47'
3	752.47'

DEDICATION
KNOW ALL MEN BY THESE PRESENTS, THAT WE, CORONADO KEYS, L.L.C., A NEBRASKA CORPORATION, BEING THE OWNERS, AND CITY BANK AND TRUST OF CRETE NEBRASKA, BEING THE MORTGAGE HOLDER, OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO A STREET, LOTS AND AN OUTLOT TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS CORONADO KEYS PHASE II, AND WE HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, QUEST CORPORATION AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RE-NEW POLES, WIRES, CROSSINGS, DOWN SPOUTS AND ANCHORS, CABLES, CONDUITS AND INSULATION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THEIR RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR ALL FRONT LOT LINES, NO PERMANENT BUILDINGS, TREES, RETAINING WALLS, OR ROOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS.

CORONADO KEYS

FINAL PLAT

SCALE:	AS SHOWN
DATE:	MAY 12, 2000
DRAWN BY:	JKW
CHECKED BY:	DHN
REVISIONS:	



APPROVAL BY THE CITY OF CARTER LAKE
 STATE OF IOWA
 COUNTY OF POTTAWATTAMIE

ON THIS 15th DAY OF September, 2000, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED WANDA ROSENBAUGH AND LISA RUEHLE TO ME PERSONALLY KNOWN, AND WHO, BEING BY ME DULY SWORN, DID SAY THAT THEY ARE 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 RESOLUTION ADOPTED BY THE CITY COUNCIL ON THE 14th DAY OF September, 2000, AND THAT WANDA ROSENBAUGH AND LISA RUEHLE ACKNOWLEDGED THE EXECUTION OF THE INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED, AND THE VOLUNTARY ACT AND DEED OF THE CORPORATION, BY IT VOLUNTARILY EXECUTED.

Wanda Rosenbaugh
 WANDA ROSENBAUGH, MAYOR

Lisa Ruehle
 LISA RUEHLE, ACTING CITY CLERK

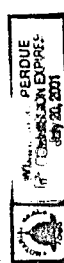
SUBSCRIBED AND SWORN TO BEFORE ME THIS 15th DAY OF September, 2000.

Patricia A. Bauer
 NOTARY PUBLIC, MY COMMISSION EXPIRES ON 8-3-2003

NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS CORONADO KEYS, L.L.C. WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREET AS SHOWN ON THIS PLAT, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, QWEST CORPORATION AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSS-ARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THEIR RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND LAND ABUTTING ALL FRONT LOT LINES, NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

CORONADO KEYS, L.L.C. * PHASE II
 BY: *Patricia A. Bauer*
 TITLE: *Notary Public*
 CITY BANK AND TRUST OF CRETE, NEBRASKA
 BY: *Patricia A. Bauer*
 TITLE: *Notary Public*

ACKNOWLEDGMENT OF NOTARY
 STATE OF *Nebraska*
 COUNTY OF *Crete*
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 22 DAY OF *September*, 2000 BY *Patricia A. Bauer* OF CORONADO KEYS, L.L.C., A NEBRASKA CORPORATION ON BEHALF OF SAID CORPORATION.



ACKNOWLEDGMENT OF NOTARY
 STATE OF *Nebraska*
 COUNTY OF *Crete*
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 15 DAY OF *September*, 2000 BY *Patricia A. Bauer* OF CORONADO KEYS, L.L.C., A NEBRASKA CORPORATION ON BEHALF OF SAID CORPORATION.

Patricia A. Bauer
 NOTARY PUBLIC

ACKNOWLEDGMENT OF NOTARY
 STATE OF *Nebraska*
 COUNTY OF *Crete*
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 17th DAY OF *September*, 2000 BY *Patricia A. Bauer* OF CORONADO KEYS, L.L.C., A NEBRASKA CORPORATION ON BEHALF OF SAID BANK AND TRUST.

Patricia A. Bauer
 NOTARY PUBLIC

COUNTY TREASURER'S CERTIFICATE
 THIS IS TO CERTIFY THAT I HAVE RECEIVED REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE PROPERTY CERTIFICATE AND EMBRACED IN THIS FINAL PLAT OF CORONADO KEYS, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS 15 DAY OF *September*, 2000.

DEPUTY
Patricia A. Bauer
 POTTAWATTAMIE COUNTY TREASURER

APPROVAL OF CARTER LAKE PLANNING COMMISSION
 THIS PLAT OF CORONADO KEYS WAS APPROVED BY THE CARTER LAKE PLANNING COMMISSION ON THIS 11 DAY OF *September*, 2000.

Patricia A. Bauer
 CHAIRMAN

BK 101PG1429

Curtis J. Heithoff

ATTORNEY AT LAW
508 SOUTH 8TH STREET
Council Bluffs, Iowa 51501

(712) 325-0888
FAX (712) 325-0894

September 22, 2000

City of Carter Lake, Iowa
City Hall
100 Locust Street
Carter Lake, IA 51510

RE: Platting Opinion for Coronado Keys, Phase II

Ladies and Gentlemen:

I have examined the Abstract of Title to:

Lots 1 thru 11, inclusive, Lots 17 thru 37, inclusive, Lots 42 thru 63, inclusive, Lots 68 thru 74, inclusive, Lots 85 thru 89, inclusive, and part of Lots 12, 13, 14, 15, 16, 38, 39, 40, 41, 64, 65, 66, 67, 75, 76, 77, 78, 83, 84, 90, 91, 92, 94, 95, 96, 97, 98, 99, and 110, all in Adams Park, a Subdivision in Pottawattamie County, Iowa, together with part of vacated 5th Street, part of vacated 6th Street, part of vacated 7th Street, part of vacated 8th Street and part of vacated Avenue "P" lying within said Adams Park, all more particularly described as follows: Beginning at the NE corner of said Lot 1; thence S00°03'31"W (assumed bearing) 752.47 feet on the Easterly line of said Adams Park to the SE corner of said Lot 12; thence N45°10'46"W 162.00 feet; thence N72°03'45"W 40.00 feet; thence Southwesterly on a nontangent 64.11 foot radius curve to the Right, chord bearing S54°07'56"W, chord distance 75.72 feet an arc distance of 81.00 feet; thence N89°40'22"W 716.94 feet; thence Northwesterly on a 77.62 foot radius curve to the Right, chord bearing N44°50'11"W, chord distance 109.46 feet an arc distance of 121.49 feet; thence North 80.77 feet; thence Northwesterly on a 249.73 foot radius curve to the Left, chord bearing N34°50'14"W, chord distance 285.32 feet an arc distance of 303.68 feet to the Southerly Line of Outlot 1, Coronado Keys, a Subdivision in said Pottawattamie County; thence Northeasterly on the Southerly line of said Outlot 1, on the following described 5 courses; thence Southeasterly on a nontangent 183.43 foot radius curve to the Left, chord bearing S72°30'09"E, chord distance 18.10 an arc distance of 18.11 feet; thence S75°19'51"E 53.79 feet; thence Northeasterly on a 258.07 foot radius curve to the Left, chord bearing N44°32'48"E, chord distance 447.53 feet, an arc distance of 541.60 feet;

SEP 2 / 2000

Entered for Taxation

COUNTY AUDITOR

Marilyn Go Snake

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thence Northwesterly on a 179.05 foot radius curve to the Right, chord bearing N07°44'06"W, chord distance 48.85 feet, an arc distance of 49.01 feet; thence N00°06'55"E 5.03 feet to the SW corner of Lot 15, Block 6, Potter and George Company's Addition, a Subdivision in said Pottawattamie County; thence S88°35'01"E 137.82 feet on the Southerly line of said Lot 15, Block 6 to the SE corner thereof; thence S00°06'46"W 5.00 feet on the Southerly extension of the Easterly line of said Lot 15, Block 6; thence Southeasterly on a 56.26 foot radius curve to the Left, chord bearing S44°14'17"E, chord distance 78.66 feet, an arc distance of 87.10 feet to the Northerly line of said Adams Park; thence S88°35'01"E 603.06 feet on the Northerly line of said Adams Park to the NE corner of said Lot 1 and the point of beginning.

This Abstract does not cover matters included in Chapter 614.29 through 614.38 of the Code of Iowa as amended, the Marketable Title Act and Chapter 11 of the Iowa Land Title Examination Standards and the Abstracting Standards of the Iowa Land Title Association, which are excluded thereunder, except: Plats and survey; easements; party wall and other boundary line agreements; unexpired recorded leases; and patents and is certified to September 8, 2000 at 8:00 A.M. by Missouri River Title Co., Inc. and is in one part containing 38 entries. Entry #39 is shown as filed. From my examination, I find marketable title to be in...

CORONADO KEYS, L.L.C., subject to the following:

1. Entry #21 sets forth a Mortgage in the amount of \$1,500,000.00 from Coronado Keys, L.L.C. to City Bank & Trust Co., which Mortgage is dated July 29, 1999 and was recorded on August 9, 1999 in Book 100, Page 7122. Said Mortgage encumbers all of the property under examination, as well as additional property.
2. Entry #39 shows that the 1999 Real Estate Taxes are paid and that all prior years are paid.

CAUTION

This abstract of title only covers matters which are of record in Pottawattamie County, Iowa. As such, this examiner can make no determination concerning matters or problems which would be disclosed by a survey; the rights of parties who may be in possession of the real estate, other than the titleholders of record, and the right to file Mechanic's Liens against


BK 101 PG 14432

City of Carter Lake, Iowa
September 22, 2000
Page -3-

COMPARED

the premises for labor or materials furnished in connection with improvements made on the real estate within 90 days of furnishing the last item of improvement.

Very truly yours,



Curtis J. Heithoff
Member No. 2590

CJH:mee

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE CORONADO KEYS ADDITION
A SUBDIVISION
IN THE CITY OF CARTER LAKE, IOWA

THIS DECLARATION, made this 1st day of April, 2000, by The Coronado Keys Development Co., Inc., an LLC; hereinafter referred to as "Declarant";

WITNESSETH:

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

Lots 1 through 101, The Coronado Keys Addition, a subdivision in the City of Carter Lake, Pottawattamie County, Iowa.

WHEREAS, Declarant as the owner of the real estate above described, and will convey the said lots, subject to certain protective covenants, and restriction,, 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 inure to the benefit of each lot owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to The Coronado Keys Owners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract purchasers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto and may hereafter be brought within the jurisdiction of the Association.

Section 4. "Canalway" shall mean all real property (including the improvements thereto) conveyed via a quit claim deed to the State of Iowa. The land and water in the canal are public

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lands and subject to all state conservation laws in regard to navigation, boat docks and etc. The Canalway is all land and water below the mean sea level elevation of 970.50.

Section 5. "Dock" shall mean a dock extending from the private property of a riparian landowner and constructed on or over waters under the jurisdiction of the natural resource commission and is not used as a marina or for other commercial purposes or made available for public use.

Section 6. "Lot" shall mean and refer to the numbered plots of land shown upon the recorded subdivision plat of the Properties.

Section 7. "Declarant" shall mean and refer to the individuals and corporations set forth above together with their or its successors and assigns.

Section 8. "Mortgage" shall include Deeds of Trust.

Section 9. "Shoreline Stake" shall mean the property corner as surveyed and plotted at a mean sea level elevation of 970.50. Lands and waters at a lesser mean sea level elevation are considered Canalway per Section 4 above.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner, as well as the general public, shall have the right and easement of enjoyment in and to the Canalway which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to charge reasonable fees for the use of the Canalway.
- b. The right of the Association to suspend the voting rights and right to use of the Canalway by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 90 days for any infraction or its published rules and regulations.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Canalway and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. If an owner sells a Lot on real estate contract, the membership or the Owners shall terminate and the contract purchasers shall become a member.

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unless the contract retains membership in the Owners, in which event, the contract purchasers will not be a member.

Section 2. The Association shall have three classes of voting membership:

Class A. The Class A members shall be all owners of canal access lots, with the exception of the Declarant, The Coronado Keys Development Co., Inc., and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be all owners of non canal access lots, with the exception of the Declarant, The Coronado Keys Development Co., Inc., and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class C. The Class C members shall be the Declarant, The Coronado Keys Development Co., Inc. and shall be entitled to five (5) votes for each Lot owned. The class C membership shall cease and be converted to a Class A or B membership on the happening of either or the following events, whichever occurs earlier:

a. When the total votes outstanding in the Class A and B membership equal the total votes outstanding in the Class C membership, or

b. On December 31, 2007.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal obligation of Assessment. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Their personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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CONFIDENTIAL

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Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and the improvements to the subdivision and maintenance of the Canalway.

Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following conveyance of the first Lot to an Owner, the annual assessment shall be One Hundred Dollars (\$100.00) per lot for Class A lots. Class B lots will be assessed at Twenty-Five percent (25%) of the Class A lots.

- A. From and after January 1 of the year immediately following the conveyance of the first Lot of an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital improvements. In Addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the subdivision and Canalway, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 10 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance by The Coronado Keys Development Co., Inc. of a lot to someone other than the Declarant. The annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest legal rate or the rate of twelve percent (12%) per annum, whichever is higher. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Canalway or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien as of the date of such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. No building, house, garage, boat house, fence, wall, dock, boatlift, front/side yard landscaping or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior painting, resurfacing, addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

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Section 2. The Architectural Control Committee shall originally consist of five (5) persons appointed by the Declarant. The original Architectural Control Committee shall be made up of Duane Menke, Melvin J. Gundersen, William E. Perdue, Chad Menke, and The Coronado Keys Development Co., Inc. said original members need not be residents of the Subdivision. Upon the resignation, for any reason, of one of the committee members, the remaining members shall promptly appoint a replacement. Until such appointment has been made, the remaining members shall exercise the committee's authority. All future members, other than the original five (5) members appointed by the Declarant, must be property owners in the Subdivision. On or before December 31, 2007, the committee must vote to replace any member not living in the Subdivision with a resident of the Subdivision. Any member not residing in the Subdivision must, after voting with the committee to select a resident replacement, resign on or before said date.

Section 3. The Architectural Control Committee's approval or disapproval must be signed by a majority of the Committee members and mailed or delivered to the applicant's last known address. In case of disapproval, the Committee shall include a statement of the reasons for disapproval and shall indicate in a general way the kind of plans and specifications which the committee will approve for the subject property. Except for violation of those restrictions contained in Article VI hereof, in the event the Committee or its designated representatives fail to approve or disapprove within 30 days after a complete set of provisions and specifications had been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

Section 4. Unless approved in writing by the Architectural Control Committee, no building shall be created, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling not to exceed two stories in height, having a garage for not less than two nor more than three standard automobiles nor no more than two boat garages, and containing finished living areas, exclusive of porches, breezeways, carports, and garages of at least 1,300 square feet on the ground floor of a one-story house; 1,000 square feet on the ground floor and 550 square feet on the second floor of a one and one-half story house; 1,000 square feet on the ground floor and 800 square feet on the second floor of a two-story house; 1,750 square feet of living area above ground for a split-level house; and 1,300 square feet of main floor living area for a split-entry house. The Architectural Committee shall have the right to define the terms one-story, one and one-half story, two-story, split-level, and split-entry house. House of unusual design not included in the categories herein listed will be considered on an individual basis. Square foot areas are to be computed to the outside surface of enclosed walls.

Section 5. The Architectural Control Committee shall have the right to disapprove any such plans or specifications for structures, improvements, grading or landscaping which are not suitable or desirable in the Committee's opinion for aesthetic or other reasons, and in passing upon such plans and specifications, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure and the materials of which it is built, the color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the topography of the land and the effect of the

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building, structure, grading or landscaping as planned on the outlook from the adjacent or neighboring property, and if it is in accordance with all of the provisions of this Declaration.

Section 6. The Committee may disapprove if the plans and specifications submitted are incomplete, or in the event the Committee deems the plans, specifications, details or any part thereof, to be contrary to the spirit or interest of these conditions and restrictions. The decisions of the Committee shall be final.

Section 7. Neither the Declarant nor any architect or agent of the Declarant nor any member of the Committee by virtue of his membership thereon, or discharge of his duties required thereby, shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or specifications. No building improvements of any kind constructed or placed upon any of said Lots thereafter shall be moved without prior written approval of the Committee.

ARTICLE VI RESTRICTIONS ON USE OF PROPERTY

Section 1. No Lot shall be used except for residential purposes.

Section 2. All roofing materials shall be of cedar shake shingle, "shake looking" or heritage style" asphalt, copper or tile.

Section 3. All siding material for other than masonry construction shall be wood, stucco or vinyl siding.

Section 4. No residence, building, fence, wall, driveway, patio enclosure, swimming pool, basketball backboards, dog house, tree house, pool house, antenna, satellite receiving station or "disks", 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 the Architectural Control Committee.

Section 5. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco or other material approved by the Architectural Control Committee.

Section 6. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted, if not faced with materials as provided in Section 5 above.

Section 7. Fireplace chimneys shall be covered with brick, wood, vinyl or other material approved in writing by the Architectural Control Committee.

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Section 8. No advertising signs, home office or occupation 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".

Section 9. 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.

Section 10. No exterior television or radio antenna of any sort shall be permitted on any Lot unless approved by the Architectural Control Committee.

Section 11. 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 24-hour periods. 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 in the street for any length of time must be in an operating condition and display current licenses. No parking on any street except during special occasions.

Section 12. 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 clothesline 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.

Section 13. 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.

Section 14. No fence shall be permitted to extend from the front lot line to the rear house-line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Unless other materials are specifically approved in writing by the Architectural Control Committee, fences shall be only split rail, wrought iron, or of a timber privacy type. No fence shall be of the chain link or wire types. No fences or walls shall exceed a height of four (4) feet. No fence shall be placed within fifteen (15) feet from the seawall.

Section 15. No swimming pool may extend more than one (1) foot above ground level.

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Section 16. 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.

Section 17. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner lot (six inches thick through driveway sections). The sidewalk shall be placed with its width between four feet (4'-0") and eight feet (8'-0") from 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 or the City of Carter Lake.

Section 18. 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 of such approach shall also be of 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.

Section 19. All driveways must be a minimum of 16'-0" in width, provide for three (3) off street parking stalls, and constructed of concrete, brick, paving stone, or laid stone.

Section 20. All foundations shall be constructed of concrete, concrete blocks, brick or stone.

Section 21. No stable or other shelter for any animal, livestock, 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 the Architectural Control Committee, 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 the subdivision. No commercial stables, kennels, aviary or other similar uses shall be allowed.

Section 22. Any exterior air conditioning condenser unit shall be placed in the rear yard or and side yards. 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 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.

Section 23. No residence or part of structures, including attached boat houses or garages, shall be located nearer than five (5) feet to any side lot line, nor closer than twenty (20) feet from the street lot line, nor closer than twenty-five (25) feet to the shoreline property stake.

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Section 24. No structure of a temporary character, carport, trailer, modular homes, basement, tent, outbuilding, shed, 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 the Subdivision to any Lot without the written approval of the Architectural Control Committee.

Section 25. All utility service lines from each Lot line to a dwelling or other Improvements shall be underground.

Section 26. No noxious or offensive trade or activity 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.

Section 27. Easements and rights of way are hereby expressly reserved for the creation, construction and maintenance of utilities such as gas, water, telephone, electricity and sewer. Such easements and rights-of-way shall be confined to the area shown on the plat as to the side of every Lot and ten (10) feet along the street and back lot lines of the Subdivision.

Section 28. No fuel tanks and appurtenances allowed.

Section 29. All new homes shall have stained/painted wood siding, vinyl siding, brick or stone or the exterior finish shall be specified on the plans and submitted to the Architectural Control Committee prior to construction.

Section 30. All homes shall have sod lawns or have alternative landscaping approved by the Architectural Control Committee.

Section 31. No creosoted timber materials shall be used for any reason.

Section 32. All lands and water in the Canalway are public and subject to all state conservation laws in regard to navigation, boat docks, public access and etc.

Section 33. No boat docks nor boat houses may be erected on any vacant Lot without the approval of the Architectural Control Committee, which may place conditions and restrictions on the use of same.

Section 34. Right to Remove Accretions. Declarant or the Association, or their designee shall have the right at any time to dredge or otherwise remove any accretion or deposit from any lake front Lot in order that the shoreline of the lake to which said Lot is contiguous may be moved inland toward or to the boundary of said Lot.

Section 35. No motorized recreational vehicles shall be allowed on any vacant Lot.

Section 36. No campers, motor homes, tents, trailers or any kind of temporary housing is allowed on any vacant Lot.

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Section 37. Satellite dishes shall not be larger than 30".

Section 38. Boat lifts constructed of metal or wood shall be maintained to a working order, all components of the lift above the water line shall be free of rust, lift roof shall be fabric covered, no shingle or metal roofs allowed, and the property Owner shall allow the Architectural Control Committee or its representative to inspect the lift.

Section 39. All yards shall have underground sprinkler system in the front and rear yards.

Section 40. No boat dock or dock walkway shall be attached to the seawall.

Section 41. No person shall construct a dock without first procuring a permit from the Architectural Control Committee. Permits shall be subject to the provisions of this covenant. All yards shall have an underground sprinkler system.

A. Conditions of Permits. Permits for all docks shall be subject to the following conditions:

1. All activities and structures authorized by a dock permit must comply with the requirements of the permit and the permittee shall maintain the structure or work authorized by the permit in good condition and in accordance with plans and drawings attached to the application for permit.
2. A dock permit shall not be construed to do more than give the permittee the right to construct a dock. The permit creates no interests, personal or real, in the real estate below the ordinary high water line nor does it relieve the requirement to obtain federal or local assent when required by law for such activity.
3. All docks, piers, or wharfs which cannot be removed or stored in an approved location shall be considered permanent structures and shall be subject to 571-Chapter 18, Iowa Administrative Code and other regulations covering permanent structures.
4. Dock permits or privileges shall not be transferable, and when the permittee desires to abandon the dock or activity authorized by the permit, the area must be restored to a condition satisfactory to the Architectural Control Committee.
5. The permit shall allow the Architectural Control Committee or its representative to make inspections, at any and all reasonable times, of docks authorized by the permit in order to ensure that the activity being performed or the structure constructed is safe and in accordance with the terms and conditions of the permit and this covenant.

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6. A dock permit may be modified, suspended, or revoked by written notice, whole or in part, if the Architectural Control Committee or its representative determines that the dock is not safe or that a violation of any terms or conditions of the permit has occurred or that continuation of the permit is not in the Subdivision's best interest. Such modification, suspension, or revocation shall become effective upon a date specified.

B. All docks shall be subject to the following requirements:

1. The subdivision Lot number shall be displayed on the water end of the dock, facing away from the shore and plainly visible, in block numbers of good proportion, not less than three inches in height, and in a color contrasting to the background.
2. All docks must be removed from the waters of this state before December 15 of each year and not reconstructed until the following spring, except those exempted by special permit from the Architectural Control Committee.
3. All new structures, if a floating facility, authorized by permit shall use flotation methods and devices of a type constructed of low density, closed cell, rigid plastic foam: high impact polyethylene fiberglass material; wood timbers' or other inert materials to provide flotation.
4. The use of any container not fabricated originally for flotation purposes, including barrels, tanks, and other containers originally constructed for the purpose of containing fluids, powders, or similar products is prohibited for new structures or for replacement of flotation devices in existing structures unless filled with low density, closed cell, rigid plastic foam. Upon request by the Architectural Control Committee or its representative, the permittee is responsible for providing proof that such containers are filled with foam.
5. Docks shall not be designed, intended, or used for human habitation.
6. All docks shall be constructed and placed in a manner which allows the free flow of water beneath them.
7. The construction activity, structure, or use of structure authorized by a dock permit shall not result in unreasonable interference with navigation.
8. The permitted shall make every reasonable effort to construct the dock authorized by an approved dock permit application in a manner so as to minimize any adverse impact on fish, wildlife, water quality, and natural environmental values.

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9. The storage, use, or dispensing of any fuel on a dock on or over public water or adjacent public land shall be in compliance with Iowa Code Chapter 101 and all rules promulgated thereunder.
 10. Any electrical service on or leading to any dock used for storage or dispensing of fuel must comply with the National Code, 1981 Edition NFPA 70-1981 and shall include ground fault circuit protection.
- C. In addition to those standards for all docks, the following specifications shall apply to all docks extending from privately owned riparian lakeshore property.
1. Dimensions. The total length of the dock shall not be greater than thirty (30) feet from the Shoreline Property Stake. All docks must be at least three feet wide and constructed of sound strong material approved by the Architectural Control Committee for use. The width of the dock shall be limited to six feet maximum, except as otherwise provided. (See Figure A)
 2. Configuration.
 - a. Except as provided in this subrule, permits may be granted for "L"-or "T"- shaped docks on which the total length of the "L" or "T" portion facing the water is not greater than sixteen feet and the total area of the "L" or "T" does not exceed one hundred sixty-eight square feet.
 - b. No hoist or other structure may be placed adjacent to that portion of the dock exceeding six feet in width.
 - c. Permits for special purpose "L" or "T" docks may be granted by the Architectural Control Committee only upon submission by the applicant or proof of need and necessity.
 - d. Where there are two or more adjoining riparian property owners or lessees, a permit may be granted jointly for the construction of a dock with an "L" or "T" portion with a total of sixteen feet in length facing the water and containing up to one hundred sixty-eight square feet in the "L" or "T" portion of the dock. No hoist or other structure may be placed adjacent to that portion of the dock exceeding six feet in width (See Figure B). The application for a permit under this provision must be signed by all property owners involved.
 - e. No permit shall be issued for the construction of a dock within fifty feet of another dock except in the cases in which the property owner owns, in fee title, a lot which, due to its width, makes it impossible to be fifty feet or more from a dock constructed by an adjacent riparian

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property owner or lessee which is covered by a valid dock permit issued by the Department of Natural Resources.

- f. A permit for a dock within fifty feet from a dock constructed by an adjacent riparian property owner or lessee which is covered by a valid dock permit issued shall be issued only under the following conditions:
 - (1) The total length of the "L" or "T" portion facing the water shall not be more than eight feet. The last ten feet of the dock may be eight feet wide. No hoist or other structure may be placed adjacent to that portion of the dock exceeding six feet in width.
 - (2) Docks constructed less than thirty feet from adjacent docks shall be limited to straight docks or "L" docks with "L" projected away from the nearest dock but not within thirty feet of any other dock. (See Figure C)
 - g. Docks shall be constructed not less than twenty-five feet from the Lot line on either side of the property. In cases where there is a conflict, the dock shall be constructed at or near the center of the Lot. (See Figure D)
 - h. The requirement that the dock shall be twenty-five feet from the property line may be waived if the Architectural Control Committee or its representative finds that shallow water, the width of the Lot, or other adverse conditions make the dock site required in this rule unusable.
 - i. That which is commonly called a "catwalk" shall be at least two feet wide and considered a part of the dock. Catwalks shall be limited in length as an "L" or "T" portion of the dock construction. (See Figure E)
3. Alignment. Where possible, docks must be aligned so as not to cross the projection of property lines into the waterway. If property lines and dock intersect, no "L" or "T" will be permitted beyond the property line without written permission from the Architectural Control Committee.

ARTICLE VII GENERAL PROVISIONS

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Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by an proceeding at law or in equity, all restrictions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant of restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty-one (21) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-one (21) years by at least one Lot Owner properly filing a claim once every twenty-one (21) years. This Declaration may be amended during the first twenty-one (21) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

Section 4. Annexation. Additional residential property and Canalways may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

EXECUTED this 24 day of May, 2000.

DECLARANT:

THE CORONADO KEYS DEVELOPMENT CO., Inc., LLC

BY: Duane H. Menke

DUANE H. MENKE, PRESIDENT

STATE OF Iowa)

COUNTY OF Pottawattamie) ss.

On this 25 day of May, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane H. Menke, to me personally

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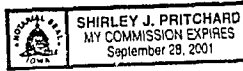
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known, who being by me dully sworn, did say that he is the President of The Coronado Keys Development Co., Inc., LLC, executing the within and foregoing instrument; that no seal has been procured by the corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Duane H. Menke as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

Shirley J. Pritchard
NOTARY PUBLIC IN AND FOR SAID STATE



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CERTIFIED RESOLUTION

I, James Schwartz, City Clerk/Treasurer of Carter Lake, Iowa, hereby certify that the following is an exact copy of a resolution to approve the final plat for Coronado Keys Phase II adopted at the City of Carter Lake, City Council meeting, held on July 18, 2000.


James Schwartz, City Clerk/Treasurer

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Proceedings: Regular City Council Meeting
Tuesday, July 18, 2000.

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under current police investigation, which makes it inappropriate for this meeting.

7. City Clerk/Treasurer:

- a. The average number of trailers at Lakeside this last year was 234 for cost of 3,217.50. Motion by Hausner, second by Kramer to approve the new rate for Lakeside Mobile Home. Ayes: Unanimous. Motion carried.
- b. Carter Lake Investment Policy: The City Clerk/Treasurer brought in the policy, which is approved at this time each year. Motion by Schroeder, second by Hausner to renew the Carter lake Investment Police. Ayes: Unanimous. Motion carried.

8. Mayor:

- a. Mayor Rosenbaugh reappoint Diane Kessler and Lois Naylor to 3-year terms on the Park Board and to appoint a new member, John Hammerich to a 5-year term on the Park Board. Motion by Hausner, second by Kramer to approve the Mayor's appointments. Ayes: Unanimous. Motion carried.
- b. The Mayor announced that the city now owns the vacant lots at 17th and Q and will be clearing trees for parking.
- c. Wages and Overtime there has been some costs with a new city clerk and a temporary employee, the Mayor wanted to inform the council of the costs.
- d. Iowa Meter Service Contract Renewal- There were a few changes requested by the company including a \$0.11 increase, deletion of line 11 and removing the word customer and replacing it with delinquent accounts. Motion by Hausner, second by Kramer to renew the contract with the proposed changes for three years. Ayes: Unanimous. Motion carried.
- e. NewsLetter contract: Motion by Hausner, second by Kramer to renew the contract. Ayes: Unanimous. Motion carried.

B. Communications from the Public:

1. Jay Gunderson- final plat phase II Coronado Keys; Gunderson introduced his partners and presented a composite drawing, Phase II which is Lots 30 to 63. A letter from his engineer confirmed that everything was completed except for a 54" storm sewer at 9th and Silver Lane, which is identical to the one already installed at 9th and P, lift station, and inlets on storm sewer. They have an outstanding contract of \$47,500.00, which they would put in escrow. Barry Boyd of Schemmers felt that some of the drainage, curb and gutter and grading were not complete and was not certain that the figure given would be what is needed. Motion by Hausner, second by Kramer to approve the final plat for the second phase of Coronado Keys contingent to Schemmers signing off on it, following subdivision regulations section 610, including the escrow

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PROCEEDINGS

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amount (Schemmers will set the figure). Roll call: Ayes; Bentzinger, Kramer, Hausner, and Dahlheimer. Nay: Schroeder. Motion carried. Discussion was held on the location of the canal.

2. Wingate Hotel- They were not present. They had also requested that the City set up a web site which Dahlheimer and Kramer will try to report back on at the next meeting.
3. Attorney O'Bradovich; Presented a potential ordinance to eliminate Parking on Freedom Road to get more accessibility to the Anchor Inn for emergency vehicles. Motion by Kramer, second by Hausner to approve the first reading of the proposed ordinance. Ayes: Unanimous. Motion carried.

V. Comments:

Mayor Rosenbaugh stated she will be at the Mayor's meeting at Wahoo the next day and asked if anyone had anything they wanted her to share with that group. Council member Schroeder congratulated Diane Kessler, Lois Naylor and John Hammerich. She thanked everyone for coming, and apologized to her neighbors. Council member Bentzinger congratulate June Behrens and the new Park Board members.

Council member Hausner introduced the new City Clerk and thanked everyone for coming.

Council member Dahlheimer welcomed the new Park Board members.

City Attorney O'Bradovich informed the Council about the Meca Board and communication problems.

Deanna Cumberledge, felt that it was unjust that the item she placed on the agenda was deleted because it was under police investigation. The attorney stated that this was the council's choice and it is under investigation, and we can not legally get involved in pending litigation.

Mr. Kessler informed the council that the Pony Ball team finished 2nd in districts and 4th in State.

Barry Boyd informed the Council since his advance in position at Schemmers, he will be less involved with the City of Carter Lake. Hugh O'Grady will be taking more of a lead position. on Schemmer's team for Carter Lake. He also informed the council at the current status of some EPA clean-up proposals.

- VI. Executive Session: Moved by Council member Hausner seconded by council member Kramer to go into executive session based upon the recommendation of the City Attorney to discuss possible pending litigation. Ayes: Unanimous. Motion carried.

The meeting went into go into executive session at 9:15 P. M.

The meeting was opened back to the public.