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AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE VILLAGE AT JOHNSTON STATION TOWN HOMES

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE VILLAGE AT JOHNSTON STATION TOWN HOMES is made this 27th day of December, 2005, by TRITON HOMES, L.C. (hereinafter referred to as "Declarant"). This Amendment relates to the Declaration of Covenants, Conditions, Easements and Restrictions for The Village at Johnston Station Town Homes ("CCR's"), which Declaration was dated September 1, 2005, and filed November 17, 2005, in Book 11399, Page 972, of the records of the Recorder of Polk County, Iowa.

WHEREAS, the CCR's provide for the ability to create amendments thereto, so long as such amendment is signed by not less than the owners of 90% of the lots within the first 21 years; and,

WHEREAS, the Declarant is the owner of not less than 90% of the lots within The Village at Johnston Station.

NOW, THEREFORE, pursuant to the authority described above, set forth in Article X of the CCR's, the Declarant hereby makes the following amendment to the CCR's:

I. The following new section to the CCR's shall be added to Article X thereof:

Section 11. Decks. Certain of the Living Units relating to this development have a deck associated therewith which shall be dealt with as follows:

An easement is hereby granted over such portions of Outlot Z as may be necessary for the location of all decks within the Properties to allow for the construction and continued usage of such decks. The usage of a deck associated with a particular Living Unit shall be reserved solely for the occupants of such Living Unit and shall be to the exclusion of all other Lot Owners in a similar fashion to what would be a Limited Common Element in a condominium regime. An access easement across Outlot Z and within the 10-foot perimeter of the deck is hereby

granted to allow for access to the decks to perform all maintenance, repairs and replacements therefor. Such easement shall be similar in scope and nature to the access easement set forth in Article VIII, Section 5, of the CCR's.

- The maintenance, repair and replacement of a deck shall be the sole expense of the Lot Owner that relates thereto; provided, however, that all maintenance, repair and replacement of decks shall be done in a uniform fashion, as much as reasonably possible, including, but not limited to, staining and/or sealing of such decks in order to allow for a uniform appearance of all decks within the Properties. Any stain or seal used on decks shall be of a uniform type chosen by the Board of Directors of the Association. Any staining or sealing of any deck shall only be done after permission therefor has been granted by the Board of Directors of the Association and only in the event that staining or sealing then takes place for all decks in one building, at the same time. In the event that the Lot Owners affected thereby cannot agree as to the timing of such staining or sealing, the Board of Directors of the Association shall have the right to arrange and perform such work and shall charge the expense therefor back to the Lot Owner affected thereby as a special assessment relating to such Lot. Any Lot Owner who wishes to seal his or her deck shall first make application therefor with the Board of Directors of the Association in order to coordinate approval thereof and the staining or sealing of other decks relating to the same building. Lot Owners shall have NO RIGHT to stain or seal their decks without the prior written approval of the Board of Directors of the Association.
- II. Article III, Section 3.d.1., entitled "Utility Easement and Maintenance Agreement" shall have Section 1 thereof deleted in its entirety and the following shall be inserted in lieu thereof:
 - The Declarant hereby grants a perpetual non-exclusive easement and right-of-way under, over, on, through, across and within each of the lots within the Properties (known as "Easement Area"), for the purpose of the Association and/or the Lot Owners to reconstruct, repair, replace, enlarge, inspect and maintain any and all sanitary sewer, water services, including the fire sprinkler system, electrical services, cable wiring, or other utilities ("Utility Services"), along with all necessary structures and appurtenances thereto, which may be located within the Properties at any time. Declarant agrees to originally design and construct the Utility Services to be located within the Properties at Declarant's sole cost and expense. By acceptance of the Deed for any Lot within the Properties, the Lot Owners shall be deemed to have accepted the terms of this easement without any subsequent document or agreement being necessary, and such Lot Owner, by such acceptance, agrees to be obligated to perform all reconstruction, repair, replacement, enlargement, inspection and maintenance relating to the Utility Services that are located on each Lot Owner's lot, subject to the obligations of the Association set forth in sections (d)(3), and (4), hereinafter set forth.

III. The following new section to the CCR's shall be added to Article III:

Section 4. Sprinkler System. Each living unit has been constructed with an NFPA 13R fire sprinkler system. All Lot Owners and/or occupants of the units shall maintain constant water and heat in order that the fire sprinkler system does not freeze. Owners shall not shut off or suspend water/utility service to a Living Unit at anytime. Notwithstanding the above, if an Owner shuts off or suspends water/utility service, or if an Owner does not maintain adequate heat to keep frost heaving or freezing from occurring, such Owner shall defend, indemnify and hold the Association and the Declarant, and any of their agents and employees harmless from and against any and all claims, damages, losses, liabilities, costs and expenses, including, but not limited to, attorney fees, arising out of or resulting from such shut-off or suspension. The Association shall be responsible for monitoring and maintaining the fire sprinkler system in order that it is operational at all times.

- IV. The following new section to the CCR's shall be added to Article III, Section 3, Easements:
 - f. Easement for Fire Sprinkler System Room. The Declarant hereby reserves a perpetual easement in favor of the Association for the purpose of construction and ongoing use of one fire sprinkler room in each building located within the Properties, which shall be for the purpose of housing any and all equipment relating to the fire sprinkler system for each building. Such fire sprinkler room shall have an outdoor entrance that shall allow access without disturbing the adjacent living unit. The Association shall be responsible for all expenses relating to the fire sprinkler system room.

TRITON HOMES, L.C.

STATE OF IOWA

: SS

COUNTY OF POLK

This instrument was acknowledged before me on the 27th day of Occurber 2005, by Lobert Gibson as V.P. Development of Triton Homes, L.C.

Melissa Bosma
Notarial Seal - IOWA
Commission No. 722561
My Commission Expires May 22, 2006

Notary Public in and for the State of Iowa