

**FIRST AMENDMENT TO  
DECLARATION OF RESIDENTIAL  
COVENANTS, CONDITIONS AND RESTRICTIONS**

This First Amendment to Declaration of Residential Covenants, Conditions and Restrictions ("First Amendment") is made this \_\_\_\_\_ day of January, 2007 by the Declarant, Cavitt Creek I, LLC, an Iowa limited liability company, as successor in interest to KD Partners, LLC, an Iowa limited liability company.

WHEREAS, Declarant published certain Declaration of Residential Covenants, Conditions and Restrictions ("Declaration") dated the 30th day of June, 2004 and recorded in Book 2004 at page 7368 of the Warren County Records subjecting to the Declaration the following real property located in the City of Indianola, Warren County, Iowa and legally described as follows;

Lots 1 through 31 in Cavitt Creek Estates Plat 1, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa

WHEREAS, in accordance with paragraph 18 of the Declaration, the Declarant may make amendments and modifications to the Declaration from time to time until twelve (12) months following the date on which the Declarant has sold all Lots provided the Owners are provided a copy of the amendment or modification;

WHEREAS, Declarant continues to own one or more Lots and now desires to amend the Covenants to permit the outdoor storage of boats, recreational vehicles, automobiles and other such vehicles as specifically set forth by this First Amendment as indicated below.

NOW, THEREFORE, Declarant hereby publishes and declares as follows:

1. Paragraph 6 of the Declaration titled Temporary Structures or Equipment is amended to add the following sentence at the end of the paragraph:

"Notwithstanding anything in this paragraph to the contrary, fully functional boats, recreational vehicles, campers, motor homes, trailers, automobiles, motorcycles, trucks and other such vehicles may be stored on a Lot provided such storage occurs in the driveway and/or on a concrete pad adjacent to the driveway or garage. No inoperable vehicles or equipment are permitted to be stored in this manner nor shall any owner permit the storage of unsightly vehicles or equipment such as those with excessive rust or partially or wholly dismantled."

2. The Declaration shall only be amended as specifically set forth in this First Amendment.

CAVITT CREEK I, LLC, an Iowa limited liability company

By: KD PARTNERS, LLC, an Iowa limited liability company, its Manager

By: \_\_\_\_\_  
Name: David I. Hansen  
Title: Vice President

STATE OF IOWA            )  
                                  ) SS  
COUNTY OF POLK        )

On this \_\_\_\_\_ day of January, 2007, before me, a Notary Public in and for the said State, personally appeared David I. Hansen, to me personally known, who being by me duly sworn did say that that person is Vice President of KD Partners, LLC, the Manager and sole Member of Cavitt Creek I, LLC, and that said instrument was signed on behalf of the said limited liability companies by authority of its manager and the said David I. Hansen acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability companies by it voluntarily executed.

\_\_\_\_\_  
Notary Public

## **Recorder's Cover Sheet**

**Preparer Information:** Patrick T. Burk, Bradshaw Law Firm, 801 Grand, Suite 3700, Des Moines, IA 50309, 515-246-5816

**Return Address:** David I. Hansen, 12035 University Avenue, Suite 101, Clive, Iowa 50325  
(515) 309-4580

**Legal Description:** Lots 1 through 31 in Cavitt Creek Estates Plat 1, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa

**Document or instrument number if applicable:** Book 2004 at page 7368