

COMPARED

4182-06

COMPAILED

FERDALE PI

LOTS 79 THROUGH 116

A TRACT OF LAND LOCATED IN PART OF LOT 2 OF AN A THE NW 1/4, LOT 2 AND LOT 3 OF AN AUDITOR'S SUBD AND PART OF LOT 1 AND PART OF LOT 2 OF AN AUDITC NW 1/4, ALL IN SECTION 33, TOWNSHIP 75 NORTH, R/ MERIDIAN, POTTAWATTAMIE C

INST: RECOR: AUDIT: RMAF

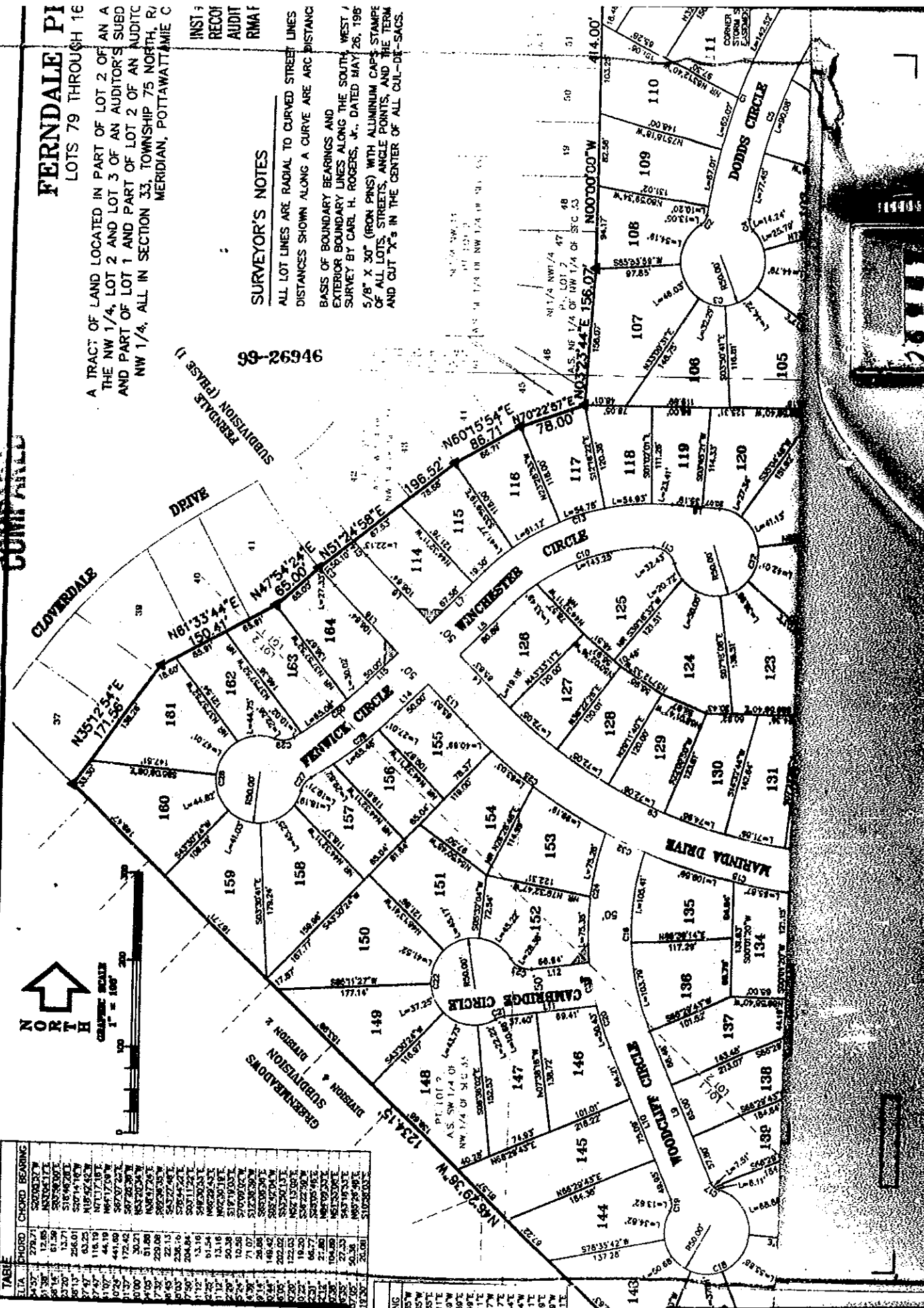
SURVEYOR'S NOTES

ALL LOT LINES ARE RADIAL TO CURVED STREET LINES DISTANCES SHOWN ALONG A CURVE ARE ARC DISTANC BASIS OF BOUNDARY BEARINGS AND EXTERIOR BOUNDARY LINES ALONG THE SOUTH WEST / SURVEY BY CARL H. ROGERS, J., DATED MAY 26, 196 5/8" X 30" (IRON PINS) WITH ALUMINUM CAPS STAMPE OF ALL LOTS, STREETS, ANGLE POINTS, AND THE TERM AND CUT "X" IN THE CENTER OF ALL CUL-DE-SACS.

(1 STR) DISTANCE 99-26946

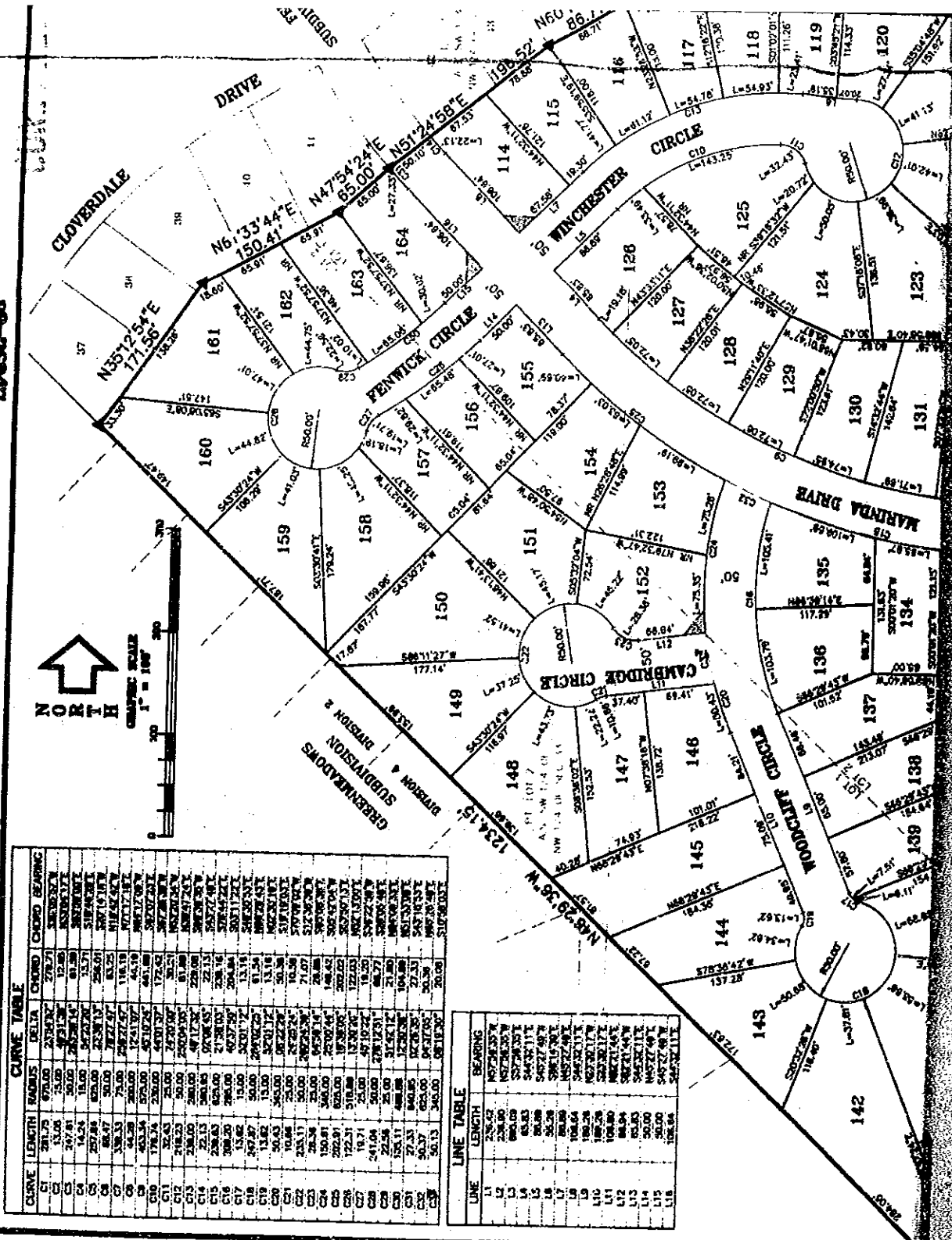


FILE	CHORD BEARING
5437	279.71
1285	507.63
8138	1870.51
8414	81.56
2320	12.71
8513	286.01
8747	63.23
1618	16.18
1737	44.10
1129	172.40
4070	30.21
4405	61.88
7329	220.08
8483	238.36
8750	204.84
1122	33.16
2322	61.54
2701	12.16
5744	50.38
5744	51.71
6105	12.58
6105	12.58
6707	71.07
6707	26.86
6707	146.45
6707	122.03
6707	19.20
6707	86.77
6707	21.86
6707	104.89
6707	27.33
6707	20.38
12800	28.00



L4692-65

COMPARED



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	217.75	674.00	278.71	528.00	S82°00'00"E
C2	13.06	53.00	12.46	18.00	S82°00'00"E
C3	27.81	50.00	26.71	39.00	S82°00'00"E
C4	142.53	116.00	127.72	173.00	S82°00'00"E
C5	27.81	50.00	26.71	39.00	S82°00'00"E
C6	88.47	50.00	87.27	117.00	S82°00'00"E
C7	38.53	50.00	37.51	50.00	S82°00'00"E
C8	43.38	50.00	42.37	56.00	S82°00'00"E
C9	178.34	200.00	177.24	240.00	S82°00'00"E
C10	32.43	50.00	31.42	42.00	S82°00'00"E
C11	218.23	50.00	217.22	288.00	S82°00'00"E
C12	218.23	50.00	217.22	288.00	S82°00'00"E
C13	238.00	50.00	237.00	318.00	S82°00'00"E
C14	22.13	50.00	21.13	28.00	S82°00'00"E
C15	208.83	50.00	207.83	278.00	S82°00'00"E
C16	208.83	50.00	207.83	278.00	S82°00'00"E
C17	15.82	50.00	15.82	21.00	S82°00'00"E
C18	267.87	50.00	266.87	357.00	S82°00'00"E
C19	13.62	50.00	13.62	18.00	S82°00'00"E
C20	20.43	50.00	20.43	27.00	S82°00'00"E
C21	10.64	50.00	10.64	14.00	S82°00'00"E
C22	225.11	50.00	224.11	294.00	S82°00'00"E
C23	238.00	50.00	237.00	318.00	S82°00'00"E
C24	130.81	50.00	130.81	174.00	S82°00'00"E
C25	202.81	50.00	202.81	270.00	S82°00'00"E
C26	122.31	50.00	122.31	162.00	S82°00'00"E
C27	19.71	50.00	19.71	26.00	S82°00'00"E
C28	241.04	50.00	240.04	318.00	S82°00'00"E
C29	22.56	50.00	22.56	29.00	S82°00'00"E
C30	125.11	50.00	125.11	162.00	S82°00'00"E
C31	27.33	50.00	27.33	36.00	S82°00'00"E
C32	90.37	50.00	90.37	117.00	S82°00'00"E
C33	50.13	50.00	50.13	66.00	S82°00'00"E

LINE TABLE

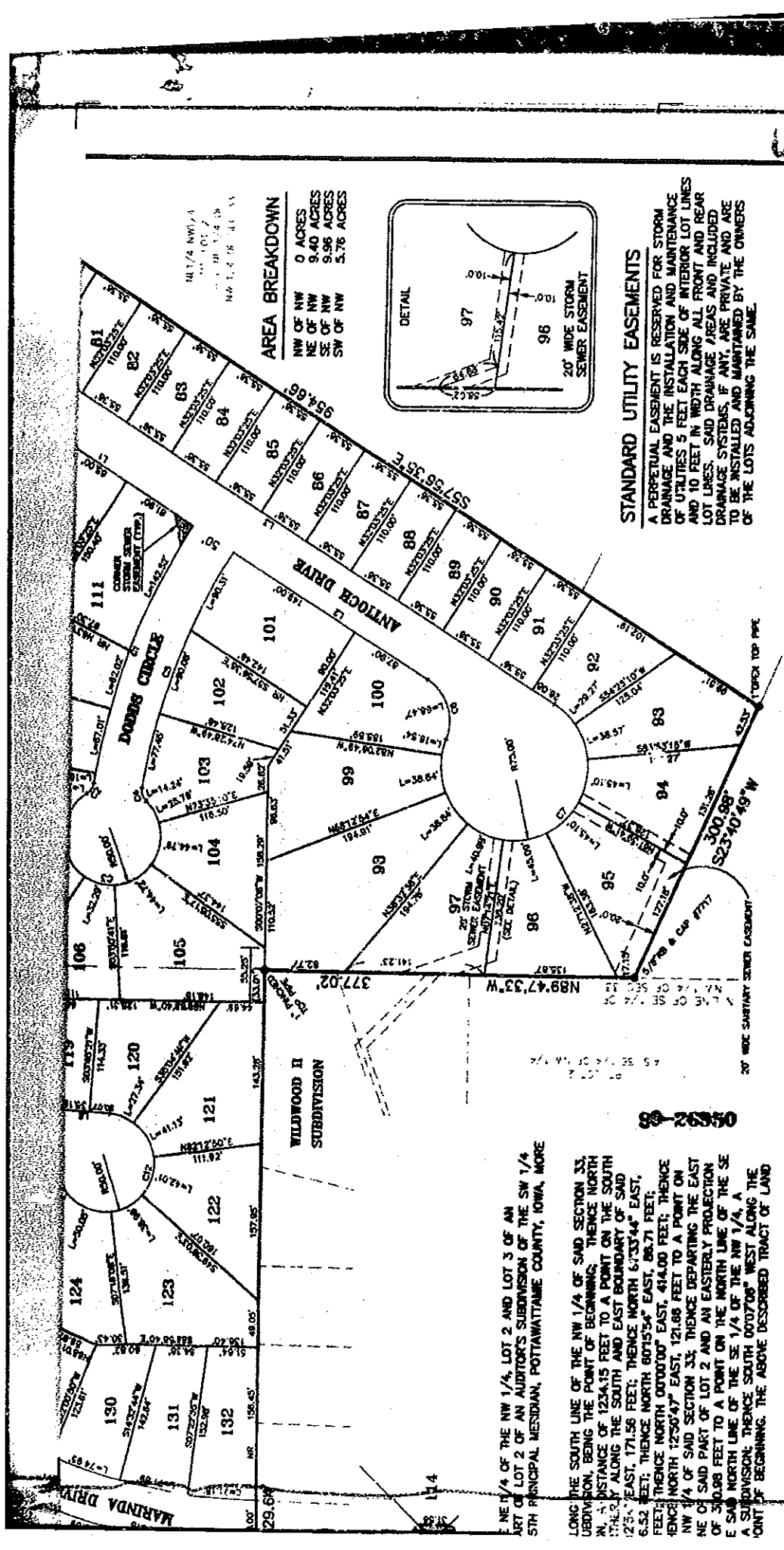
LINE	LENGTH	BEARING
L1	238.43	N67°24'33"E
L2	228.00	N67°24'33"E
L3	890.00	S72°28'11"E
L4	63.83	S45°32'11"E
L5	30.00	S82°00'00"E
L6	30.00	S82°00'00"E
L7	108.64	N45°22'48"E
L8	108.64	N45°22'48"E
L9	188.26	N67°24'33"E
L10	188.26	N67°24'33"E
L11	108.64	N45°22'48"E
L12	88.94	S82°00'00"E
L13	85.83	S45°32'11"E
L14	50.00	N45°22'48"E
L15	50.00	N45°22'48"E
L16	108.64	S45°32'11"E

MADE BY: DEWITT - DEWITT ENGINEERING & ARCHITECTS, 3014 CLARK STREET, OMAHA, NEBRASKA 68112-1211 - (402) 841-0421

REVISIONS:

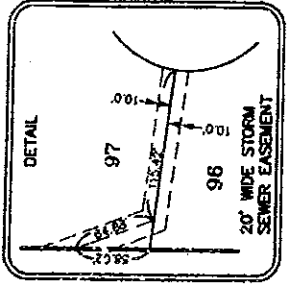
DATE: 11/15/64

L4692-65



1/4 NW 1/4
 1/4 NE 1/4
 1/4 SE 1/4
 1/4 SW 1/4

AREA BREAKDOWN
 NW 1/4 NW 0 ACRES
 NE 1/4 NW 9.40 ACRES
 SE 1/4 NW 9.96 ACRES
 SW 1/4 NW 5.76 ACRES



STANDARD UTILITY EASEMENTS

A PERPETUAL EASEMENT IS RESERVED FOR STORM DRAINAGE AND THE INSTALLATION AND MAINTENANCE OF UTILITIES 5 FEET EACH SIDE OF INTERIOR LOT LINES AND 10 FEET IN WIDTH ALONG ALL FRONT AND REAR LOT LINES. SAID DRAINAGE AREAS AND INCLUDED DRAINAGE SYSTEMS, IF ANY, ARE PRIVATE AND ARE TO BE INSTALLED AND MAINTAINED BY THE OWNERS OF THE LOTS ADJOINING THE SAME.

SHEET 1 OF 2

Project No.	961226
ENGINEERING	PLANNING
LAND SURVEYING	
3915 Cuming Street • Omaha, Nebraska 68131 • 402 / 551-0631	

EHRHART & GRIFFIN ASSOCIATES

NE 1/4 OF THE NW 1/4, LOT 2 AND LOT 3 OF AN PART OF LOT 2 OF AN AUDITOR'S SUBDIVISION OF THE SW 1/4 5TH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA, MORE

LONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 33, BEING THE POINT OF BEGINNING, THENCE NORTH IN A DISTANCE OF 1234.15 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 33, THENCE EAST 171.56 FEET; THENCE NORTH 6°33'44" EAST, 6.52 FEET; THENCE NORTH 60°15'54" EAST, 86.71 FEET; THENCE NORTH 0°00'00" EAST, 494.00 FEET; THENCE NORTH 12°50'47" EAST, 121.86 FEET TO A POINT ON NW 1/4 OF SAID SECTION 33, THENCE DEPARTING THE EAST NE OF SAID PART OF LOT 2 AND AN EASTERLY PROJECTION OF 300.98 FEET TO A POINT ON THE NORTH LINE OF THE SE 1/4 OF SAID SECTION 33, THENCE SOUTH 0°07'00" WEST ALONG THE POINT OF BEGINNING, THE ABOVE DESCRIBED TRACT OF LAND

LAND SURVEYOR'S CERTIFICATE
 THIS SURVEYING DOCUMENT WAS PREPARED BY PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

LIC. NO. 11416
 DECEMBER 31, 1998

APPROVED BY DIRECTOR, COMMUNITY DEVELOPMENT, DONALD GROSS

DATE

CITY COUNCIL:

Thomas J. Hanks
APPROVED BY MAYOR, THOMAS J. HANAFAN

11-23-98

DATE

ATTESTED TO BY:

Cheryl Pantoney
CITY CLERK, ~~CHERYL PANTONEY~~ Cheryl Pantoney

11-23-98

DATE

Deputy

CERTIFICATE OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA

I, *Judy Ann Miller*, THE TREASURER OF POTTAWATTAMIE COUNTY, IOWA, HEREBY CERTIFY THAT THE PROPERTY INCLUDED IN FERNDALE PHASE 2 IS EXCLUDED FROM CERTIFIED TAXES AND CERTIFIED SPECIAL ASSESSMENTS.

Judy Ann Miller
TREASURER OF POTTAWATTAMIE COUNTY, JUDY ANN MILLER


DATE

11-24-98



COMPARED

SHEET 2 OF 2

EHRHART & GRIFFIN ASSOCIATES 	Project No.	FERNDAL PHASE 2
	961226	
	ENGINEERING	PLANNING
		LAND SURVEYING
3915 Cuming Street • Omaha, Nebraska 68131 • 402 / 551-0631		

98-26932

98-26932

COMPARED

HAVE
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AND

DEEDS: CITY SHALL HAVE THE RIGHT OF ACCESS TO THE EASEMENT AREAS AND HAVE OF EGRESS AND EGRESS REASONABLY NECESSARY FOR THE USE AND ENJOYMENT OF ENT AREAS AS HEREIN DESCRIBED.

AND REPLACEMENT: THE COST OF REMOVAL AND REPLACEMENT OF ANY UNAUTHORIZED AT OR STRUCTURES WITHIN THE EASEMENT AREAS, NECESSITATED BY THE EXERCISE OF UNDER THIS DEDICATION, SHALL BE BORNE BY THE SAID CORPORATION OR ITS S OR ASSIGNS.

RESTORATION: CITY'S LIABILITY TO RESTORE THE SURFACE WITHIN THE EASEMENT AREAS LIMITED ONLY TO GRADING AND SEEDING.

PAIR: CITY AGREES THAT ANY DRAIN TILE, DRIVE OR ACCESS WAY, FENCE, YARD OR OVEMENTS OUTSIDE OF THE EASEMENT AREAS WHICH MAY BE DAMAGED AS A RESULT RY MADE THROUGH AN EXERCISE OF THE CITY'S RIGHT OF ACCESS, SHALL BE REPAIRED NESTO THE SAID CORPORATION OR ITS SUCCESSORS OR ASSIGNS.

RUN WITH THE LAND: THESE EASEMENTS SHALL BE DEEMED TO RUN WITH THE LAND BE ENDING ON PARACORP, INC., OR ITS SUCCESSORS OR ASSIGNS.

WHEREOF WE DO HEREUNTO SET OUR HANDS,
DAY OF Nov 1998 A.D.

MANUEL
INC. AN IOWA CORPORATION, OWNER
PRESIDENT



EMENT TO DEDICATION

John
POTTAWATTAMIE

22 DAY OF Nov 1998,
THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY,
IN CASE.

UGGAN

NT OF PARACORP, INC. AN IOWA CORPORATION
Y KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE
ICATION, AND HE/SHE ACKNOWLEDGES THE EXECUTION THEREOF TO BE
UNLUNARY ACT AND DEED AS SUCH OFFICER, AND VOLUNTARY ACT AND
AND PARACORP, INC.

HAND AND NOTARIAL SEAL AT Southwest Butterfield.

Alkins
DATE 11-22-98

COMPARED

93-26352

COMPARED

APPROVED BY DIRECTOR, COMMUNITY

CITY COUNCIL:

Thomas P. ...
APPROVED BY MAYOR, THOMAS P. ...

ATTESTED TO BY:

Deputy
Charles ...
CITY CLERK, ~~CLERK~~ ...

CERTIFICATE OF TREASURER OF POTT

Paula Ann ...
IOWA, HEREBY CERTIFY THAT THE PR
FROM CERTIFIED TAXES AND CERTIFIED

TREASURER OF POTTAWATTAMIE COUN

EHRHART & GRIFFIN ASSOCIATES

Project No.	36122
ENGINEER	3915 Cluming

93-26351

RIGHT OF ACCESS. CITY SHALL HAVE THE RIGHT OF ACCESS TO THE EASEMENT AREAS AND HAVE ALL RIGHTS OF INGRESS AND EGRESS REASONABLY NECESSARY FOR THE USE AND ENJOYMENT OF THE EASEMENT AREAS AS HEREBY DESCRIBED.

REMOVAL AND REPLACEMENT: THE COST OF REMOVAL AND REPLACEMENT OF ANY UNAUTHORIZED IMPROVEMENT OR STRUCTURES WITHIN THE EASEMENT AREAS, NECESSITATED BY THE EXERCISE OF THE RIGHTS UNDER THIS DEDICATION, SHALL BE BORNE BY THE SAID CORPORATION OR ITS SUCCESSORS OR ASSIGNS.

SURFACE RESTORATION: CITY'S LIABILITY TO RESTORE THE SURFACE WITHIN THE EASEMENT AREAS SHALL BE LIMITED ONLY TO GRADING AND SEEDING.

DUTY TO REPAIR: CITY AGREES THAT ANY DRAIN TILE, DRIVE OR ACCESS WAY, FENCE, YARD OR OTHER IMPROVEMENTS OUTSIDE OF THE EASEMENT AREAS WHICH MAY BE DAMAGED AS A RESULT OF ANY ENTRY MADE THROUGH AN EXERCISE OF THE CITY'S RIGHT OF ACCESS, SHALL BE REPAIRED AT NO EXPENSE TO THE SAID CORPORATION OR ITS SUCCESSORS OR ASSIGNS.

EASEMENTS RUN WITH THE LAND: THESE EASEMENTS SHALL BE DEEMED TO RUN WITH THE LAND AND SHALL BE BINDING ON PARACORP, INC., OR ITS SUCCESSORS OR ASSIGNS.

IN WITNESS WHEREOF WE DO HEREBY SET OUR HANDS,

THIS 22 DAY OF July 1998 A.D.

Karen L Duggan
PARACORP, INC. AN IOWA CORPORATION, OWNER

PRESIDENT

ACKNOWLEDGEMENT TO DEDICATION

STATE OF Iowa

COUNTY OF Polk

ON THIS 22 DAY OF July 1998,
BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY,
PERSONALLY CAME,

KAREN L DUGGAN

AS PRESIDENT OF PARACORP, INC. AN IOWA CORPORATION
PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE
ABOVE DEDICATION, AND HE/SHE ACKNOWLEDGES THE EXECUTION THEREOF TO BE
HIS/HER VOLUNTARY ACT AND DEED AS SUCH OFFICER, AND VOLUNTARY ACT IN
DEED OF SAID PARACORP, INC.

WITNESS MY HAND AND NOTARIAL SEAL AT Dubuque, IOWA.

George W. Collins
NOTARY PUBLIC 11-22-98 DATE



COMPARED

99-26332

COMPARED

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CUMPAR

FERNDALE PHASE 2
LOTS 79 THROUGH 164 INCLUSIVE
A TRACT OF LAND LOCATED IN PART OF LOT 2 OF AN AUDITOR'S SUBDIVISION
THE NW 1/4, LOT 2 AND LOT 3 OF AN AUDITOR'S SUBDIVISION OF THE SE 1/4
AND PART OF LOT 1 AND PART OF LOT 2 OF AN AUDITOR'S SUBDIVISION OF
NW 1/4, ALL IN SECTION 33, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE
MERIDIAN, POTTAWATTAMIE COUNTY, IOWA

DEDICATION:

KNOW ALL PEOPLE OF THESE PRESENTS: THAT
PARACORP, INC., AN IOWA CORPORATION,

BEING THE SOLE OWNER AND PROPRIETOR OF THE LAND DESCRIBED IN THE LEGAL DESCRIPTION AND
EMBRACED WITHIN THIS PLAT, HAS CAUSED WITH OUR FREE CONSENT AND IN ACCORD WITH OUR
DESIRE, THE SAME TO BE SUBDIVIDED INTO LOTS AS SHOWN AND TO BE KNOWN AS
FERNDALE PHASE 2
CONSISTING OF LOTS 79 THROUGH 164 INCLUSIVE,

AND SAID CORPORATION DOES HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR
PROPERTY AS SHOWN ON THIS PLAT, AND THAT ALL STREETS, CIRCLES, AND AVENUES ARE
DEDICATED TO THE CITY OF COUNCIL BLUFFS, IOWA, FOR PUBLIC USE, SAID CORPORATION DOES
HEREBY DEDICATE TO THE CITY OF COUNCIL BLUFFS, IOWA, THE PERPETUAL 20 FOOT WIDE STORM
SEWER EASEMENT LYING IN LOTS 96 AND 97 AS SHOWN HEREON, THE PERPETUAL 20 FOOT WIDE
SANITARY SEWER EASEMENT LYING IN LOTS 94 AND 95 AS SHOWN HEREON, AND THE PERPETUAL
EASEMENTS DEPICTED ON THE CORNER OF LOTS 111, 114, 152 AND 164, ALL FOR THE PERPETUAL
AND MAINTENANCE OF STORM OR SANITARY SEWER CONDUITS AND APURTENANCES AND ANY
DRAINAGE SYSTEMS DEEMED NECESSARY BY THE CITY OF COUNCIL BLUFFS, THE DEDICATION OF THIS
EASEMENT GRANT SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

ERECTOR OF STRUCTURES PROHIBITED: PARACORP, INC., OR ITS SUCCESSORS OR ASSIGNS SHALL
NOT ERECT ANY STRUCTURE OVER OR WITHIN THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR
WRITTEN CONSENT OF THE CITY ENGINEER.

CHANGE OF GRADE PROHIBITED: PARACORP, INC., OR ITS SUCCESSORS OR ASSIGNS SHALL NOT
CHANGE THE GRADE ELEVATION, OR CONTOUR OF ANY PART OF THE EASEMENT AREA WITHOUT
OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.

RIGHT OF ACCESS: CITY SHALL HAVE THE RIGHT OF ACCESS TO THE EASEMENT AREAS AND HAVE
ALL RIGHTS OF INGRESS AND EGRESS REASONABLY NECESSARY FOR THE USE AND ENJOYMENT OF
THE EASEMENT AREAS AS HERIN DESCRIBED.

REMOVAL AND REPLACEMENT: THE COST OF REMOVAL AND REPLACEMENT OF ANY UNAUTHORIZED
IMPROVEMENT OR STRUCTURES WITHIN THE EASEMENT AREAS, NECESSITATED BY THE EXERCISE OF
THE RIGHTS UNDER THIS DEDICATION, SHALL BE BORNE BY THE SAID CORPORATION OR ITS
SUCCESSORS OR ASSIGNS.

29991

FERRDALE PHASE 2

LOTS 79 THROUGH 164 INCLUSIVE

LOCATED IN PART OF LOT 2 OF AN AUDITOR'S SUBDIVISION OF THE NE 1/4 OF
LOT 2 AND LOT 3 OF AN AUDITOR'S SUBDIVISION OF THE SE 1/4 OF THE NW 1/4,
LOT 1 AND PART OF LOT 2 OF AN AUDITOR'S SUBDIVISION OF THE SW 1/4 OF THE
IN SECTION 33, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL
MERIDIAN, POTTAWATTAMIE COUNTY, IOWA

WE HEREBY CERTIFY THE FOLLOWING DOCUMENTS WILL BE RECORDED WITH THE
POTTAWATTAMIE COUNTY RECORDER CONTEMPORANEOUS WITH THE FINAL PLAT:

- A. ALL PRIVATE RESTRICTIONS AND/OR COVENANTS, IF ANY, WHICH WILL BE A PART OF THE SUBJECT DEVELOPMENT.
- B. STATEMENT OF MORTGAGE HOLDER, IF ANY, THAT THE PLAT IS PREPARED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE MORTGAGE HOLDER, AND ISSUED A PARTIAL RELEASE FOR ALL AREAS CONVEYED TO THE GOVERNING BODY OR DEDICATED TO THE PUBLIC.
- D. CERTIFIED RESOLUTION OF EACH GOVERNING BODY AS REQUIRED BY IOWA CODE SEC. 354.8
- C. TITLE OPINION LETTER OF ATTORNEY.

WE HEREBY CERTIFY THAT WE WILL MEET ALL EQUAL OPPORTUNITY AND FAIR MEETING OBJECTIVES CONSISTENT WITH FEDERAL, STATE AND LOCAL GUIDELINES.

Karen Duggan, President
KAREN L. DUGGAN
DATE 11/22/98

Donald Gross
COMMUNITY DEVELOPMENT
APPROVED BY DIRECTOR, COMMUNITY DEVELOPMENT, DONALD GROSS
DATE 11-23-98

Thomas P. Hanafan
CITY COUNCIL:
APPROVED BY MAYOR, THOMAS P. HANAFAN
DATE 11-23-98

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STATEMENT OF MORTGAGE HOLDER
Regarding Ferndale Phase II

STATE OF IOWA

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(ss)
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This statement is made pursuant to Iowa Code § 354.11(2), by
Thomas D. Whitson and Cary B. Woods
dated this 23rd day of November, 1998, for Peoples National Bank,

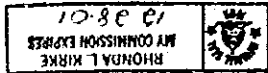
Peoples National Bank, is the holder of a Mortgage dated August 7, 1998,
and filed August 20, 1998, in Book 98, Page 9512 of the records of the Pottawattamie
County Recorder's office secured by the following described property, to-wit:

A TRACT OF LAND LOCATED IN PART OF LOT 2 OF AN AUDITOR'S SUBDIVISION OF THE NW¼ OF
THE NW¼, LOT 2 AND LOT 3 OF AN AUDITOR'S SUBDIVISION OF THE SW¼ OF THE NW¼,
AND PART OF LOT 1 AND PART OF LOT 2 OF AN AUDITOR'S SUBDIVISION OF THE NW¼ OF THE NW¼,
ALL IN SECTION 33, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN,
POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 33; THENCE NORTH 89°35'51"
WEST ALONG THE SOUTH LINE OF THE NW¼ OF SAID SECTION 33, A DISTANCE
OF 921.27 FEET TO THE MOST EASTERLY CORNER OF GREENMEADOWS
SUBDIVISION BEING THE POINT OF BEGINNING; THENCE NORTH 46°28'38" WEST
ALONG THE NORTHEASTERLY LINE OF SAID GREENMEADOWS SUBDIVISION, A
DISTANCE OF 1234.16 FEET TO A POINT ON THE SOUTH BOUNDARY OF
FERDALE PHASE I, A SUBDIVISION; THENCE NORTHEASTERLY AND NORTHERLY
ALONG THE SOUTH AND EAST BOUNDARY OF SAID FERDALE PHASE I, THE
FOLLOWING DIRECTIONS AND DISTANCES; THENCE NORTH 35°12'54" EAST, 171.56
FEET; THENCE NORTH 81°33'44" EAST, 150.41 FEET; THENCE NORTH 47°54'24"
EAST, 85.00 FEET; N 51°24'58" EAST, 198.52 FEET; THENCE NORTH 160°15'54"
EAST, 86.71 FEET; THENCE NORTH 70°22'48" EAST, 78.00 FEET; THENCE NORTH
03°23'44" EAST, 156.07 FEET; THENCE NORTH 00°00'00" EAST, 414.00 FEET;
THENCE NORTH 32°03'26" EAST, 44.52 FEET; THENCE NORTH 32°08'52" WEST,
103.58 FEET; THENCE NORTH 12°50'47" EAST, 121.66 FEET TO A POINT ON THE
NORTH LINE OF PART OF LOT 2, AUDITOR'S SUBDIVISION OF THE NW¼ OF SAID
FERDALE PHASE I, SOUTH 67°56'35" EAST ALONG THE NORTH LINE OF SAID
PART OF LOT 2 AND AN EASTERLY PROJECTION THEREOF, A DISTANCE OF 954.86
FEET; THENCE SOUTH 23°40'48" WEST, A DISTANCE OF 300.88 FEET TO A POINT
ON THE NORTH LINE OF THE SW¼ OF SAID SECTION 33; THENCE
NORTH 89°47'33" WEST ALONG THE SAID NORTH LINE OF THE SW¼ OF THE NW¼,
A DISTANCE OF 377.02 FEET TO THE NORTHWEST CORNER OF WILWOOD 2ND
ADDITION, A SUBDIVISION; THENCE SOUTH 00°07'08" WEST ALONG THE WEST
LINE OF SAID WILWOOD 2ND ADDITION, A DISTANCE OF 1329.64 FEET TO THE
POINT OF BEGINNING, THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 25.12
ACRES, MORE OR LESS.

99-26956

99-26957



DUPM1781PMBOR-HL8TK6NH20-9-2008

Notary Public

Rhonda L. Kirk

On this 23rd day of November, 1998, before me, a notary public in and for said county, personally appeared Thomas D. Whitson and Gary D. Woods to me personally known, who being by me duly (sworn or affirmed) did say that they are the Chairman, President & CEO and Vice President of said corporation, that the seal affixed to said instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors and the said Thomas D. Whitson and Gary D. Woods acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

By *Thomas D. Whitson*
his Vice President
By *Gary D. Woods*
his Chairman, President & CEO

PEOPLES NATIONAL BANK

2. The plat for Fendate Subdivision, Phase II regarding the above-described real estate has been prepared with our free consent and in accordance with our desire.
3. The undersigned mortgage holder grants a partial release of the above-described mortgage as to those portions of the above-described platted real estate that are conveyed to the governing body or dedicated to the public.

CEP

POINT ON THE NORTH LINE OF THE SEK OF THE NWK OR SAID SECTION 33; THENCE NORTH 89°47'33" WEST ALONG THE SAID NORTH LINE OF THE SEK OF THE NWK, A DISTANCE OF 377.02 FEET TO THE NORTHWEST CORNER OF WILWOOD 2ND ADDITION, A SUBDIVISION; THENCE SOUTH 00°07'06" WEST ALONG THE WEST LINE OF SAID WILWOOD 2ND ADDITION, A DISTANCE OF 1329.64 FEET TO THE POINT OF BEGINNING, THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 25.12 ACRES, MORE OR LESS.

The Abstract in one (1) part contains entries numbered 1-20 both inclusive, was certified through November 24, 1998 at 2:00 p.m., last certified by Abstract Guaranty Company, Title Guaranty Division #8146.

TITLE

We find marketable title, subject to the exceptions described below, to be in Paracorp, Inc., an Iowa corporation, pursuant to a Warranty Deed dated and filed August 12, 1998, in Book 99, Page 8243 as disclosed at Entry #76, supplemented by a corrective Warranty Deed dated November 20, 1998, filed November 23, 1998, as instrument number 9431 as disclosed at Entry #84.

EXCEPTIONS

1. Entry # 80 discloses a Mortgage in the amount of \$545,350.00, granted by Paracorp, Inc., an Iowa corporation, to Peoples National Bank, dated August 7th, 1998, and filed August 20, 1998, in Book 99, Page 9512, regarding the property under examination and other real estate. A consent of mortgage holder has been reviewed by this examiner and will be filed with the plat.

2. Entry #43 discloses Council Bluffs City Resolution No. 94-288 adopted and approved November 14, 1994 and filed November 18, 1994 in Book 95, Page 12583, pursuant to which the property under examination and other land was annexed into the City of Council Bluffs, Iowa.

3. Entry #45 discloses Council Bluffs City Ordinance No. 95-213 adopted and approved September 25, 1995 and filed October 17, 1995 in Book 96, Page 10706 be known as Ferndale Real Estate Improvement District regarding the property under examination and other property.

4. Entry # 82 discloses proceedings in the matter of Ferndale Real Estate District vs. Ferndale L.C., Law No. 75102 dated April 25, 1998 with judgment entered May 6, 1998, in which the court approves the action of the Board of Trustees of Ferndale Real Estate Improvement District in settling the assessments and valuations for Ferndale Subdivision - Phase II. Each lot shall have a special assessment levied

99-26959

Download

against it. Femdale L.C. was the title holder to the real estate under examination on the date of entry of the judgment.

Entries #55 through 57 disclose proceedings in the matter of Femdale Real Estate Improvement District, Plaintiff, vs. Femdale, L.C. and Iowa Limited Company, Defendant, Case #70983, in the Iowa District Court in and for Portawattamie County, with the decree shown at entry #57 dated and filed July 29, 1996. The court in the decree approves the acts of Femdale Real Estate Improvement District in the adoption of a resolution of necessity pursuant to Chapter 358C of the Iowa Code regarding the construction of public improvements within the district and the levy of special assessments against the property within the district to pay for said public improvements. The assessments as set forth in that petition were confirmed as being in compliance with Chapters 384 and 358C of the Iowa Code and were confirmed as such.

5. Entry #65 discloses an easement agreement with Council Bluffs Water Works dated May 8, 1998, in Book 98, Page 48575, pursuant to which the Council Bluffs Water Works is granted a permanent non-exclusive easement fifty (50) feet in width to construct, inspect, maintain, repair, replace, and operate or remove underground pipe lines and/or mains for the purpose of conveying water, and other rights as more fully described therein.

6. Entry #66 discloses Zoning Ordinance No. 3967, ORDINANCE NUMBER 5323 passed and approved March 6, 1972, and filed March 23, 1972, in Book 72, Page 3769. This ordinance was amended to change Ordinance No. 3967 to No. 3968, by amendment recorded in Book 72 at Page 4446. Entry #66 also discloses Ordinances 4948 (Lot definition), 5216 (RB-Single Family Residential Estates) and 5217 (Residential Estate Subdivisions) and changes in the municipal code filed October 24, 1994, in Book 95, Page 10094 (re-recorded 23 November 1994, in Book 95, Page 13011) changing Chapter 15.17 "PC/Planned Commercial District", Book 95, Page 10102 (re-recorded 23 November, 1994, in Book 95, Page 13017) by adding Chapter 15.34 "A-3/Riverboat Docking District" affecting Zoning; and Book 95, Page 10106 (re-recorded 23 November, 1994 in Book 95, Page 13021) adding Chapter 15.33, 135, "A-3/Riverboat Docking District" affecting signs. You are referred to the original ordinances and changes in the municipal code for further particulars.

7. Entry #67 discloses City of Council Bluffs Ordinance No. 4589, passed and approved April 9, 1984, filed April 13, 1984, in Book 84, Page 18582, which amends the Municipal Code Chapter 1413 regarding subdivision of lots within two miles of the corporate limits of the city. You are referred to the ordinance for further particulars.

8. Entry #68 discloses Ordinance No. 4942 amending the setback requirements for C-2 and C-3 commercial districts (Sections 15.15, 070 and 15.16, 060

99-26960

November 24, 1998

of the Municipal Code of Council Bluffs, Iowa). This ordinance was passed and approved March 26, 1990. You are referred to the record for further particulars.

9. Entry #69 discloses Ordinance No. 5264 filed in the office of the County Recorder, Pottawattamie County, Iowa, May 29, 1996, and recorded in Book 96, Page 35300 regarding the 1995 Municipal Code of Council Bluffs, Iowa amending various chapters. This ordinance includes length and detailed provisions regarding, but not limited to, zoning, accessory uses, home occupations, fences, walls and hedges, lighting controls, etc. Since this ordinance affects the property under examination, you are referred to the record for further particulars.

10. Entry #70 discloses Ordinance No. 5333 filed September 4, 1999, in Book 98, Page 9649 regarding site development regulations and new fence regulations. This ordinance affects the property under examination, you are referred to the record for further particulars.

11. Entry #72 discloses the following:

IT IS NO LONGER POSSIBLE FOR THIS COMPANY TO CERTIFY TO SPECIAL ASSESSMENTS AND/OR UNPAID FEES FOR SERVICES FOR SEWER SYSTEMS, STORM WATER DRAINAGE SYSTEMS, SWAGE TREATMENT, SOLID WASTE COLLECTION, WATER, AND SOLID WASTE DISPOSAL, WHICH HAVE BEEN CERTIFIED TO THE COUNTY TREASURER FOR COLLECTION UNLESS THESE CHARGES HAVE BEEN ENTERED ON THE TAX BOOKS. WE WILL CONTINUE TO SHOW ALL THOSE WHICH ARE ON THE TAX BOOKS.

12. Entry #73 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."

13. Entry #75 of the Abstract discloses that no search has been made for Bankruptcies filed subsequent to October 1, 1979. Your attention is directed to the Bankruptcy Clerk of the Federal Court in Des Moines, Iowa, where said matters are now filed of record.

99-26961

99-26962

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.

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.

If any such easements exist, you should make inquiry to determine the nature and extent of the claimed easement right.

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

If any person is in possession other than the titleholders named in this opinion, this determination could only be made by survey.

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.

CAUTIONARY INSTRUCTIONS

Paracorp, Inc.

Ten years last past:-

15. Entry # 86 discloses a lien search including liens in district and federal courts of Pottawattamie County as to the following persons, ONLY:-

P-001035000005141
P-001035000005140
P-001035000005138

GENERAL TAXES for the year 1997 and prior years, paid.

14. Entry # 85 discloses that the:

November 24, 1998

Page 5

COMPANIES

99-26963

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.

b) Make a visual inspection and/or conduct professional testing to confirm the real estate is free of environmental hazards and contamination.

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

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:

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.

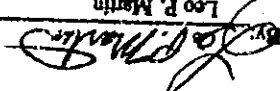
You are charged with notice that the use of any real estate located in the State of Iowa may be subject to restrictions relating to *Flood Plain Zoning*; these restrictions on use are administered by the Iowa Department of Natural Resources in conjunction with local and federal authorities. In the event 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*.

99-26964

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LPM:pmh

By: Leo P. Martin



PETERS LAW FIRM, P.C.

Sincerely,

If you have any questions, please contact me.

The Abstract is retained pending further instructions.

COMPLETED

99-26965



Deputy Clerk of the City of Council Bluffs, Iowa
Abigail J. Lintner

24th day of November A.D. 19 98

Witness my hand and seal of Council Bluffs, Iowa, this

as the same appears of record in this office.

herby certifies that: Resolution No. 98-276 of its true and correct copy.

The undersigned, Clerk of the City of Council Bluffs, Iowa,

Pottawattamie County,

STATE OF IOWA,

} ss.

=====
COMPAID
CERTIFICATE AND RECEIPT

4-A

99-26266

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

1. Prior to executing the final plat, all required public improvements shall be installed at developer's expense and accepted by the city, or the city shall be in receipt of a performance guarantee in an amount determined by the Public Works Department to be sufficient to complete all required public improvements not yet completed and/or certified and accepted by the Public Works Department.
2. Prior to executing the final plat, all technical corrections required by the Community Development and/or Public Works Departments shall be incorporated into the final plat document.
3. The developer shall provide the city with two sets of as-built construction drawings and a two-year maintenance bond, upon acceptance of all required improvements.
4. Sidewalks shall be installed, at no expense to the city, along the street frontage of each lot, including the cut-de-sacs, prior to issuance of a Certificate of Occupancy for each residence.

WHEREAS, the Community Development Department recommends approval of the final plat for a subdivision to be known as Ferndale Phase 2, as shown on Attachment "A", subject to the following conditions:

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

WHEREAS, the preliminary plan for the entire subdivision was approved on November 4, 1994, by City Council Resolution No. 94-287, since final plat approval for phase 2 was not requested within the required time limits imposed by the subdivision ordinance, the City Council granted preliminary plan approval for phase 2 on February 23, 1998, by Resolution No. 98-54; and

WHEREAS, the proposed subdivision is consistent with the 1994 Comprehensive Plan and the purpose and intent of the zoning and subdivision ordinances; and

WHEREAS, ParcCorp, Inc. has requested final plat approval for Ferndale Phase 2; and

A RESOLUTION granting final plat approval for a subdivision to be known as Ferndale Phase 2, located east of Interstate 80 and south of McPherson Avenue.

RESOLUTION NO. 98-276

FORWARDED BY
CITY OF COUNCIL BLUFFS LEGAL DEPARTMENT, 209 WEST STREET, COUNCIL BLUFFS, IA 51501
CITY CLERK, 209 WEST STREET, COUNCIL BLUFFS, IA 51501

COMPLETED

99-26967

Planning Case #SUB-98-011

Cheryl Puntenev Deputy City Clerk

Attest:

THOMAS P. HANAFAN Mayor

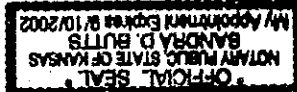
ADOPTED
AND
APPROVED
November 23, 1998

That the Mayor and City Clerk are authorized and directed to endorse the final plat.

BE IT FURTHER RESOLVED

That final plat for Ferndale Phase 2 is hereby approved; and

99-26968



Sandra D. Butts
Notary Public

On this 15th day of November, 1998, before me, a notary public in and for said county, personally appeared Karen L. Duggan, to me personally known, who being by me duly sworn or affirmed) did say that she is the president of said company, that no seal has been procured by the said company, and that said instrument was signed on behalf of the said company by authority of its Board of Directors and the said Karen L. Duggan acknowledged the execution of said instrument to be the voluntary act and deed of said company by it voluntarily executed.

By: *Karen L. Duggan, President*
Karen L. Duggan, President

Date *11/18/98*

Paracorp, Inc., an Iowa corporation

I hereby certify that we will meet all equal opportunity and fair marketing requirements consistent with federal, state, and local guidelines.

A. Declaration of Restrictions for Ferdale Subdivision Phase II

II
I hereby certify that the following document will be recorded with the Potawatomie County Recorder contemporaneous with the filing of the final plat of Ferdale Subdivision Phase II

STATE OF *Kansas*
COUNTY OF *Johnson*
)
) ss.
)

CERTIFICATE REGARDING DECLARATION OF RESTRICTIONS
FOR FERDALE SUBDIVISION PHASE II

DECLARATION OF RESTRICTIONS FOR FERNDALE SUBDIVISION PHASE II

This Declaration is made this 18th day of November, 1998, by Paracorp, Inc., an Iowa corporation, by and through its undersigned officer, hereinafter called "Developer."

ARTICLE I

STATEMENT OF INTENT

Developer owns the real estate commonly known as Ferndale Subdivision Phase II in Pottawattamie County, Iowa, as more specifically identified in the Addendum to this Declaration. Developer desires to provide for the preservation of values in the development of said facilities, and, therefore, desires to subject said real estate to covenants, restrictions, easements, charges, and liens hereinafter set forth which are for the benefit of said property.

THEREFORE, the Developer hereby declares that the subject real estate known as Ferndale Subdivision Phase II shall be held, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth, which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof.

Developer further declares that this Declaration of Restrictions for Ferndale Subdivision, Phase II shall apply to the subject real estate only and shall not extend to other additional real estate.

ARTICLE II

**FERNDALE REAL ESTATE IMPROVEMENT DISTRICT,
POTTAWATTAMIE COUNTY, IOWA**

Section 1. All Properties Contained in District. All Properties contained within the Ferndale Subdivision Phase II are part of the Ferndale Real Estate Improvement District ("District") formed pursuant to Chapter 358C of the Iowa Code ("Code"). The District is a body corporate and political with the authority to exercise all powers conferred upon the District by Chapter 358C and other applicable laws.

Section 2. Special Assessments. The District has the power and authority under Chapter 358C to levy and assess special assessments on property within the District to pay for the costs of public improvements within the District. At or near the time of the filing of the final plat for Ferndale Subdivision Phase II, the District levied and assessed certain costs of the public improvements against the Lots within the District.

ANYONE INTERESTED IN PURCHASING A LOT OR A RESIDENCE IN THE DISTRICT MUST VERIFY THE TOTAL AMOUNT OF SPECIAL ASSESSMENTS LEVIED AGAINST SUCH LOT. SPECIAL ASSESSMENTS ARE PAYABLE AS PROVIDED BY IOWA LAW, INCLUDING WITHOUT LIMITATION, CHAPTERS 358C AND 384 OF THE CODE.

Section 3. Taxes. The District has limited authority to tax the owners of Lots in the District as provided under Iowa law, including without limitation, Chapter 358C.

ARTICLE III

DEFINITIONS

For the purpose of these Restrictions, the following words shall be defined as follows:

(1) "The Properties" shall mean and refer to all such existing properties as are subject to this Declaration and all Common Areas, in the residential community known as Fendale Subdivision Phase II.

(2) "Lot" shall mean and refer to any separately-owned parcel as may be shown by any recorded subdivision plat of the Properties including all "Single Family Lots" and all "Townhome Lots". Where the context indicates or requires, the term "Lot" includes any structure on the Lot.

(3) "Single Family Lot" shall mean and refer to any separately-owned parcel as may be shown by a recorded subdivision plat of the Properties except it shall not include any "Townhome Lot." Lot numbers of lots classified as a "Single Family Lot" shall include Lots 92 through 164, both inclusive, as shown by the recorded subdivision plat for the properties in Fendale Subdivision Phase II.

(4) "Townhome Lot" shall mean and refer to Lots 79 through 91, both inclusive, on the recorded subdivision plat for the Properties in Fendale Subdivision Phase II.

(5) "Residence" shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.

(6) "Lotowner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation, unless such person or entity has acquired title pursuant to foreclosure or upon proceeding instead of foreclosure. Lotowner shall include Developer.

(7) "Developer" shall mean and refer to Paracorp, Inc., an Iowa corporation, its successors and assigns.

98-26970

Section 2. Setback Lines. No part of any residence, except as hereinafter provided, may be erected or maintained on any of the Lots nearer to the front street than twenty-five (25) feet. Townhome Lots developed for duplex purposes as described in section one of this article shall have no side setback requirement on the common wall side of the jointly developed Townhome Lots. Provided, however, that Developer shall have and does hereby reserve the right with the consent in writing of the record owner of the fee simple title to any such Lot, to change any building line on any such Lot or Lots, without the necessity of obtaining consent from the record owner or owners of other Lots in the Subdivision, so long as the change conforms to such front, rear and side setback lines as are contained in the Zoning Ordinance for the City of Council Bluffs, Iowa as the same is now enforced or may hereafter be amended.

Section 1. Use of Land. None of the Single Family Lots may be improved, used or occupied for other than single family private residential purposes, and no duplex, flat or apartment house, although intended for residential purposes, may be erected thereon. All Townhome Lots may be used or occupied as a duplex intended exclusively for residential purposes, provided that if a duplex is to be developed on a Townhome Lot, two (2) adjoining lots must be developed together with one (1) residential unit portion of the duplex located on each Townhome Lot. The common wall between the two (2) residential units in the duplex located upon the property line between the two (2) jointly developed Townhome Lots, Townhome Lots that are not developed for duplex purposes shall be improved, used and occupied as Single Family private residences. No residential building which has previously been at another location shall be moved onto any Lot. No trailer, outbuilding or exterior structure erected on any Lot shall at any time be used for human habitation, temporarily or permanently, nor shall any residence of temporary character be erected on any of such Lots or used for human habitation; provided, however, that nothing herein shall prevent the Developer from creating temporary buildings and using such temporary buildings or any residence for model, office, sales or storage purposes during the development of the Properties.

USE RESTRICTIONS

ARTICLE IV

- (8) "From Property Line" shall mean the property line of any Lot abutting the right-of-way of any street.
- (9) "Outbuilding" shall mean an enclosed, covered structure not directly attached to the Residence to which it is appurtenant.
- (10) "Exterior Structure" means any structure erected or maintained on a Lot other than the main residential structure or any structural component thereof, including but not limited to any deck, gazebo, greenhouse, doghouse or other animal shelter or run, outbuilding, fence, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, basketball goal, swing set, trampoline, sand box, playhouse, treehouse, or other recreational or play structure.

RECEIVED

c. Architectural Control in the Properties, including the power of approval as set forth in subsections (a) and (b) of this Section 4, shall be solely the function of Developer. Developer may, at his option, delegate all or any part of the function of architectural control to his designee. If such delegation is made, architectural control shall be the function and obligation of the Developer's designee, and it may not be delegated to a separate architectural control committee or other similar group. Any such delegation by Developer of all or part of his architectural control function shall not be effective unless done in writing and signed by a person authorized to act on behalf of Developer.

h. Following the completion of construction of any Residence or Exterior Structure, no exterior colors or landscaping thereof or with respect thereto shall be changed and no exterior additions or alterations to any structure shall be made unless and until the changes have been submitted to and approved in writing by the Developer or in the case of delegation of such approval power by Developer as provided herein. All replacement of all or any portion of a structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same material as the original structure unless the changes have been submitted to and approved in writing by the Developer or in the case of delegation of such approval power by Developer as provided herein.

a. No Residence or Exterior Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, exterior color scheme, materials, location, elevation, grade and landscaping thereof and the name of the licensed general contractor have been submitted to and approved in writing by the Developer or, in the case of delegation of such approval power by Developer as provided herein. Nor shall any change or alteration in such building plans, specifications, exterior color scheme, materials, location, elevation, grade and landscaping thereof or the licensed general contractor be made until such change or alterations has been submitted to and approved in writing by the Developer.

Section 4. Approval of Plans, General Contractors and Post-Construction Changes.

Section 3. Dwelling Size. Any Residence one story in height erected on any of said Lots shall contain a minimum of 900 square feet of enclosed floor area. Any Residence more than one story in height erected on any of said Lots shall contain a minimum of six hundred and fifty (650) feet of enclosed floor on the first floor and a minimum of one thousand two hundred (1,200) square feet of enclosed floor area in the entire Residence. The words "enclosed floor area" as used in this Section 3 shall include in all cases areas on the first and second floor of the residence enclosed and furnished for all-year occupancy computed on outside measurement of the Residence, and shall not include any area in any basement, garage, porch or attic finished or unfinished. No Residence erected on any of said Lots shall be more than two stories in height, unless consented to in writing by Developer. Developer shall have and hereby reserves the right to reduce the floor area requirement set forth above, provided the total reduction for any one Residence may not exceed twenty (20) percent of such minimum floor area requirements for such Residence.

landscaping and other aesthetic aspects of such projections so as to reasonably control the impact design shall have the right to establish rules and regulations regarding the location, size, other provision of the United States Constitution, or for any other reason, the Developer or its jurisdiction to be unenforceable because it violates the First Amendment or any

part or all of the restriction set forth in the preceding sentence be held by a court of competent jurisdiction shall be attached to the exterior of any residence or erected in any yard. Should any panel, windmill, wind-driven electrical generating system, sun energy system, or other unsightly

d. No television, radio, citizens' band, satellite dish, short wave or other antenna, solar panel, windmill, wind-driven electrical generating system, sun energy system, or other unsightly

recreational vehicles, boats, trucks, or commercial vehicles or any similar apparatus shall be parked, maintained or stored on any Lot or in any Common Area or on the street for more than a 24 hour period.

c. No vehicles including, but not limited to trailers, buses, campers, motor homes, recreational vehicles, boats, trucks, or commercial vehicles or any similar apparatus shall be parked, maintained or stored on any Lot or in any Common Area or on the street for more than

of this and any adjacent property owned by Developer. maintain such materials and equipment as it deems reasonably necessary to further development maintained in good condition and repair at all times. Developer retains the right to keep and a neat, clean and orderly fashion. All Residences and Exterior Structures shall be kept and automobile or other equipment of any kind. Each Lotowner shall properly maintain their Lot in annoyance or a nuisance to the neighborhood, including but not limited to mechanical work on Area, or be permitted to accumulate or remain on any Lot except such compost facilities as may shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common

b. No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area, or be permitted to accumulate or remain on any Lot except such compost facilities as may

business. Lotowner from maintaining an office area in their residence which is not their principal place of

a. Except as otherwise provided in Article IV, Section 1 above, a Residence or Exterior Structure shall not be placed, erected or used for business, professional, trade or commercial purposes on any Lot, provided, however that this restriction shall not prevent a

Miscellaneous:

Section 6. Building or Uses Other Than For Residential Purposes: Noxious Activities:

three (3) months. for other damages, no building shall be permitted to remain in damaged condition longer than for longer than five months after commencement of construction. In the event of fire, windstorm, paint or stain. No building shall be permitted to stand with its exterior in an unfinished condition Exterior, except roofs and shake sidewalls, shall be covered with no less than two coats of good covered with wood shingles, wood shakes, composition shingles, asphalt shingles, slate or tile. Windows, doors and louvers shall be of wood, fiberglass or metal and glass. Roofs shall be siding, wood paneling, glass blocks, vinyl siding, steel siding, or any combination thereof. appurtenances thereto shall be made of steel, vinyl, brick, stone, stucco, wood shingles, wood Section 5. Building Material Requirements. Exterior walls of all buildings, structures and

upon all of the Lots. No lights or other illumination shall be higher than the residence.

e. No speakers, horn, whistle, siren, bell or other sound device, except intercoms and those used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any residence or in any yard.

f. All public utilities shall be underground.

g. In the event of vandalism, fire, windstorm or other damages, no residence or exterior structure shall be permitted to remain in damaged condition for longer than three months.

h. No exterior Christmas lights and/or decorations may be erected or maintained on any of the Lots hereby restricted, except during a sixty (60) day period beginning November 15th of each calendar year.

i. Dogs shall be confined to their owners' Lot. No dogs shall be allowed to run at large in the Common Area hereby restricted.

j. No greenhouses may be constructed or maintained on any of the Lots hereby restricted, without prior consent in writing by Developer.

k. No air conditioning apparatus or unsightly projections shall be attached or affixed to the front of any residence.

l. No bright light (Mercury Vapor or Sodium) shall be placed on the exterior of any structure or constructed separately without the written consent of Developer.

Section 7. Exterior Structures.

a. No Exterior Structure including but not limited to any outbuildings shall be erected upon, moved onto or maintained upon any Lot except (i) with and pursuant to the advance written approval of the Developer or its designee, and (ii) in compliance with the additional specific restrictions set forth in subsection (b) through (e) of this Section 7; provided, however, that the approval of the Developer or its designee shall not be required for any deck, gazebo or similar Exterior Structure that has been specifically approved by the Developer and has been built in accordance with such approved plans.

b. All basketball goals shall be free-standing and not attached to the residence unless the Developer or its designee determines that there are compelling reasons for the goal to be attached to the residence. All basketball goals shall be consistent with the standard designs and materials to be selected by the Developer or its designee. All backboards shall be clear or white and made of fiberglass, plastic or other approved materials. All polls shall be an earthtone color and one-piece construction. There shall be no more than two basketball goals per Lot. The

- location of each goal shall be approved by Developer. The Developer or its designee shall have the right to establish reasonable rules regarding the hours of the use of basketball goals and any such rules shall be binding upon all of the Lots.
- c. All recreational or play structures (other than basketball goals) shall be located behind the back building line of the residence.
- d. No above-ground swimming pools shall be permitted. All pools and hot tubs shall be fenced. All pools and hot tubs shall be clean and maintained in operable condition.
- e. All residential fences and privacy screen (other than those installed by Developer) shall be consistent with the standard designs, heights and materials to be selected by the Developer or its designees. All fences shall be constructed with the finished side out. Fences or privacy screens shall not be made of metal other than wrought iron, or chain link fence of a maximum height of 48 inches. All fences or privacy screens shall start at a point no more than three (3) feet in front of the back building line of the house and then extended from that point to the back of the Lot. All fences must be maintained and kept up on a regular basis.
- Section 8. **Animals.** No animal of any kind shall be raised, bred or kept on any Lot except that dogs or cats that are household pets may be kept, as long as they are in compliance with the City of Council Bluffs, Iowa, Zoning Ordinance of Pottawattamie County, Iowa, as the same is now enforced or may hereafter be amended.
- Section 9. **Driveways.** All driveways must be improved with hard surface, consisting of a minimum of four (4) inches of reinforced concrete or other materials approved in writing by the Developer.
- Section 10. **Signs.** No sign, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any said Lots without the consent, in writing, of Developer; provided, however, that permission is hereby granted for erection and maintenance of not more than one advertising board on each Lot or tract as sold and may be used for the sole and exclusive purpose of advertising for sale or lease the Lot or tract upon which it is erected.
- Section 11. **Landscaping and Lawns.** Prior to occupancy, and in all events within five months after commencement of construction, all front and back lawns, including, all areas between each Residence and any adjacent streets, regardless of the distance and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully seeded at least one time thereafter; provided, however, that a Lotowner may leave a portion of the Lot as a neutral area with the express written permission of the Developer. All vegetable gardens shall be located in the backyard. The Owner of each Lot shall keep the lawn uniformly mowed and clipped with a length of grass not to exceed four inches and shall properly maintain and replace all trees and landscaping. Noxious weeds and plants shall be kept seasonably mowed and dead or unsightly growth shall be removed from all improved Lots. All fence lines will be kept clean of weeds and brush.

Section 12. Easements for Public Utilities; Drainage; Maintenance. The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give or grant right-of-ways or easements and right-of-way shown on the recorded plat of the Properties or any Common Area. All utility easements and right-of-way shall inure to the benefit of all utility companies, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of all lotowners in the Properties as a cross-easement for utility line or service maintenance.

ARTICLE V

ADDITIONAL TOWNHOME LOT PROVISIONS

Section 1. Voluntary Association. The Declaration of Restrictions for Ferndale Phase I First Replat provided for the formation of a homeowner's association for the owners of Townhome Lots in that subdivision. The developer of Ferndale Subdivision Phase II will not establish a separate homeowners' association for this subdivision. If the owners of Townhome Lots in Ferndale Subdivision Phase II seek to join the homeowners' association for Ferndale Phase I First Replat, and if the homeowners' association for the owners in Lots in Ferndale Phase I First Replat consent, then the homeowners of Townhome Lots in this subdivision may join the homeowners' association for Ferndale Phase I First Replat. Owners of Townhome Lots in Ferndale Subdivision Phase II shall be authorized to petition to join the homeowners association for Ferndale Phase I First Replat, regardless of whether the Lot was developed as a townhome or as a single family residence.

Section 2. Declaration of Restrictions Regarding Homeowners' Subdivision. The Declaration of Restrictions for Ferndale Phase I First Replat are recorded in Book 98, Pages 38543 through 38555 of the records of the Potawatamie Recorder's office. The portion of the Declaration of Restrictions for Ferndale Phase I First Replat regarding membership and voting rights in the association and voting rights of the Townhome Lot owners is Article V of said restrictions which is set forth in Book 98, Pages 38551 through 38552.

Section 3. Voluntary Submission to Declaration of Restrictions. Owners of Townhome Lots in Ferndale Subdivision Phase II whether developed as duplex Townhomes or as Single Family residences who voluntarily petition to be admitted to the homeowners' association established by the Declaration of Restrictions for Ferndale Subdivision Phase I First Replat shall, if accepted by said homeowners' association, become subject to the Declaration of Restrictions regarding membership and voting rights in said association set forth in Book 98, Pages 38551-38552 of the records of the Potawatamie Recorder's office. It shall be the responsibility of the owner or owners of a Lot that is voluntarily associated with the homeowners' association for Ferndale Subdivision Phase I First Replat to record with the Potawatamie Recorder's office a document acknowledging that the owner voluntarily consents to the

ARTICLE VI

GENERAL PROVISIONS

Section 1. Property Subject to This Declaration. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration as of the Date of this Declaration is that property more specifically identified in the addendum to this Declaration.

Section 2. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer, or its successors and assigns, or by the Lotowner of any real estate subject to the Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years, unless an instrument signed by the Lotowners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless written notice of the proposed Agreement is sent to every Lotowner at least sixty (60) days in advance of any action taken.

Section 3. Notices. Any notice required to be sent to any member or Lotowner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as a Lotowner on the records of the Developer at the time of such mailing.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions, either to restrain or to recover damages or both and against the land to enforce any lien created by these covenants, and failure by any Lotowner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Severability. In the event any one of those covenants or restrictions are held invalid by a judgment or court order, this shall in no way affect other provisions which shall remain in full force and effect.

Section 6. Amendment. By written consent of the owners of the Lots within the Female Subdivision as then constituted, evidenced by a Declaration duly executed and acknowledged by such owners and recorded in the Office of the Recorder of Potomac County, this instrument may be modified and amended.

SIGNATURE PAGE FOR DECLARATION OF RESTRICTIONS FOR
PERNDAL SUBDIVISION PHASE II

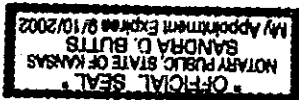
PARACORP, INC., an Iowa corporation

By Karen L. Duggan, President
Karen L. Duggan, President

STATE OF Kansas
COUNTY OF Johnson
)
) ss.

On this 18th day of November, 1998, before me, a notary public in and for said county, personally appeared Karen L. Duggan, to me personally known, who being by me duly sworn or affirmed) did say that she is President of said company, that no seal has been procured by the said company, and that said instrument was signed on behalf of the said company by authority of its Board of Directors and the said Karen L. Duggan acknowledged the execution of said instrument to be the voluntary act and deed of said company by it voluntarily executed.

Sandra O. Butts
Notary Public



99-26979

17-11-2004 11:17 AM

99-26979

A TRACT OF LAND LOCATED IN PART OF LOT 2 OF AN AUDITOR'S SUBDIVISION OF THE NE1/4 OF THE NW1/4, LOT 2 AND PART OF LOT 3 OF AN AUDITOR'S SUBDIVISION OF THE SE1/4 OF THE NW1/4, AND PART OF LOT 1 AND PART OF LOT 2 OF AN AUDITOR'S SUBDIVISION OF THE SW1/4 OF THE NW1/4, ALL IN SECTION 33, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 33; THENCE NORTH 89°35'51" WEST ALONG THE SOUTH LINE OF THE NW1/4 OF SAID SECTION 33, A DISTANCE OF 921.27 FEET TO THE MOST EASTERLY CORNER OF GREENMEADOWS SUBDIVISION, BEING THE POINT OF BEGINNING; THENCE NORTH 48°29'36" WEST ALONG THE NORTHEASTERLY LINE OF SAID GREENMEADOWS SUBDIVISION, A DISTANCE OF 1234.16 FEET TO A POINT ON THE SOUTH BOUNDARY OF FERNDALE PHASE 1, A SUBDIVISION; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE SOUTH AND EAST BOUNDARY OF SAID FERNDALE PHASE 1, THE FOLLOWING DIRECTIONS AND DISTANCES: THENCE NORTH 35°12'54" EAST, 171.56 FEET; THENCE NORTH 61°33'44" EAST, 150.41 FEET; THENCE NORTH 47°54'24" EAST, 65.00 FEET; N 51°24'58" EAST, 196.62 FEET; THENCE NORTH 160°15'54" EAST, 88.71 FEET; THENCE NORTH 70°22'57" EAST, 78.00 FEET; THENCE NORTH 03°23'44" EAST, 156.07 FEET; THENCE NORTH 00°00'00" EAST, 414.00 FEET; THENCE NORTH 32°03'25" EAST, 44.52 FEET; THENCE NORTH 32°06'52" WEST, 103.56 FEET; THENCE NORTH 12°50'47" EAST, 121.66 FEET TO A POINT ON THE NORTH LINE OF PART OF LOT 2, AUDITOR'S SUBDIVISION OF THE NE1/4 OF THE NW1/4 OF SAID SECTION 33; THENCE DEPARTING THE EAST BOUNDARY OF SAID FERNDALE PHASE 1, SOUTH 57°58'35" EAST ALONG THE NORTH LINE OF SAID PART OF LOT 2 AND AN EASTERLY PROJECTION THEREOF, A DISTANCE OF 854.66 FEET; THENCE SOUTH 23°40'49" WEST, A DISTANCE OF 300.98 FEET TO A POINT ON THE NORTH LINE OF THE SE1/4 OF SAID SECTION 33; THENCE NORTH 89°47'33" WEST ALONG THE SAID NORTH LINE OF THE SE1/4 OF THE NW1/4, A DISTANCE OF 377.02 FEET TO THE NORTHWEST CORNER OF WILWOOD 2ND ADDITION, A SUBDIVISION; THENCE SOUTH 00°07'06" WEST ALONG THE WEST LINE OF SAID WILWOOD 2ND ADDITION, A DISTANCE OF 1328.64 FEET TO THE POINT OF BEGINNING, THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 25.12 ACRES, MORE OR LESS.

Declaration of Restrictions
Exhibit "A"

Tuesday
November
1998

328
097

24

(Signed) Microfilm Operator

POTTAWATTAMIE COUNTY

JOHN SCIORLINO, RECORDER

THIS IS TO CERTIFY that the microphotographs appearing on this film are true and accurate reproductions of the original records produced in the regular course of business.
It is further certified that records on this film are microfilmed in conformity with the Rules and Regulations of the State of Iowa and the Statutes governing them, and that the microphotographic processes accurately reproduce the records and that the film forms a durable medium for reproducing the original, if necessary.

CERTIFICATE OF AUTHENTICITY

RECORDER

POTTAWATTAMIE COUNTY

Wednesday
November
1998

036

25

John Sciorino
JOHN SCIORINO, RECORDER
POTAWATOMIE COUNTY
John Sciorino
(Signed) Microfilm Operator

THIS IS TO CERTIFY that the microphotographs appearing on this film are true and accurate reproductions of the original records produced in the regular course of business.
It is further certified that records on this film are microfilmed in conformity with the Rules and Regulations of the State of Iowa and the Statutes governing them, and that the microphotographic processes accurately reproduce the records and that the film forms a durable medium for reproducing the original, if necessary.

CERTIFICATE OF AUTHENTICITY

RECORDER

POTAWATOMIE COUNTY

26987