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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

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# Declaration of Covenant Amendment

Type of Document

**PREPARER INFORMATION:** (name, address, phone number)

Larry L. Hughes, Black Gold Realty  
208 E. 1st St.  
Ackworth, IA 50001 515-681-6310

**TAXPAYER INFORMATION:** (name and mailing address)

N/A

**RETURN DOCUMENT TO:** (name and mailing address)

Corey Wade  
1220 Upland Lane  
Van Meter, IA 50261

**GRANTOR:** (name)

**GRANTEE:** (name)

**LEGAL DESCRIPTION:** (if applicable)

See page: Lakeshore Estates, Plat 1, Lot 16

**Document or instrument of associated documents previously recorded:**  
(if applicable)

2008-2636

Prepared by Larry L Hughes, Black Gold Realty 515-681-6310

Return to Cory J Wade, 220 Upland Lane, Van Meter, Iowa 50261

AMENDMENT to the DECLARATION of COVENANTS, CONDITIONS and RESTRICTIONS for  
LAKESHORE ESTATES, PLAT 1, MADISON COUNTY, IOWA

(i) Exempt Buyer and Lot 16 from any assessments, dues, fees or charges of any nature whatsoever relating to the Declaration or Association until such time as Buyer, or Buyer's successor, obtains a certificate of occupancy for a dwelling constructed on Lot 16; and

(ii) Allow Buyer to subdivide Lot 16 into two lots, approximately as shown on Exhibit "A" with the westerly lot consisting of about 1.94 acres (or less) to be added to Buyer's existing property and the remainder of about 3.00 acres (or more) to be a buildable lot in Lakeshore Estates; and

(iii) Until a dwelling is constructed on Lot 16, Buyer's responsibilities under Article VII, Section 2 (G) and (J) shall be no greater than required under applicable County ordinance and/or State law.

c. Seller will, at Seller's expense, install a steel tube culvert where the platted road right-of-way for Lake Shore Estates Plat 1 crosses the property at the Southeast portion of the property.

d. In regard to rock, water, electric, telephone costs referenced in paragraph 2.e. of the Offer, or any and all other expenses associated with developing the property known as Lakeshore Shores Estates Plat No. 1, Buyer is responsible for Buyer's proportionate share of expense allocable to Lot 16, but in no event shall the combined total of all such expenses exceed \$5,000 in total. Any excess over \$5,000 shall be Seller's sole expense. *Water Meter Pit Costs are not included in this provision, nor are Driveway costs*

e. Seller agrees to pay Buyer the same per acre price for crops grown on Lot 16 in Lakeshore Estates Plat No. 1 as seller receives for crops grown on the adjacent parcels until such time that crops are no longer grown. Seller will notify Buyer in advance of each crop year the name and address of the tenant and the terms of the crop lease. Buyer reserves the right to accept or reject any proposed Lease as to Lot 16 by notifying Seller within ten (10) days after receiving Seller's notice of the proposed crop lease.

The Amendment to the Covenants are attached to this 6<sup>th</sup> Dec 2022 day of January, 2017.

Terra Tender, Inc.

A(n) Iowa Corporation

By: Larry L. Hughes

Larry L. Hughes, President

STATE OF IOWA, COUNTY OF WARREN.

This record was acknowledged before me on December 16, 2022 - on 2017 by Larry L Hughes as President of Terra Tender, Inc.

Dawn Remick

Signature of Notary Public

