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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

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

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS APPLICABLE TO MILL RIDGE, WEST DES MOINES, DALLAS COUNTY, IOWA, is made this 2 day of April, 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 (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. An Article I, Section 1.02(t) shall be added as follows:

"Townhome Lot" shall mean and refer to Lots 10 through 75 of Mill Ridge Plat 2, City of West Des Moines, Dallas County, 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.

2. An Article I, Section 1.02(u) shall be added as follows:

“**Villa Lot**” shall mean and refer to Lots 1 through 9 of Mill Ridge Plat 2, City of West Des Moines, Dallas County, 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 villa.

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

“**Association Lot**” shall mean a Lot that is owned by the Association for the use and benefit of members of the Association and on which either by recorded restrictions, recorded plats or zoning, no single-family home, townhome or villa may be constructed. Common elements including, but not limited to, clubhouse(s), pool(s), playground(s), and parking lot(s) may be constructed upon Lot 1 of Mill Ridge Plat 3 of West Des Moines, Dallas County, Iowa.

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, Townhome Lot, or Villa Lot.

5. An Article I, Section 1.02(v) shall be added as follows:

“**Private Streets**” shall mean and refer to Outlots U, P, V, Q, R, and T of Mill Ridge Plat 2, City of West Des Moines, Dallas County, Iowa, as shown on the Official Plat thereof, and any Lots created by further subdivision of the Property or any such Lots for purposes of private streets. The Association shall maintain, repair, and replace the Private Streets and assess the Owners of the Association for the cost thereof.

6. Article II, Section 2.01 shall be deleted in its entirety and replaced with the following:

“**2.01 Uses.**”

(a) Single-Family Residences. The use of Single-Family Lots in Mill Ridge shall be limited to single-family residential dwellings and shall be developed with not more than one single-family dwelling on each Single-Family Lot in the final applicable plat or replat and may be developed only with such other uses of land or structures customarily incidental and subordinate to the single-family residential use as permitted by the City’s zoning ordinance, unless such uses or structures are otherwise regulated or prohibited by this Declaration. No modular, manufactured, or mobile homes are permitted to be built or used in Mill Ridge. All Single-Family Lots must be built 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 Single-Family Lot at 90% of the previous sales price.

(b) Town Homes. Town Home Lots in Mill Ridge are designated for multi-family use. Uses of land or structures customarily incidental and subordinate to multi-family use 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 Town Home Lots in Mill Ridge 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 Town Home Lots (the "Town Home Declaration"). The initial Town Home Declaration and any amendments thereto made prior to the sale of ninety percent (90%) of the town homes developed within a particular town home development on Town Home Lots shall be subject to the approval of Declarant, which approval shall not be unreasonably withheld. Furthermore, in addition to such Town Home Lots being subject to the provisions of this Declaration, including, but not limited to, assessments made pursuant to this Declaration, the Town Home 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 Town Home 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 Town Home Declaration or any amendments made to a Town Home Declaration be deemed to amend this Declaration; and in the event of any conflict between a Town Home Declaration and this Declaration, the covenants, conditions, provisions and easements of this Declaration shall control. All Town Home 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 Town Home Lots at 90% of the previous sales price.

(c) Villa Homes. Villa Lots in Mill Ridge are designated for single-family use. Uses of land or structures customarily incidental and subordinate to single-family use 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 Villa Lots in Mill Ridge shall be subject to additional declarations of covenants, conditions, restrictions and easements governing such villa developments, including, but not limited to, architectural standards, easements, common areas, assessments and other matters necessary and proper for the development of Villa Lots (the "Villa Declaration"). The initial Villa Declaration and any amendments thereto made prior to the sale of ninety percent (90%) of the villa homes developed within a particular villa development on Villa Lots shall be subject to the approval of Declarant, which approval shall not be unreasonably withheld. Furthermore, in addition to such Villa Lots being subject to the provisions of this Declaration, including, but not limited to, assessments made pursuant to this Declaration, the Villa Lots shall be governed by an association created to operate and maintain the limited common elements within such villa development and shall be subject to an additional assessment to support the activities of the association for such development. Such Villa 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 Villa Declaration or any amendments made to a Villa Declaration be deemed to amend this Declaration; and in the event of any conflict between a Villa Declaration and this Declaration, the covenants, conditions, provisions and easements of this Declaration shall control. All Villa 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 Villa Lots at 90% of the previous sales price.

(d) If an Owner does not commence construction within six (6) months after the purchase of a Lot from Declarant, the Owner shall seed the Lot with grass and maintain it in accordance with Section 2.20 and as required by the Iowa Department of Natural Resources and the Environmental Protection Agency.

(e) Business Activity. No full-time or part-time business activity may be conducted on any Lot or in any building or structure constructed or maintained on any Lot, except to the extent of a home occupation permitted by the City's Zoning Ordinance and except that home builders may maintain model homes during construction and Declarant may maintain a sales office during its development and sales of the Lots in Mill Ridge.

7. Article V, Section 5.05 of the Declaration is hereby deleted in its entirety and amended as follows:

Initiation Assessments. The first purchaser of a Single Family Lot, Townhome Lot, and Villa Lot that has a completed Unit constructed thereon and a certificate of occupancy has been issued, other than the Developer, shall be subject to an initiation assessment for the start-up of the Association in an amount equal to two installments of assessments (two months of monthly assessments for Townhome Lots and Villa Lots and two years of annual assessments for Single Family Lots) as set by the Board of Directors payable to the Association at the time of closing of the first purchaser of each Lot. The Association may use the initiation assessment for any of the purposes set forth in this Declaration.

8. The Association shall be responsible for the maintenance, repair, and replacement and the cost there of any sign or landscaping buffer easement in the Common Area. The cost of the Association's obligations under this section shall be assessed to the Owners per the Declaration.

9. Except as expressly modified by this Fourth 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 Fourth 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: _____
Joe Pietruszynski, Vice President

By: _____
Jennifer Schumann, Assistant Secretary

STATE OF IOWA)
)SS.
COUNTY OF DALLAS)

This record was acknowledged before me on this 2 day of April, 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.

Falon Michalski

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

