

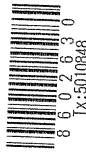
RECORDER'S INDEX

LOT: 5  
 SUBDIVISION: NEW HORIZON SUBDIVISION REPLAT 3  
 ALIQUOT PART:  
 SECTION:  
 CITY: COUNCIL BLUFFS  
 COUNTY: POTTAWATTAMIE  
 PROPRIETOR: ROBERT P. MCCARTHY  
 REQUESTED BY: ROBERT P. MCCARTHY  
 DATE OF FIELD SURVEY: OCTOBER 4, 2021

OWNER  
 BLUFFS HOMES, LLC  
 535 W. BROADWAY STE 100  
 COUNCIL BLUFFS, IOWA 51503

DEVELOPER  
 ROBERT P. MCCARTHY  
 BOX 683  
 AVOCA, IOWA 51521

PREPARED BY: JONATHAN M. LEISINGER, P.L.S., HGM ASSOCIATES INC., P.O. BOX 919, COUNCIL BLUFFS, IOWA 51502 (712)323-0530



2021-21034  
 RECORDER MARILYN HERING  
 POTTAWATTAMIE COUNTY, IA  
 FILE TIME: 12/17/2021 12:00:00 AM  
 RECORDING FEE 140.00  
 RMA FEE 1.00  
 ECH FEE 1.00

R FEES 140.00 RMA \$ 1.00  
 A FEES 1.00 ECOM \$ 1.00  
 T TAXES

RECORD LEGAL DESCRIPTION  
 LOT 5, NEW HORIZON SUBDIVISION, REPLAT 3, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.  
 SAID LOT 5 CONTAINS AN AREA OF 297,149 SQUARE FEET (6.821 ACRES), MORE OR LESS.

NOTE:  
 A 5.00 FOOT WIDE PERMANENT EASEMENT ON EACH SIDE OF ALL SIDE LOT LINES, A 10.00 FOOT WIDE PERMANENT EASEMENT ALONG ALL FRONT LOT LINES, AND A 10.00 FOOT WIDE PERMANENT EASEMENT ALONG ALL REAR LOT LINES, ARE RESERVED FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES.

CITY COUNCIL  
 APPROVED BY MAYOR: THE HONORABLE MATTHEW J. WALSH DATE 12-15-21  
 ATTESTED TO BY: [Signature] DATE 12-15-21  
 CITY CLERK: JODI QUAKENBUSH DATE 12-15-21  
 COMMUNITY DEVELOPMENT DIRECTOR: BRANDON GARRETT DATE

CERTIFICATE OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA  
 I, THE TREASURER OF POTTAWATTAMIE COUNTY, IOWA, HEREBY CERTIFY THAT THE PROPERTY INCLUDED IN NEW HORIZON SUBDIVISION, REPLAT 3, IS FREE FROM CERTIFIED TAXES AND CERTIFIED SPECIAL ASSESSMENTS.  
 [Signature] DATE 12-15-21  
 TREASURER OF POTTAWATTAMIE COUNTY, IOWA: LEA A. VOSS

WE HEREBY CERTIFY THAT WE WILL MEET ALL EQUAL OPPORTUNITY AND FAIR MARKETING OBJECTIVES CONSISTENT WITH FEDERAL, STATE AND LOCAL GUIDELINES. WE HEREBY CERTIFY THAT THE FOLLOWING DOCUMENTS WILL BE RECORDED WITH THE POTTAWATTAMIE COUNTY RECORDER CONTEMPORANEOUSLY WITH THE FILING OF THE FINAL PLAT,  
 A. PRIVATE RESTRICTIONS AND/OR COVENANTS TO BE RECORDED WITH THIS FINAL PLAT.  
 B. CERTIFIED RESOLUTION OF EACH GOVERNING BODY APPROVING THE SUBDIVISION OR WAIVING THE RIGHT TO REVIEW.

PROFESSIONAL LAND SURVEYOR

DAVID E. FORSYTHE  
 LICENSE NUMBER 25604  
 IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.  
 [Signature] DATE DECEMBER 14, 2021  
 LICENSE NUMBER 25604  
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022  
 PAGES OR SHEETS COVERED BY THIS SEAL: SHEET 1 OF 2 AND SHEET 2 OF 2

# FINAL PLAT OF NEW HORIZON SUBDIVISION, REPLAT 3

BEING A REPLAT OF ALL OF LOT 5, NEW HORIZON SUBDIVISION, REPLAT 2, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

DEDICATION:  
 KNOW ALL PERSONS BY THESE PRESENTS THAT BLUFFS HOMES, LLC, AN IOWA LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE PROPERTY DESCRIBED WITHIN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED SAID PROPERTY TO BE SUBDIVIDED AS LOTS 1 THROUGH 36, INCLUSIVE, OUTLOT A, OUTLOT B AND OUTLOT C. SAID PROPERTY TO BE KNOWN AS NEW HORIZON SUBDIVISION, REPLAT 3.

AS PART OF THIS PLATTING, BLUFFS HOMES, LLC, AN IOWA LIMITED LIABILITY COMPANY DOES HEREBY DEDICATE TO THE CITY OF COUNCIL BLUFFS, THE RIGHT-OF-WAY FOR PATRICK CIRCLE (1.21 ACRES, MORE OR LESS).

AS PART OF THIS PLATTING, BLUFFS HOMES, LLC, AN IOWA LIMITED LIABILITY COMPANY DOES HEREBY DEDICATE OUTLOT A, OUTLOT B AND OUTLOT C TO THE HOMEOWNER'S ASSOCIATION AND SHALL PERPETUALLY OPERATE AND MAINTAIN OUTLOT A, OUTLOT B AND OUTLOT C.

AS PART OF THIS PLATTING, BLUFFS HOMES, LLC, AN IOWA LIMITED LIABILITY COMPANY DOES HEREBY DEDICATE TO THE HOMEOWNERS ASSOCIATION AND THE OWNERS OF LOTS 1 THROUGH 4 IN NEW HORIZON SUBDIVISION REPLAT 2, THEIR ADMINISTRATORS, EXECUTORS, SUCCESSORS, HEIRS, OR ASSIGNS A PERPETUAL STORM SEWER, ACCESS AND DRAINAGE EASEMENT 20 FEET IN WIDTH, BEING 10.00 FEET IN WIDTH ON EACH SIDE OF THE LOT LINE BETWEEN LOT 2 AND LOT 3 AS SHOWN IN THE DRAWING.

AS PART OF THIS PLATTING, BLUFFS HOMES, LLC, AN IOWA LIMITED LIABILITY COMPANY DOES HEREBY DEDICATE TO THE HOMEOWNERS ASSOCIATION AND THE OWNERS OF LOTS 1 THROUGH 4 IN NEW HORIZON SUBDIVISION REPLAT 2, THEIR ADMINISTRATORS, EXECUTORS, SUCCESSORS, HEIRS, OR ASSIGNS A PERPETUAL ACCESS EASEMENT 20 FEET IN WIDTH ACROSS THE BACK LOT LINE OF LOTS 34, 35 36 AND OUTLOT "A", AS SHOWN IN THE DRAWING.

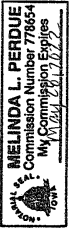
AS PART OF THIS PLATTING, BLUFFS HOMES, LLC, AN IOWA LIMITED LIABILITY COMPANY DOES HEREBY DEDICATE TO THE CITY OF COUNCIL BLUFFS, IOWA, A PERPETUAL STORM SEWER AND DRAINAGE EASEMENT 20 FEET IN WIDTH, BEING 10.00 FEET IN WIDTH ON EACH SIDE OF THE LOT LINE BETWEEN LOT 32 AND LOT 33 AS SHOWN IN THE DRAWING.

THE DEDICATION OF THESE EASEMENTS SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

- EASEMENT RUNS WITH THE LAND: THIS EASEMENT SHALL BE DEEMED TO RUN WITH THE LAND AND SHALL BE BINDING ON BLUFFS HOMES, LLC, AN IOWA LIMITED LIABILITY COMPANY, ITS SUCCESSORS OR ASSIGNS.
- ERECTOR OF STRUCTURES PROHIBITED: BLUFFS HOMES, LLC, AN IOWA LIMITED LIABILITY COMPANY, OR ITS SUCCESSORS OR ASSIGNS SHALL NOT ERECT ANY STRUCTURE OVER NOR WITHIN THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.
- CHANGES OF GRADE: BLUFFS HOMES, LLC, AN IOWA LIMITED LIABILITY COMPANY, OT ITS SUCCESSORS OR ASSIGNS SHALL NOT CHANGE THE GRADE, ELEVATION, NOR THE CONTOURS OF ANY PART OF THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.
- RIGHT OF ACCESS: THE CITY SHALL HAVE THE RIGHT OF ACCESS TO THE EASEMENT AREA AND HAVE ALL RIGHTS OF INGRESS AND EGRESS REASONABLY NECESSARY FOR THE USE AND ENJOYMENT OF THE EASEMENT AREA HEREIN DESCRIBED.
- REMOVAL AND REPLACEMENT: THE COST AND REMOVAL AND REPLACEMENT OF ANY UNAUTHORIZED IMPROVEMENT OR STRUCTURES WITHIN THE EASEMENT AREA, NECESSITATED BY THE EXERCISE OF THE RIGHTS UNDER THIS EASEMENT, SHALL BE BORNE BY SAID BLUFFS HOMES, LLC, AN IOWA LIMITED LIABILITY COMPANY, OR ITS SUCCESSORS OR ASSIGNS.
- SURFACE RESTORATION: CITY'S LIABILITY TO RESTORE THE SURFACE WITHIN THE EASEMENT AREA SHALL BE LIMITED TO GRADING AND SEEDING.
- DUTY TO REPAIR: CITY AGREES THAT ANY DRAIN TILE, DRIVE OR ACCESS WAY, FENCE, YARD, OR OTHER IMPROVEMENT OUTSIDE OF THE EASEMENT AREA WHICH MAY BE DAMAGED AS A RESULT OF ANY ENTRY MADE THROUGH AN EXCESS OF THE CITY'S RIGHT OF ACCESS SHALL BE REPAIRED AT NO EXPENSE TO SAID BLUFFS HOMES, LLC, AN IOWA LIMITED LIABILITY COMPANY, OR ITS SUCCESSORS OR ASSIGNS.

IN WITNESS THEREOF, I DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF THE BLUFFS HOMES, LLC, AN IOWA LIMITED LIABILITY COMPANY PROPERTY AS CONTAINED HEREIN ON THIS

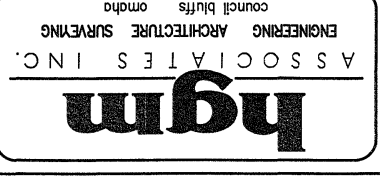
14th DAY OF December, 2021.  
 BY: [Signature] JOHN H. JERKOVICH  
 STATE OF IOWA )  
 ) SS.  
 COUNTY OF POTTAWATTAMIE )



ON THIS 14th DAY OF November, 2021, BEFORE ME A NOTARY PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED JOHN H. JERKOVICH, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE IS A MEMBER OF BLUFFS HOMES, LLC, AN IOWA LIMITED LIABILITY COMPANY, THAT NO SEAL HAS BEEN PROCURED BY THE SAID LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF THE SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS MEMBERS AND THAT SAID JOHN H. JERKOVICH ACKNOWLEDGED THE EXECUTION OF THE INSTRUMENT TO BE THE VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY BY IT VOLUNTARILY EXECUTED.  
 [Signature] M. A. A. [Signature]  
 NOTARY PUBLIC IN AND FOR SAID STATE

MY COMMISSION EXPIRES May 26, 2022

This drawing is being made available by Hgm Associates Inc. for use on this project in accordance with the license agreement for professional services. Hgm Associates Inc. does not warrant the accuracy or reliability of any data or information shown on this drawing or any part thereof. The drawing is not to be used for any other purpose without the written consent of Hgm Associates Inc.



DEF	drawn
DEF	designed
DEF	approved
OCT 21	date
	revision

Project: NEW HORIZON SUBDIVISION, REPLAT 3  
 Client: ROBERT P. MCCARTHY  
 P.O. BOX 683, AVOCA, IOWA 51521  
 Sheet: FINAL PLAT

Project no. 105017  
 sheet 1 OF 2

# FINAL PLAT OF NEW HORIZON SUBDIVISION, REPLAT 3

BEING A REPLAT OF ALL OF LOT 5, NEW HORIZON SUBDIVISION, REPLAT 2, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

This drawing is being made accordance with right recorded in the government for professional services. HGM Associates Inc. assumes no liability for any use of this drawing or any part thereof except in accordance with the terms of the above agreement.

**hgm**  
ASSOCIATES INC.  
ENGINEERING ARCHITECTURE SURVEYING  
council bluffs iowa

DEF	drawn
DEF	designed
DEF	approved
OCT 21	date
	revision
	date

Project: NEW HORIZON SUBDIVISION, REPLAT 3  
REPLAT-LOT 5, NEW HORIZON SUBDIVISION, REPLAT 2  
Client: ROBERT P. MCCARTHY  
P.O. BOX 683, AVOCA, IOWA 51521  
Sheet: FINAL PLAT

Project no. 105017  
Sheet 2 OF 2

LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	N37°59'00"W	12.27	L56	N70°38'26"E	127.67
L2	N37°59'00"W	40.00	L57	N52°01'00"E	74.81
L3	N37°59'00"W	40.00	L58	N70°38'26"E	50.07
L4	N37°59'00"W	40.00	L59	N52°01'00"E	139.39
L5	N37°59'00"W	40.32	L60	N52°12'14"E	137.67
L6	S37°59'00"E	41.93	L61	N52°12'29"E	137.13
L7	S37°59'00"E	55.66	L62	N52°12'43"E	136.59
L8	S37°59'00"E	40.00	L63	N52°12'59"E	136.06
L9	S37°59'00"E	36.56	L64	N56°28'22"E	134.59
L10	N18°33'05"W	19.75	L65	N65°36'20"E	128.42
L11	N18°33'05"W	40.00	L66	N71°26'38"E	129.00
L12	N18°33'05"W	40.00	L67	N71°26'38"E	128.99
L13	N18°33'05"W	40.00	L68	N71°26'38"E	128.98
L14	N18°33'05"W	9.75	L69	N71°26'38"E	131.09
L15	S18°33'05"E	7.81	L70	N68°32'28"E	136.84
L16	S18°33'05"E	40.00	L71	N68°32'28"E	143.22
L17	S18°33'05"E	40.00	L72	S12°41'48"E	24.67
L18	S18°33'05"E	40.00	L73	S12°41'48"E	22.89
L19	S18°33'05"E	21.69	L74	S12°41'48"E	92.53
L20	S30°02'19"E	75.05	L75	S12°41'48"E	20.73
L21	S60°00'41"W	26.74	L76	S18°34'03"E	19.38
L22	S30°02'19"E	46.63	L77	S18°34'03"E	40.00
L23	S30°02'19"E	30.16	L78	S18°34'03"E	40.00
L24	N00°00'00"E	32.77	L79	S18°34'03"E	33.62
L25	N00°00'00"E	142.02	L80	S38°45'12"E	2.25
L26	N18°33'05"W	21.35	L81	S38°45'12"E	35.03
L27	N18°33'05"W	59.07	L82	S38°45'12"E	34.81
L28	N18°33'05"W	47.00	L83	S38°45'12"E	40.00
L29	N18°33'05"W	40.00	L84	S38°45'12"E	40.00
L30	N18°33'05"W	40.00	L85	S38°45'12"E	40.00
L31	N18°33'05"W	40.00	L86	S38°45'12"E	24.74
L32	N18°33'05"W	7.81	L87	S43°13'23"E	10.69
L33	N54°34'05"E	71.70	L88	S43°13'23"E	57.17
L34	S66°15'53"W	52.92	L89	S43°13'23"E	59.03
L35	S62°59'48"W	121.84	L90	S37°59'00"E	15.93
L36	S65°27'45"W	120.07	L91	S37°59'00"E	79.26
L37	S67°55'22"W	122.35	L92	S46°50'05"W	82.01
L38	S71°26'55"W	124.78	L93	S46°50'05"W	123.12
L39	S71°26'55"W	125.00	L94	S46°50'05"W	94.97
L40	S71°26'55"W	125.00	L95	N37°59'00"W	54.85
L41	S71°26'55"W	125.00	L96	N37°59'00"W	99.46
L42	S71°26'55"W	125.00	L97	N37°59'00"W	55.66
L43	S67°36'46"W	125.00	L98	N37°59'00"W	55.66
L44	S62°41'08"W	125.00	L99	N37°59'00"W	55.67
L45	S57°41'28"W	125.00	L100	N37°59'00"W	40.00
L46	S52°40'33"W	125.00	L101	N37°59'00"W	36.56
L47	S52°01'00"W	125.00	L102	N12°41'48"W	62.23
L48	S52°01'00"W	125.00	L104	N54°34'05"E	89.84
L49	S52°01'00"W	125.00	L105	S12°41'48"E	23.07
L50	S52°01'00"W	122.43	L106	N69°17'56"E	83.68
L51	S52°01'00"W	93.03	L107	S00°00'00"E	1.56
L52	S52°01'00"W	122.04	L108	S00°00'00"E	3.56
L53	S18°56'39"W	109.38			
L54	S23°50'04"E	109.38			
L55	S66°35'49"E	114.11			

CURVE #	LENGTH	RADIUS	DELTA
C18	3.06	425.00	000°24'44"
C19	37.03	425.00	004°59'30"
C20	37.05	425.00	004°59'43"
C21	37.08	425.00	004°59'54"
C22	29.93	425.00	004°02'04"
C23	37.25	375.00	005°41'32"
C24	50.81	375.00	007°45'47"
C25	39.12	375.00	005°58'37"
C26	45.31	1515.00	001°42'48"
C27	47.01	1515.00	001°46'40"
C28	25.31	1465.00	000°59'23"
C29	66.66	1465.00	002°36'25"
C30	61.34	1465.00	002°23'57"
C31	63.41	1465.00	002°28'48"
C32	76.99	1465.00	003°00'40"
C33	142.01	1515.00	005°22'14"
C34	25.58	1515.00	000°58'03"

CURVE #	LENGTH	RADIUS	DELTA
C1	13.38	250.00	003°03'57"
C2	34.89	250.00	007°59'49"
C3	4.50	550.00	000°28'06"
C4	47.97	550.00	004°59'49"
C5	47.95	550.00	004°59'42"
C6	47.83	550.00	004°58'56"
C7	38.29	550.00	003°59'21"
C8	32.14	38.00	048°27'32"
C9	14.56	57.00	014°37'58"
C10	52.18	57.00	052°27'01"
C11	42.54	57.00	042°45'45"
C12	42.54	57.00	042°45'43"
C13	42.54	57.00	034°48'39"
C14	34.63	57.00	046°44'14"
C15	46.50	57.00	027°16'22"
C16	18.09	38.00	027°16'22"
C17	14.05	38.00	021°11'10"

Ⓐ UNDERGROUND ELECTRICAL EASEMENT GRANTED TO MIDAMERICAN ENERGY COMPANY, ITS SUCCESSORS AND ASSIGNS RECORDED IN BOOK 2021, PAGE 12222 IN THE POTTAWATTAMIE COUNTY RECORDER'S OFFICE.

Ⓑ 15.00' WIDE SANITARY SEWER AND WATER MAIN EASEMENT GRANTED TO THE CITY OF COUNCIL BLUFFS RECORDED IN BOOK 2017, PAGE 01280 IN THE POTTAWATTAMIE COUNTY RECORDER'S OFFICE.

Ⓒ STORM SEWER, ACCESS AND DRAINAGE EASEMENT 20 FEET IN WIDTH, BEING 10.00 FEET IN WIDTH ON EACH SIDE OF THE LOT LINE.

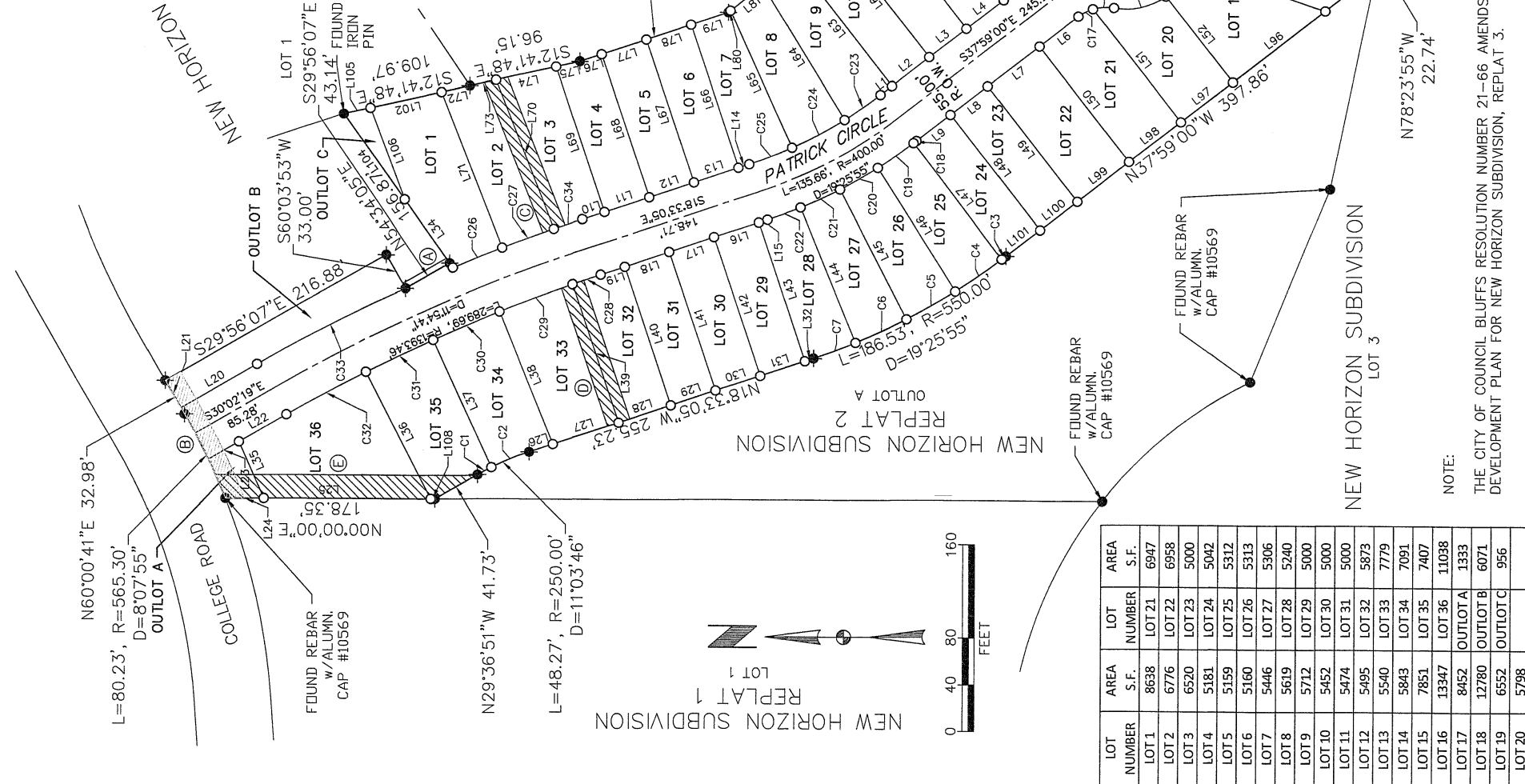
Ⓓ STORM SEWER AND DRAINAGE EASEMENT 20 FEET IN WIDTH, BEING 10.00 FEET IN WIDTH ON EACH SIDE OF THE LOT LINE.

Ⓔ 20 FEET WIDE ACCESS EASEMENT.

● FOUND PROPERTY CORNER AS NOTED IN THE DRAWING

◆ FOUND REBAR W/ALUMIN. CAP MARKED "HGM ASSOC. PLS 14415"

○ SET 5/8" X30" REBAR W/ALUMIN. CAP MARKED "HGM ASSOC. PLS 25604"



LOT NUMBER	AREA S.F.	LOT NUMBER	AREA S.F.
LOT 1	8638	LOT 21	6947
LOT 2	6776	LOT 22	6958
LOT 3	6520	LOT 23	5000
LOT 4	5181	LOT 24	5042
LOT 5	5159	LOT 25	5312
LOT 6	5160	LOT 26	5313
LOT 7	5446	LOT 27	5306
LOT 8	5619	LOT 28	5240
LOT 9	5712	LOT 29	5000
LOT 10	5452	LOT 30	5000
LOT 11	5474	LOT 31	5000
LOT 12	5495	LOT 32	5873
LOT 13	5540	LOT 33	7779
LOT 14	5843	LOT 34	7091
LOT 15	7851	LOT 35	7407
LOT 16	13947	LOT 36	11038
LOT 17	8452	OUTLOT A	1333
LOT 18	12780	OUTLOT B	6071
LOT 19	6552	OUTLOT C	956
LOT 20	5798		

NOTE: THE CITY OF COUNCIL BLUFFS RESOLUTION NUMBER 21-66 AMENDS THE ADOPTED PLANNED RESIDENTIAL DEVELOPMENT PLAN FOR NEW HORIZON SUBDIVISION, REPLAT 3.

CERTIFICATE AND RECEIPT

=====

STATE OF IOWA

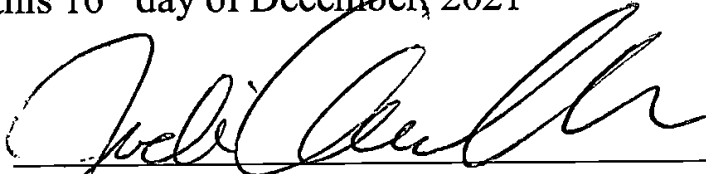
} SS.

POTTAWATTAMIE COUNTY,

The undersigned, City Clerk of the City of Council Bluffs, Iowa, hereby certifies:  
Resolution 21-357 and proof of publication are the same that appears as record in this  
office.

Witness my hand and seal of Council Bluffs, Iowa,

this 16<sup>th</sup> day of December, 2021



Jodi Quakenbush  
City Clerk of the City of Council Bluffs

=====

**RESOLUTION NO. 21-357**

**A RESOLUTION GRANTING FINAL PLAT APPROVAL OF A 36-LOT RESIDENTIAL SUBDIVISION TO BE KNOWN AS NEW HORIZON SUBDIVISION, REPLAT 3 ALONG WITH SUBDIVISION VARIANCES FOR LOTS TO EXCEED THE MAXIMUM 3:1 LOT DEPTH-TO-WIDTH RATIO AND TO BE LESS THAN 50 FEET-WIDE IN AN R-2/TWO-FAMILY RESIDENTIAL DISTRICT.**

**WHEREAS,** Bluffs Homes, LLC, represented by Robert McCarthy, John Jerkovich, and Jason James, are requesting final plat approval for a 36-lot major subdivision to be known as New Horizon Subdivision, Replat 3, legally described as being a replat of Lot 5, New Horizon Subdivision, Replat 2 (see Attachment A); and

**WHEREAS,** The final plat includes variances to allow lots to exceed the maximum 3:1 lot depth-to-width ratio and to be less than 50 feet-wide, as required in an R-2/Two Family Residential District; and

**WHEREAS,** The proposed subdivision consists of 6.82 acres of land (more/less) located approximately 700 feet east of the intersection of Valley View Drive and College Road and proposed Lots 1 through 36 will be developed with townhomes, and Outlots A-C are reserved for signage/utilities and/or future development purposes; and

**WHEREAS,** The following comments were provided for the proposed subdivision request:

- A. The proposed subdivision is consistent with the Bluffs Tomorrow: 2030 Plan (comprehensive plan) as well as the purpose and intent of the Council Bluffs Subdivision and Zoning Ordinances.
- B. The proposed subdivision is zoned R-2/Two-Family Residential District and has a PR/Planned Residential Overlay appended to it. All land development and construction activity within the subdivision shall comply with the adopted PR/Planned Residential development plan for New Horizon Subdivision, Replat 3, as per Resolution No. 21-66, dated February 22, 2021.
- C. The preliminary plan for New Horizon Subdivision, Replat 3 was approved by the Council Bluffs City Council on February 22, 2021 by Resolution No. 21-65. The approved preliminary plan included variances to allow lots to exceed the maximum 3:1 lot depth-to-width ratio and to be a minimum of 40 feet wide, as opposed to the required 50 feet in an R-2 District. There are five lots (Lots 19, 24, 25, 26, 27, and 28) shown on the final plat that have lot widths ranging from 34.63 feet to 39.62 feet. These lots were shown on the preliminary plan to be less than 40 feet; however they were inadvertently excluded from the approved lot width variances. The Community Development Department recommends modifying the previously approved lot width variance to allow said lots to be less than 40 feet. The developer engineer's demonstrated all lots in the subdivisions are capable of being developed in accordance with the site development standards stated in the approved New Horizon Subdivision, Replat 3 planned residential development plan. No negative impacts to the layout, function, and/or design

of the subdivision are anticipated to occur by allowing said lots to be less than the 40 feet allowed.

- No changes are proposed to the 3:1 lot depth-to-width ratio variances that were approved for Lots 4 through 6, Lots 10 through 13, Lot 16, Lot 18, and Lots 23 through 31, New Horizon Subdivision, Replat 3.
- D. Three outlots are shown on the final plat. Outlot A will be used for a future neighborhood identification sign and contains an access easement to the stormwater detention basin located on Outlot A, New Horizon Subdivision, Replat 2. Outlots B and C consist of land that being held in reserve for future redevelopment of property located at 1621 College Road. All outlots will be owned and maintained by a homeowner's association, as per notations on the final plat.
- E. The subdivision includes dedication of a new public street (Patrick Circle) to the City of Council Bluffs. All lots in the proposed subdivision will have direct frontage and access to Patrick Circle.
- F. The final plat includes easement language and dedication statements for stormwater conveyance into Outlot A, New Horizon Subdivision, Replat 2. The proposed stormwater easements shall supersede the previously recorded stormwater easements on the subject property on the New Horizon Subdivision, Replat 2.
- G. All townhome units will be constructed with an internal fire suppression system in order to comply with the 2015 International Fire Code Chapter D107.1. This Chapter of the IFC requires fire suppression systems for developments of 30 or more units when only one access road is provided. Council Bluffs Water Works (CBWW) confirmed the water main extension is installed and in service for the subdivision. Additionally, CBWW stated their Board adopted a policy that any house with a residential fire sprinkler system must have a minimum service line and meter size of 1" and abide by their installation standards.
- H. Public water, sanitary sewer and storm sewer utilities are available to service all lots in the subdivision. Any cost to construct, extend, remove and/or relocate any utilities within or to this subdivision shall be the sole responsibility of the developer, and not the City of Council Bluffs.
- I. A public sidewalk shall be installed along the frontages of each lot prior to issuance of a Certificate of Occupancy for a dwelling on each lot, at no cost to the City. A sidewalk along the frontage of Outlot B that connects into the public sidewalk along the frontage of Lot 1, New Horizon Subdivision, Replat 3 shall be installed prior to issuance of the first final certificate of occupancy for a dwelling unit in this subdivision.
- J. All electric, cable and communication facilities shall be installed underground. All costs to construct, remove and/or relocate any utilities in this subdivision shall be the responsibility of the developer, and not the City.

- K. Council Bluffs Public Works stated all infrastructure is installed and accepted with performance guarantee letter from the developer.
- L. The subdivision is located within the Council Bluffs Interstate Corridor Preservation Zone. The Iowa Department of Transportation (IDOT) has reviewed the proposed final plat and stated they do not see any conflicts as it relates to the ongoing interstate reconstruction work. Additionally, IDOT commented that anyone building or living next to the interstates accepts the inherent traffic noise. There will be no noise mitigation on IDOT's right-of-way in this area of the City.
- M. A copy of the any private easements/covenants shall be provided to the City and recorded with the final plat.
- N. The following technical corrections/edits shall be made to the final plat prior to being executed by the City of Council Bluffs:
  - 1. Provide a metes and bounds description for the boundary of the proposed New Horizon Subdivision, Replat 3 and notate to total number of acres in said subdivision on the final plat.
  - 2. Expand the second "Line Table" on Sheet 2 of 2 to show the line identification numbers for Lots 56-108; and

**WHEREAS,** The Community Development Department recommends final plat approval of a 36-lot residential subdivision to be known as New Horizon Subdivision, Replat 3, legally described as a replat of Lot 5, New Horizon Subdivision, Replat 2 and as shown on Attachment 'A', subject to all comments stated above and following conditions:

- A. The final plat shall be recorded within 90 days of City Council approval or the plat will become null and void unless an extension has been requested and granted by the Community Development Department Director.
- B. Conform to all City standards and specifications, the zoning and subdivision ordinances and the Department of Public Works Standards for Public Improvements.
- C. All comments and technical corrections stated in case staff report shall be addressed on the final plat prior to execution of the document.
- D. All utilities shall be installed underground. Any costs to construct, remove and/or relocate any utilities shall be the responsibility of the applicant and/or developer, and not the City.
- E. Granting variances to allow lots in the subdivision to be less than the required 50 feet allowed in an R-2/Two-Family Residential District and to exceed the maximum 3:1 lot depth-to-width ratio, as shown on the New Horizon Subdivision, Replat 3 final plat (see Attachment 'A').

- F. All land development and construction activity within the subdivision shall comply with the adopted New Horizon Subdivision, Replat 3 planned residential development plan, as per Resolution No. 21-66, dated February 22, 2021.
- G. A public sidewalk shall be installed along the frontages of each lot prior to issuance of a Certificate of Occupancy for a dwelling unit on each lot, at no cost to the City. Additionally, a public sidewalk shall be installed along the frontage of Outlot B, New Horizon Subdivision, Replat 3 that connects to the public sidewalk along the frontage of Lot 1, New Horizon Subdivision, Replat 3 prior to issuance of the first certificate of occupancy for a new dwelling unit in said subdivision.


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

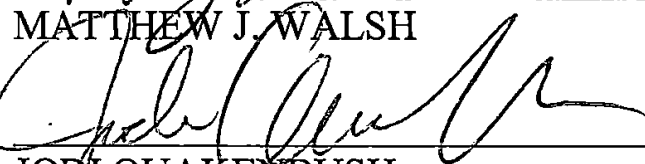
That the final plat approval for a 36-lot residential subdivision to be known as New Horizon Subdivision, Replat 3, legally described as a replat of Lot 5, New Horizon Subdivision, Replat 2 and as shown on Attachment 'A', is hereby approved subject to all local, state and federal regulations; and

**BE IT FURTHER RESOLVED**

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

ADOPTED  
AND  
APPROVED December 13, 2021.

  
\_\_\_\_\_  
MATTHEW J. WALSH Mayor

Attest:   
\_\_\_\_\_  
JODI QUAKENBUSH City Clerk

## Proof Of Publication

State of Iowa

Pottawattamie County

### NOTICE OF PUBLIC HEARING

#### TO WHOM IT MAY CONCERN:

You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing on the request of Bluffs Homes, LLC for final plat approval of a 36-lot residential subdivision to be known as New Horizon Subdivision, Replat 3, legally described as being a replat of Lot 5, New Horizon Subdivision, Replat 2, City of Council Bluffs, Pottawattamie County, Iowa, along with subdivision variances to allow lots to exceed the maximum 3:1 lot depth to width ratio and to be less than 50 feet in width.

You are further notified that the public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m., on the 13th day of December, 2021 in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs, Iowa at which time and place all persons interested in said matter will be given an opportunity to be heard.

Jodi Quakenbush, City Clerk  
2021 (12) 5-1 Sunday

I, (the undersigned) on my oath do solemnly that I am an authorized representative of CBN Daily Nonpareil, a newspaper issued DAILY and printed in said county, COUNCIL BLUFFS, IOWA.

The attached notice was published in said newspaper 1 consecutive time(s) as follows:

The First publication thereof began on the 05th day of December, 2021.



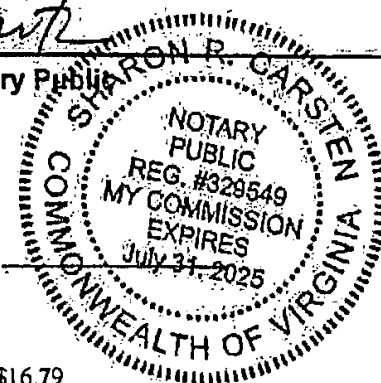
Billing Representative

Sworn to and subscribed before me this 5th day  
of December, A.D. 2021.



Notary Public

State of Virginia  
County of Hanover  
My Commission expires



CITY OF COUNCIL BLUFFS  
209 PEARL ST.  
COUNCIL BLUFFS, IA 51503

Publication Cost: \$16.79  
Customer Number: 1003258  
Order Number: 0000275932

E-mail

[jquakenbush@councilbluffs-ia.gov](mailto:jquakenbush@councilbluffs-ia.gov)



# John P. Fahey

Attorney-at-Law  
535 West Broadway, Suite 203  
Council Bluffs, IA 51503

Bar No. 19050

(712) 328-1017  
FAX (712) 328-1161

December 13, 2021

Bluffs Homes, LLC  
535 West Broadway, Suite 100  
Council Bluffs, IA 51503

RE: Lot 5 and Outlot A in Final Plat of New Horizon Subdivision Replat 2,  
Pottawattamie County, Iowa.

Dear Bluffs Homes, LLC:

I have examined title to the above-described commercial/residential real estate as disclosed by an abstract, File #20212429. The Abstract of Title is in three parts, all prepared by Clear Title and Abstract, LLC. The first (Abstract 1) consist of 152 entries up to October 28, 2013 and is titled "Lot 4 in New Horizon Subdivision".

The second (Abstract 2) is titled, "Lot 2, New Horizon Subdivision Replat 1" and consists of entries 153 thru 166 up to September 12, 2018.

The third (Abstract 3) is entitled "Lot 5 and Outlot A New Horizon Sub-division Replat 2" and consist of entries 167 thru 174 up to October 28, 2021.

This Opinion is to address a Replat of Lot 5, New Horizon Subdivision, Replat 2 and consist of 36 Lots and Outlot A and is to be filed as New Horizon Subdivision, Replat 3.

After such examination, it is the opinion of the undersigned that good and merchantable fee simple title as of October 28, 2021, is indefeasibly vested in Robert P. McCarthy, a married person, subject only to the following: (each of which shall constitute an exception:)

1. Abstract 3, Entry #172. New Horizon Urban Renewal Plan with City of Council Bluffs Resolutions filed July 29, 2021 in Instrument 2021-12152.
2. Abstract 1, Entries #141 thru #146 reference city ordinances and agreements that may affect the subject property.
3. Abstract 2, Entry #154. Easement for Storm Water and Sanitary Sewer Easement, filed March 13, 2014 in Book 2014, Page 02753.

December 13, 2021

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4. Abstract 2, Entry #162. Pipeline Easement Agreement to City of Council Bluffs, filed January 30, 2017 in Book 2017, Page 01278.

5. Abstract 2, Entry #163. Permanent Easement for sanitary sewer to City Council Bluffs, filed January 30, 2017 in Book 2017, Page 01280.

6. Abstract 3, Entry #173. Judgment Lien Search: Robert P. McCarthy

None Found

7. Abstract 3, Entry #174. Real Estate Taxes:  
The 2019 real estate taxes and all prior years paid.  
The 2020 real estate taxes shows  
First half PAID  
Second half UNPAID  
Parcel No. P-7443 28 301 005  
P-7443 28 301 006

#### CAUTION

Your attention is called to the fact that you should investigate certain matters not shown by the abstract, including the boundaries of the property, whether there is anyone other than record title holders in possession of all or part of the property having any claims against the property, whether the property meets building codes and fire codes and has smoke detectors, whether there are public improvements in process or recently made in the vicinity for which special assessments might later be made, whether there has been any construction or improvement within the last 90 days for which Mechanic's Liens might later be filed, whether there are restrictions or controls by governmental authorities on usage of the property or on access to public streets or highways, whether or not there is access to the property, and any rights acquired by adverse possession by fences, driveways, etc., which might be indicated upon inspection or survey of the premises.

You should determine whether any solid wastes, hazardous substances, pollutants, above or below ground storage tanks, drainage wells, water wells, landfill sites or other environmentally regulated conditions exist on the property. Such conditions are not ordinarily shown in the abstract, but they may result in injunctions, fines, required cleanup, or other remedial actions under federal, state or local laws. These laws may impose liens against the property and personal liability against the owner, even though the owner did nothing to create the condition, and acquired the property without knowing about it. You should carefully inspect the property or have an environmental assessment completed by a professional. If you are uncertain about what are hazardous materials you should contact the Environmental Protection Agency or the Iowa Department of Natural Resources.

December 13, 2021

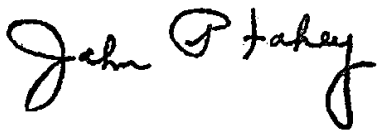
Page -3-

The abstract does not mention whether there are any garbage assessments or sewer and water bills remaining unpaid. We advise you that these bills become a lien upon the property when certified to the County Treasurer's Office. You should check with the water company to determine if there are any such assessments that are unpaid. Your check should be done as close to the time of closing your transaction as possible. If any of these items remain unpaid, then they should be paid prior to the time of closing or sufficient assets should be retained to insure that those items are in fact paid.

You are cautioned that Iowa has a fence law which determines your rights and obligations regarding the maintenance of boundary fences. You should determine by asking the neighbors if there are any fencing agreements that are not of record which affect the line and boundary fences. Your investigation should be done before closing the transaction and if there are any agreements, you should be made aware of the terms and conditions of those agreements and you should check with the seller to see if those are in fact the terms and conditions of the fencing agreements. It is always advisable to have any fencing agreement in written form and recorded.

This Opinion is for the benefit of the addressee only. No other persons are entitled to rely hereon.

Respectfully submitted,



John P. Fahey  
Attorney-at-Law

JPF/lr

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Preparer: Christopher L. Juffer, 535 West Broadway, Suite 200, Council Bluffs, IA 51503, Phone: (712) 322-0448  
Return to: Christopher L. Juffer, 535 West Broadway, Suite 200, Council Bluffs, IA 51503

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Re: Lots 1 through 36, inclusive, and Outlot A, Outlot B, and Outlot C, New Horizon Subdivision, Replat 3, City of Council Bluffs, Pottawattamie County, Iowa;

AND

Outlot A, New Horizon Subdivision, Replat 2, City of Council Bluffs, Pottawattamie County, Iowa.

**DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR NEW HORIZON SUBDIVISION**

This Declaration of Covenants, Conditions, and Restrictions for New Horizon Subdivision (the "Declaration") is made and entered as of the date below written by Bluffs Homes LLC, an Iowa limited liability company ("Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the owner of the real estate described as Lots 1 through 36, inclusive, and Outlot A, Outlot B, and Outlot C, New Horizon Subdivision, Replat 3, City of Council Bluffs, Pottawattamie County, Iowa, and Outlot A, New Horizon Subdivision, Replat 2, City of Council Bluffs, Pottawattamie County, Iowa. (hereinafter "New Horizon Subdivision").

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of the New Horizon Subdivision, and for the maintenance of the character and residential integrity of the New Horizon Subdivision.

NOW, THEREFORE, Declarant hereby declares that all of the property herein above described shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are for the purpose of protecting the value and desirability of, and which shall run with, all of said real property and shall be binding on all parties having any right, title or interest in said properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## **ARTICLE ONE DEFINITIONS**

Section 1. "Association" shall mean and refer to New Horizon Subdivision Homeowners Association, Inc., an Iowa nonprofit corporation, formed to maintain and administer the common properties and facilities and enforce the covenants and restrictions and collect and disburse assessments and charges for the New Horizon Subdivision. It shall include that entity's successors and assigns.

Section 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and all improvements thereon, including and all easements and easement rights owned by the Association. The Common Area shall include, but not necessarily be limited to, Outlot A, Outlot B, and Outlot C, New Horizon Subdivision, Replat 3, City of Council Bluffs, Pottawattamie County, Iowa, and also Outlot A, New Horizon Subdivision, Replat 2, City of Council Bluffs, Pottawattamie County, Iowa.

Section 3. "Common Area Improvements" shall mean and refer to (i) any improvements, including but not limited to signs, paving curbs, gates, walkways, landscaping, lighting standards, roadways, common storm drains, utility lines, sewers and other service facilities, not dedicated to the City and located from time to time on the Common Area, (ii) any perimeter fencing or gate on the Common Area and any signage which serves all of the Lots, and (iii) any grass, trees, shrubs, flowers, and any other type plantings or landscaping on any property immediately adjoining the Lots and/or Common Area which the Association has an interest in, whether that interests springs from actual ownership or easement or easement rights.

Section 4. "Declarant" shall mean Bluffs Homes LLC, an Iowa limited liability company, and its successors and assigns.

Section 5. "Fiduciaries" shall mean officers, directors, and members of the Association.

Section 6. "Lot" shall mean any plot of land shown on the recorded Final Plat for New Horizon Subdivision, Replat 3, which specifically includes thirty-six (36) lots. All Common Areas shall not be considered Lots.

Section 7. "Maintenance" shall mean the exercise of reasonable care to keep improvements and fixtures in the Common Area comparable to their original conditions, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.

Section 8. "Member" shall mean every person or entity who holds membership in the Association.

Section 9. "Mortgage" shall mean a conventional mortgage or deed of trust or a real estate contract of purchase.

Section 10. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust or the seller under a real estate contract.

Section 11. "Owner" shall mean and refer to:

- (a) The record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the New Horizon Subdivision, but excluding those having such interest merely as security for the performance of an obligation or as an encumbrance upon the interest of the beneficial Owner, and
- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the seller retains title solely as security for the performance of the purchaser's obligation under the contract.

Section 12. "Subdivision" and/or "New Horizon Subdivision" shall mean the subdivided real property hereinbefore described, including the Lots and Common Area, and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

## **ARTICLE TWO MEMBERSHIP IN ASSOCIATION – VOTING RIGHTS**

Section 1. Every Owner of a Lot shall be a Member of the Association; membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 2. The Association shall have two classes of voting Members as follows:

**Class A.** Class A Members shall be all Owners with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they may determine among themselves. If the owners of a Lot cannot agree on how to vote, then the eldest owner of the Lot shall cast the controlling vote. In no event shall more than one vote be cast with respect to any Lot owned by Class A Members.

**Class B.** The Class B Member shall be Declarant, who shall be entitled to exercise fifty (50) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the Declarant sells or otherwise transfers its ownership interest in a Lot; however, Declarant shall remain a Class B Member for any Lot it continues to own, even after the development of New Horizon Subdivision is complete.

**ARTICLE THREE  
ASSESSMENTS**

Section 1. Lien and Personal Obligation of Assessments. The Declarant hereby covenants for each Lot and for each Owner of any Lot, by acceptance of a deed therefore or by entering into a contract for the purchase thereof, whether or not it shall be so expressed in such deed or in such contract for the purchase thereof, that it is, and shall be, deemed to covenant and agree to pay to the Association, if the Association so desires: (1) annual assessments for the Lot, (2) monthly assessments for townhomes, and (3) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual, monthly, and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of Assessments. The above-referenced assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the Subdivision. Funds derived from the assessments shall be used as determined by the Association for the following purposes:

- (a) Maintenance, repair, upkeep, and general operation of all Common Areas.
- (b) Acquisition of furnishings, equipment, and/or personnel for any Common Areas, if desired by the Association.
- (c) Insurance covering the full insurable replacement value of any Common Areas or facilities with extended coverage, as deemed necessary by the Association.
- (d) Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the family, guests, invitees, or tenants of any Owner, arising out of their occupation and/or use of any Common Areas or facilities, or arising out of the Association's errors and omissions with respect to snow removal and/or the Maintenance and upkeep of the lawns, lawn sprinkler systems, and/or Common Areas.
- (e) Workmen's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Association.
- (f) A standard fidelity bond covering all Fiduciaries of the Association and all other employees of the Association in an amount to be determined by the Association.

- (g) Maintenance, mowing and upkeep of the yards on the Lots with the townhomes, which shall include the following responsibilities:
- (i) The Maintenance of the lawns for each Lot, including normal lawn care such as watering and cutting grass, trimming of trees, and weed, insect and disease control, but specifically excluding the care of flowers, plants, trees, shrubs, hedges, and/or weed control within three feet of the Owner's residence which shall be the responsibility of the Lot Owner. Incidental thereto, the Association shall maintain and repair a lawn sprinkler system throughout the yards of all Lots with the townhomes for the purpose of watering lawns; the Owner shall pay for the water utility service associated with such use; each Owner shall pay for the installation of a lawn sprinkler system in the yard of his or her Lot, to the extent one is not installed during initial construction of the residence on the Lot.
  - (ii) The removal of the natural accumulations of snow and ice from all sidewalks (both private and public), including all stoops and porches, walkways and from all driveways, once the snow and/or ice accumulation totals one (1) inch or more, all within a reasonable amount of time. However, it shall not include snow removal at rear of home on patio or decks.
  - (iii) The spraying of chemicals and/or fertilizer on the yards of each Lot and around the exterior perimeters of all residences in the New Horizon Subdivision to control the proliferation of insects, bugs, mosquitoes, rodents, and other pests.
  - (iv) The Maintenance and repair of all Common Areas and Common Area improvements.
- (h) Any other materials, supplies, furniture, labor, services, Maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration, the Articles of Incorporation, and/or Bylaws of the Association, or which shall be necessary or proper in the opinion of the Association for the operating of any Common Areas or facilities, for the Maintenance and upkeep of the yards on the Lots in the New Horizon Subdivision, for the benefit of Lot Owners, or for the enforcement of these restrictions.
- (i) In the event the need for any Maintenance or repair mentioned in this section is attributable to the willful or negligent act of the Owner of a Lot, or of his or her family, guests or invitees, the cost of such Maintenance or repairs shall be added to and become a part of the assessments to which such Lot is subject.



- (j) To cover the Association's share of expenses resulting from the Post Construction Stormwater Management Plan Maintenance Agreement and Easement, as recorded as Document Number 2020-13868 of the Pottawattamie County Recorder.

Section 3. Maximum Annual and Monthly Assessments. The Members of the Association by majority vote of all available votes of the Members shall set a maximum amount for the annual and monthly assessments, which the Members may adjust throughout the year, as determined by majority vote of all available votes of the Members to adjust such amount. The Board of Directors of the Association may fix the annual and monthly assessments at an amount not in excess of the maximum set by the Members.

Section 4. Special Assessments for Capital Improvements. In addition to the annual and monthly assessments authorized above, the Association may levy in an 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, including fixtures and personal property related thereto, on any Common Area, or on any Lot if such improvement is for the collective benefit of the Members and not just for the particular advantage of the Owner of the Lot. This specifically includes any costs and expenses associated with the Post Construction Stormwater Management Plan Maintenance Agreement and Easement, as recorded as Document Number 2020-13868 of the Pottawattamie County Recorder. Any such assessment must be approved by a majority vote of all available vote of the Members, and approved by the Board of Directors of the Association.

Section 5. Notice and Quorum for Action Authorized Under Section 3 and 4; Written Consent. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all Members not less than ten (10) nor more than sixty (60) days in advance of such meeting. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, fifty-one percent (51%) of all available votes entitled to be cast by the Members shall constitute a quorum for any action except as otherwise provided herein. Once a quorum is present, except as otherwise stated herein, action may be taken by majority vote of all available votes of the Members by those Members present and entitled to cast a vote, or of proxies present and entitled to cast a vote. Approval of such assessments can also be done without a meeting by written consent of a sufficient number of the votes of Members in accordance with the Association's Bylaws.

Section 6. Uniform Rate of Assessment. The annual, monthly, and special assessments must be fixed at a uniform rate for all Lots, unless otherwise stated in the assessment. The authorized Fiduciaries shall have the right to assess monthly assessments at different rates for the Owners if the costs associated with maintaining their townhomes differ.

Section 7. Commencement and Collection of Assessments. Any annual, monthly, and/or special assessments provided for herein shall commence as to all Lots following a determination by majority vote of all available votes of the Members that such assessments shall begin. The authorized Fiduciaries of the Association shall fix the amount of the assessments against each Lot as provided above. Unless otherwise approved by the Board of Directors of the Association, all assessments shall be due within thirty (30) days of being invoiced to the Members.

Notice of the assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an authorized Fiduciary of the Association, setting forth whether the assessment against a specific Lot has been paid.

**Section 8. Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid by its due date shall be deemed in default and shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or may foreclose the lien against the property. Any interest, legal fees, and costs of collection associated with filing a lien, taking legal action against an Owner, and/or foreclosing a lien due to nonpayment of an assessment shall be added to the cost of the Owner's assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of any Common Areas or facilities, or by abandonment of his or her Lot.

**Section 9. Subordination of Assessment Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, first deed of trust, or other initial purchase money security device, and the holder of any first mortgage, first deed of trust, or other initial purchase money security device, on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage, first deed of trust or initial purchase money security device thereon is in default, if the Association's Board of Directors determines that such lien has no value to the Association. No Mortgagee shall be required to collect any assessments due. The Association shall have the sole responsibility to collect all assessments due.

#### **ARTICLE FOUR PROPERTY RIGHTS**

**Section 1. Owner's Easement of Enjoyment.** Every Owner of a Lot shall have a right and easement of enjoyment in and to any Common Areas or facilities which shall be appurtenant to and shall pass with the title to such Lot, subject to the following rights of the Association:

- (a) The right to suspend the right of use of any Common Areas or recreational facilities and the voting rights of any Owner for periods during which assessments against a Lot remain unpaid, and the right, after hearing before the Board of Directors of the Association, to suspend such rights for a period not exceeding sixty (60) days for any infraction of the published rules and regulations of the Association.
- (b) The right to dedicate or transfer all or any part of any Common Areas or facilities to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless a Member and/or Members holding a majority of the outstanding votes execute an instrument agreeing to such dedication or transfer.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by the bylaws, each Owner may delegate his right of enjoyment in and to any Common Areas and facilities to the Members of his or her family, guests, tenants, and invitees.

Section 3. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent Lots (and between each Lot and any portion or portions of any Common Areas or facilities adjacent thereto) for any encroachment due to the unwilful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this Declaration. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an Owner.

Section 4. Other Easements and Party Walls.

- (a) Easements for installation and Maintenance of utilities and drainage facilities are shown on the recorded New Horizon Subdivision plat. In addition to the right of use thereof by the utilities, any cable television franchisee of the City of Council Bluffs is also granted the right to install and maintain its lines and equipment in such easements. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and Maintenance of utilities, or which may damage, interfere with, or change the direction or flow of drainage facilities in the easements.
- (b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations and cable television companies, their employees and contractors, and shall also be open and accessible to Declarant, its successors, and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.
- (c) Each wall which is built as a common wall separating two dwelling units of a townhome constructed in the New Horizon Subdivision shall constitute a party wall (or a wall in common), and the provisions of Chapter 563 of the Code of Iowa regarding walls in common shall apply thereto.

Section 5. Right of Entry. The Association, through its duly authorized employees and contractors, shall have the right, after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour on any day to perform such Maintenance or repair as may be authorized herein.

Section 6. Partition. There shall be no judicial partition of any Common Area, nor shall Declarant, or any Owner, or any other person acquiring any interest in the New Horizon Subdivision or any part thereof, seek judicial partition thereof.

## **ARTICLE FIVE RESTRICTIONS AND COVENANTS**

The New Horizon Subdivision shall be occupied and used only as follows:

Section 1. Each Lot shall be used as a residence for a single family and for no other purpose; however, an Owner may use a portion of his or her residence for an office, provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner. Lot Owners shall be allowed to lease residences within the Subdivision, so long as such residence is used for residential purposes.

Section 2. Except as allowed in the preceding section, no business of any kind shall be conducted on any residence, with the further exception of the business of Declarant or the transferees of Declarant in developing all of the Lots as provided in Section 11 hereinafter.

Section 3. No noxious or offensive activity, annoyance, or nuisance shall be carried on in or on any Lot and/or Common Area, with the exception of the business of Declarant or the transferees of Declarant in developing all of the Lots as provided in Section 11 hereinafter.

Section 4. No sign of any kind shall be displayed to public view on a Lot or any Common Area or facility without the prior written consent of the Association, except customary name and address signs, and lawful signs of not more than five (5) square feet in size advertising a property for sale or rent, and except for signs used by Declarant or the transferees of Declarant in developing all of the Lots as provided in Section 11 hereinafter.

Section 5. Nothing shall be done or kept on any Lot or on any Common Area or facility which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on his or her Lot or on any Common Area or facility which would result in the cancellation of insurance on any residence or on any part of any Common Area or facility, or which would be in violation of any law.

Section 6. No animals, livestock, poultry, or reptiles of any kind shall be raised, bred, or kept on any Lot or on any Common Area or facility. However, dogs, cats, or other normal household pets which do not weigh more than thirty (30) pounds for any one (1) pet may be kept on Lots subject to such rules and regulations of the City of Council Bluffs, so long as they are not kept, bred, or maintained for commercial purposes, and provided that they are kept on leashes whenever outside or contained within an invisible fence which has been preapproved by the Board of Directors of the Association. The thirty (30) pound weight limitation for a household pet shall not apply to any service animals. Each owner is responsible for cleaning up after his or her pets, including the removal of stools left by the pets when being walked. No dog runs of any kind shall be allowed.

Section 7. No debris, rubbish, trash, garbage, or other waste material shall be kept or permitted on any Lot or on any Common Area or facility except in sanitary containers located in appropriate areas concealed from public view. No excess or unused building material shall be kept, stored, or otherwise maintained on any Lot in a location within public view, other than for use connected with approved or permitted construction.

Section 8. Unless prior written approval of the Board of Directors of the Association is obtained, no fence or other dividing instrumentality shall be construed or maintained on any Lot in the New Horizon Subdivision. Invisible fencing for animals may be installed at the Owner's expense and with the prior written approval of the Board of Directors of the Association.

Section 9. No outbuilding, tent, shack, detached garage, trailer, shed, or temporary building of any kind shall be constructed or maintained on any Lot.

Section 10. Nothing shall be altered in, constructed on, or removed from any Common Area or facility except with the written consent of the Association.

Section 11. Declarant or the transferees of Declarant shall undertake the work of developing all Lots included within the New Horizon Subdivision. The completing of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the New Horizon Subdivision as an ongoing residential community. In order that such work may be completed and the New Horizon Subdivision be established as a fully occupied residential community, nothing in the Declaration shall be understood or construed to:

- a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the New Horizon Subdivision owned or controlled by Declarant, Declarant's transferees, or their representatives, whatever they determine may be reasonable necessary or advisable in connection with the completion of such work.
- b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from any constructing or maintaining on any part or parts of the New Horizon Subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the New Horizon Subdivision as a residential community, and the disposition of Lots by sale.
- (c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the New Horizon Subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, the business of completing such work, of establishing the Subdivision as a residential community, and of disposing of Lots by sale.

- (d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale of New Horizon Subdivision Lots.

Section 12. No exterior television or radio antenna or disc of any sort shall be permitted on any Lot, unless the same has been approved by the Board of Directors of the Association. No tree houses, tool sheds, doll houses, windmills, or similar structures shall be permitted on any Lot.

Section 13. No house, building, fence, wall, or other structure shall be commenced, erected or maintained, upon any Lot within the New Horizon Subdivision, nor shall any exterior addition or change or alteration therein be made, nor shall any trees, shrubs, or plants be planted or maintained upon any Lot within the New Horizon Subdivision, until the plans and specifications therefor showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, and in relation to other trees, shrubs and plants, by the Declarant. Failure of the Declarant to act on such plans as submitted within forty-five (45) days after the date of submission shall be deemed to be approval of such plans, and the Owners may proceed in accordance with such plans and specifications.

Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the construction may be required of the applicant at the discretion of the Declarant. Submittals for approval shall be made in duplicate and the components and actions of Declarant will be identically marked on both copies of the submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Declarant, and the Association as the Declarant's successor. Each applicant shall submit to the Declarant the following documents, materials and/or drawings:

- 1) Site plans indicating specific construction or improvements and indicating Lot number, street address, grading and surface drainage; and
- 2) Complete construction plans, including, but not limited to, floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

After the construction of the original structure on each Lot, no change to exterior appearances of the structure, appurtenances (decks, patio, wall or exterior landscaping) shall be permitted without the prior written approval of the Declarant. Appropriate documentation will be required by the Declarant for proposed changes after the original construction is completed. After the New Horizon Subdivision has been fully developed, all approvals required by this section will be the responsibility the Board of Directors of the Association, as provided in Article XI, Section 2 below.

Section 14. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck over one (1) ton capacity, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in a garage) for more than seven (7) days within a calendar

year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis for the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this section 14 shall not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Council Bluffs, Iowa. All garage doors must be closed when not in use.

Section 15. No incinerator, trash burner or fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be stored or be permitted to remain outside 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 unless approved by the Board of Directors of the Association, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. No produce or vegetable gardens shall be permitted in the yards of any Lot.

Section 16. 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 17. No external swimming pool or external hot tub may be constructed or maintained on any Lot.

Section 18. Driveway and driveway approaches on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlying a driveway will be permitted.

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

Section 20. All townhomes constructed within the New Horizon Subdivision shall have a minimum finished living area of at least 1,200 sq feet; however, this is subject to adjustment of up to ten percent (10%) by Declarant at its sole discretion:

- a) The phrase "finished living area" as used in this section shall include all space on the first floor of the townhome enclosed and finished for all-year occupancy computed on outside measurement of the residence. The term shall not include any basement, garage, porch or attic, finished or unfinished. "Basement" means a lower level that is more than 50% below grade. No structure erected on any lot shall be more than one story in height, unless consented to in writing by the declarant or its designee.

Section 21. No exterior Christmas lights or decorations may be erected or maintained on any of the Lots, except during a sixty (60) day period beginning on November 15th of each calendar year.

Section 22. No playground equipment, swing-sets, or trampolines shall be maintained on any Lot.

**ARTICLE SIX  
OWNER'S OBLIGATION TO REPAIR AND MAINTAIN**

Except as otherwise provided in this Declaration, each Owner shall, at his or her sole cost and expense, repair, maintain, and restore the exterior appearance of his or her premises and the improvements situated thereon, keeping the same in a condition comparable to the condition of such premises at the time of its initial construction, excepting only normal wear and tear. In the event an Owner of any Lot in the New Horizon Subdivision shall fail to do so in a manner satisfactory to the Board of Directors of the Association, then the Association, after approval by majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the residence and any other improvements erected thereon. The cost of such repair, Maintenance, or restoration shall be added to and become part of the assessment to which such Lot is subject by this Declaration.

**ARTICLE SEVEN  
OWNER'S OBLIGATION TO REBUILD**

If all or any portion of a residence or other structure on any Lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence or other structure in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within nine (9) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

**ARTICLE EIGHT  
INSURANCE**

The Association shall purchase and provide general liability coverage insurance in such amounts as shall be determined from time to time by the Board of Directors of the Association for the Common Area and Common Area Improvements. The Association may provide liability coverage insurance for the Fiduciaries of the Association. In addition, the Association may purchase such additional insurance against other hazards which may be deemed appropriate by the Association or its authorized Fiduciaries.

Each Owner shall be responsible for obtaining their own homeowners insurance for both the interior and exterior of their home, and on the contents, as well as their decorations, furnishings and personal property therein and any personal property stored elsewhere on the New Horizon Subdivision. In addition, each Owner shall purchase insurance to insure against his or her personal liability and loss or damage by fire or other hazards.



The Association will not insure the personal property of the individual Owners as this is the responsibility of the Owners.

The Association may, after the entire project is sold out, insure the exterior of each duplex townhome with a replacement cost, multi-peril policy with a deductible limit as determined by a majority vote of the Board of Directors of the Association.

#### **ARTICLE NINE ACCESS**

The Association, its Fiduciaries, officers, employees and agents, and contractors and repairmen designated by the Association, shall have the right to go on any Lot for the purpose of performing Maintenance and repair, making inspections and performing the duties of the Association hereunder, and the Association is hereby granted a specific easement for such purposes.

#### **ARTICLE TEN EASEMENTS**

Section 1. There are hereby reserved in favor of the Owners, their families, guests, invitees and servants, a non-exclusive easement to use, in common with others entitled to similar use, any and all of the Common Areas and Common Area Improvements existing from time to time in the New Horizon Subdivision, subject to such reasonable and uniformly applied rules and regulations as the Association may establish from time to time with respect to such use.

Section 2. There are hereby reserved in favor of and granted to the Owners, nonexclusive easements under, through and across the Common Area for sewers, electricity, television, water, telephone and all other utility purposes, including the right to use of any such existing systems, structures, mains, sewers, conduits, lines, and other public utilities and service facilities. The grantee of such easement shall bear all costs related to the use of the easement and shall repair to the original specifications any damage to the Common Area resulting from such use, provided the costs of maintaining and repairing common storm drains, utility lines, sewers and other service facilities are expenses in accordance with Article Three.

Section 3. There hereby is reserved in favor of the Owners and their tenants, agents, and invitees, and the agents and invitees of such tenants, a nonexclusive easement to use, free of charge, in common with others entitled to similar use, any and all of the sidewalks existing from time to time within the Common Area. There hereby is further reserved in favor of the Association, its agents and contractors, the right to enter upon each Lot from time to time for the purpose of construction, repairing and maintaining the sidewalks in the event the Owner fails to provide for such construction, repair, or Maintenance.

Section 4. Individual Owners are responsible to obtain permission to access any other Owner's property including the side, front, and back lawns. Without express permission, said property is off limits.

## **ARTICLE ELEVEN ARCHITECTURAL CONTROL**

Section 1. Appointment. The Board of Directors of the Association is appointed as the governing body to exercise architectural control within New Horizon Subdivision.

Section 2. Power and Duties. Once the Declarant has fully developed the Subdivision and has turned control of these decisions over to the Association, no building, fence, wall, or other structure shall be commenced, erected or maintained, upon any Lot within the New Horizon Subdivision, nor shall any exterior addition or change or alteration therein be made, nor shall any trees, shrubs, or plants be planted or maintained upon any Lot within the New Horizon Subdivision, until the plans and specifications therefor showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, and in relation to other trees, shrubs and plants, by the Board of Directors of the Association. Failure of the Board of Directors of the Association to act on such plans as submitted within forty-five (45) days after the date of submission shall be deemed to be approval of such plans, and the Owners may proceed in accordance with such plans and specifications.

Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the construction may be required of the applicant at the discretion of the Board of Directors of the Association. Submittals for approval shall be made in duplicate and the components and actions of the Board of Directors of the Association will be identically marked on both copies of the submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Association. Each applicant shall submit to the Board of Directors of the Association the following documents, materials and/or drawings:

- 1) Site plans indicating specific construction or improvements and indicating Lot number, street address, grading and surface drainage; and
- 2) Complete construction plans, including, but not limited to, floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

After the construction of the original structure on each Lot, no change to exterior appearances of the structure, appurtenances (decks, patio, wall or exterior landscaping) shall be permitted without the prior written approval of the Board of Directors of the Association. Appropriate documentation will be required by the Board of Directors of the Association for proposed changes after the original construction is completed.

## **ARTICLE TWELVE GENERAL PROVISIONS**

Section 1. Enforcement. Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this

Declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The enforcement of these restrictions and covenants shall be by proceedings at law or in equity against any Owner violating or attempting to violate any provisions hereof. Such proceedings may be to restrain such violation and/or to recover damages. If any action is brought in any court to enforce the terms or provisions of any of these covenants and restrictions, or to collect any unpaid charge, due, assessment, interest, or collection costs, or to foreclose any lien, against any Owner, then the Declarant, Association, or Owner, instituting such proceeding shall be entitled to an award of all costs and fees (including reasonable attorney fees) incurred in connection with such proceeding against the Owner violating these covenants and restrictions, if the party instituting the proceeding is successful.

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. Amendments. This Declaration may be amended by duly recording an instrument executed and acknowledged by not less than fifty-eight percent (58%) of all available votes of the Members.

Section 4. Subordination. No breach of any of the conditions herein contained, or reentry by reason of such breach, shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the New Horizon Subdivision or any Lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

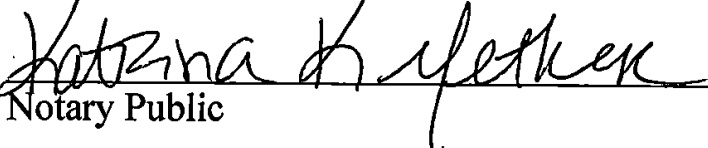
Section 5. Duration. Pursuant to Iowa Code §614.24, these covenants and restrictions are valid and binding for a period of twenty-one (21) years from the date they are recorded with the office of the Recorder of Pottawattamie County, Iowa. These covenants and restrictions do not automatically renew. These covenants and restrictions may be extended pursuant to Iowa Code §614.24 by filing a verified claim with the office of the Recorder of Pottawattamie County, Iowa prior to their expiration.

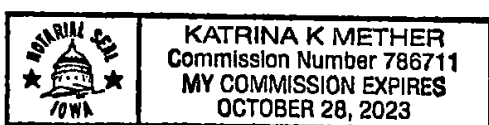
EXECUTED at Council Bluffs, Iowa on this 15 day of December, 2021.

  
By: John H. Jerkovich, Member  
Title: Bluffs Homes LLC  
"Declarant"

STATE OF IOWA, COUNTY OF POTTAWATTAMIE

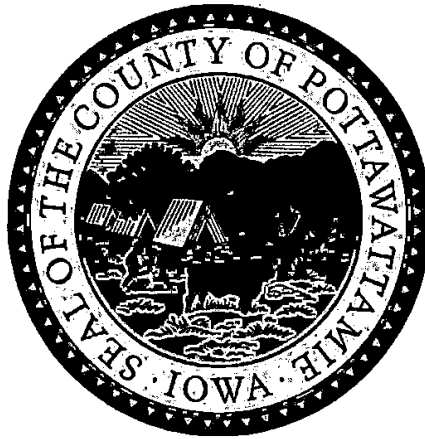
This record was acknowledged before me this 15 day of December, 2021 by John H. Jerkovich as Member of Bluffs Homes LLC.

  
Notary Public



# Pottawattamie County Auditor's Certification Of Subdivision Name Approval

MELVYN J. HOUSER  
POTTAWATTAMIE COUNTY AUDITOR  
AND ELECTION COMMISSIONER  
P. O. BOX 649  
COUNCIL BLUFFS, IOWA 51502-0649



Real Estate Division  
Phone (712) 328-5700  
FAX (712) 328-4740

I, Melvyn J. Houser, Auditor of Pottawattamie County, Iowa, or designee, do hereby certify that the subdivision name of the attached platting is unique within Pottawattamie County and is hereby approved.

Name of new subdivision:

**NEW HORIZON SUBDIVISION REPLAT 3**

*Melvyn J. Houser*

10/22/2021

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Signed

Date