

Prepared by: Angela Weatherhead, Porter, Tauke & Ebke, PO Box 457, Council Bluffs (712)322-5588

**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF THE TIBBLES ESTATES SUBDIVISION, A SUBDIVISION IN THE
CITY OF CARSON, POTTAWATTAMIE COUNTY, IOWA**

THIS DECLARATION, made on the date hereinafter set forth, is made by Carroll Tibbles, an Individual, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the Manager of Tibbles Estates, L.L.C., the owner of certain real property located within Pottawattamie County, Iowa and is described as follows:

Lots 2 through 13, and Lots 15 through 36,
Tibbles Estates Subdivision, City of Carson, Pottawattamie County, Iowa.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

Lot 1 and Lot 14, Tibbles Estates Subdivision, City of Carson, Pottawattamie County, Iowa, shall not be covered by these restrictive covenants; however the easements set forth in Article III shall apply.

The Declarant desires to provide for the preservation of the values and amenities of the TIBBLES ESTATES SUBDIVISION, as well as for the maintenance of the character and residential integrity of the TIBBLES ESTATES SUBDIVISION.

NOW THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots are, and each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for Single Family Residences. (R-1 District)
2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboards, dog house, pool house, mail boxes, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any improvement be commenced, except for improvements which have been approved by the Declarant or Declarant's appointee, which shall be the Tibbles Estates Homeowners Association LLC, as follows:
 - a. An Owner desiring to erect an improvement on any Lot shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with the submission of the plans, the Owner shall notify the Declarant of the Owner's mailing address.
 - b. Declarant shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by the Declarant. In this regard, the Declarant intends that the Lots shall be a developed residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If the Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring lots as a quality residential community, the Declarant may refuse approval of the proposed Improvement.
 - c. Written notice of any approval of a proposed Improvement shall be mailed to the Owner at the address specified by the Owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by the Declarant.
 - d. No Lot Owner, or combination of Lot Owners, or other person or persons shall have any right to any action by the Declarant, or to control, direct or influence the acts of the Declarant with the respect to the approval or disapproval of any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Declarant by virtue of the authority granted to the Declarant in this Section, or as a result of any act or failure to act by the Declarant with respect to any proposed Improvement.

3. No part of any residence, except as hereinafter provided, may be erected or maintained on any of the Lots nearer to the front street right-of-way ("R.O.W.") than fifty (50) feet, nor nearer to the side Lot line than twenty-five (25) feet. Provided, however, that the Declarant or its designee 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, so long as the change conforms to the City of Carson, Iowa Zoning Code.

4. a. Residences designed for construction on Lots in the TIBBLES ESTATES SUBDIVISION will be required to have the following minimum square footage; to-wit:

- (1) One Story Residences: 1,850 square feet of finished living area will be required on the ground level.
- (2) One and One-half Story Residences: 2,100 square feet of finished living area will be required above the basement level with at least 1,400 square feet of finished living area required on the first floor.
- (3) Two Story Residences: 2,400 square feet of finished living area will be required above the basement level, with at least 1,200 square feet of finished living area required on the first floor.
- (4) Bi-Level and Split-Level and Split-Entry Residences: 2,000 square feet of finished living area will be required, with at least 1,500 square feet of finished living area required on the first floor.

b. The phrase "finished living area" as used in this Section shall include in all cases areas on the first and second floor of the Residence enclosed and finished for all-year occupancy computed on the outside measurement of the Residence. The term shall not include any area in any basement, garage, porch or attic finished or unfinished. No Residence erected on any Lot shall be more than two stories in height, unless consented to in writing by the Declarant, or its designee. The Declarant, or its designee, shall have or 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.

c. Each Residence shall include at least an attached two-car garage.

5. No single-family residence shall be created, altered, placed or permitted to remain on any Lot, other than one detached single-family dwelling, which does not exceed two and one-half stories in height.

6. The exposed front foundation walls and any exposed foundation walls facing any street must be constructed of material approved by the Declarant or its designee. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of

concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with materials approved in writing by the Declarant or its designee. The roof of all Improvements shall be covered with simulated shakes, wood cedar shakes or 35 year rated shingles of not less than 310 pounds in weight, or other material approved by the Declarant or its designee.

7. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except for one sign per Lot of not more than six (6) square feet advertising a lot as "For Sale".

8. No exterior television or radio antenna, satellite receiving dish in excess of twenty-four (24) inches in diameter, or exterior solar heating or cooling device of any sort shall be permitted on any Lot.

9. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

10. No boat, recreational vehicle, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicles may be parked or stored outside of any Lot, except vehicles driven on a regular basis by 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 10 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other improvements 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 Zoning Code of the City of Carson, Iowa.

11. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cuttings shall be deposited on any street, road or Lot. No clothesline shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear yards upon the written approval of the Declarant or its designee.

12. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity so as not to disturb the residents of adjacent Lots.

13. All fences and landscaping must be approved by the Declarant or its designee.

14. No above ground swimming pools shall be allowed.

15. Construction of any Improvement on any Lot shall commence not later than thirty-six (36) months after the initial conveyance of title from the Declarant to the Lot Owner. This period of thirty-six (36) months shall be binding upon subsequent purchasers of any Lot, and shall run from the initial conveyance from the Declarant and shall not be extended without the written consent of the Declarant or its designee. If construction is not commenced within thirty-six (36) months after the initial conveyance of title from the Declarant, then the Declarant shall have the right, at its option, to repurchase the Lot from the Lot Owner for the original price the Lot Owner paid to the Declarant for the original purchase, less ten percent (10%) of the total original purchase price. Declarant may exercise this option at any time after the expiration of thirty-six (36) months from the date of the initial conveyance of title from the Declarant so long as construction has not commenced. Additionally, the Declarant shall have the first right of refusal to purchase any Lot if the Lot Owner decides to sell such Lot within the thirty-six (36) months following the initial conveyance from the Declarant. During this period, the Lot Owner shall give the Declarant immediate written notice of any accepted offer to purchase the Lot, and the Declarant shall have thirty (30) days after the date of the notice to exercise its first right of refusal to purchase the lot within the thirty (30) day period. If Declarant does not exercise its right to purchase the lot within the specified time period, then this right shall terminate and the Lot Owner may proceed to sell the Lot pursuant to the prior accepted offer. All options and first rights of refusal hereunder shall terminate upon completion of the residence on the Lot.

16. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation for construction of the Improvement. No excavation dirt shall be spread across any Lot in such fashion as to materially change the grade or contour of any Lot.

17. Driveway approaches shall be constructed of concrete, brick or material acceptable to the Declarant or its designee. Should repair or replacement of such approach be necessary, then the repair or replacement shall also be of concrete, brick or material acceptable to the Declarant. No asphalt overlay of driveway approaches shall be permitted.

18. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for a dog house; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by the Declarant or its designee. Dog houses shall only be allowed adjacent to the rear of the building, concealed from public view. No dog runs or kennels may be constructed or installed on any Lot without the written permission of the Declarant or its designee. The plans, proposed site location and materials to be used in the construction of the dog runs or kennels shall be provided to the Declarant or its designee for the Declarant's or the designee's review. The number of animals that are allowed on each Lot shall be determined by the City of Carson, Iowa, Ordinances.

19. Any exterior air-conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation shall be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees shall be maintained on any Lot so as to constitute an actual or

public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

20. If a person, persons or entity owns two (2) adjoining Lots, then the owner(s) are still subject to the Lot line setbacks on each Lot and cannot treat the adjoining Lots as a single Lot unless the owner(s) receive a lot line adjustment from the City of Carson or Pottawattamie County.

21. No structure of a temporary character, carport, trailer, basement, storage shed, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. Pool and bath houses may be approved by the Declarant or its designee as an Improvement, pursuant to Paragraph 2 of this Article. No structure or dwelling shall be moved from outside TIBBLES ESTATES SUBDIVISION to any Lot without the written approval of the Declarant or its designee.

22. No water wells may be dug or drilled on any Lot that is served by the City of Carson municipal water system. If municipal water supply is not available to any Lot, the Owner shall submit to the Declarant or its designee the plans and specifications, including the location of the proposed well and the Declarant or its designee shall have the authority to approve said location and the plans and specifications for the proposed well. No well may be dug or drilled without the Declarant's or the designee's expressed written permission.

23. No Lot shall be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner or Owners of any Lot or any resident thereof.

ARTICLE II. HOMEOWNER'S ASSOCIATION

1. The Association. The Declarant has caused the organization of the TIBBLES ESTATES HOMEOWNERS ASSOCIATION LLC, an Iowa limited liability company, (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the TIBBLES ESTATES SUBDIVISION, including the following:

a. While the Declarant does not intend to provide common facilities, the Association may in the future acquire, construct, landscape, improve, equip, maintain, operate, repair, keep up and replace Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include playgrounds and parks; dedicated and non-dedicated roads, paths, ways, mailboxes, docks, entry areas and green areas, and signs and entrances for the TIBBLES ESTATES SUBDIVISION. Common Facilities may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, or on public property.

b. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of any Common Facility.

c. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of the TIBBLES ESTATES SUBDIVISION; and the protection and maintenance of the residential character of the TIBBLES ESTATES SUBDIVISION.

2. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments"). Except as otherwise specifically provided, the dues and assessments shall be fixed by the Association and shall be payable at the times and in the manner prescribed by the Association.

3. Abatement of Dues and Assessments. Notwithstanding any other provisions of this Declaration, the Association may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant or sold by the Declarant to a contractor for future construction of a home.

4. Liens and Personal Obligations for Dues and Assessments. The dues and assessments, together with interest thereon, costs and reasonable attorney's fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorney's fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

5. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

6. Declarant's Lots. Notwithstanding the above requirements regarding the payment of assessments, lots owned by the Declarant and held for sale shall not be subject to the payment of any assessments until they are sold.

ARTICLE III.
EASEMENTS

1. A perpetual license and easement is hereby reserved for the installation and maintenance of any and all utilities on, over, through, under and across a ten (10) foot wide strip of land along the front boundary line of each Lot and a five (5) foot wide strip of land along the side boundary lines of each Lot.
2. A perpetual license and easement is hereby reserved for the installation and maintenance of any and all utilities on, over, through, under and across a thirty (30) foot wide strip of land along the East boundary line of Lot 14 and along the West boundary line of Lot 15.
3. A perpetual license and easement is hereby reserved for the installation and maintenance of a drainage easement on, over, through, under and across a twenty-five (25) foot wide strip of land along the North boundary line of Lot 6 and along the South boundary line of Lot 23.
4. A perpetual license and easement is hereby reserved for the installation and maintenance of a drainage easement on, over, through, under and across a ten (10) foot wide strip of land along the East boundary line of Lot 9 and along the West boundary line of Lot 8.
5. A perpetual license and easement is hereby reserved for the installation and maintenance of a drainage easement on, over, through, under and across a twenty (20) foot wide strip of land along the West boundary line of Lot 36.
6. Street Lots A and B as shown on the Tibbles Estates Subdivision Final Plat are hereby dedicated to the City of Carson for Street Right-of-Way purposes.
7. Any other easements as shown on the final plat of the TIBBLES ESTATES SUBDIVISION.

ARTICLE IV
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any Owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant 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.
2. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date of recording this document. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than 90% of the

Lots covered by this Declaration. Easements contained herein shall not be amended unless they are amended by agreement of all parties concerned with the easement.

3. The Declarant, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status of Declarant. Upon such filing, the Tibbles Estates Homeowners Association LLC may appoint itself, another entity, or an individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

4. Invalidation of any covenant shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

ARTICLE V OUTLOT A

1. Outlot A is the lake and is for the private use and enjoyment of all residents of Tibbles Estates Subdivision. There shall be no construction of a dock on Outlot A except as provided for hereafter.

2. It is the intention of the Tibbles Estates Homeowners Association LLC (hereinafter "Association") to construct and maintain a community access dock located on the East side of the lake.

3. A perpetual license and easement is hereby reserved for the owner of Lot 33 to construct a private dock along the South boundary line of his Lot onto Outlot A, which said dock and easement shall be limited and restricted to fifteen (15) feet.

4. Prior to the Owner of Lot 33 constructing a dock, the owner shall obtain the approval of the Association by delivering to the Association a set of construction plans. Said plans shall include a description of type, quality, color and use of materials proposed for the construction of said dock. The Association shall review the plans in the same manner as set forth in Article I and either approve or disapprove the plans. The Owner of Lot 33 shall be responsible for construction and maintenance of his private dock. If the dock is not maintained, the Association shall notify the owner in writing that the private dock must be maintained and if repairs are not commenced within thirty (30) days, the Association shall make the repairs to the private dock and the cost of such repairs shall be treated as an assessment and lien against the owners of Lot 33 and the Lot itself.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 14 day of February, 2005.

DECLARANT: Tibbles Estates, L.L.C.

BY: Carroll Tibbles
Carroll Tibbles, Manager

STATE OF IOWA)
)SS.
POTTAWATTAMIE COUNTY)

On this 14th day of February, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Carroll Tibbles, to me personally known, who being by me duly sworn, did say that he is a Manager of the Declarant, Tibbles Estates, L.L.C., executing the foregoing instrument, that no seal has been procured by the Limited Liability Company; that the instrument was signed on behalf of the limited liability company, by authority of the limited liability company's members; and that he as the manager acknowledged execution of the instrument to be the voluntary act and deed of the limited liability company by it and by him voluntarily executed.

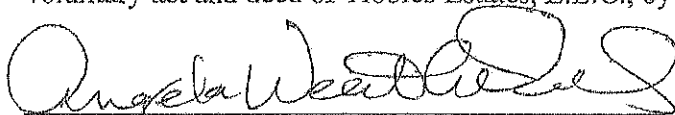
Angela Weatherhead
NOTARY PUBLIC



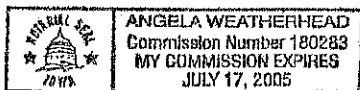
ACKNOWLEDGEMENT OF NOTARY

State of Iowa)
) ss
Pottawattamie County)

On this 22nd day of February, 2005, before me a Notary Public in and for said County and State, personally came Carroll Tibbles, and did say that he is the Manager of said Tibbles Estates, L.L.C., known to me to be the identical limited liability company whose name is affixed to the dedication of the Final Plat of Tibbles Subdivision, that he executed all copies of the final plat of Tibbles Subdivision, that all copies said final plat was signed on behalf of Tibbles Estates, L.L.C. by authority of its members and that said Carroll Tibbles, as Manager acknowledged the execution of all copies of said final plat to be the voluntary act and deed of Tibbles Estates, L.L.C., by it and by him voluntarily executed.



Angela Weatherhead, Notary Public



Pottawattamie County, IA 2012-005085
Recorder John Sciortino
Book-Page: 2012-005085
File Time: 04/09/2012 @ 10:26:03 AM
Rec-\$10.00 Aud-\$0.00 RMA-\$1.00 ECM-\$1.00
Current Transfer Tax Paid: \$0.00



R Fee 10.00

A Fee _____

T Tax _____

COMPARED

Prepared/Return: Angela Weatherhead, Porter Tauke & Ebke, PO Box 457, Council Bluffs IA 51502
(712) 322-5588

AMENDMENT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS OF THE TIBBLES ESTATES SUBDIVISION, A SUBDIVISION
IN THE CITY OF CARSON, POTTAWATTAMIE COUNTY, IOWA

This Amendment, made on the date hereinafter set forth, is made by Carroll Tibbles as Manager of Tibbles Estates, L.L.C., hereinafter referred to as the "Declarant".

Declarant is the owner of at least ninety percent (90%) of the Lots in the Tibbles Estates Subdivision, which are covered by the Covenants, Conditions, Restrictions and Easements, dated February 14, 2005 and recorded on February 23, 2005 in Book 105, Page 15484 of the Pottawattamie County Recorder's Office. Pursuant to Article I(3) and Article III(2), Declarant hereby amends the Covenants, Conditions, Restrictions and Easements of the Tibbles Estates Subdivision, a Subdivision in the City of Carson, Pottawattamie County, Iowa, in the following respects:

1. The twenty-five (25) feet side Lot line setback shall not apply to the Lot line between Lots 2 and 3, Tibbles Estates Subdivision.
2. The five (5) foot reservation for installation and maintenance of utilities along the Lot line between Lots 2 and 3 shall not apply. No utilities have been installed and the only party concerned with this easement is the Declarant, who has the authority to modify this easement.
3. If a person, persons or entity owns Lots 2 and 3, then the owner can treat these lots as a single Lot and the owner shall not be required to obtain a lot line adjustment from the City of Carson or Pottawattamie County.

In all other respects the Covenants, Conditions, Restrictions and Easements shall remain in full force and effect.

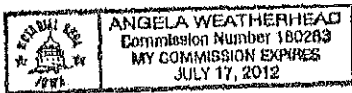
IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this 5th day of April, 2012.

DECLARANT: Tibbles Estates, L.L.C.

BY: Carroll Tibbles Manager
Carroll Tibbles, Manager

STATE OF IOWA)
) ss.
POTTAWATTAMIE COUNTY)

On this 5th day of April, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Carroll Tibbles, to me personally known, who being by me duly sworn, did say that he is the Manager of the Declarant, Tibbles Estates, L.L.C., executing the foregoing instrument, that no seal has been procured by the Limited Liability Company; that the instrument was signed on behalf of the limited liability company, by authority of the limited liability company's members; and that he as the Manager acknowledged execution of the instrument to be the voluntary act and deed of the limited liability company by it and by him voluntarily executed.



Angela Weatherhead
Notary Public



8 0 0 8 8 9 3
Tx:4007135

2012-13361

RECORDER JOHN SCIORTINO
POTTAWATTAMIE COUNTY, IA
FILE TIME: 09/10/2012 2:52:46 PM
REC: 10.00AUD: T TAX:
RMA: 1.00ECM: 1.00

R Fee 10.00

A Fee -

T Tax -

Prepared/Return: Angela Weatherhead, Porter Tauke & Ebke, PO Box 457, Council Bluffs IA 51502
(712) 322-5588

SECOND AMENDMENT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS OF THE TIBBLES ESTATES SUBDIVISION, A SUBDIVISION
IN THE CITY OF CARSON, POTTAWATTAMIE COUNTY, IOWA

This Second Amendment, made on the date hereinafter set forth, is made by Carroll Tibbles as Manager of Tibbles Estates, L.L.C., hereinafter referred to as the "Declarant".

Declarant is the owner of at least ninety percent (90%) of the Lots in the Tibbles Estates Subdivision, which are covered by the Covenants, Conditions, Restrictions and Easements, dated February 14, 2005 and recorded on February 23, 2005 in Book 105, Page 15484 of the Pottawattamie County Recorder's Office. Pursuant to Article IV, Article I(3) and Article III(2), Declarant hereby amends the Covenants, Conditions, Restrictions and Easements of the Tibbles Estates Subdivision, a Subdivision in the City of Carson, Pottawattamie County, Iowa, in the following respects:

1. Declarant is the owner of Lots 13 and 14, Tibbles Estates Subdivision. Lot 13 is hereby excluded from the above-referenced Covenants, Conditions and Restrictions; however the easements set forth in Article III shall apply with the exception that the 25 feet side Lot line setback shall not apply to the Lot line between Lots 13 and 14, Tibbles Estates Subdivision and the 5 foot reservation for installation and maintenance of utilities along the Lot line between Lots 13 and 14 shall not apply. No utilities have been installed and the only party concerned with this easement is the Declarant, who has the authority to modify this easement.
2. Article IV(2) shall be amended to state that Declarant can amend the above-referenced Covenants, Conditions, Restrictions and Easements covering any Lots that Declarant owns, whether or not he owns 90% of all the Lots located in Tibbles Estates Subdivision.

