DELAWARE COUNTY IOWA
FILED
1999 MY 21 PM 2:59
BOOK 1999 PAGE 1802
DEPUTY REVIEW
DELAWARE CO. RECORDER

8-15 Misc.

Thomas J. Hanson, 401 East Main Street, Manchester (319) 927-5920

FIRST AMENDMENT
to
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND GRANTS OF WHITETAIL RIDGE SUBDIVISION, DELAWARE COUNTY, IOWA

The Declarants (also referred to herein as the "Developers") are the owners of the following described real estate located in Delaware County, Iowa:

> Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Whitetail Ridge Subdivision, part of the Southwest Quarter of the Southeast Quarter and part of the Southeast Quarter of the Southeast Quarter of Section 4, Township 88 North, Range 5, West of the 5th P.M. in Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 118 of the Delaware County Recorder.

That pursuant to Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of Whitetail Ridge Subdivision, Delaware County, Iowa, filed in Book 8, Misc., Page 15 of the records of the Delaware County Recorder, the Developers included in Section III of said Declaration, provisions regarding road maintenance and upkeep.

The undersigned Developers hereby Amend Section III regarding Road Maintenance and Upkeep as follows:

I. Subparagraph B of Section 1 is amended by deleting said paragraph and substituting the following Subparagraph B.

> B. Maintenance and upkeep of roadway, including snow removal, shall be shared between the dwelling owners of the Subdivision. At such time as all lots are developed (meaning that each said lot contains a dwelling) the lot owners shall be responsible for a proportionate share of the cost of maintenance and upkeep as follows:

Lot No.	Proportionate Share
1	7.5%
2	12.5%
3	12.5%
4	12.5%
5	12.5%
6	12.5%
7	15.0%
8	15.0%

Until such time as all lots are developed, the maintenance and upkeep of the roadway, including snow removal, shall be paid by the owners of the developed lots with the owner of each said developed lot paying a percentage of their ownership as to the whole percentage pursuant to the schedule contained in this section. For example, if lots 1, 2, 3 and 4 are developed, the total percentage assigned would be 7.5% for lot 1, 12.5% for lot 2, 12.5% for lot 3 and 12.5% for lot 4, or a total of 45%. The share for lot 1 would then be 7.5% of 45% or 16.66%; the share for lots 2, 3 and 4 would each be 12.5% of 45%, or 27.77% for a total of 100%. The lot owners shall be liable for their share of the cost when their dwelling is completed, but no later than one year after construction is commenced. Any cost for maintenance, upkeep, snow removal or improvements as referred to in Subparagraphs C and D shall be apportioned pursuant to these percentages.

II. Subparagraph D of Section 1 is amended by deleting said paragraph and substituting the following Subparagraph D.

D. Any improvements to the roadways in the Subdivision shall be agreed upon by at least three-fourths of the developed lot owners of the Subdivision at the time of said improvement. (Provided however, that a decision to install a hard surface on the road shall require the unanimous vote of the developed lot owners if there are less than five (5) developed lots in the Subdivision.) Notice shall be mailed to each developed lot owner at least ten (10) days prior to any vote taken by the developed lot owners on the question of roadway improvement. If approved by three-fourths of the developed lot owners (or all developed lot owners with regard to hard surfacing the road if there are less than five (5) developed lots) the proportionate share of the improvement cost shall be paid by

each developed lot owner and shall become a lien against those developed lots as provided in "C" above. Any owner of any lot that is not improved by a dwelling at the time said improvements are made shall not be responsible for any share of the cost of said improvement. If and when improvements are made, the owners of the lots in the Subdivision that are subsequently developed shall be responsible for the maintenance and upkeep of the roadways as improved.

Dated this 20 day of May, 1999.

WHITETAIL RIDGE SUBDIVISION

Howard Randy Shover
Howard Randy Shover

Mary Jo Shover
Mary Jo Shover
Owners of Whitetail Ridge Subdivision

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 20th day of May, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Howard Randy Shover and Mary Jo Shover, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Thomas T. Hanson
Thomas T. Hanson Notary Public In & For the State Of Iowa