

Recorded: 11/3/2017 at 10:28:08.0 AM
Fee Amount: \$32.00
Revenue Tax:
Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 201700038020
BK: 16711 PG: 19

Prepared by and Return To: Jennifer Schumann, Hubbell Realty Company, 6900 Westown Parkway, West Des Moines, IA 50266, (515) 280-2009

SPACE ABOVE THIS LINE FOR RECORDER

**EIGHTH MODIFICATION OF
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
APPLICABLE TO CROSSHAVEN
JOHNSTON, POLK COUNTY, IOWA**

THIS EIGHTH MODIFICATION OF DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS APPLICABLE TO CROSSHAVEN, JOHNSTON, POLK COUNTY, IOWA is made this 1 day of November, 2017, by **HUBBELL REALTY COMPANY**, an Iowa corporation, **HUBBELL PROPERTIES I, L.C. (SERIES D)**, a series of a multi-series Iowa limited liability company, **CROSSHAVEN I, LLC**, an Iowa limited liability company, and **VILLAS AT CROSSHAVEN, LLC**, an Iowa limited liability company (collectively, the “Declarant”).

WHEREAS, Declarant, as the Owners of Crosshaven, respectively, as defined in Article I, Section 1.02(m) thereof, subjected Crosshaven to that certain Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Crosshaven, Johnston, Polk County, Iowa, dated December 11, 2009, and filed for record in the Office of the Recorder for Polk County, Iowa on March 5, 2010, in Book 13374 at Pages 532-565, that certain First Modification of Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Crosshaven, Johnston, Polk County, Iowa, dated January 30, 2012, filed for record in the Office of the Recorder for Polk County, Iowa, on February 10, 2012, in Book 14155, at Page 116-119, that certain Second Modification of Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Crosshaven, Johnston, Polk County, Iowa, dated January 11, 2013, filed for record in the Office of the Recorder for Polk County, Iowa, on February 5, 2013, in Book 14644, at Page 948-951 that certain Third Modification of Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Crosshaven, Johnston, Polk County, Iowa, dated March 26, 2013 filed for record in the Office of the Recorder for Polk County, Iowa, on March 28, 2013, in Book 14716, at Page 866, that certain Fourth Modification of Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Crosshaven, Johnston, Polk Count, Iowa, dated June 4, 2015 filed for record in the Office of the Recorder for Polk County, Iowa on June 19, 2015 in Book 15623 at Page 892, that certain Fifth Modification of Declaration

of Covenants, Conditions, Easements and Restrictions Applicable to Crosshaven, Johnston, Polk County, Iowa, dated September 23, 2015 filed for record in the Office of the Recorder for Polk County, Iowa on October 12, 2015 in Book 15766 at Page 609, that certain Sixth Modification of Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Crosshaven, Johnston, Polk County, Iowa, dated October 5, 2016 filed for record in the Office of the Recorder for Polk County, Iowa on October 25, 2016 in Book 16240 at Page 127, and that certain Seventh Modification of Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Crosshaven, Johnston, Polk County, Iowa, dated December 29, 2016 filed for record in the Office of the Recorder for Polk County, Iowa on January 5, 2017 in Book 16335 at Page 156 (collectively, the “Declaration”); and

WHEREAS, Section 6.12 of the Declaration provided that Declarant could amend the Declaration by a written amendment so long as it owns any lot in Crosshaven, as defined in Subsection 1.02(m) of the Declaration; and

WHEREAS, Declarant retains ownership of the Lots within Crosshaven as defined in Subsection 1.02(m) of the Declaration; and

WHEREAS, Declarant desires to amend the Declaration, in accordance with Section 6.12, with regard to Section 2.02(b) of the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. In Article I, Section 1.02(e) of the Declaration, the following section shall be amended:

“(e) **“Declarant”** shall mean Hubbell Realty Company, an Iowa corporation, Hubbell Properties I, L.C. (Series D), a series of a multi-series Iowa limited liability company, Crosshaven I, LLC, an Iowa limited liability company, and Villas at Crosshaven, LLC, an Iowa limited liability company, and their successors and assigns as to the entirety of the undeveloped portion of Crosshaven that has not theretofore been conveyed to home builders or home owners unless the context indicates otherwise.”

2. In Article I, Section 1.02(m), the following section shall be amended:

“Section 1.02(m). “Crosshaven” shall mean the real estate as described as follows:

Outlots Q, R, S, and U, Crosshaven Outlots Plat 1; Lots 1-28 and Outlots X and Y, Crosshaven Plat 2; Lots 1-33 and Outlots Y and Z, Crosshaven Plat 3, Lots 1 – 31 and Outlots Y and Z of Crosshaven Plat 4, Lots 1 – 23 and Outlots Y and Z of Crosshaven Plat 5, Lots 1-47 and Outlots Y and Z of Crosshaven Plat 6, Lots 1-71 and Outlots X and Z of Crosshaven Plat 7, Lots 1-4 of Crosshaven Plat 8, and Lot A and Lots 1-41 of Crosshaven Townhomes Plat 1, all Official Plats, now included in and forming a part of the City of Johnston, Polk County, Iowa, and any single-family or townhome lots or open space outlots hereafter created in such lots now included in and forming a part of the City of Johnston, Polk County, Iowa, together with all additional real estate which is hereafter made subject to this Declaration

pursuant to one or more amendments to this Declaration, including all lots and outlots, except streets, parks and other lots, if any, conveyed to the City (as defined in Section 1.02(d)), developed in any plats of any part of the foregoing described real estate or in any plats of any part of any additional property which is hereafter made subject to this Declaration pursuant to one or more amendments to this Declaration, and any replats of any portions of any of said plats or parcels, all together with all easements and servient estates appurtenant thereto, and subject to (1) zoning and other applicable building ordinances, (2) easements, covenants and restrictions of record.”

3. An Article I, Section 1.02(t) shall be added as follows:

“**Townhome Lot**” shall mean and refer to Lots 1 through 41 of Crosshaven Townhomes Plat 1, Johnston, Iowa, as shown on the Official Plat thereof, any Lots created by any further subdivision of the Property, and any Lots created by any subdivision of any such Lots for the purpose of constructing a townhome or villa.”

4. Article I, Section 1.02(o) of the Declaration is hereby deleted in its entirety and amended as follows:

“**Unit**” shall mean a residence constructed on a Single Family Lot or Townhome Lot.”

5. A new Article II, Section 2.01(d) shall be added to the Declaration as follows:

“(d) Town Homes. Townhome Lots in Crosshaven are designated for multi-family townhome or single-family villa use. Uses of land or structures customarily incidental and subordinate to these uses as permitted by the City’s Zoning Ordinance unless such uses or structures are otherwise regulated or prohibited by this Declaration. In addition to the covenants, conditions, restrictions and easements set forth in this Declaration, the development of Townhome Lots in Crosshaven shall be subject to additional declarations of covenants, conditions, restrictions and easements governing such town home developments, including, but not limited to, architectural standards, easements, common areas, assessments and other matters necessary and proper for the development of Townhome Lots (the “Townhome Declarations”). The initial Townhome Declaration and any amendments thereto made prior to the sale of ninety percent (90%) of the town homes developed within a particular town home or villa development on Townhome Lots shall be subject to the approval of Declarant, which approval shall not be unreasonably withheld. Furthermore, in addition to such Townhome Lots being subject to the provisions of this Declaration, including, but not limited to, assessments made pursuant to this Declaration, the Townhome Lots shall be governed by an association created to operate and maintain the common elements within such cluster multi-family development and shall be subject to an additional assessment to support the activities of the association for such cluster of multi-family development. Such Townhome Lots shall also be subject to the Association and shall be subject to assessments made by the Association. In no event shall anything in a Townhome Declaration or any amendments made to a Townhome Declaration be deemed to amend this Declaration; and in the event of any conflict between a Townhome Declaration and this Declaration, the covenants, conditions, provisions

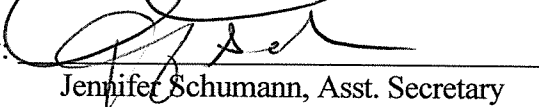
and easements of this Declaration shall control. All Townhome Lots must be built on within twelve (12) months of purchase and closing from Declarant. In the event construction does not commence within said twelve (12) month period, Declarant may, at its option, repurchase the applicable Townhome Lots at 90% of the previous sales price.”

6. Except as expressly modified by this Eighth Modification of the Crosshaven Declaration, all of the terms, conditions, easements, restrictions and provisions of the Crosshaven Declaration continue and remain in full force and effect.

Dated this 1 day of November, 2017.

HUBBELL REALTY COMPANY

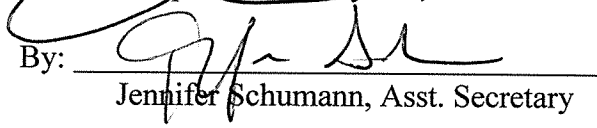
By: 
Joseph F. Pietruszynski, Vice President

By: 
Jennifer Schumann, Asst. Secretary

HUBBELL PROPERTIES I, L.C. (SERIES D)

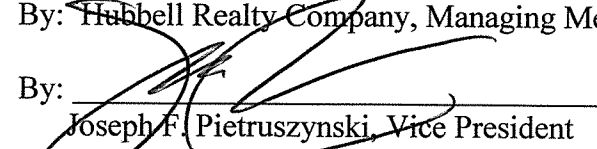
By: Hubbell Realty Company, Managing Member

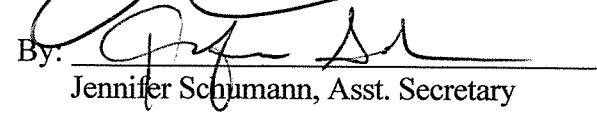
By: 
Joseph F. Pietruszynski, Vice President

By: 
Jennifer Schumann, Asst. Secretary

CROSSHAVEN I, LLC

By: Hubbell Realty Company, Managing Member

By: 
Joseph F. Pietruszynski, Vice President

By: 
Jennifer Schumann, Asst. Secretary

VILLAS AT CROSSHAVEN, LLC

By: Hubbell Realty Company, Managing Member

By: 
Joseph F. Pietruszynski, Vice President

By: 
Jennifer Schumann, Asst. Secretary

STATE OF IOWA, COUNTY OF DALLAS) ss:

This instrument was acknowledged before me on November 1, 2017 by Joseph F. Pietruszynski and Jennifer Schumann as a Vice President and Asst. Secretary, respectively, of Hubbell Realty Company, an Iowa corporation.



Falon Michalski
Notary Public in and for said State

STATE OF IOWA, COUNTY OF DALLAS) ss:

This instrument was acknowledged before me on November 1, 2017 by Joseph F. Pietruszynski and Jennifer Schumann as a Vice President and Asst. Secretary, respectively, of Hubbell Realty Company, an Iowa corporation, the managing member of Hubbell Properties I, L.C. (Series D), a series of a multi-series limited liability company.



Falon Michalski
Notary Public in and for said State

STATE OF IOWA, COUNTY OF DALLAS) ss:

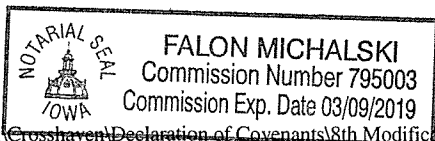
This instrument was acknowledged before me on November 1, 2017 by Joseph F. Pietruszynski and Jennifer Schumann as a Vice President and an Assistant Secretary, respectively, of Hubbell Realty Company, an Iowa corporation, the managing member of Crosshaven I, LLC, an Iowa limited liability company.



Falon Michalski
Notary Public in and for said State

STATE OF IOWA, COUNTY OF DALLAS) ss:

This instrument was acknowledged before me on November 1, 2017 by Joseph F. Pietruszynski and Jennifer Schumann as a Vice President and an Assistant Secretary, respectively, of Hubbell Realty Company, an Iowa corporation, the managing member of Villas at Crosshaven, LLC, an Iowa limited liability company.



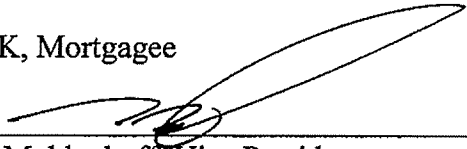
Falon Michalski
Notary Public in and for said State

MORTGAGEE'S CONSENT AND SUBORDINATION

KNOW ALL MEN BY THESE PRESENTS: that, West Bank is the present owner of the Mortgagee's interest in that certain Mortgage, granted by Hubbell Properties I, LC (Series D), an Iowa limited liability company, as Mortgagor, to West Bank, as Mortgagee dated July 17, 2015, filed record in the Office of the Recorder for Polk County, Iowa July 23, 2015 in Book 15668, Page 853 of the Polk County Records; is the present owner of the Mortgagee's interest in that certain Mortgage, granted by Hubbell Realty Company, an Iowa corporation, as Mortgagor, to West Bank, as Mortgagee dated July 2, 2015, filed record in the Office of the Recorder for Polk County, Iowa on July 23, 2015 in Book 15668, Page 854 of the Polk County Records; and is the present owner of the Mortgagee's interest in that certain Mortgage granted by Crosshaven I, LLC, an Iowa limited liability company, as Mortgagor, to West Bank, as Mortgagee, dated February 3, 2016 and filed for record in the Office of the Recorder for Polk County, Iowa on February 22, 2016 in Book 15902 at Page 597 of the Polk County Records, as modified by modification filed on August 24, 2016 in Book 16148, Page 523; and is the present owner of the Mortgagee's interest in that certain Mortgage granted by Villas at Crosshaven, LLC, an Iowa limited liability company, as Mortgagor, to West Bank, as Mortgagee, dated August 14, 2017 and filed for record in the Office of the Recorder of Polk County, Iowa on August 29, 2017 in Book 16624, Page 914 (collectively, the "Mortgages"), which Mortgages create a lien on the portions of Crosshaven described as Crosshaven Plat 8 and Crosshaven Townhomes Plat 1. West Bank hereby consents to the within and foregoing Eighth Modification of Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Crosshaven, Johnston, Polk County, Iowa, (the "Declaration"), and agrees that the lien of its above-described Mortgage is subordinate to the easements and appurtenant rights created in the Declaration.

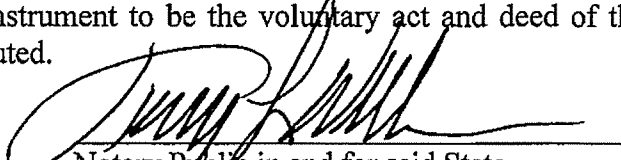
Dated this 31st day of October, 2017.

WEST BANK, Mortgagee

By: 
Luke Mohlenhoff, Vice President

STATE OF IOWA)
) SS.
COUNTY OF POLK)

On this 31 day of Oct., 2017, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Luke Mohlenhoff, to me personally known, who, being by me duly sworn, did say that he is the Vice President of **WEST BANK**, executing the within and foregoing instrument; that the instrument was signed on behalf of said bank corporation by authority of its Board of Directors; and said Luke Mohlenhoff as such officer, acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.


Notary Public in and for said State

