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Revenue Tax:
Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 201300100649
BK: 14777 PG: 893

Prepared by and return to: Ashley Watts, Hubbell Realty Company, 6900 Westown Parkway, West Des Moines, IA 50266, (515) 280-2032

SPACE ABOVE THIS LINE FOR RECORDER

**FIRST MODIFICATION OF
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
APPLICABLE TO
TUSCANY VILLAS**

THIS FIRST MODIFICATION OF DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS APPLICABLE TO TUSCANY VILLAS is made this 8th day of May, 2013, by **TUSCANY RESERVE, LLC**, an Iowa limited liability company, and **TUSCANY VILLAS, LLC**, an Iowa limited liability company, (collectively the “Declarant”).

WHEREAS, Declarant, as the Owner of Tuscanly Villas, as defined in Article I, Section 15 thereof, subjected the Tuscanly Villas to that certain Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Tuscanly Villas, dated July 29, 2010, and filed for record in the Office of the Recorder for Polk County, Iowa, on August 27, 2010 in Book 13555 at Page 791, (the “Declaration”); and

WHEREAS, Declarant desires to modify the Declaration in accordance with Article XV thereof.

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

1. Article V is hereby deleted in its entirety and amended to provide as follows:

“ARTICLE V

DECLARANT’S RIGHTS

Section 1. Declarant’s Activities and Unit Ownership. Declarant is irrevocably and perpetually empowered, notwithstanding any use restrictions or other provisions hereof to the contrary, to sell, lease, or rent Units not previously sold by the Declarant to any person and shall have the right to transact on the Property any business relating to construction, sale, lease, or rental of such Units and any recreation facilities including, but not limited to, the right to

maintain models, offices, signs, employees, and equipment and materials on the premises, and to use the Common Elements to show such Units. A sale or rental office, signs and all items and equipment pertaining to sales or rentals and other facilities furnished by Declarant shall remain Declarant's separate property. Declarant retains the right to be and remain the Owner of completed but unsold Units under the same terms and conditions as other Owners including membership in the Association save for its right to sell, rent or lease. Any such lease shall be in writing and remain subject to this Declaration, the Bylaws, and any rules or regulations adopted from time to time by the Board.

Declarant reserves the right and is hereby vested with the sole control over all Common Areas or Common Element landscaping, plantings and the like. Declarant shall have the right to change landscaping within these areas from time to time.

Declarant further reserves the right to convey, or cause the Association to convey, a portion of the Common Area if necessary due to encroachments thereon by any building. Declarant shall also have the right to add additional Lots and Common Areas to the Property.

The rights of Declarant shall continue only so long as Declarant owns one or more Lots.”

2. Article XII, Section 1 of the Declaration is hereby deleted in its entirety and amended to provide as follows:

“**Section 1. Signs.** No signs of any kind including but not limited to, signs of any nature, kind, or description that identify, advertise or in any way describe the existence or conduct of a home occupation, shall be displayed on any Lot or within any window and visible from the exterior without prior written approval of Declarant or once Declarant no longer owns any of the Lots, the Board of Directors; provided, however, that an Owner shall be entitled to display on Owner's Lot one (1) “for sale” or one (1) “for rent” sign of standard size no larger than 18 inches by 24 inches and materials in connection with attempts by the Owner to market that Lot and/or Living Unit for sale or for rent. Nothing in this Article shall affect the rights of Declarant provided in Article V.”

3. Article XII of the Declaration shall be amended to include the following provision:

“**Section 3. Rentals.** Any Living Unit may be leased and each such lease shall be and remain subject to this Declaration and the Bylaws. The Board may require that all leases include restrictions on window coverings and on the placement of signs or other materials in windows.”

4. Article VII, Section 3 of the Declaration shall be hereby deleted in its entirety and amended to provide as follows:

“**Section 3. Monthly Assessment for Insurance.** The premiums for all such insurance hereinabove described shall be paid by the Association and the pro rata cost thereof shall become a part of the monthly assessment described in Article IV, Section 3 and 4 herein, to which each Lot conveyed by Declarant shall be subject under the terms and provisions of Article VI. When any such policy of insurance hereinabove described has been obtained by or on behalf of the

Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner or Mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Association who is required to send notices of meetings of the Association.”


5. Article XI, Section 5 is hereby deleted in its entirety.

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

TUSCANY RESERVE, LLC


By: Hubbell Realty Company, Managing Member


By: 
Dan Cornelison, Vice President

By: 
Jennifer L. Drake, Assistant Secretary

TUSCANY VILLAS, LLC

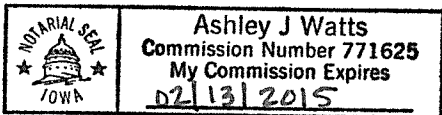
By: Hubbell Realty Company, Managing Member

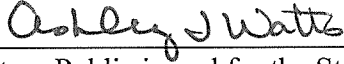
By: 
Dan Cornelison, Vice President

By: 
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STATE OF IOWA)
)SS.
COUNTY OF DALLAS)

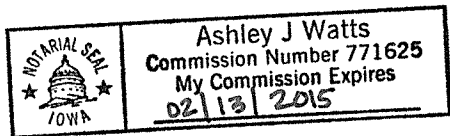
On this 8th day of May, 2013, before me a Notary Public in and for the State of Iowa, personally appeared Dan Cornelison and Jennifer L. Drake, to me personally known, who being by me duly sworn did state that they are Vice President and Assistant Secretary, respectively, of **Hubbell Realty Company**, an Iowa corporation, as managing member of **Tuscany Reserve, LLC**, an Iowa limited liability company.




Notary Public in and for the State of Iowa

STATE OF IOWA)
)SS.
COUNTY OF DALLAS)

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Ashley J Watts
Notary Public in and for the State of Iowa