

13088
INST #
RECORDING FEE 650
AUDITOR FEE
RMA FEE 100

COMPARED

FILED FOR RECORD
POTTAWATTAMIE CO. IA.

02 JAN -2 AM 10:11

JOHN SCIORTINO
RECORDER

Preparer Information: Richard A. Heininger, P.O. Box 249, Council Bluffs, IA 51502 (712) 328-1833
Name Address Telephone

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PELICAN COVE
A SUBDIVISION IN THE CITY OF COUNCIL BLUFFS,
POTTAWATTAMIE COUNTY, IOWA

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS is made under authority of Article Twelve, Section 3 by the Declarant, as less than twenty (20) lots have been sold in the development and less than three (3) years have elapsed from the date of the adoption of the initial Declaration of Covenants, Conditions and Restrictions.

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in Pottawattamie County, Iowa, more particularly described as follows:

Lots 13 through 40 and adjoining portions of Outlots A, B and C of Pelican Cove, a Subdivision in Council Bluffs, Pottawattamie County, Iowa.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of Pelican Cove, and for the Maintenance of the character and residential integrity of Pelican Cove.

ARTICLE ONE

The last sentence of Article Five, Section 13 is deleted in its entirety and the following is added in lieu thereof, to-wit:

"Construction of improvements must be completed within eighteen (18) months from the date of commencement of construction. 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, which consent shall not be unreasonably withheld. 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 Lot Owner paid to Declarant for the original purchase. 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 been commenced. Additionally, Declarant shall have the first right of refusal to purchase any Lot if the Lot Owner desires to sell such Lot within the thirty-six (36) month period following the initial conveyance from Declarant. During this period, Lot Owner shall give Declarant immediate written notice of any accepted offer to purchase the Lot,

L
UTG K2

COMPARED

and Declarant shall have ten (10) days after the date of the notice to exercise its first right of refusal hereunder, by tendering its offer to purchase to Lot Owner, on substantially the same terms and conditions of the prior accepted offer. If Declarant does not exercise this first right of refusal to purchase within the ten (10) day period, this right shall terminate and 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 construction of the residence on the Lot."

ARTICLE TWO

Article Eleven, Section 2 is amended by adding the following to the end of the first unnumbered paragraph of said Section 2, to-wit:

"Construction of improvements must be completed within eighteen (18) months from date of commencement of construction. 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, which consent shall not be unreasonably withheld. 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 Lot Owner paid to Declarant for the original purchase. 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 been commenced. Additionally, Declarant shall have the first right of refusal to purchase any Lot if the Lot Owner desires to sell such Lot within the thirty-six (36) month period following the initial conveyance from Declarant. During this period, Lot Owner shall give Declarant immediate written notice of any accepted offer to purchase the Lot, and Declarant shall have ten (10) days after the date of the notice to exercise its first right of refusal hereunder, by tendering its offer to purchase to Lot Owner, on substantially the same terms and conditions of the prior accepted offer. If Declarant does not exercise this first right of refusal to purchase within the ten (10) day period, this right shall terminate and 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 construction of the residence on the Lot."

COMPARED

ARTICLE THREE

Except as amended hereby, Declarant does hereby republish and affirm the Declaration of Covenants, Conditions, and Restrictions for Pelican Cove, a Subdivision in the City of Council Bluffs, Pottawattamie County, Iowa.

EXECUTED at Council Bluffs, Iowa on this 28th day of December, 2001.

"DECLARANT"

WEST MANAWA DEVELOPMENT COMPANY, INC.

By Herbert E. Andersen
HERBERT E. ANDERSEN

By William F. McVey
WILLIAM F. McVEY

By Edwin J. Leach
EDWIN J. LEACH

STATE OF IOWA)
) ss.
POTTAWATTAMIE COUNTY)

On this 28 day of December, 2001 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Herbert E. Andersen, William F. McVey and Edwin J. Leach to me personally known, who, being by me duly sworn, did say that they are all of the Directors of said Corporation executing the above and foregoing instrument; that said instrument was signed on behalf of said Corporation by authority of its board of directors; and that the said Herbert E. Andersen, William F. McVey and Edwin J. Leach as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by them voluntarily executed.



Gen. Hergell
NOTARY PUBLIC