PAGE: 1 of 2

AMRST

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Dwyer Law Office Recorded Electronically 1/12/2024 3:23 PM

\$20.00

RECORDER'S OFFICE, CASS COUNTY, ND 1/12/2024 3:23 PM I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE. DEBORAH A. MOELLER, COUNTY RECORDER

by Sheua Garcia

1704787



## SECOND AMENDMENT TO LOST RIVER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS LIENS AND CHARGES

This Second Amendment to the Lost River Addition Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges is made January 12, 2024, by the Developer who declares:

## RECITALS

- Α. The Developer has not divested itself of the responsibility of architectural control.
- В. The undersigned desires to amend and modify the Lost River Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges recorded in the office of the Cass County Recorder on May 31, 2017, at 8:30 a.m. as document No. 1511136 (the "Declaration"), by the terms of this Second Amendment, against the following property:

Lost River Addition, Lost River Second Addition, Lost River Third Addition, Lost River Fourth Addition, Lost River Fifth Addition, Lost River Sixth Addition, and Lost River Seventh Addition all to the City of Horace, a part of the West Half of Section 19, Township 138 North, Range 49 West, Cass County, North Dakota (and any re-plats thereof).

## **AMENDMENT**

- 1. Paragraphs 3, 4, and 5 of Article VII are replaced with the following:
- METHOD OF ASSESSMENT. The Developer shall determine the annual assessment until that time that the Developer divests itself of control in accordance with Article III Paragraph 1. After the Developer has divested itself of control, the Association shall fix its annual assessment by a majority vote of the Review Committee. The Review Committee set the date(s) such assessments shall become due. The Association may provide for collection of assessments annually or in monthly, quarterly, or semi-annual installments, provided, however, that upon default of the payment of any one or more installments, the entire balance of said assessment may be accelerated, at the option of the Association, to be declared due and payable in full.

PAGE: 2 of 2

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- 4. **ANNUAL ASSESSMENT.** The annual assessment (also referred to as the "general assessment") levied by the Association shall be used exclusively to promote the improvement, maintenance, and operation of the roads, signage, mailboxes, common areas, parks, perimeter landscape and entrances to the Lost River Addition, including repairs, replacements, reconstructions, and extraordinary maintenance. Each Lot, whether improved or unimproved, shall be assessed at a uniform rate with the assessment commencing on a date and for an amount determined necessary by the Association.
- 5. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. The Association may also levy, in any assessment year, a special assessment applicable for that year and for not more than the next four succeeding years for the purpose of defraying in whole or in part, the cost of any construction or reconstruction of capital improvements located within the development including (but not limited to) the roads, paving of roads, common areas, parks, entrance and the landscaped area or area of the entrance, street lighting, banners, or other decorations to enhance the aesthetic value of the development, sidewalks, or any other improvement, including fixtures and personal property relating thereto, under the same process used for assessing the annual assessment. Any special assessment shall be levied in equal amounts for each Lot.

IN WITNESS of its terms and conditions, the undersigned, the Developer, has caused this Second Amendment to be executed the day and year first above written.

WINNIE DEVELOPMENT II, INC. BY: THOMAS J. SAMUELSON

ITS: PRESIDENT

STATE OF NORTH DAKOTA

) ss.

COUNTY OF CASS

On this day of while y'..., 2024, before me, a Notary Public in and for said county and state, personally appeared Thomas J. Samuelson, known to me to be the person who is described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same on behalf of Winnie Development II. Inc.

(SEAL)

KAYLA GIESE Notary Public State of North Dakota My Commission Expires March 29, 2026 Kayle Hist