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Revenue Tax:
Chad C. Airhart Recorder
Dallas County, Iowa

Prepared by and return to: Jennifer Schumann, Hubbell Realty Company, 6900 Westown Parkway, West Des Moines, Iowa 50266 (515) 280-2009

SPACE ABOVE THIS LINE FOR RECORDER

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
APPLICABLE TO MILL RIDGE
WEST DES MOINES, DALLAS COUNTY, IOWA**

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS APPLICABLE TO MILL RIDGE, WEST DES MOINES, DALLAS COUNTY, IOWA, is made this 8 day of May, 2018, by **MILL RIDGE HOMES, LLC, an Iowa limited liability company, (the "Declarant").**

WHEREAS, the Declarant is the owner of Mill Ridge as that term is defined in that certain Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Mill Ridge, West Des Moines, Dallas County, Iowa, dated September 21, 2016, and filed for record in the Dallas County, Iowa, Recorder's Office on November 3, 2016 at Book 2016, Page 21890, as amended by the First Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Mill Ridge, West Des Moines, Dallas County, Iowa, dated January 3, 2017, and filed for record in the Dallas County, Iowa, Recorder's Office on January 16, 2017 at Book 2017, Page 905, as amended by the Second Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Mill Ridge, West Des Moines, Dallas County, Iowa, dated April 6, 2017, and filed for record in the Dallas County, Iowa, Recorder's Office on June 21, 2017 at Book 2017, Page 11762, and as amended by the Third Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Mill Ridge, West Des Moines, Dallas County, Iowa, dated June 23, 2017, and filed for record in the Dallas County, Iowa, Recorder's Office on August 2, 2017 at Book 2017, Page 15017, Fourth Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Mill Ridge, West Des Moines, Dallas County, Iowa, dated April 2, 2018, and filed for record in the Dallas County, Iowa, Recorder's Office on April 3, 2018 at Book 2018, Page 5097 (hereinafter referred to as the "Declaration"), and

WHEREAS, Section 6.12 of the Declaration provides that the Declarant may amend this Declaration at any time by written amendment so long as Declarant has ownership interest in any Lot, as defined in Article I, Section 1.01(i).

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

1. The Association shall also be responsible for maintaining, repairing and replacing and the cost thereof of any water detention basin that serves a Lot, including 1) the offsite water detention basin offsite that serves the Owners pursuant to the terms of the Mill Ridge Plat 2 Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement for Multiple

Ownership Parcels recorded on June 21, 2017 in Book 2017, Page 11771 of the Dallas County, Iowa Recorder's Office, as amended by the Amendment to the Mill Ridge Plat 2 Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement for Multiple Ownership Parcels recorded on May 8, 2018 in Book 2018, Page 7845 of the Dallas County, Iowa Recorder's Office, and 2) the water detention basin offsite that serves the Owners pursuant to the terms of the Mill Ridge Plat 1 Storm Water Management Facility Maintenance Covenant recorded on November 3, 2016, in Book 2016, Page 21892 of the Dallas County, Iowa Recorder's Office, as amended by the Amendment to Mill Ridge Plat 1 Storm Water Management Facility Maintenance Covenant recorded on May 8, 2018, in Book 2018, Page 7844 of the Dallas County, Iowa Recorder's Office. The cost of the Association's obligations under this section shall be assessed to the Owners per the Declaration.

- 2. Except as expressly modified by this Fifth Amendment of the Declaration, all of the terms, conditions, easements, restrictions and provisions of the Declaration continue and remain in full force and effect.

IN WITNESS WHEREOF, MILL RIDGE HOMES, LLC has caused this Fifth Amendment to the Declaration to be executed as of the day and year first above stated.

MILL RIDGE HOMES, LLC

By: Hubbell Realty Company, Managing Member

By: [Signature]
Joe Pietruszynski, Vice President

By: [Signature]
Jennifer Schumann, Assistant Secretary

STATE OF IOWA)
)SS.
COUNTY OF DALLAS)

This record was acknowledged before me on this 8 day of May, 2018, by Joe Pietruszynski and Jennifer Schumann as Vice President and Assistant Secretary respectively of Hubbell Realty Company, as managing member of Mill Ridge Homes, LLC.

[Signature]
Notary Public in and for the State of Iowa



MORTGAGEE'S CONSENT AND SUBORDINATION

KNOW ALL MEN BY THESE PRESENTS: that, Financial Plus Credit Union is the present owner of the Mortgagee's interest in that certain Mortgage, granted by Mill Ridge Homes, LLC, an Iowa limited liability company, as Mortgagor, to Financial Plus Credit Union, as Mortgagee, filed in the Office of the Recorder for Dallas County, Iowa on March 31, 2016 in Book 2016, Page 4396 of the Dallas County Records and in that certain Mortgage, granted by Mill Ridge Homes, LLC, an Iowa limited liability company, as Mortgagor, to Financial Plus Credit Union, as Mortgagee, filed December 29, 2016, Page 26408 of the Dallas County, Iowa records (collectively, the "**Mortgages**"), which Mortgages create a lien on the portions of Mill Ridge Townhomes. Financial Plus Credit Union hereby consents to the within and foregoing Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Mill Ridge, West Des Moines, Dallas 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 14th day of NOVEMBER, 2017.

FINANCIAL PLUS CREDIT UNION, Mortgagee
By: Community Business Lenders Service Company, Its Attorney in Fact

By: [Signature]
Mark Kilian, CEO

STATE OF IOWA)
) SS.
COUNTY OF POLK)

On this 14th day of November, 2017, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Kilian, to me personally known, who, being by me duly sworn, did say that he is the CEO of Community Business Lenders Service Company, LLC, the Attorney in Fact of Financial Plus Credit Union executing the within and foregoing record; that the record was signed on behalf of said banking entity by authority of its Board of Directors.

[Signature]
Notary Public in and for said State

