

98-18276 Shoal Pointe

INST # 6660
RECORDING FEE 45.00
AUDITOR FEE —
RMA FEE —

FILED FOR RECORD
POTTAWATTAMIE CO. IA.

97 OCT 31 AM 9:25

JOHN SCIORTINO
RECORDER

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**AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SHOAL POINTE A SUBDIVISION
IN THE CITY OF CARTER LAKE, IOWA**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Shoal Pointe is made on this 16 day of March, 1997, by the Owners of Lots withing Shoal Pointe.

WITNESSETH:

WHEREAS, ninety (90%) percent of the Owners of the Lots within Shoal Pointe approved the following amendments to the original Declaration of Covenants, Conditions and Restrictions for Shoal Pointe, which are filed on record in the office of the Pottawattamie County Register of Deeds, Instrument No. 97-7444 (the "Declaration").

WHEREAS, this Amendment to the original Declaration and shall be filed against the following described real estate, to wit:

Lots 1 through 28, inclusive, Shoal Pointe a subdivision as surveyed, platted and recorded in Pottawattamie County, Iowa.

NOW, THEREFORE, in furtherance thereof, the Owners hereby adopt, declare and provide as follows:

**ARTICLE V
EXTERIOR MAINTENANCE**

Section 1 of Article V shall be amended in its entirety as follows:

98-18276

Section 1

- (c) Maintenance, repair, re-construction and replacement of the perimeter fencing, security gates and entrance monumentation.

**ARTICLE VII
ARCHITECTURAL CONTROL**

Article VII shall be amended in its entirety as follows:

Unless approved in writing by the Architectural Control Committee, no building shall be created, altered, placed or permitted to remain on Lots 1 through 28 inclusive, other than one single-family townhome style dwelling, not to exceed two stories in height, having a garage of not less than two and no more than three standard automobiles nor no more than two boat garages, and containing finished living areas, exclusive of porches, breeze ways, carports, and garages of at least 1,400 square feet on the ground floor of a one-story unit; 1,100 square feet on the ground floor and 550 square feet on the second floor of a one and one-half story unit; 1,000 square feet on the ground floor and 800 square feet on the second floor of a two-story.

The Architectural Committee shall have the right to define the terms one-story, one and one-half story, two-story, split-level and split-entry house. Houses of unusual design not included in the categories listed herein will be considered on an individual basis. Square foot areas are to be computed to the outside surface of enclosed walls.

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 Committee. Submittal for approval shall be made in duplicate and the comments and actions of the Committee will be identically marked on both copies of said submittal. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Committee 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, basement and upper 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 appearance of the structure, appurtenances (decks, patio, fence, wall or exterior landscaping) shall be permitted without the prior written approval of the Architectural Control Committee.

**ARTICLE IX
GENERAL RESTRICTIONS AND OTHER PROVISIONS**

Section 1 of Article IX shall be amended in its entirety as follows:

Section 1

(b)

(i) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any part of the Property, other than non-exotic pets. All pets shall be leashed when outside of the residential structure and patio area. No such pet shall be kept, bred or maintained for any commercial purpose.

Every Owner may have no more than two (2) pets on their Lot. This requirement is specific to dogs, domestic cats and fish. For each dog on the Property the maximum weight allowance shall not exceed 100 pounds per animal.

(ii) 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 (1) dog house constructed for (1) dog; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by the Architectural Control Committee or its assigns, if required by this Declaration. Dog houses shall only be allowed at the rear of the residence, concealed from public view. No commercial stables, kennels, aviary or their similar uses shall be allowed.

Section 1

(c) No fences, enclosure, or structure of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the Properties, unless such fences or enclosures shall have first been authorized in writing by the Association. No outbuildings or other attached or unattached structures appurtenant to a residence may be erected on any of the building sites hereby restricted.

Section 1

(d)

(i) No vehicle repairs, other than emergency repairs or repairs of minimal nature needed to be performed to move or remove a vehicle off the Properties shall be allowed on the Properties. The Association is expressly authorized to tow away, at an offending Owner's expense, any vehicle referred to in this Section which is in violation hereof or in violation of the rules and regulations governing parking or future rules as may be adopted by the Board of Directors. No boats, boat trailers, campers, canoes, recreational vehicles used primarily for recreational purposes, vehicles primarily used for commercial purposes or vehicles with commercial writings on their exterior shall be stored, allowed to remain or parked in the subdivision. At no time whatsoever is any vehicle to be parked in a common area or driveway of a Lot Owner to be used for recreational vehicle or boat storage.

(ii) No vehicle belonging to a Lot Owner or a guest of a Lot Owner may be parked on the street, driveway or in the common areas of the Properties for any period exceeding seventy-two (72) hours, continuously. Any vehicle left parked on the premises for over seventy-two (72) hours, continuously, will be towed away at the Lot Owners expense.

Section 1

(e) Except as placed or erected by Declarant or his assigns, agents or successors, no sign, billboards, banners, unsightly objects or nuisances shall be erected, placed or permitted to remain on the Properties subject to this Declaration, nor shall such Properties be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot thereof.

Section 1

(f)

(i) No offensive or unsightly appearance shall be maintained or allowed to exist upon the Properties, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No incinerators shall be kept or maintained on any Lot. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

(ii) The Association shall have the right to require all Owners to place trash and garbage in cans or containers which are maintained and stored within the Owner's Property and completely screened from view, except for pickup purpose. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside any dwelling or suitable storage facility, except when in actual use.

Section 1

(l) 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 1

(m) All garage doors of any dwelling on the premises must remain closed at all times, except when entering or alighting from the garage area.

Section 1

(n) No motorized recreational vehicles, such as but not limited to: boats, motor homes, off-road vehicles, shall be allowed on any vacant lot, stored in the driveway of any Lot Owner or on the street of the Properties.

Section 1

(o) No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected on any of said Lots, or used as a residence, temporarily or permanently. No pre-cut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwelling or log houses shall be constructed or erected on any of said Lots. No dwelling shall be moved from

outside of the Properties onto any of the said Lots. **PROVIDED**, however, nothing contained herein shall restrict Declarant or its assigns from locating, constructing or moving a temporary real estate and/or construction office on any building site in the Properties to be solely used during the period of construction and sale of the Properties. Declarant and its assigns may also erect and maintain model homes for sale purposes and may operate such office therein for so long as they deem necessary for the purposes of selling the Properties.

Section 1

(p) No awnings or sun screens of any type shall be affixed to any building or structure within the Properties, without written consent of the Association.

Section 1

(q) Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

Section 1

(r) No residential dwelling shall be occupied by any persons as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Association, the Committee and/or its assigns.

**ARTICLE X
INSURANCE**

Article X shall be amended in its entirety as follows:

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

Each Owner shall be responsible for obtaining their own insurance on the contents, as well as their decorations, furnishings and personal property therein and any personal property stored elsewhere on the Properties. In addition, in the event an Owner desires to insure against his personal liability and loss or damage by fire or other hazards obtained by the Association as above provided, said Owner may, at his option and expense, obtained additional insurance.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date first written above.

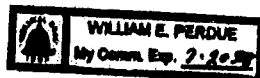
OWNERS:

B. R. C.
John M. White
Dwaine H. Marks
Bob Clark
Donald Paul
Madame A. Dittus
L. Klenhake
Bob W. Cunniff

STATE OF Iowa)
COUNTY OF Pott)

Before me, a notary public, in and for said county and state, personally came Dwaine H. Marks, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof this is their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 16 day of March, 1997.



William E. Perdue
Notary Public

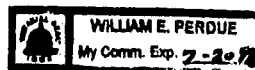
STATE OF Iowa)
COUNTY OF Pott)

Before me, a notary public, in and for said county and state, personally came Bernard Reader, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof this is their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 16 day of March, 1997.

William E. Perdue
Notary Public

STATE OF Iowa)
COUNTY OF Pott)

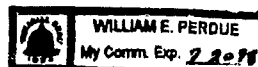


Before me, a notary public, in and for said county and state, personally came Robert M. Gibbons, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof this is their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 16 day of March, 1997.

William E. Perdue
Notary Public

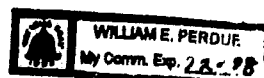
STATE OF Iowa)
COUNTY OF Pott)



Before me, a notary public, in and for said county and state, personally came Robert M. Gibbons, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof this is their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 16 day of March, 1997.

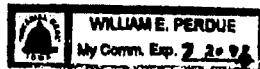
William E. Perdue
Notary Public



STATE OF Iowa)
COUNTY OF Pott)

Before me, a notary public, in and for said county and state, personally came Maas Paulsen, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof this is their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 14 day of March, 1997.



William E. Perdue
Notary Public

STATE OF Iowa)
COUNTY OF Pott)

Before me, a notary public, in and for said county and state, personally came Robert Paulsen, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof this is their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 14 day of March, 1997.

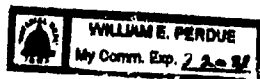


William E. Perdue
Notary Public

STATE OF Iowa)
COUNTY OF Pott)

Before me, a notary public, in and for said county and state, personally came William Paulsen, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof this is their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 14 day of March, 1997.



William E. Perdue
Notary Public

STATE OF Iowa)
COUNTY OF Pott)

CONFIDENTIAL

Before me, a notary public, in and for said county and state, personally came Sharon Parker, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof this is their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 14 day of March, 1997.



William E. Perdue
Notary Public