

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
OF WOODFIELD SUBDIVISION-FIRST ADDITION,
A SUBDIVISION IN MILLS COUNTY, IOWA**

Recorder's Cover Sheet

Preparer Information: Steven H. Krohn
Suite 300, 35 Main Place
P.O. Box 249
Council Bluffs, IA 51502

Taxpayer Information: Oak Ranch Developments, LLC
52411 240th Street
Glenwood, Iowa 51534

Return Address: Oak Ranch Developments, LLC
52411 240th Street
Glenwood, Iowa 51534

Grantors: Oak Ranch Developments, LLC

Grantees:

Legal Description: See Page 1

Document or instrument number if applicable:

Declaration(0238-05)020606.1

842

DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF WOODFIELD SUBDIVISION-FIRST ADDITION, A SUBDIVISION
IN MILLS COUNTY, IOWA

THIS DECLARATION, made on the date hereinafter set forth, is made by **Oak Ranch Developments, LLC**, an Iowa limited liability company, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Mills County, Iowa and described as follows:

Lots 1 through 42 in WOODFIELD SUBDIVISION-FIRST ADDITION, a Subdivision in Mills County, Iowa.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot."

The Declarant desires to provide for the preservation of the values and amenities of WOODFIELD SUBDIVISION-FIRST ADDITION, as well as for the maintenance of the character and residential integrity of WOODFIELD SUBDIVISION-FIRST ADDITION.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots are, and each Lot is and shall be subject to all and each of the following conditions and other terms:

DEFINITION

1. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lots merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration.

ARTICLE I
RESTRICTIONS AND COVENANTS

2. The following provisions of this Article I and Article II hereof shall not apply in any manner to any of the activities of the Declarant in developing WOODFIELD SUBDIVISION-FIRST ADDITION, or any subsequent additions or phases of said subdivision or to in anyway the limit, prevent or impair any activities of the Declarant in connection therewith.

3. Each Lot shall be used exclusively for residential purposes (A) except Lot 1 which may be used for either commercial, multi-family residential or single family residential purposes and (B) except for such Lots or parts of any Lot which may hereafter be conveyed by the Declarant, or the Declarant's successors or assigns for a church, school or park or for other non-profit use (collectively all such Lots are hereinafter referred to a "Nonprofit Lots" or each a "Nonprofit Lot"). The restrictions, covenants and easements as set forth herein shall not apply to Lot 1 or to any Nonprofit Lot except as specifically provided and referenced herein and except as hereinafter provided, the term "Lot" or "Lots" shall not refer to Lot 1 or any Nonprofit Lot. Each Lot shall be used for only single family residential purposes and shall be known and described solely as a single family residential lot and no residence located on any Lot may be designated, used or converted for the use of more that one family except that Lots 2 through 7, inclusive, may also be used for attached duplexes or attached townhouses, each with two single family units per each duplex or townhome per Lot.

4. Architectural control for the development of the Lots shall be provided by an Architectural Committee (the "Committee").

The Committee shall originally consist of Alfred Beier, Martha Cheney and Ed Cambridge, who shall be permanent members of the Committee until they resign or die or are otherwise unable to serve. Two years from the date of this Declaration, one additional person shall be added to the membership of the Committee, bringing the total number of members of the Committee to four members. Four years from the date of this Declaration, one additional person shall be added to the membership of the Committee, bringing the total number of members of the Committee to five members. Six years from the date of this Declaration, an additional person shall be added to the membership of the Committee, bringing the total number of members of the Committee to six members.

During the six year period after the date of this Declaration, all persons serving as additional members may be removed as a member of the Committee at any time, with or without cause, by a majority vote of the remaining members of the Committee by written notice from the Committee to said person. During the six year period after the date of this Declaration, all persons appointed as additional members to the Committee (and all persons appointed to serve as a member of the Committee to replace a previous member who has resigned, dies or who otherwise has become unable to serve or who are removed) during the six year period after the

844

date of this Declaration shall be selected and appointed by a majority vote of the remaining members of the Committee.

Beginning on the seventh year after the date of this Declaration, the members of the Committee shall be selected by a vote of the members of the Association (as that term is hereinafter defined in Article III below); provided that only an Owner of one or more Lots may serve as Member of the Committee.

5. No residence, building, fence, wall, driveway, patio, patio enclosure, mail box (including any post, stand or structure therefore), rock garden, swimming pool, pool house, tennis court, basketball backboard (including any backboard affixed to a residence, building or other improvement or free-standing, any post, stand or structure therefore, whether temporary or permanent), swing set, jungle gym, playground set, dog house, tree house, antenna, flag pole, solar heating or cooling device, tool shed, wind mill, wind generating equipment, storage building, ancillary building, greenhouse or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Architectural Committee (the "Committee") or the Committee's designee as follows:

(a) An Owner desiring to erect an Improvement on any Lot shall deliver two sets of construction plans, landscaping plans and plot plans to the Committee (herein collectively referred to as the "Plans"). Such plans shall reflect or include a description of the type of Improvement, the quality and use of exterior materials, exterior design, the exterior color or colors of such Improvement and the proposed location of the Improvement on the Lot. Concurrent with submission of the plans, an Owner shall notify the Committee of the Owner's mailing address.

(b) The Committee shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by the Committee. In this regard, the Committee intends that the Lots shall be and form a developed residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Committee to promote development of the Lots and to protect the values, character and residential quality of all Lots. If the Committee determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring lots as a quality residential community, the Committee may refuse approval of the proposed Improvement.

(c) Written Notice of any approval of a proposed Improvement shall be mailed to the Owner at the address specified by the Owner upon submission of the Plans. No construction, including any grading or other preparation for the construction of the

845

Improvement causing a physical change to the Lot shall commenced prior to the issuance of such written notice of approval.

(d) No Owner, or combination of owners, or other person or persons shall have any right to any action by the Committee, or to control, direct or influence the acts of the Committee with respect to the approval or disapproval of any proposed improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Committee by virtue of the authority granted to the Committee in this Section, or as a result of any act or failure to act by the Committee with respect to any proposed improvement.

6. No part of any residence, except as hereinafter provided, may be erected or maintained on any of the Lots nearer to the front street right-of-way ("R.O.W.") than twenty-five (25) feet, nor nearer to the side Lot line than ten (10) feet; provided, however, that the Committee shall have and does hereby reserve the right with the consent in writing of the record owner of the fee simple title to any such Lot, to change any building line on any such lot or lots, so long as the change conforms to the Mills County, Iowa Zoning Ordinances, if any, then in effect.

7. a. No single-family residence and no duplex or townhome shall be created, altered, placed or permitted to remain on any Lot, other than one detached single-family dwelling on each Lot, which does not exceed two stories in height except that Lots 2 through 7, inclusive, may also be used for attached duplexes or attached townhouses, each with two single family units per each duplex or townhome per Lot, which does not exceed two stories in height. All single family residences and each unit of any duplex or townhome (Each such residence and each unit of each such duplex or townhome being hereinafter referred to in this Section 7 as a "Residence") designed for construction on any Lot will be required to have the following minimum square footage; to-wit:

- (1) One Story Residence: 1400 square feet of finished living area will be required on ground level.
- (2) Two Story and One and One-Half Story Residence: 1600 square feet of finished living area will be required above the basement level with at least 900 square feet of finished living area required on the first floor above the ground level.
- (3) Bi-Level, Tri-level and Split-Level and Split-Entry Residences: 1600 square feet of finished living area will be required, with at least 1200 square feet of finished living area required on the first floor above the ground level.

846

- (4) Split Entry or Raised Ranch with Two Car Garage under Dwelling Residence: 1600 square feet of finished living area will be required, with at least 1400 square feet of finished living area required above the ground level.

b. The phrase "finished living area" as used in this Section shall include in all cases areas on the first and second floor of the Residence enclosed and finished for all-year occupancy computed on outside measurement of the Residence. The term shall not include any area in any basement, breezeway, garage, porch or attic finished or unfinished. No Residence erected on any lot shall be more than two stories in height, unless consented to in writing by the Committee. The Committee shall have and hereby reserves the right to reduce the floor area requirement set forth above, provided the total reduction for any one Residence may not exceed ten (10) percent of such minimum floor area requirements for such Residence.

c. Each Residence shall include at least an attached two car garage.

8. No Lot may be subdivided nor may any two or more Lots be combined to form one building lot for a single residence, duplex or townhome without the consent of the Committee.

9. The exposed portions of the front foundation walls and any exposed foundation walls facing any street of any residence, duplex or townhome must be covered with either siding, stone, brick, or painted simulated brick and any other exposed foundation walls shall be covered with either brick, stone or siding or shall be painted. At least two hundred (200) square feet of the exposed front walls and of any exposed walls facing any street of any residence, duplex or townhome must be covered with either stone or brick

10. All driveways must be constructed of concrete, brick, paving stone or with other materials approved in writing by the Committee. Each driveway shall be used to serve only a single residence or serve a single unit of any duplex or townhome on the Lot for which such driveway is constructed unless otherwise approved in writing by the Committee. If the road in front of the Lot is constructed of asphalt, prior to pouring concrete for the construction of driveways, vertical saw cuts will be made along the edge of the pavement of the adjoining road and remove excess asphalt there from prior to pouring concrete for such driveway against the edge of the road. Prior to the construction of any driveway, each Owner shall make application to the Office of the Mills County Engineer or such other governmental office with authority over the location of driveways for a Driveway Entrance Permit and each Owner shall construct, install and maintain the driveway and any driveway culvert in accordance with any requirements of any such governmental authority.

11. No signs, advertisements, billboards, other advertising structures, unsightly objects or nuisances of any kind shall be erected, placed or permitted to remain on any Lot without the consent of the Committee except one sign per Lot consisting of not more than seven

(7) square feet advertising a Lot and any improvements thereon as "For Sale"; provided that the Committee shall have the power and authority to install any and all entrance and/or identification signs for the entire WOODFIELD SUBDIVISION-FIRST ADDITION, and the streets therein. Each Owner shall make application to the Office of the Mills County Engineer (or such other governmental office with authority over the issuance of 911 addresses) for a 911 address and each Owner shall install and maintain a 911 Address Sign for each Lot.

12. No exterior television or radio antenna, satellite receiving or exterior solar heating or cooling device of any sort shall be permitted on any Lot without the specific prior written approval of the Committee.

13. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles or other motor vehicles outside of the garages located on the Lot shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot, except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

14. No boat, camper, motorcycle, snowmobile, all terrain vehicle, trailer, auto-drawn or mounted trailer of any kind, recreational vehicle, mobile home, truck, aircraft, camper trailer, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) at any time. No motor vehicles may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the residence, duplex or townhome located on such Lot. No construction equipment, grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 14 shall not apply to trucks, tractors or commercial vehicles that are necessary for the construction of a residence, duplex or townhome s or other Improvements during the period of construction.

15. No incinerator, trash burner or open burning of any kind shall be permitted on any Lot. No garbage or trash can or container shall be permitted unless completely screened from view, except for pickup purposes. No fuel tank or propane tank shall be permitted on any Lot unless completely buried underground. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothesline shall be permitted outside of any residence, duplex or townhome at any time. Produce or vegetable gardens may only be planted and maintained in rear yards or in side yards that are not facing any street, with the written approval of the Committee.

16. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots. No exterior Christmas lights or other decorative lighting or other decorations of any kind may be erected or

848

maintained at anytime on any Lot or on any residence, duplex or townhome or other Improvement located on any Lot, except for a ninety (90) day period beginning on November 15 of each calendar year.

17. No woven wire or barbed wire fences shall be erected or maintained. All fences, walls, screens or other barriers of any nature or type must be approved by the Committee. No fences, walls, screens or other barriers of any nature or type shall exceed a height of four (4) feet from the ground level nor extend forward toward the street from any foundation of any residence, duplex or townhome facing a street, and no posts or braces shall be located on the outside of any such fence, wall, screen or other barrier.

18. No above ground swimming pools shall be placed or maintained on any Lot.

19. Construction of any Improvement shall be completed within six (6) months from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade, drainage or contour of any Lot without the prior written consent of the Committee. Materials and equipment used in construction and landscaping shall be maintained and stored in neat and orderly manner. Discarded materials, rubbish, trash and unneeded equipment will be removed from the Lot at least weekly during the construction and landscaping process. No street shall be used for the storage or loading or unloading of any materials or equipment and all construction and landscaping operations and activities will be confined to the Lot on which the construction and landscaping operations and activities are occurring. If any Improvement is damaged or destroyed, the Improvement shall be removed or fully repaired within three (3) months of the date of such damage or destruction unless the Committee extends such time for repair or removal for good cause shown.

20. Driveway approaches shall be constructed of concrete or other material acceptable to the Committee. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete or other material acceptable to the Committee. No asphalt overlay of driveway approaches will be permitted.

21. No animals of any kind shall be raised, bred, or kept on any Lot, except that up to a combined total of two of any of the following types of animals may be kept as pets: dogs, cats or other animals of a type of a type commonly used or permitted to be used as household pets in urban areas, so long as such animals are kept in compliance with any ordinances or regulations of Mills County, Iowa or any other applicable governmental authority; provided however, that under no circumstances shall any poultry (including but not limited to chickens, ducks, geese, cattle, exotic birds or turkeys), horses, donkeys, reptiles, mules, swine or any member of the swine family be raised bred or kept on any Lot. No household pets may be sheltered on any Lot outside the residence, duplex or townhome on said Lot. No dogs or other household pets shall be allowed to run free on any other Lot. No stable or other shelter for any household pet shall be erected, altered, placed or permitted to remain on any Lot, except for a dog house to be used to

house up to two dogs (if two dogs are permitted on said Lot under the other provisions of this Section 21; provided always that the construction plans, specifications and the location of the proposed structure for a doghouse have been first approved by the Committee, or its assigns. Dog houses shall only be allowed adjacent to the rear of the residence, concealed from public view. No dog runs or kennels may be constructed or installed on any Lot without the written permission of the Committee. The plans proposed site location and materials to be used in the construction of the dog runs or kennels shall be provided to the Committee for Committee's review as in the case of any other Improvement.

22. All Lots shall at all times be kept free of weeds, trash and debris, including unused building materials. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Notwithstanding the foregoing provisions of this Section 27, portions of Lots 3 through 7 contain areas of plantings of native grasses, shrubs and native vegetation and such areas of said Lots have been designated on the Final Plat of WOODFIELD SUBDIVISION-FIRST ADDITION, as being subject to native grass easements or some similar designation (the "Native Grass Areas") and each Owner agrees to at all time protect and maintain the Native Grass Areas in accordance with all NRCS requirements and all requirements of any other governmental authority and any other requirements as necessary to meet the conditions of the grant for the planting of such areas (the "Native Grass Area Restrictions").

23. Any exterior air-conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view..

24. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches except as may be required to comply with and meet any applicable Native Grass Area Restrictions.

25. No structure of a temporary character, carport, trailer, basement, storage shed, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No temporary structures of any kind may be erected or used as a residence. Pool and bathhouses may be approved by the Committee as an Improvement, pursuant to Paragraph 2 of this Article. No structure or dwelling shall be moved to any Lot without the written approval of the Committee.

26. No water wells may be dug or drilled on any Lot that is serviced by City Water. If City Water is not available to any Lot, the Owner shall submit to Committee the plans and specifications, including the location of the proposed well and the Committee shall have the authority to approve said location and the plans and specifications for the proposed well. No well may be dug or drilled without the Committee's expressed written permission.

27. All garage doors shall remain closed at all times when not in use for entry to or exit from the garage.

28. No Owner of any Lot shall use, suffer or permit any person or persons in any manner whatsoever, to use any parcel for any purpose in violation of the laws and regulations of the United States, the laws and regulations of the State of Iowa, or the ordinances and regulations of Mills County, Iowa, or any other lawful authority. No Owner of any Lot shall use, suffer or permit any person or persons in any manner whatsoever, to use any Lot for any purpose or in any manner which will constitute a noxious or offensive activity or an unreasonable, improper invasion upon the quiet use and enjoyment of any other Lot. Each Owner of a Lot shall maintain said Lot in a clean and wholesome condition and all police regulations shall in all respect and at all times be fully complied with by the Owner of said Lot so as to prevent noxious and offensive activities or conditions which could constitute a public or private nuisance. No unsightly objects or nuisances of any kind shall be erected, placed or permitted to remain on any Lot nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner or Owners of any Lot or any resident thereof.

29. No telephone, electric or other utility lines or conduits or fuel or propane tanks shall be located aboveground.

30. Every Owner is hereby advised of the requirement to abide by all provisions of the Woodfield Erosion and Sedimentation Control Plan and the General NPDES Permit issued to the Declarant by the Iowa DNR and each Owner shall fully comply with all such requirements as to the Lot of that Owner. Every Owner is hereby made a party to this Permit regarding storm discharge associated with construction activities on or adjacent to their Lot.

Prior to commencing construction of any Improvement, each Owner shall prepare a Site Grading and Erosion Control Plan for their Lot and shall obtain final approval of the same from the Mills County Natural Resource Conservation Service or from any other governmental authority with the authority to grant the approval of the same. Such Plan shall provide for properly installed silt fences; erosion control devices; temporary rock entrance to prevent mud from tracking onto the pavement of streets and roads; temporary and permanent seeding; slope stabilization; and run-off control.

Each Owner, or their general contractor, shall be responsible for the preparation and maintenance of Site Inspection Log in a form attached hereto as Exhibit "A" and by this reference made a part hereof which Log shall be kept current at all times, and which Log shall be available for review by the Declarant and by all relevant government agencies at any time and from time to time as the Declarant or any government agencies may request.

Each Owner shall be responsible for the cost of cleanup or repair any adjacent areas that suffer erosion, siltation, contamination, or other damage caused by uncontrolled storm water discharge

from their Lot. Each Owners shall also be fully responsible for the payment of all fines or other sanctions imposed by government agencies for such occurrences.

ARTICLE II
COMMON FACILITIES, EASEMENTS AND RESTRICTIONS
RELATING TO COMMON FACILITIES

31. There shall be created, as shown on the face of the final plat of the WOODFIELD SUBDIVISION-FIRST ADDITION, such open space tracts as the Declarant may determine which open space tracts owned by Declarant which portions of property are designated on the Final Plat of WOODFIELD SUBDIVISION-FIRST ADDITION, as "Common Facilities".

32. The Common Facilities as well as all easements related thereto created or arising out of the WOODFIELD SUBDIVISION-FIRST ADDITION development shall be for the benefit of all Lots in the WOODFIELD SUBDIVISION-FIRST ADDITION, and for the benefit of subsequent additions and/or phases which may added and shall be developed, used, paid for, and maintained, as provided in this declaration.

33. When the Declarant is no longer entitled to two hundred (200) votes per Lot owned by the Declarant as provided in paragraph 43, below, the Common Facilities will be deeded by the Declarant to the Association (as hereinafter defined) by Quit Claim Deed.

34. Maintenance of the Common Facilities, related easements, and/or any amenities located on them shall be completed by the Association at the cost and expense of the Owners of the Lots. All of such costs, including, but not limited to, maintenance expenses, insurance, and real property taxes, shall be borne by the Owners of the Lots through assessments by the Association.

35. It is the express intent of the Declarant that, during the development phase of the WOODFIELD SUBDIVISION-FIRST ADDITION, and other additions and/or phases of WOODFIELD SUBDIVISION, the Lots that have been created in the earlier additions and/or phases will have the benefit of the Common Areas, related easements, and amenities that exist on them, and shall pay for the same, and that the undeveloped property within the WOODFIELD SUBDIVISION shall not bear the burden of such expense.

36. No Owner of any Lot shall use, suffer or permit any person or persons in any manner whatsoever, to use the Common Areas or any portion thereof for any purpose in violation of the laws and regulations of the United States, the laws and regulations of the State of Iowa, or the ordinances and regulations of Mills County, Iowa, or any other lawful authority.

37. No Owner of any Lot shall use, suffer or permit any person or persons in any manner whatsoever, to use the Common Areas or any portion thereof for any purpose which will constitute an unreasonable, improper invasion upon the quiet use and enjoyment of any Lot or

for any noxious and offensive activities or in such a manner so as to cause conditions which could constitute a public or private nuisance or in violation of any rules or regulations established by the Association for the use of the Common Areas.

38. Every Owner of a Lot shall have a non-exclusive right and easement of enjoyment in and to the Common Area in common with all other Owners that shall be appurtenant to and shall pass with the title to each Lot, subject to the following rights of the Association:

- (a) The right to charge reasonable admission and other fees for the use of any recreational facility situated within the Common Area;
- (b) The right to suspend the right of use of the Common Areas of any Owner or Owners for periods during which assessments against a Lot remain unpaid,
- (c) The right to suspend the right of use of the Common Areas of any Owner or Owners for any infraction of the published rules and regulations of the Association;
- (d) The right to dedicate or transfer all or any part of the Common Area to any municipality, public agency, authority, or utility for such purposes.
- (e) The right to establish and enforce rules or regulations for the use of the Common Areas

39. Subject to such limitations as may be imposed by the Bylaws of the Association, each Owner may delegate such Owner's right of enjoyment in and to the Common Areas and facilities to the members of the family, or to guests, tenants, and invitees.

40. Nothing shall be kept on, stored on, altered upon, planted upon, dumped upon constructed on, or removed from the Common Area except on the written consent of the Association.

41. No sod, topsoil, muck, trees or shrubbery may be removed from the Common Area by Owners without the written approval of the Association. The Common Areas shall not be used for dumping of earth or any waste materials, including grass clipping or leaves. No burning of any kind is permitted on the Common Areas, except on the prior written consent of the Association.

853

ARTICLE III.
HOMEOWNERS' ASSOCIATION

42. The Association. Declarant has caused or will cause the incorporation of WOODFIELD SUBDIVISION HOMEOWNERS ASSOCIATION, an Iowa not for profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of WOODFIELD SUBDIVISION including:

(a) The landscaping, improving, equipping, maintaining, operating, repairing, keeping up and replacing Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include the Common Facilities as described above and hereafter acquired playgrounds and parks; dedicated and nondedicated roads, paths, ways, entry areas and green areas; and signs and entrances for WOODFIELD SUBDIVISION.

(b) The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of any Common Facility.

(c) The exercise, promotion, enhancement and protection of the privileges and interests of the residents of WOODFIELD SUBDIVISION; and the protection and maintenance of the residential character of WOODFIELD SUBDIVISION.

43. Membership and Voting. The Owner of each Lot shall be and shall be automatically deemed by acceptance by the subsequent owner or grantee of any deed for a Lot to be a Member of this Association. Membership in the Association shall be appurtenant to and may not be separated from the ownership of a Lot

The Owner of each Lot other than Declarant, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association. When more than one person or entity holds an ownership interest in a Lot, all such persons or entities shall be considered to be Members of the Association but only one (1) vote for such Lot may be cast with regard to any such Lot and all of the owners of such a Lot will file a designation with the Association as to the name of the person who will exercise the right to vote as a Member for that Lot and if such owners fail to designate in writing such person, no vote shall be entitled to be cast for such Lot.

854

Declarant shall be entitled to two hundred (200) votes per Lot owned which is held to be sold to a contractor for future construction of a home until the earlier of either (a) the number of votes held by the Declarant for Lots owned by the Declarant become equal to the number of votes held by the Owners for all other Lots; or (b) the Declarant waives the Declarant's rights to vote in the matters coming before the Association.

44. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Iowa Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

- (a) The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations regulating to the Common Facilities.
- (b) The landscaping, mowing, watering, repair and replacement of trails, parks, medians, island in cul-de-sacs, outlets and other public property and improvements on parks, medians, thoroughfares or public property within or near WOODFIELD SUBDIVISION.
- (c) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
- (d) The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.
- (e) The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.
- (f) The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
- (g) The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.

855

(h) The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.

(i) General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

(h) The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

(j) The exercise of any and all rights assigned to the Association by Declarant including but not limited to the architectural control of the improvements constructed in WOODFIELD SUBDIVISION by and through the Committee appointed by the Association from and after the date which is seven years from the date of this Declaration.

45. Mandatory Duties of the Association. The Association shall maintain and repair any entrance landscaping, entrance monuments and signs which have been or will be installed by Declarant along the entrances to WOODFIELD SUBDIVISION and the maintenance and care of any property or Lots that the Association may own.

46. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

47. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant or sold by the Declarant to a contractor for future construction of a home.

48. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all

successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

49. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Section 3 of this Article.

50. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities

51. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 5, above.

52. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

53. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of ten percent (10%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability of the charge and lien provided for herein by nonuse of the Common Area or abandonment of an Owner's Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any right of the Association.

54. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

854

55. Declarant's Lots. Notwithstanding the above requirements regarding the payment of assessments, lots owned by Declarant and held for sale shall not be subject to the payment of any assessments until they are sold.

ARTICLE IV.
EASEMENTS

A perpetual license and easement is hereby reserved to erect and operate, maintain, repair and renew buried or underground storm sewers, sanitary sewers, water and gas mains and cables, lines or conduits and other electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception thereof and for other purposes on, over, through, under and across the areas as designated for such purposes on the Final Plat of WOODFIELD SUBDIVISION-FIRST ADDITION. No structures or trees or shrubs of any kind shall be constructed on any area subject to the license and easement areas described above. A perpetual license and easement is hereby reserved for the plantings of native grasses, shrubs and native vegetation on such portions of Lots 3 through 7, inclusive designated on the Final Plat of WOODFIELD SUBDIVISION-FIRST ADDITION and no activity or improvement or other action taken with regard to the same that will cause any NRCS requirements and any other requirements of any other governmental authority and any other requirements as necessary to meet the conditions of the grant for the planting of such areas to be violated.

The Declarant further retains the right to an easement over the Common Areas and over any other outlots shown on the on the Final Plat of WOODFIELD SUBDIVISION-FIRST ADDITION as necessary to facilitate the final construction of the Subdivision and any additional additions or phases of the Subdivision, for the utility installation for the Subdivision and any additional additions or phases of the Subdivision and sales and marketing activities of the Lots by the Declarant and the right to grant additional easements to any public authorities and utility companies over any portion of the Common Areas and over any other outlots shown on the on the Final Plat of WOODFIELD SUBDIVISION-FIRST ADDITION Subdivision to correct any drainage issues or problems that may arise (provided however that the Declarant shall have no obligation to undertake any such correction of any drainage issues or problems).

ARTICLE VI.
GENERAL PROVISIONS

56. Except for the authority and powers specifically granted to the Declarant, the Declarant, the Association or any Owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. 858

57. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended solely by Declarant in any manner which it may determine in its full and absolute discretion at any time and from time to time until all Lots have been sold, or for a period of ten (10) years from the date hereof, whichever first occurs including but not limited to by adding additional lots, and common areas as property subject to the terms of this Declaration and to the Association and to remove any property, Lots or Common Area previously subject to this Declaration from the terms thereof. Lots sold by Declarant shall not include any Lot sold to contractors for future construction of homes and shall remain for purposes of this Declaration a Lot which have not been sold until a residence is purchased by an Owner for the purpose of constructing a residence on said Lot to be occupied by said Owner or until a residence has been constructed on such a Lot and the same has been sold by such a contractor to a third party. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than 100% of the Lots covered by this Declaration. Easements contained herein may not be amended unless they are amended by agreement of all parties concerned with the easement.

58. Oak Ranch Developments, LLC, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

59. Invalidation of any covenant shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 31st day of March, 2006.

Oak Ranch Developments, LLC:

By: Edward F. Cambridge
Edward F. Cambridge
Its: Manager

STATE OF IOWA)
)
) ss.
COUNTY OF Polk)

On this 31 day of March, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Edward F. Cambridge to me personally known, who being by me duly sworn, did say that he is the Manager of Oak Ranch Developments, LLC, an Iowa limited liability company, executing the foregoing instrument, that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company, by authority of the limited liability

859

company's members; and that he as the manager acknowledged execution of the instrument to be the voluntary act and deed of the limited liability company by it and by the manger voluntarily executed.



Steven H. Krohn
NOTARY PUBLIC IN AND FOR SAID STATE

860

CAMBRIDGE PROPERTIES, L.C.

20703 Barrus Road
Glenwood, Iowa 51534
Phone: 712-366-5737
Fax: 712-366-4880

Email: cambridgeproperties@glenwoodcs.com

*Call to
pick
up*



ED CAMBRIDGE

3127

J. M. W.
**INDEXED
RECORDED
MILLS CO.**

RECORDED 8:05 A M
BK 404 PG 704-710

OCT 15 2003

#37.00 Fee

Victoria M. [Signature]
Mills County Recorder

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
OF WOODFIELD SUBDIVISION-FIRST ADDITION,
A SUBDIVISION IN MILLS COUNTY, IOWA**

Recorder's Cover Sheet

Preparer Information: Steven H. Krohn
Suite 300, 35 Main Place
P.O. Box 249
Council Bluffs, IA 51502

Taxpayer Information: Oak Ranch Developments, LLC
52411 240th Street
Glenwood, Iowa 51534

Return Address: Oak Ranch Developments, LLC
52411 240th Street
Glenwood, Iowa 51534

Grantors: Oak Ranch Developments, LLC

Grantees:

Legal Description: See Page 1

Document or instrument number if applicable:

*CAD B SL 302 B
401/214-236*

*CAD B SL 279A#B
368/829*

Declaration(0238-05)052708

404/704

FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF WOODFIELD SUBDIVISION-FIRST ADDITION, A SUBDIVISION
IN MILLS COUNTY, IOWA

THIS FIRST AMENDMENT TO DECLARATION, made on the date hereinafter set forth, is made by **Oak Ranch Developments, LLC**, an Iowa limited liability company, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

A. The Declarant has previously filed a Declaration of Covenants, Conditions, Restrictions and Easements of Woodfield Subdivision-First Addition, a Subdivision in Mills County, Iowa (the "Original Declaration") with the Mills County Recorder on July 19, 2005 in Miscellaneous Record 368, Page 842, as part of Instrument No. 2283.

B. The Original Declaration concerned certain land owned by the Declarant described in the Original Declaration as the Lots 1 through 42 in WOODFIELD SUBDIVISION-FIRST ADDITION, a Subdivision in Mills County, Iowa ("First Addition").

C. Under Article VI, paragraph 57 of the Original Declaration, the Declarant reserved the right to amend the Original Declaration solely by Declarant in any manner which the Declarant may determine in its full and absolute discretion at any time and from time to time until all Lots have been sold, or for a period of ten (10) years from the date thereof, whichever first occurs including but not limited to by adding additional lots, and common areas as property subject to the terms of this Declaration and to the Association and to remove any property, Lots or Common Area previously subject to this Declaration from the terms thereof.

D. All Lots have not been sold and a period of ten (10) years has not passed from the date of the Original Declaration.

E. The Declarant desires to add certain additional lots and other areas as property subject to the terms of the Original Declaration and to modify certain provisions and to correct certain typographical errors in the Original Declaration, all as hereinafter provided.

NOW, THEREFORE, Declarant does hereby amend the Original Declaration in the following respects:

1. The title of the Original Declaration on the Recorder's Cover Page and at the top of page 2 of the Original Declaration is amended to read as follows:

"DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS OF WOODFIELD SUBDIVISION, PHASE I, A SUBDIVISION
IN MILLS COUNTY, IOWA AND OF WOODFIELD SUBDIVISION, PHASE II, A
SUBDIVISION IN MILLS COUNTY, IOWA"

2. The first two paragraphs of the Preliminary Statement of the Original Declaration are hereby amended to read as follows:

"The Declarant is the owner of certain real property located within Mills County, Iowa and described as follows:

Lots 1 through 42 in WOODFIELD SUBDIVISION-FIRST ADDITION, a Subdivision in Mills County, Iowa ("WOODFIELD SUBDIVISION-FIRST ADDITION,") and Lots 1 through 5 in WOODFIELD SUBDIVISION-SECOND ADDITION, a Subdivision in Mills County, Iowa ("WOODFIELD SUBDIVISION-SECOND ADDITION").

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot."

The Declarant desires to provide for the preservation of the values and amenities of WOODFIELD SUBDIVISION-FIRST ADDITION and WOODFIELD SUBDIVISION-SECOND ADDITION, as well as for the maintenance of the character and residential integrity of WOODFIELD SUBDIVISION-FIRST ADDITION and WOODFIELD SUBDIVISION-SECOND ADDITION."

3. Paragraph 2 of Article I is amended to read as follows:

"2. The following provisions of this Article I and Article II hereof shall not apply in any manner to any of the activities of the Declarant in developing WOODFIELD SUBDIVISION-FIRST ADDITION, WOODFIELD SUBDIVISION-SECOND ADDITION or any subsequent additions or phases of said subdivision or to in anyway the limit, prevent or impair any activities of the Declarant in connection therewith."

4. In Subparagraph (c) of Paragraph 5 of Article I, the word "commenced" is amended to the word "commence".

5. Paragraph 31 of Article II is amended to read as follows:

"31. There shall be created, as shown on the face of the final plats of the WOODFIELD SUBDIVISION-FIRST ADDITION and WOODFIELD SUBDIVISION-SECOND ADDITION, such open space tracts as the Declarant may determine which open space tracts owned by Declarant which portions of property are designated on the Final Plat of WOODFIELD SUBDIVISION-FIRST ADDITION and on the Final Plat of WOODFIELD SUBDIVISION-SECOND ADDITION as "Common Facilities".

6. Paragraph 32 of Article II is amended to read as follows:

"32. The Common Facilities as well as all easements related thereto created or arising out of the WOODFIELD SUBDIVISION-FIRST ADDITION development and/or the WOODFIELD SUBDIVISION-SECOND ADDITION development shall be for the benefit of all Lots in the WOODFIELD SUBDIVISION-FIRST ADDITION, in the WOODFIELD SUBDIVISION-SECOND ADDITION and for the benefit of subsequent additions and/or phases which may added and shall be developed, used, paid for, and maintained, as provided in this declaration.

7. Paragraph 35 of Article II is amended to read as follows:

"35. It is the express intent of the Declarant that, during the development phase of the WOODFIELD SUBDIVISION-FIRST ADDITION, and/or the WOODFIELD SUBDIVISION-SECOND ADDITION and other additions and/or phases of WOODFIELD SUBDIVISION, the Lots that have been created in the all additions and/or all phases will have the benefit of all of the Common Areas, related easements, and amenities that exist on any of the additions to and/or phases of WOODFIELD SUBDIVISIONS and shall pay for the same, and that the unplatted and/or undeveloped property within the WOODFIELD SUBDIVISION shall not bear the burden of such expense."

8. Paragraph 51 of Article III is amended to read as follows:

51. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots except that assessment and dues for the Owner of Lot 1 of WOODFIELD SUBDIVISION-SECOND ADDITION shall be assessed at rate of three times the rate assessed as to any other Lot, but dues may be abated as to individual Lots, as provided in Section 47, above.

9. Article IV of the Original Declaration is hereby amended as follows:

"ARTICLE IV.
EASEMENTS

A perpetual license and easement is hereby reserved to erect and operate, maintain, repair and renew buried or underground storm sewers, sanitary sewers, water and gas mains and cables, lines or conduits and other electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception thereof and or other purposes on, over, through, under and across the areas as designated for such purposes on the Final Plat of WOODFIELD SUBDIVISION-FIRST ADDITION and as shown on the Final Plat of the WOODFIELD SUBDIVISION-SECOND ADDITION. No structures or trees or shrubs of any kind shall be constructed on any area subject

to the licensee and easement areas described above. A perpetual license and easement is hereby reserved for the plantings of native grasses, shrubs and native vegetation on such portions of Lots 3 through 7, inclusive designated on the Final Plat of WOODFIELD SUBDIVISION-FIRST ADDITION and no activity or improvement or other action taken with regard to the same that will cause any NRCS requirements and any other requirements of any other governmental authority and any other requirements as necessary to meet the conditions of the grant for the planting of such areas to be violated

The Declarant further retains the right to an easement over the Common Areas and over any other outlots shown on the on the Final Plat of WOODFIELD SUBDIVISION-FIRST ADDITION and/or shown on the on the Final Plat of the WOODFIELD SUBDIVISION-SECOND ADDITION as necessary to facilitate the final construction of the Subdivision and any additional additions or phases of the Subdivision, for the utility installation for the Subdivision and any additional additions or phases of the Subdivision and sales and marketing activities of the Lots by the Declarant and the right to grant additional easements to any public authorities and utility companies over any portion of the Common Areas and over any other outlots shown on the on the Final Plat of WOODFIELD SUBDIVISION-FIRST ADDITION and/or shown on the on the Final Plat of the WOODFIELD SUBDIVISION-SECOND ADDITION to correct any drainage issues or problems that may arise (provided however that the Declarant shall have no obligation to undertake any such correction of any drainage issues or problems)."

10. The Original Declaration is hereby amended to add the following provisions as Article V:

"ARTICLE V.
RESTRICTIONS AND PROVISIONS APPLICABLE
TO NONPROFIT LOTS

The provisions of paragraphs 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30 of Article I shall apply to each Nonprofit Lots except:

- a. that where the terms "residence", "homes" or "residence, duplex or townhome" appears, the same shall mean with regard to each and any Nonprofit Lot any building constructed thereon.
- b. with regard to paragraph 11, as to a Nonprofit Lot, one or more signs regarding identifying the owner of a Nonprofit Lot and concerning the activities conducted thereon by the Owner may be erected, placed and permitted to remain on any Nonprofit Lot with the consent of the Committee

and the nature, type, size and other matters concerning said sign shall have been approved by the Committee.

c. with regard to paragraph 14, as to a Nonprofit Lot, outside parking is permitted on the areas of the Nonprofit Lot constructed and designated for such purpose during activities being conducted by the Owner. No such parking shall be permitted on the streets of the WOODFIELD SUBDIVISION for such purposes.

d. with regard to paragraph 19, as to a Nonprofit Lot, construction of any Improvement shall be completed within nine (9) months from the date of commencement of excavation or construction of the Improvement.

Each Nonprofit Lot shall be used exclusively for a church, school or park or for other non-profit use and no Nonprofit Lot shall be designated, used or converted for any other use except that the same may be converted to residential uses otherwise required for other Lots for uses as permitted herein.

The Common Facilities shall be available for the use and benefit of the owner of any Nonprofit Lot or its members so long as the same continues to be used as a church, school or park or for other non-profit use; provided that the owner of any Nonprofit Lot or its members shall not use the Common Facilities that in any way places an undue burden on the Common Facilities or that unduly interferes with the use of the Common Facilities by any other owner.

The Owner of a Nonprofit Lot shall be a Member of the Association as any other Member except that notwithstanding anything herein to the contrary (including the provisions of paragraph 43), the Owner of a Nonprofit Lot shall have a total of three votes for each such Lot and shall be subject to assessments as any other Lot except that the Owner of Lot 1 of WOODFIELD SUBDIVISION-SECOND ADDITION shall be assessed at rate of three times the rate assessed as to any other Lot."

Except as herein modified above, the Original Declaration remains in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 11th day of June, 2008.

Oak Ranch Developments, LLC:

By: Edward T. Culver

Its: Manager

STATE OF IOWA

COUNTY OF

Mills

)
)ss.
)

On this 11 day of June, 2008, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ed Cambridge to me personally known, who being by me duly sworn, did say that he is the Gen Mgr Oak Ranch Developments, LLC, an Iowa limited liability company, executing the foregoing instrument, that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company, by authority of the limited liability company's members; and that he as the manager acknowledged execution of the instrument to be the voluntary act and deed of the limited liability company by it and by the manger voluntarily executed.



NOTARY PUBLIC IN AND FOR SAID STATE

