

Warren County, Iowa
Recorded: 6/11/2014 at 10:36:00.0 AM
BK: 2014 PG: 3999
Polly J. Glascock RECORDER
Number: 2014-3999
Fee Amount: \$22.00
Revenue Tax:

NINTH MODIFICATION OF DECLARATION

Recorder's Cover Sheet

Preparer Information: Ashley J. Aust, Hubbell Realty Company, 6900 Westown Parkway,
West Des Moines, Iowa, 50266

Taxpayer Information: H-CM, L.L.C.

Return Document To: Ashley J. Aust, Hubbell Realty Company, 6900 Westown Parkway,
West Des Moines, Iowa, 50266

Grantors: See Page 2

Grantees: See Page 2

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

THIS NINTH MODIFICATION OF DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS APPLICABLE TO THE LEGACY, NORWALK, WARREN COUNTY, IOWA is made this 10th day of June, 2014, by H-CM, L.L.C., an Iowa limited liability company (“Declarant”).

WHEREAS, Declarant, as the Owner of The Legacy, as defined in Section 1.02(n) of the Declaration, 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 Warren County, Iowa, Recorder’s Office on September 18, 2001, in Book 2001, 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 on November 29, 2001 in Book 2001, Page 12532, as modified by that certain 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 on July 31, 2002, in Book 2002, Page 8785, as modified by that certain Third Modification of Declaration of Covenants, Conditions, Easements and Restrictions Applicable to The Legacy, Norwalk, Warren County, Iowa dated April 25, 2003 and filed for record on April 28, 2003 in Book 2003, Page 5801, as modified by that certain Fourth Modification of Declaration of Covenants, Conditions, Easements and Restrictions Applicable to The Legacy, Norwalk, Warren County, Iowa dated August 30, 2005, and filed for record on October 17, 2005 in Book 2005, Page 11853, as modified by that certain Fifth Modification of Declaration of Covenants, Conditions, Easements and Restrictions Applicable to The Legacy, Norwalk, Warren County, Iowa dated February 20, 2007 and filed for record on February 21, 2007, in Book 2007, Page 1653 and re-recorded on March 9, 2007 in Book 2007, Page 2235, as modified by that certain Sixth Modification of Declaration of Covenants, Conditions, Easements and Restrictions Applicable to The Legacy, Norwalk, Warren County, Iowa dated November 15, 2007 and filed for record on November 20, 2007 in Book 2007, Page 11230, as modified by that certain Sixth Modification of Declaration of Covenants, Conditions, Easements and Restrictions Applicable to The Legacy, Norwalk, Warren County, Iowa dated August 26, 2008 and filed for record on August 27, 2008, in Book 2008, Page 7438, and as modified by that certain Eighth Modification of Declaration of Covenants, Conditions, Easements and Restrictions Applicable to The Legacy, Norwalk, Warren County, Iowa dated February 19, 2009 and filed for record on February 20, 2009 in Book 2009, Page 1355, (herein collectively referred to as the “Declaration”); and

WHEREAS, Declarant desires to modify the Declaration, in accordance with Section 6.12 thereof.

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

1. Section 2.02(b) of the Declaration is hereby deleted in its entirety.
2. Section 2.03(a) of the Declaration is hereby deleted in its entirety and amended and substituted to read as follows:

“(a) Single-Family Lots. On each Single-Family Lot, the Owner from the time the dwelling is first occupied is required to plant, within ninety (90) days following the date of commencement of

occupancy in the event not already planted, one tree on such lot from any of the following species of trees: Red Maple (*Acer rubrum*), Norway Maple (*Acer platanoides*), Northern Red Oak (*Quercus borealis*), Burr Oak (*Quercus macrocarpa*), or Non-Fruit Bearing Crabapple, or any other species approved by Declarant, in writing, or once the Declarant no longer owns any Lots in The Legacy approved by the Board, in writing, a copy of which additional approved trees shall be kept on file with the Association, (hereinafter such species of trees shall be referred to as "Street Trees"). Street Trees shall be a minimum of 2" caliper in diameter, 10' - 12' in height, and have a minimum spread of 4'. Street Trees shall be planted in the front yard of the Single Family Lot, outside the public right-of-way, but within any street tree easement, if any, upon such Single-Family Lot, or if there is no street tree easement, as near to the right-of-way as possible and not within an easement area without the consent of the easement holder.

In addition to the Street Tree required above, the following minimum quantities of landscape plants shall be planted, or maintained in the event already installed, on the applicable Single-Family Lot by the Owner from the time the dwelling is first occupied, within ninety (90) days following the date of commencement of occupancy in the event not already planted:

- (i) Two trees on all Single-Family Lots (trees other than Street Trees may be either deciduous trees whose trunks are at least 2" in caliper in diameter or evergreens that are at least 6' in height); and
- (ii) Ten (10) deciduous shrubs and/or evergreen shrubs, or any other species approved in writing by the Declarant, or once the Declarant no longer owns any Lots in The Legacy approved in writing by the Board, concentrated on the front and side yards within view from the street.

After such landscaping materials are planted the Owners of each Lot shall maintain, replace and replant such landscaping materials so as to maintain the minimum landscaping required by this Section.

Within ninety (90) days after completion of the single-family home upon a Single Family Lot, the front yard, side yards and the twenty-five feet (25') of the rear yard measured from the rear of the dwelling foundation shall be fully sodded, and the remainder of the rear yard to the rear lot line shall be seeded or sodded.

If weather conditions make the time elements of the requirements of this Section 2.03(a) impossible to fulfill, Declarant, or once Declarant no longer owns any Lots in The Legacy the Board, shall establish a reasonable period of time for compliance.

It is the ultimate responsibility of the first and all subsequent Owners of a Lot to install and maintain landscaping; and Declarants have no responsibility to install or maintain landscaping on Single Family Lots."

3. Section 2.03(b) of the Declaration is hereby deleted in its entirety and amended and substituted to read as follows:

"(b) Town Home Lots. An overall landscaping plan for all Town Home Lots shall be submitted to Declarant, or once Declarant no longer owns any Lots in The Legacy to the Board, for approval prior to the installation of any landscape. The following minimum quantities of landscape plants shall be planted by the builder for each Town Home Lot, within ninety (90) days following the completion of the applicable Town Home Lot:

- (i) Two (2) Street Trees (as defined above for single family lots); and
- (ii) Ten (10) deciduous shrubs and/or evergreen shrubs concentrated on the front and side yards within view from the street.

After such landscaping materials are planted the Owners of each Townhome Lot shall maintain, replace, and replant such landscaping materials so as to maintain the minimum landscaping required by this Section.

If weather conditions make the time elements of the requirements of this Section 2.03(b) impossible to fulfill, Declarant, or if Declarant no longer owns any Lots in The Legacy, the Board, shall establish a reasonable period of time for compliance.”

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

Dated this 10th day of June, 2014.

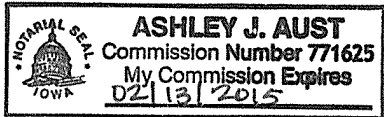
H-CM, L.L.C.
By: Hubbell Realty Company, its Manager

By: [Signature]
Joseph F. Pietruszynski, Vice President

By: [Signature]
Jennifer L. Drake, Assistant Secretary

STATE OF IOWA)
) SS:
 COUNTY OF DALLAS)

This instrument was acknowledged before me on June 10th, 2014 by Joseph F. Pietruszynski and Jennifer L. Drake as Vice President and Assistant Secretary respectively of Hubbell Realty Company, an Iowa corporation, the Manager of H-CM, L.L.C., an Iowa limited liability company.



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