
Prepared by & Return to: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave., Suite 103, Des Moines, IA 50312 (515) 279-9059

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAINTENANCE AT STRATFORD CROSSING

THIS AMENDMENT is made by **STRATFORD CROSSING, LLC**, an Iowa limited liability company, Declarant of the Declaration of Covenants, Conditions and Restrictions for Maintenance at Stratford Crossing recorded July 19, 2019 in Book 2019 at Page 12296, in the records of Dallas County, Iowa (the "Declaration") as amended in **Book 2019, Page 12309, Book 2019, Page 16517, and Book 2020, Page 14083** and owner and developer of the Additional Land hereinafter described on Page 2.

WHEREAS, the following Property has been submitted to the terms of the Declaration:

Lots 1 - 3 and Lots 4 - 39 in Stratford Crossing Plat 1, an Official Plat in Waukee, Dallas County, Iowa.

Lots 1 - 49 in Stratford Crossing Plat 2, an Official Plat in Waukee, Dallas County, Iowa.

Lots 1 - 69 in Stratford Crossing Plat 3, an Official Plat in Waukee, Dallas County, Iowa.

Lots 1 - 28 in Stratford Crossing Plat 5, an Official Plat in Waukee, Dallas County, Iowa.

WHEREAS, the Declaration established the **Stratford Crossing Maintenance Association**, an Iowa non-profit corporation (the "Association"), to own, manage, operate and maintain certain improvements for the mutual and reciprocal benefit of the Owners with authority to levy assessments necessary to operate, manage, maintain and administer the Association and the improvements for the benefit of the Property.

WHEREAS, the Declaration grants to Declarant the right to subject additional land to the terms of the Declaration without approval or consent of the Association or other Owners.

WHEREAS, Declarant now wishes to subject the following described real estate to the terms of the Declaration (the "Additional Land"):

Lots 1 - 62 and Outlot 'Z' in Stratford Crossing Plat 6, an Official Plat in Waukee, Dallas County, Iowa.

NOW, THEREFORE, pursuant to the authority described in the Declaration, Declarant hereby declares that by the filing of this Amendment the Additional Land is annexed and submitted to the Declaration, which real estate shall be subject to all of the terms and conditions of the Declaration, and the Owners of Lots within the Additional Land shall automatically become members of the Association in the same manner as described in the Declaration and are hereby subjected to the same terms, conditions, duties and assessments as described in the Declaration.

Further, Outlot 'Z' in Stratford Crossing Plat 6 is hereby dedicated as Common Area and a Common Amenity for a Storm Water Detention Facilities and shall be conveyed by the Declarant to the Association and the Association shall hold and maintain such Common Area pursuant to the terms and conditions described in the Declaration. The following relating to access and use of the Storm Water Detention Facilities now also known as "Ponds", is hereby added to Article IV:

Section 10. Restricted Access to Storm Water Detention Facilities/Ponds. The Ponds are intended to be used to control surface water drainage and storm water detention needs of the Property only and are not for recreational purposes. Any recreational or unauthorized use is strictly prohibited, except for fishing from the shoreline, provided, however, that such fishing shall be limited to the Owners of the Property and their guests. Nothing shall be altered in, constructed in, or removed from the Ponds except upon consent of the Board of Directors. Except as expressly provided in this Declaration or any recorded easement document, no party (including Owners), other than Declarant or the Association, shall have the right to use or improve the Ponds. The general public is not permitted access to the Ponds without being accompanied by and under the supervision of an Owner.

Section 11. Use of Storm Water Detention Facilities/Ponds. The Ponds shall be used strictly in accordance with the provisions of this Declaration and any rules and regulations of the Association, and shall be subject to the following restrictions:

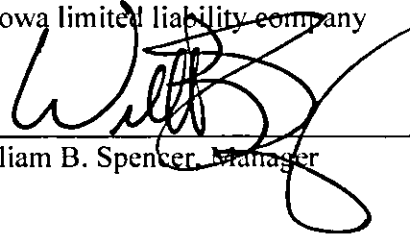
- (a) No swimming by pets or persons shall be allowed.
- (b) No floating devises of any type or swimming platforms, trampolines, slides, or similar objects shall be permitted.
- (c) No ice houses or boathouses shall be permitted, and ice skating is prohibited.
- (d) No pier, dock or other permanent structure shall be permitted.
- (e) No electrical lines or systems shall be installed.
- (g) No lawn fertilizer shall be used or sprayed within twenty-five (25) feet of the shoreline.

- (h) No kayaks, canoes, boats, motorized or otherwise, shall be permitted.
- (i) Fishing is permitted from the shoreline of the Pond by the Owners; however, there shall be no transporting or stocking of fish without the prior consent of the Association.
- (j) There shall be no dumping of any materials, including grass clippings, leaves or garden debris, branches, landscaping materials, ash, soil, garbage, tires, or other similar materials, into the water.
- (k) No hazardous substance, pollutant or contaminant, or hazardous waste, including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by state, federal or local law shall be discharged into the water.

Except as expressly amended hereby, all of the terms and conditions of the Declaration shall continue in full force and effect and are hereby ratified and confirmed.

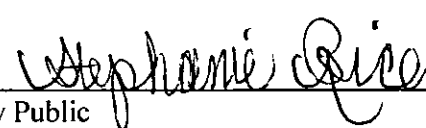
DATED November 24, 2020.

STRATFORD CROSSING, LLC,
an Iowa limited liability company

By: 
William B. Spencer, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on November 24, 2020, by William B. Spencer, Manager of Stratford Crossing, LLC.

By: 
Notary Public

