

WARREN COUNTY, IOWA
FILED FOR RECORD

07 NOV 20 PM 2:41
11230

BOOK ~~2007~~ PAGE _____
POLLY J. GLASCOCK, RECORDER

DEPUTY

17th Change

Prepared by, and when recorded, return to: Jennifer L. Drake, Hubbell Realty Company,
6900 Westown Parkway, West Des Moines, Iowa 50266-2520 (515) 280-2057

SPACE ABOVE THIS LINE FOR RECORDER

SIXTH MODIFICATION OF
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
APPLICABLE TO
THE LEGACY
NORWALK, WARREN COUNTY, IOWA

1700
DJG
IAT

THIS SIXTH MODIFICATION OF DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS APPLICABLE TO THE LEGACY, NORWALK, WARREN COUNTY, IOWA is made this 15th day of November, 2007, by **H-CM, L. L. C.**, an Iowa limited liability company, (“**Declarant**”).

WHEREAS, Declarant, as the Owner of The Legacy, as defined in Section 10.2(n) thereof, subjected The Legacy to that certain Declaration of Covenants, Conditions, Easements and Restrictions Applicable to The Legacy, Norwalk, Warren County, Iowa, dated September 17, 2001 and filed for record in the Office of the Recorder for Warren County, Iowa on September 18, 2001 in Book 2001 at Page 9480, as modified by that certain First Modification of Declaration of Covenants, Conditions, Easements and Restrictions Applicable to The Legacy, Norwalk, Warren County, Iowa, dated November 13, 2001 and filed for record in the Office of the Recorder for Warren County, Iowa on November 29, 2001 in Book 2001 at Page 12532, as modified by that Second Modification of Declaration of Covenants, Conditions, Easements and Restrictions Applicable to The Legacy, Norwalk, Warren County, Iowa, dated July 25, 2002 and filed for record in the Office of the Recorder for Warren County, Iowa on July 31, 2002, in Book 2002 at Page 8785 as modified by that Third Modification of Declaration of Covenants, Conditions, Easements and Restrictions Applicable to The Legacy, dated April 25, 2003 and filed for record in the Office of the Recorder for Warren County, Iowa on April 28, 2003 in Book 2003 at Page 5801, as modified by that Fourth Modification of Declaration of Covenants, Conditions, Easements and Restrictions Applicable to The Legacy, dated August 30, 2005 and filed for record in the

Office of the Recorder for Warren County, Iowa on October 17, 2005 in Book 2005 at Page 11853, as modified by that Fifth Modification of Declaration of Covenants, Conditions, Easements and Restrictions Applicable to The Legacy, dated February 20, 2007 and filed for record in the Office of the Recorder for Warren County, Iowa on February 21, 2007 in Book 2007 at Page 1653 (collectively the "Declaration"); and

WHEREAS, Subsection 6.12 of the Legacy Declaration provided that Declarant could amend the Legacy Declaration by a written amendment so long as it owns any Lot in The Legacy, as defined in Subsection 1.02(n) of the Legacy Declaration; and

WHEREAS, Declarant continues to own Lots located in The Legacy; and

WHEREAS, Declarant desires to amend the Declaration, in accordance with Section 6.12, with regard to Section 3.06 of the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration to prohibit individuals from trespassing on private Lots in order to access the ponds located within the Common Area:

1. Subsection 3.06(a) shall be amended as follows:

“(a) Declarant hereby grants to the members of the Association, their families, guests and invitees, the right to use the Ponds for fishing from the shore of the Pond and to otherwise use the Pond Easements and the improvements located thereon in accordance with such terms and conditions from time to time prescribed by the Board and kept on file with the Association. Notwithstanding the foregoing, no Owner, Association Member or any other person shall have the right to cross, utilize or otherwise trespass upon a Lot in order to access any Pond Lot located at The Legacy.”

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

Dated this 15th day of November, 2007.

H-CM, L.L.C.

BY: Hubbell Realty Company, Manager

By: _____

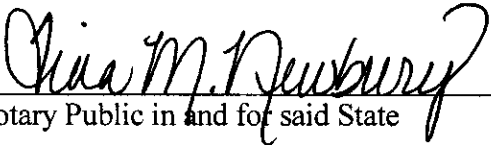
Steven L. Niebuhr, Senior Vice President

By: _____

Jennifer L. Drake, Assistant Secretary

STATE OF IOWA)
) SS.
COUNTY OF DALLAS)

On this 15th day of November, 2007, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven L. Niebuhr and Jennifer L. Drake, to me personally known, who, being by me duly sworn, did say that they are the Senior Vice President and Assistant Secretary, respectively, of **Hubbell Realty Company**, the managing member of **H-CM, L.L.C.**, an Iowa limited liability company; that no seal has been procured by said corporation or said limited liability company; that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and on behalf of said limited liability company by authority of its Operating Agreement and members; and that the said Steven L. Niebuhr and Jennifer L. Drake, as such officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation and said limited liability company, by each entity and by them voluntarily executed.



Notary Public in and for said State

