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Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 201900037029
BK: 17556 PG: 450

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR CLOVER RIDGE EAST PLAT 3**

Preparer Information:

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Taxpayer Information:

N/A

Return Document To:

Wilson & Egge, P.C.
475 Alice's Road, Suite A
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Grantor:

CRDG, L.L.C.

Grantee:

N/A

Legal Description:

Lots One (1) through Thirty (30) inclusive, and Outlots Y and Z, in Clover Ridge East Plat 3, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa.

Document or instrument number of previously recorded documents:

Book 17140, Page 609

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR CLOVER RIDGE EAST PLAT 3**

THIS AMENDMENT TO DECLARATION is made this 22ND day of October, 2019.

WHEREAS, a Declaration of Covenants, Conditions, Easements and Restrictions for Clover Ridge East Plat 3 was executed on October 15, 2018, by CRDG, L.L.C., an Iowa limited liability company ("Declarant") and filed of record in Polk County, Iowa, on November 8, 2018 in Book 17140, Page 609 ("Declaration").

WHEREAS, the undersigned Declarant, pursuant to rights granted under Article XII(F) of the Declaration as filed, being the owner of a lot in Clover Ridge East Plat 3, has elected to amend the Declaration as filed in accordance with the terms hereafter.

NOW, THEREFORE, the undersigned Declarant does hereby modify the Declaration as follows:

1. Article IX shall be deleted in its entirety and replaced with the following:

IX. MAINTENANCE OF LOTS/OUTLOTS AND SURFACE WATER

A. The owner or person in possession of each Lot, whether vacant or improved, shall keep the same well maintained, groomed and mowed, free of uncut weeds, rubbish, garbage and debris. Damaged or dead trees and shrubbery will be trimmed out or removed. Failing this, the Owner agrees that upon receipt of written notice from the Declarant to mow or cut such vegetation, trim or remove damaged trees or shrubbery, and/or remove such debris within ten (10) days, the Owner will be subject to a combination of remedies recognized at law or equity.

B. Vegetation in conservancy easements, flowage easements, creek channels, drainage ways and/or timbered areas shall not become overgrown with weeds, but may be planted in ground-cover species appropriate to the topography and land form.

C. The topography of Clover Ridge East Plat 3 is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to such easements as may exist for the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time, and all Owners shall have such rights and obligations with respect thereto as may be provided by such law.

D. Notwithstanding anything to the contrary herein, every effort shall be made to keep the aesthetic appearance and environmental significance of the timber located on Lots 15 through 30 in its original state and in good condition. The felling or cutting down of existing trees and/or shrubs shall be limited to the absolute minimum needed for construction on a Lot. Under no circumstance shall any tree or shrub removal occur beyond the first one-hundred feet (100') of the Lot, as measured from the front property line, without written consent of the Association. Any additional clearing, trimming, thinning, etc. of any trees, bushes, shrubs or branches greater than 2" in caliper shall require prior written consent from the Association. Established trees or shrubs removed for construction shall be only those directly

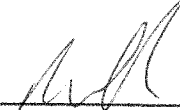
on the structure site and driveway. In addition to all other remedies provided for in this Declaration, any action taken by an Owner, or its contractors, agents, licensees or invitees, in violation of this paragraph shall be cause to require the Owner, at Owner's sole cost and expense, to immediately replant the appropriate number, type and size of trees and/or shrubs disturbed in order to fully restore the affected area. In the event an Owner fails to properly restore any affected area within a reasonable time, the Association may elect to do so and assess the costs therefor against the Owner.

In all other respects, the Declaration shall remain unaffected and be enforceable as filed.

The undersigned represents and warrants as the Declarant that it is the fee titleholder of at least one lot within said plat at this time.

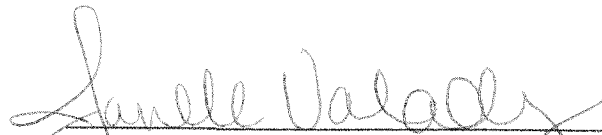
Dated on this day and year first written above.

CRDG, L.L.C., DECLARANT

By: 
Eric Grubb, Manager

STATE OF IOWA)
) ss:
COUNTY OF Polk)

This record was acknowledged before me on this 22nd day of October, 2019, by Eric Grubb, Manager of CRDG, L.L.C.


Notary Public in and for the State of Iowa

