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Document 2007 3963 Type 06 018 Pages 6
Date 12/10/2007 Time 2:51:53PM
Rec Amt $39.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & Return to: Carr & Carr Attorneys, PO Box 333, Manchester, Iowa 52057 (563) 927-4164
Grantors: Kenneth P. Hart

Second Amendment to Declaration of Submission to a Horizontal Property Regime and of Easements, Restrictions and Covenants for Stonehaven Condominiums Manchester, Iowa

COMES NOW Kenneth P. Hart as developer of Stonehaven Condominiums Manchester, Iowa and hereby amends the Declaration of Submission to a Horizontal Property Regime of Easements, Restrictions and Covenants for Stonehaven Condominiums Manchester, Iowa recorded August 12, 2005 in Book 2005, Page 2826 and substantively amended by an instrument recorded September 1, 2005 in Book 2005, Page 3121 as follows:

1. "WHEREAS, Developer is the owner of the following described real estate located on West Delaware Street in the City of Manchester, County of Delaware and State of Iowa, to-wit:

> Lot Five Hundred Eighty Five (585) and the Easterly three (3) feet of Lot Five Hundred Eighty Six (586), Manchester, Iowa, according to Plat recorded in Book I L.D., Page 284."

Shall now read as " WHEREAS, Developer is the owner of the following described real estate located on West Delaware Street in the City of Manchester, County of Delaware and State of Iowa, to-wit:

> Lot Five Hundred Eighty Five (585) and Lot Five Hundred Eighty Six (586), Manchester, Iowa, according to Plat recorded in Book I L.D., Page 284."

2. Article III paragraph 3.02 shall now read: "**Ownership of Common Elements.** *Undivided Interest and Use.* The sum of the percentage interest pertinent to the units is 100%. The percentage of ownership interest appurtenant to each unit is set forth in Exhibit "C" attached hereto. Each Owner shall own such interest in the Common Elements as a tenant in common with all the other Owners of the property, and, except as otherwise

limited in this Declaration and in the By Laws of the Association, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit and such other incidental uses permitted by this Declaration, and the By Laws of the Association, which right shall be appurtenant to and run with this Unit."

3. Article V paragraph 5.02 shall now read: " **Percentage Interest of Each Unit in the Common Elements.** The owner of each Unit shall own as an appurtenance thereto an undivided percentage interest in the lands and other common elements of the regime, both limited and general (see Exhibit "C"). Such ownership interest shall be the same in both the limited common elements and the general common elements, notwithstanding any exclusive right of use of any limited common element which may be appurtenant to a particular Unit. The sum of the fractional interests appurtenant to the Units is one."

4. Article VIII paragraph 8.01b shall now read: " **Insufficient Coverage.** In the event the improvements, or any portion thereof, including the Units, shall suffer damage or destruction from any cause, and such damage or destruction is not insured against or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, then unless the Owners shall, within thirty (30) days or any such longer time permitted by law after said damage or destruction, elect, as hereinafter provided in Article IX either to sell or to withdraw the Property from the provisions of this agreement and terminate the same, such repair, restoration or reconstruction shall be undertaken by the Association and each Owner shall be liable for the payment the Owner's percentage interest of the cost of such repair, restoration or reconstruction in excess of the available insurance proceeds paid as a result of said damage or destruction. Should any Owner refuse or fail after reasonable notice to pay his share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association or by any one or more of the other Owners and the amount so advanced shall constitute a lien on the interest of the Owner so failing or refusing in favor of the Association or the Owner or Owners so making the advance which lien shall have the same force and effect and may be enforced in the same manner as provided in Article III, 3.02g of the By Laws of the Association."

5. Article VIII paragraph 8.01d shall now read: " **Decision to Withdraw Property From the Condominium.** In the event the improvements, or any portion thereof, including the Units, shall suffer damage or destruction from any cause and the Owners shall within thirty (30) days after said damage or destruction pursuant to paragraph 8.01a of this Article or within thirty (30) days or any such longer time permitted by law after said damage or destruction pursuant to paragraph 8.01b of this Article elect as hereinafter provided in Article IX either (a) to repair, reconstruct or rebuild, or (b) to sell or to withdraw the Property from the provisions of this Declaration and terminate the same, and if the decision is to sell or terminate, then the Association shall distribute each owner's percentage interest of the available insurance proceeds to each Owner and his mortgagee, if any."

6. Bylaws of Stonehaven Condominiums Article I paragraph 3.02a shall now read: "**Annual Budget.** Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve

for contingencies and capital replacements, and shall on or before December 15th notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner shall be obligated to pay to the Association or as it may direct the Owner's percentage interest of the assessment made pursuant to this paragraph. The portion of each such monthly assessment payment attributable to reserves shall be deemed a contribution by the Owner to the capital of the Association. A reasonable late charge (not exceeding $1.00 per day) may be added to such assessments by action of the Board after the fifth (5th) day of each month in which said assessment is due. On or before January 31st of each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to the next monthly installments due from each Unit Owner under the current year's estimate in proportion to his assessment for the preceding year, until exhausted, and any net shortage shall be added in like proportion to the installments due from each Unit Owner I the succeeding six months after rendering of the accounting."

8. Exhibit A page 1 shall be amended and Exhibit A page 3 shall be added and are attached hereto.

9. Exhibit C shall be added and is attached hereto.

Kenneth P. Hart

State of Iowa)
) ss:
County of Delaware)

This instrument was acknowledged before me on this 7th day of December, 2007 by Kenneth P. Hart.

Notary Public in and for the State of Iowa

STEVEN E. CARR
COMMISSION NO. 713328
MY COMMISSION EXPIRES
10-30-10

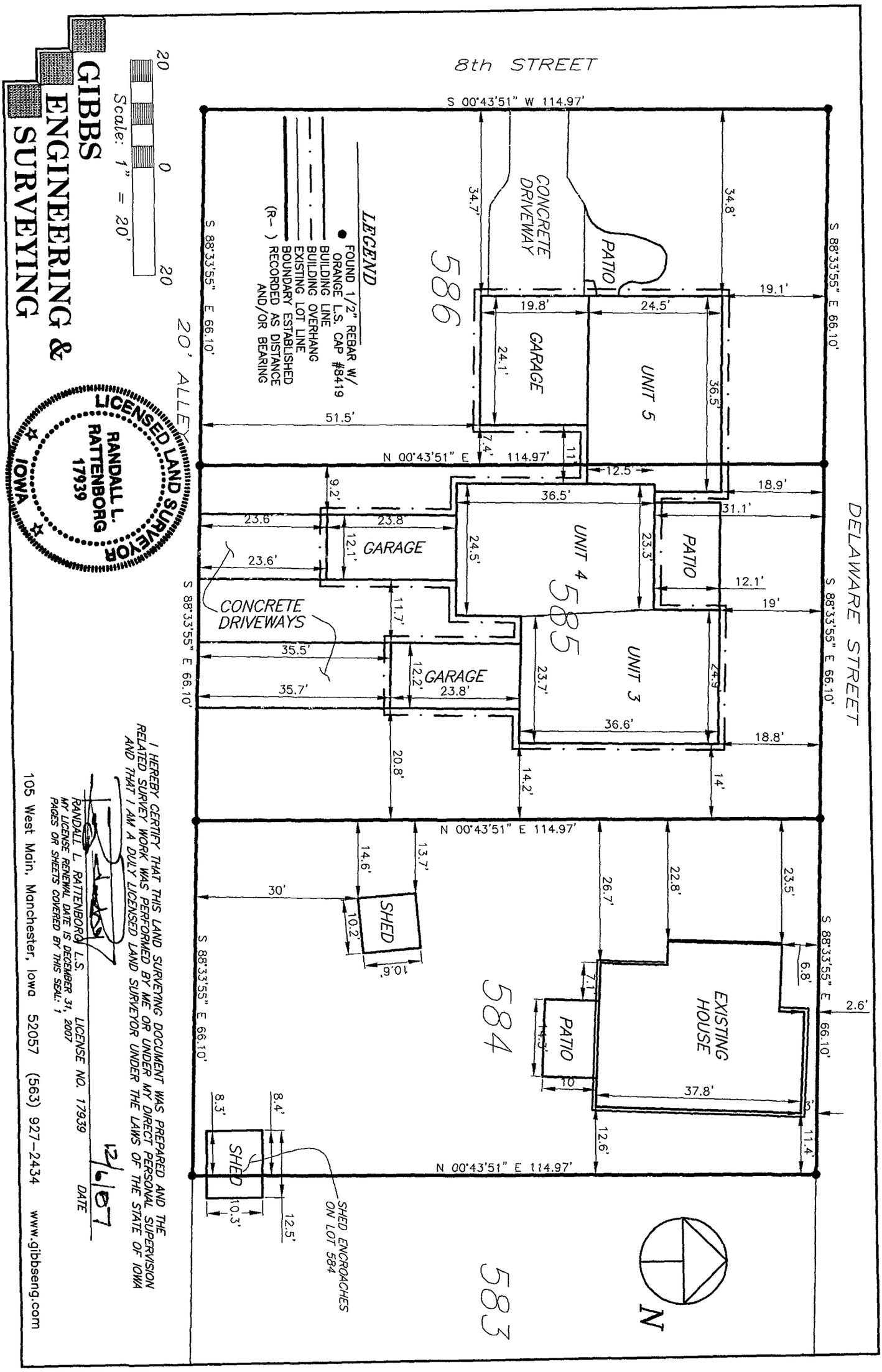

8th STREET
DELAWARE STREET
20' ALLEY
S 00°43'51" W 114.97'
N 00°43'51" E 114.97'
S 88°33'55" E 66.10'
586
585
584
583
UNIT 5
UNIT 4
UNIT 3
EXISTING HOUSE
GARAGE
PATIO
CONCRETE DRIVEWAY
CONCRETE DRIVEWAYS
SHED
SHED ENCROACHES ON LOT 584
LEGEND
FOUND 1/2" REBAR W/ ORANGE L.S. CAP #8419
BUILDING LINE
BUILDING OVERHANG
EXISTING LOT LINE
BOUNDARY ESTABLISHED
(R-) RECORDED AS DISTANCE AND/OR BEARING
Scale: 1" = 20'
20 0 20
N
GIBBS ENGINEERING & SURVEYING
LICENSED LAND SURVEYOR
RANDALL L. RATTENBORG
17939
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 LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA
RANDALL L. RATTENBORG L.S. LICENSE NO. 17939
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2007
PAGES OR SHEETS COVERED BY THIS SEAL: 1
12/6/07
DATE
105 West Main, Manchester, Iowa 52057 (563) 927-2434 www.gibbseng.com

EXHIBIT A Page 3

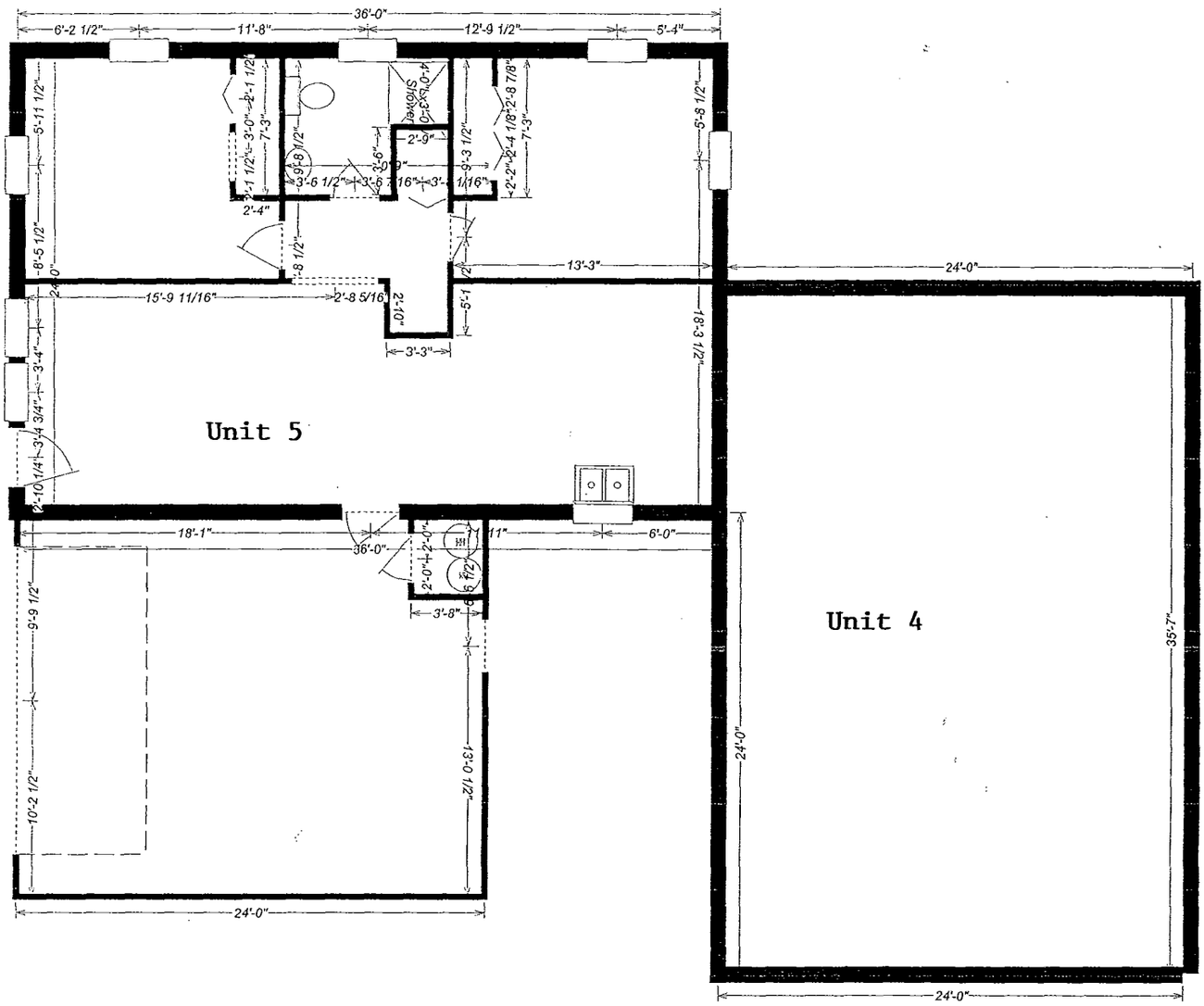


EXHIBIT C

Unit	Percentage Interest in Common Elements
Unit 3	33.33
Unit 4	33.33
Unit 5	33.33
TOTAL	100.00