

97-28612 Shoreline Estates

INST # 11537
RECORDING FEE 40.00
AUDITOR FEE -
RMA FEE 7.00

FILED FOR RECORD
OTTAWA COUNTY, IA.

97 JAN 30 AM 8:40

JOHN SCIORINO
RECORDER

Return Preparer Richard A. Heininger P.O. Box 249 Council Bluffs, IA 51502 (712) 328-1833
Smith Peterson Individual's Name Street Address City Phone

**SECOND AMENDMENT TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SHORELINE ESTATES
IN THE CITY OF CARTER LAKE, IOWA**

THIS SECOND AMENDMENT TO THE DECLARATION IS MAKE THIS 19TH DAY OF DECEMBER, 1996 AND SIGNED BY AT LEAST 75% OF THE OWNERS OF LOTS IN SAID SHORELINE ESTATES.

Article I subparagraph 12 is here by amended by striking the entire paragraph and inserting the following new subparagraph, to-wit:

12. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick along the rear lot lines of lots 1 through 6 inclusive and along the southerly side and rear lot lines of lot 7. The sidewalk shall be placed six (6) inches from the said lot lines and shall be constructed by the owner of the lot prior to the time of completion of the main structure and before occupancy thereof or within two years of the purchase of the lot, whichever shall first occur; provided however, this provision shall vary to comply with any requirements of the City of Carter Lake. This sidewalk is a public sidewalk and no lot owner shall obstruct the walkway nor restrict its use. Any fence that a lot owner may wish to construct shall be constructed at least one (1) foot from the edge of the concrete and the lot owner shall be responsible for maintaining the sidewalk and the one (1) foot strip. A similar sidewalk shall be placed on the common lot line between lots 5 and 6, with one-half of the sidewalk to be on each lot and with the sidewalk connecting with the sidewalk along the rear of said lots.

The said Declaration is further amended by adding the following new Article II:

**ARTICLE II
COMMUNITY DOCK**

The owners of lots within Shoreline Estates shall have a dock space in the community dock located on the State owned waters of Carter Lake. The dock shall be limited to the exclusive use of the lot owner and shall be subject to easements of access for other lot owners. Construction and maintenance of the dock shall be the responsibility of the Shoreline Estates Home Owners Association. Rules and regulations regarding the community dock may be adopted by the Home Owners association and when so adopted shall be a covenant governing the community dock enforceable by any lot owner in Shoreline Estates.

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The said Declaration is further amended by adding the following new Article III:

**ARTICLE III
HOME OWNERS ASSOCIATION**

Section 1: Every Owner of a lot in Shoreline Estates is a member of the Shoreline Estates Home Owners Association, hereafter referred to as the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. All lots in Shoreline Estates are subject to assessment of the Association. If an Owner sells a Lot on real estate contract, the membership of the Owners shall terminate and the contract purchasers shall become a member, unless the contract retains membership in the Owners, in which event, the contract purchasers will not be members.

Section 2: The association shall have one class of voting membership. Each lot shall be entitled to one vote and when more than one person holds an interest in any lot, all such persons shall be members of the Association, but they shall cast only one vote. The vote for the Lot shall be exercised as the owners of that lot may determine, but in no event shall more than one vote be cast with respect to any lot.

Section 3: The acceptance of a deed to a lot in Shoreline Estates is deemed a covenant and agreement to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected by the Association as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made until paid. Each such assessment, together with the interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of the lot at the time the assessments were made by the Association. Their personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them.

Section 4: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Shoreline Estates and the improvements to the subdivision and maintenance of the dock and other common elements of the subdivision.

Section 5: Written notice of any meeting called for the purpose of taking any action authorized under this Declaration, shall be sent to all members not less than 10 days nor more than 30 days in advance of the meeting. The presence of fifty percent (50%) or more of all votes eligible to be cast shall constitute a quorum. If the required

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quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a quarterly basis.

Section 7: The annual assessments provided for herein shall commence as to all lots on the first day of the month following conveyance by Declarant of a lot to someone other than the Declarant. The annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a Lot have been paid.

Section 8: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest legal rate or the rate of twelve percent (12%) whichever is higher. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the dock or abandonment of a lot.

Section 9: The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien as of the date of such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10: The initial Board of Directors shall consist of five (5) lot owners appointed by the Declarant. Three (3) of the initial directors shall serve a term of two (2) years and two of the initial directors shall serve a term of one (1) year. Thereafter directors shall be elected by the Owners of lots and shall serve for two (2) year terms. The Directors shall have such authority as is granted to them by the Lot Owners and the articles of incorporation and by-laws of the Shoreline Estates Home Owners Association.

This First Amendment to the Declaration of Covenants, conditions and Restrictions for Shoreline Estates was adopted on this 1st day of November 1996 by

CONFIDENTIAL

instrument, and acknowledged that they executed the same as their voluntary act and deed.

Beverly Blanchard Comm. 8-3196-IOWA
NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF Iowa)
COUNTY OF Pott)ss.

On this 19th day of December, 1996, personally

appeared Arthur J. Schon and Mary E. Schon, husband and wife, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Beverly Blanchard Comm. 8-3196-IOWA
NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF Iowa)
COUNTY OF Pott)ss.

On this 19th day of December, 1996, personally

appeared Jose R. Romero, a single person, to me personally known to be the identical

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COMPARED

the following lot owners who comprise at least 75% of the owners of the lots in Shoreline Estates.

Charles H. Lindhorst

Arlene M. Lindhorst

CHARLES H. LINDHORST AND ARLENE M. LINDHORST

OWNERS OF LOTS 1 THROUGH 8

Mary E. Schon

Arthur J. Schon

ARTHUR J. SCHON AND MARY E. SCHON

OWNERS OF LOT 9

Jose R. Romero

JOSE R. ROMERO

OWNER OF LOT 10

Sharon L. Thompson

Bruce D. Thompson

BRUCE THOMPSON AND SHARON THOMPSON

OWNERS OF LOT 11

Stephen Saylor

Sandy Saylor

STEPHEN SAYLER AND SANDY SAYLER

OWNERS OF LOT 12

STATE OF IOWA

COUNTY OF POTTAWATTAMIE

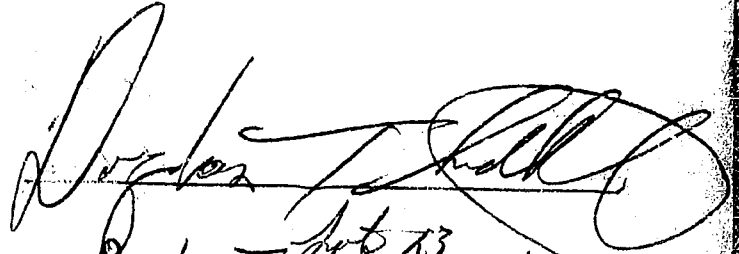
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)ss.
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On this 19th day of December, 1996, personally
Douglas T. Lindhorst, a single person, and
appeared Charles H. Lindhorst and Arlene M. Lindhorst, husband and wife, to me
personally known to be the identical persons named in and who executed the foregoing

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COMPARED

A large, stylized handwritten signature in black ink, appearing to read 'Douglas T. Lindhorst'.

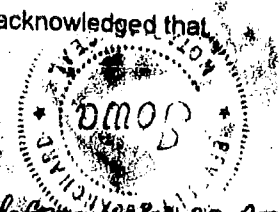
Lot 13
DOUGLAS T. LINDHORST, Owner of Lot 13

97-28617

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COMPARED

persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Bessie Blanchard
NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF IOWA

COUNTY OF POTTAWATTAMIE

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On this 19th day of December, 1996, personally appeared Bruce Thompson and Sharon Thompson, husband and wife, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Bessie Blanchard
NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF Iowa

COUNTY OF Pott

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)ss.
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On this 19th day of December, 1996, personally appeared Stephen Sayler and SANDY Sayler, husband and wife, to me personally known to be the identical persons named in and who executed the foregoing



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