Recorded: 5/4/2017 at 2:31:00.0 PM
Fee Amount: $27.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2017 PG: 1228

Prepared by, and when recorded return to, Joanna B. Wilson, Iowa Finance Authority, 2015 Grand Avenue, Des Moines, IA 50312; (515) 725-4900.

Grantor:	Countryside Associates of Manchester, L.P., 3408 Woodland Avenue, Suite 504, West Des Moines, IA 50266
Grantee:	Iowa Finance Authority, 2015 Grand Avenue, Des Moines, IA 50312
Document Reference:	Agreement filed of record June 10, 1996 in Book 6 at Page 137

AMENDMENT TO AGREEMENT FOR COVENANTS AND RESTRICTIONS

from

COUNTRYSIDE ASSOCIATES OF MANCHESTER, L.P.

to

IOWA FINANCE AUTHORITY

Re: 95-HM-413

Amend Covenants and Restrictions
Countryside Associates of Manchester, L.P.
95-HM-413

AMENDMENT TO AGREEMENT FOR COVENANTS AND RESTRICTIONS

This Amendment to Agreement for Covenants and Restrictions ("Amendment") is entered into by and between Countryside Associates of Manchester, L.P., an Iowa limited partnership (the "Recipient"), and the Iowa Finance Authority, a public instrumentality and agency of the State of Iowa ("IFA"), and successor in interest to the Iowa Department of Economic Development.

RECITALS

This Amendment is entered into upon the basis of the following facts and understandings of the parties:

A. This Amendment pertains to a certain Agreement for Covenants and Restrictions filed of record June 10, 1996, in Book 6 at Page 137 with the Recorder of Deeds in Delaware County, Iowa (the "Agreement").

B. The parties wish to amend the Term of Affordability contained in the recorded Agreement to reflect the Term of Affordability set forth in the Integrated Disbursement and Information System for the U.S. Department of Housing and Urban Development.

C. The parties wish to update the notice addresses contained in paragraph 10 of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Paragraph No. 1(a) of the recorded Agreement is hereby deleted in its entirety and replaced with the following:

   (a) The Project shall constitute an eligible project in compliance with the Rules and as described in the Master Contract and Funding Agreement, and the Recipient shall comply with all of the requirements of the Rules and the Master Contract and Funding Agreement and shall own, operate and manage the Project as set forth as an eligible project commencing upon the Project completion date and ending **October 26, 2018** (the "Term of Affordability").

2. Notice for purpose of paragraph No. 10 for the Agreement, is hereby replaced with the following addresses:

   (a) If to IFA, to: Iowa Finance Authority
   2015 Grand Avenue
   Des Moines, IA 50312,
   Attention: HOME Program

   (b) If to Recipient, to: Countryside Associates of Manchester, L.P.
   3408 Woodland Avenue, Suite 504
   West Des Moines, IA 50266

3. The real estate described in the Agreement for Covenants and Restrictions shall remain subject to the terms, provisions, conditions, restrictions and covenants contained in said Agreement and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Agreement, or affect the liability of any party or parties who may now or hereafter be liable under or on account of said Agreement.

4. This Amendment and the Agreement shall be read together, as one document.

5. Recipient acknowledges receipt of a copy of this Amendment signed by the parties hereto.

IN WITNESS WHEREOF, the Recipient has caused this Amendment to be executed as of the day, month and year below written.

COUNTRYSIDE ASSOCIATES OF MANCHESTER, L.P., AN IOWA LIMITED PARTNERSHIP, Recipient

By: Newbury Development Company, its Co-General Partner

By: Frank Levy
Name: Frank Levy
Authority: Its President

By: James F. Levy Marital Trust, its Co-General Partner

By: Frank Levy
Name: Frank Levy
Authority: Its Trustee

STATE OF IOWA)
)§
COUNTY OF Polk)

On this 28th day of April, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Frank Levy, to me personally known, who, being by me duly sworn, did say that he is the President of Newbury Development Company, the Co-General Partner of Countryside Associates of Manchester, L.P. executing the foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation as Co-General Partner of Countryside Associates of Manchester, L.P., by authority of the corporation's Board of Directors; and that he, as that officer, acknowledged execution of the instrument to be the voluntary act and deed of the corporation and limited partnership, by it and by the officer voluntarily executed.

Angela Powers
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
ANGELA POWERS
COMMISSION NO. 757378
MY COMMISSION EXPIRES
3-12-2018

STATE OF IOWA)
)§
COUNTY OF Polk)

On this 28th day of April, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Frank Levy, to me personally known, who, being by me duly sworn, did say that he is a Trustee of James F. Levy Marital Trust, the Co-General Partner of Countryside Associates of Manchester, L.P. executing the foregoing instrument; that the instrument was signed on behalf of the trust as Co-General Partner of Countryside Associates of Manchester, L.P., by authority of the trustee agreement; and that he, as such Trustee, acknowledged execution of the instrument to be the voluntary act and deed of the trust and limited partnership, by it and by the trustee voluntarily executed.

Angela Powers
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
ANGELA POWERS
COMMISSION NO. 757378
MY COMMISSION EXPIRES
3-12-2018

Amend Covenants and Restrictions
Meadow Lake Associates, L.P.
99-HM-401

COUNTRYSIDE ASSOCIATES OF MANCHESTER, L.P., AN IOWA LIMITED PARTNERSHIP, Recipient

By: James F. Levy Marital Trust, its Co-General Partner

By: _____
Name: Rochelle N. Levy
Authority: Its Trustee

STATE OF New York)
)§
COUNTY OF New York)

On this 14th day of April, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rochelle N. Levy, to me personally known, who, being by me duly sworn, did say that she is a Trustee of James F. Levy Marital Trust, the Co-General Partner of Countryside Associates of Manchester, L.P. executing the foregoing instrument; that the instrument was signed on behalf of the trust as Co-General Partner of Countryside Associates of Manchester, L.P., by authority of the trustee agreement; and that she, as such Trustee, acknowledged execution of the instrument to be the voluntary act and deed of the trust and limited partnership, by it and by the trustee voluntarily executed.

_____
Notary Public in and for the State of New York

VANESSA Y REYNA
Notary Public - State of New York
NO. 01RE6314081
Qualified in Queens County
My Commission Expires Nov 3, 2018

IN WITNESS WHEREOF, the Iowa Finance Authority has caused this Amendment to be executed as of the day, month and year below written.

IOWA FINANCE AUTHORITY

BY: Carolann Jensen
Carolann Jensen, Chief Programs Officer

STATE OF IOWA,)
)§
COUNTY OF POLK,)

This record was acknowledged before me on this 4th day of May, 2017, by Carolann Jensen as Chief Programs Officer of the Iowa Finance Authority, a public agency of the State of Iowa, on behalf of which the record was executed.

Megan Miller
Notary Public in and for the State of Iowa

(Stamp/Seal)

NOTARIAL SEAL IOWA
MEGAN M MILLER
Commission Number 795900
My Commission Expires
April 29, 2019