

BK: 2017 PG: 1572
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Fee Amount: \$12.00
Revenue Tax:
Chad C. Airhart Recorder
Dallas County, Iowa

Prepared by and return to: B.J. Miller, Hubbell Realty Company, 6900 Westown Parkway, West Des Moines, Iowa
50266 (515) 280-2057

SPACE ABOVE THIS LINE FOR RECORDER

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
APPLICABLE TO WATERFORD LANDING NORTH
DALLAS COUNTY, IOWA**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS APPLICABLE TO WATERFORD LANDING NORTH, DALLAS COUNTY, IOWA, is made this 24 day of January, 2017, by **WATERFORD LANDING INVESTORS, LLC**, an Iowa limited liability company, and **WATERFORD LANDING I, LLC**, an Iowa limited liability company (**collectively, the "Declarant"**).

WHEREAS, the Declarant is the owner of Waterford Landing North as that term is defined in that certain Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Waterford Landing North, Dallas County, Iowa, dated September 15, 2016, and filed for record in the Dallas County, Iowa, Recorder's Office on November 3, 2016 at Book 2016, Page 21988 (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 1.02(i); and

WHEREAS, Declarant desires to amend the Declaration to delete Article V, Section 5.05 thereof.

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

1. Article V, Section 5.05 shall be amended by deleting the existing Article V, Section 5.05 in its entirety and replacing it with the following:

"5.05 Initiation Assessments. INTENTIONALLY OMITTED."

2. Article V, Section 5.06 shall be amended by deleting from the first sentence thereof the words "In addition to the monthly assessments and initiation assessment authorized above" and inserting in their place the following:

"In addition to the assessments authorized above"

3. Except as expressly modified by this First 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, WATERFORD LANDING INVESTORS, LLC and WATERFORD LANDING I, LLC have caused this First Amendment to the Declaration to be executed as of the day and year first above stated.

WATERFORD LANDING INVESTORS, LLC

By: Hubbell Realty Company, Managing Member

By: [Signature]
Dan Cornelison, Senior Vice President

By: [Signature]
B.J. Miller, Assistant Secretary

WATERFORD LANDING I, LLC

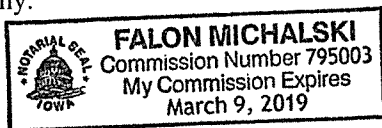
By: Hubbell Realty Company, Managing Member

By: [Signature]
Dan Cornelison, Senior Vice President

By: [Signature]
B.J. Miller, Assistant Secretary

STATE OF IOWA, COUNTY OF DALLAS) ss:

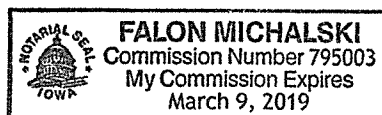
This instrument was acknowledged before me on January 24, 2017 by Dan Cornelison and B.J. Miller as Senior Vice President and Assistant Secretary, respectively, of Hubbell Realty Company, an Iowa corporation and the Managing Member of **Waterford Landing Investors, LLC**, an Iowa limited liability company.



[Signature]
Notary Public in and for said State

STATE OF IOWA, COUNTY OF DALLAS) ss:

This instrument was acknowledged before me on January 24, 2017 by Dan Cornelison and B.J. Miller as Senior Vice President and Assistant Secretary, respectively, of Hubbell Realty Company, an Iowa corporation and the Managing Member of **Waterford Landing I, LLC**, an Iowa limited liability company.



[Signature]
Notary Public in and for said State