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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Preparer Information P.O. Box 218 Kenneth L. Keith, 1313 N. Court, Ottumwa, IA 682-4377
Individual's Name Address City Phone

ADDITION TO RESTRICTIONS AND COVENANTS FOR INJUN JOE ESTATES

RESTRICTIONS COVERING
Keith's First Subdivision of part of the S 1/2 of the NE 1/4 and part of the N 1/2 of the SE 1/4 of Section 30, Township 88 North, Range 4 West of the 5th P.M., Delaware County, Iowa, the plat of which addition appears of record in Book 4 of Plats on Page 20 in the Office of the Recorder of Delaware County, Iowa. Said subdivision is also known as "Injun Joe Estates", a trade name.

These restrictions and covenants also cover the adjacent property consisting basically of river rights and lake frontage described in that one certain Warranty Deed dated December 19, 2001 appearing in the office of the Delaware County Recorder at Book 2001, Page 4687.

The owners of the above-described real estate are the same persons as listed in the Restrictions and Covenants for Injun Joe Estates which were filed on February 28, 2002 in Book 2002 at Page 727. No lots or other property have been sold or conveyed up to this time. The owners desire to add an additional covenant and restriction which was omitted due to an oversight from the original Restrictions and Covenants for Injun Joe Estates. This additional covenant or restriction is to be numbered 7.5, and is as follows:

7.5. Each purchaser of a lot or lots in said subdivision shall be responsible for an appropriate supply of water, which shall comply in all respects with all applicable laws, rules and regulations of the county, state, and federal government. Two or more of the purchasers of lots in the development may cooperate in providing a water supply and share the cost between or among them as they determine. The developers and owners shall have no responsibility for furnishing water or a water supply of any kind to the purchasers of any lot in this subdivision.

In all other respects, said restrictions and covenants for Injue Joe Estates as originally filed on February 28, 2002 in Book

2002 at Page 727 shall remain in full force and effect.

All of Owners have previously appointed Leslie A. Keith of Wapello County, Iowa as their attorney in fact to do any all things in connection with this property on their behalf. Said power of attorney was filed on February 28, 2002 in Book 2002 at Page 728, and is still in full force and effect, and this document is executed by Leslie A. Keith under said Power of Attorney for and on behalf of all of said Owners.

The Developers, Kenneth L. Keith and LaRue J. Keith, former Owners of the above-described real estate, and referred to as Developers in the original Restrictions and Covenants for Injun Joe Estates, join in this document along with the Owners.

This Addition to Restrictions and Covenants for Injun Joe Estates shall be effective when filed with the Recorder of Delaware County, Iowa after having been signed and acknowledged by the Developers and Leslie A. Keith, Attorney in Fact for the Owners.

Kenneth L. Keith

LaRue J. Keith DEVELOPERS

Leslie A. Keith
ATTORNEY IN FACT FOR ALL OWNERS

STATE OF IOWA)
) SS.
COUNTY OF WAPELLO)

On this 31st day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kenneth L. Keith and LaRue J. Keith, husband and wife, and Leslie A. Keith, all personally to me known to be the identical persons named in and who executed the foregoing instrument, and they severally acknowledged that they executed the same as their voluntary act and deed.

COLLEEN FREDRICKSON
Commission Number 106788
My Commission Expires
August 29, 2008

Colleen Fredrickson
Notary Public in and for said State